



# Darwin Clayton Facilities Management Combined

## Policy Wording

### What's inside...

Introduction to your policy	3
How to make a Claim	6
Policy Definitions	11
General Exclusions	18
General Conditions	21
Policy Cover	26



# Contents

	<b>Page no</b>
<b>Your Policy</b>	3
<b>Important Notice</b>	4
<b>Our Customer Care Policy</b>	5
<b>How to make a claim</b>	6
<b>What to do if you have a complaint</b>	7
<b>Financial Services Compensation Scheme</b>	8
<b>Legal and business Helpline Services</b>	9
<b>Privacy Notice</b>	10
<b>Definitions</b>	11–16
<b>Financial Definition</b>	17
<b>General Exclusions</b>	18–19
<b>General Extensions</b>	20
<b>General Conditions</b>	21–23
<b>Claims Conditions</b>	24–25
<b>Employers' Liability Section</b>	26–27
<b>Public and Products Liability Section</b>	28–38
<b>Property All Risks Section</b>	39–46
<b>Business Interruption Section</b>	47–49
<b>Fidelity Guarantee Section</b>	50–51
<b>Specified All Risks Section</b>	52–53
<b>Customers Money</b>	55

# Darwin Clayton Facilities Management Combined Policy

This Policy is a contract of insurance between **you** and **us** by which **we** agree to cover **you** in respect of the risks set out in the Sections and Sub-Sections of this Policy shown as insured on the Schedule, subject to the terms, Conditions and Exclusions of this Policy and in consideration of **you** paying or agreeing to pay the premium.

This Policy is made up of a number of documents which must be read together. **You** should read carefully all documents that **we** have provided and contact **your** agent immediately if this Policy does not meet **your** needs.

This Policy, Schedule and endorsements should be read carefully to ensure that it meets **your** requirements. These documents contain details of the cover, exclusions and conditions that apply. Please contact Darwin Clayton if this Policy does not meet **your** needs in any respect or requires 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.

# Important Notice

**You** have a duty to make a fair presentation of all material and relevant facts to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this Policy or lead to claims not being paid or being paid in part only.

To assist **your** understanding of which facts are material and relevant to **us**, here are some key examples:

- **Who you are** – the legal entity that owns the **business**
- **Business status** – sole proprietor, partnership, limited liability partnership or a limited company
- **Business premises** – the type of construction, security protections and also rebuilding or replacement values
- **What you do** – the description of the **business** as shown on the Schedule
- **Personal and business history** – the previous history relating to proprietors, **partners** or **directors** or their business that is provided to **us**, e.g. previous bankruptcies, company liquidations, convictions, claims, etc.

Other material and relevant facts will be shown on the **proposal**. If **you** are in any doubt or require clarification of what must be declared to **us**, **you** should discuss this with **your** agent.

This Policy does not cover maintenance of **your property**. That means **we** will not cover the cost of wear and tear or routine maintenance. **We** expect **you** to properly maintain **your property**, but the cost of this remains **your** responsibility. **You** have a duty to keep **your property** safe, secure and in good repair, and take all practical steps to avoid loss or damage.

**You** should also take all reasonable care to prevent accidents, **injury** or disease. In particular **you** should:

- keep all work equipment and premises in good and safe condition
- exercise care in the selection and management of **employees**
- comply with all statutory obligations and regulations.

In addition, **you** should take all reasonable care to prevent the sale or supply of goods which are defective in any way.

# Our Customer Care Policy

This Policy is underwritten and administered on behalf of Ageas Insurance Limited by Darwin Clayton (UK) Limited. In the event of a query on this Policy **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: **0345 415 0495**  
Email: **commercialclaimsportsolentteam@ageas.co.uk**

# How to make a claim

If **you** need to make a claim, please contact **our** commercial claims department on **0345 415 0495**. The line is open 24 hours a day, 365 days a year. Alternatively, **you** can write to **us** at:

Commercial Claims Department  
Ageas Insurance Limited  
Commercial Claims Centre  
One Port Way  
Port Solent  
Portsmouth  
Hampshire  
PO6 4TY

Email [commercialclaimsportsolentteam@ageas.co.uk](mailto:commercialclaimsportsolentteam@ageas.co.uk)

The claims handler will take full details of the claim and guide **you** through the next steps. Depending on the value and type of claim, the claims handler may seek help from a loss adjuster. Loss adjusters are claims experts who will visit **you** or a third party claimant to assist with the assessment of the claim.

Once **we** have been notified of a claim, **we** will tell **your** agent. The notification letter gives **your** agent the opportunity to become involved in the claim if either **you** or they wish. Once the claim has been settled, a letter is sent to **your** agent confirming settlement and the amounts paid.

## Do

- Have details of **your** Policy number ready when notifying **us**. **You** can find the Policy number on the Schedule.
- Report any incidence of loss of **money**, theft, attempted theft or loss, destruction or damage by malicious persons to the police immediately. **You** should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
- Carry out temporary repairs to **your property** to prevent further loss. Please retain all invoices for work carried out. Remember, if **you** do not have **your** own contractor, call Business Emergency Assistance on **0345 122 8935** to arrange for an approved contractor to effect repairs, any time of the day or night.
- Notify **us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **we** are involved, the more opportunity **we** have to resolve the claim to **your** satisfaction. **You** must notify **us** within seven days if the incident relates to damage by riot, civil commotion, labour or political disturbances, malicious persons, theft or attempted theft.

- Ensure that any letter or notice received is sent to **us** immediately unanswered and unacknowledged. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**.
- Any **injury** to an **employee** should be reported to **us** regardless of whether a formal claim has been made against **you**. **We** can then decide whether **we** need to investigate and provide advice to **you**.

## Don't

- Dispose of any evidence or damaged items – **we** may wish to see them
- Wait for estimates to be obtained for work to be carried out before notifying **us** of a claim
- Admit or deny responsibility for any incident involving **injury** to others or loss, destruction or damage to their **property**.

## Replacement Service

**We** have a number of suppliers that can repair **your property** or replace items lost, stolen or damaged beyond repair. If one of **our** suppliers is used **you** will not need to obtain estimates and **we** will settle directly with the supplier. **You** will be responsible for the payment of any applicable **excess**. **You** will only be responsible for payment of the VAT element if **you** are VAT registered. **You** will be invoiced accordingly.

## What we will need

If **your property** is lost, damaged or stolen, to consider the claim **we** will typically need:

- Proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence
- Any available photographs, taken before and after the event, showing the **property** would be useful
- If **you** are not using **our** replacement service **we** will also need:
  - i at least two estimates for the replacement of lost, damaged or stolen items
  - ii if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the loss, destruction or damage.

For some types of claim **we** may require the following:

- Medical reports or similar evidence
- Customer disclaimers (treatment risk cover)

# 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 this Policy was sold to **you**, please contact **your** agent 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 third 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.

If **we** haven't been able to resolve **your** complaint within eight weeks, or **you** are not satisfied with the resolution, **you** may be able to refer **your** complaint to the Financial Ombudsman Service. If **you** receive either a summary resolution or a final response letter from **us** and **you** want to contact the Financial Ombudsman Service, **you** will need to do this within six months from the date of **our** final response.

**You** may refer **your** complaint to the Financial Ombudsman Service if **you** are a:

- micro-enterprise with an annual turnover or annual balance sheet of less than EUR2 million and fewer than 10 employees. For the purpose of this process, a micro-enterprise is defined as a business engaged in economic activity irrespective of the legal form, including but not limited to, self employed persons and family businesses, partnerships or associations
- small business that is not micro-enterprise as defined above, with an annual turnover of less than £6.5 million and:
  - a fewer than 50 employees, or
  - b an annual balance sheet of less than £5 million
- charity with an annual turnover of less than £6.5 million
- trustee of a trust with a net asset value of less than £5 million
- guarantor and the complaint arises from matters relevant to their relationship with the business. For the purpose of this process, guarantor is defined as someone who is not a consumer and who has given a guarantee or security in respect of an obligation or liability of a micro-enterprise or small business, as defined above

The Financial Ombudsman Service is an independent organisation and will review **your** case. **You** can contact them on telephone number **0800 023 4567**. **You** can also write to them at the address below, however they will only consider **your** complaint once **you** have tried to resolve it with **us**.

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

More information can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

# Financial Services Compensation Scheme

In the event that **we** are unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your** business and the circumstances of the claim.

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).



# Legal and Business Helpline Services

As an Ageas policyholder with a current Policy, **you** are automatically entitled to the following helpline services.

To help **us** to check and improve **our** service standards, calls are recorded.

## Business legal advice – 0345 122 8931

This helpline is available 24 hours per day, 365 days a year to provide confidential legal advice over the phone on legal problems, under the laws of the countries of **Europe**.

## UK tax advice – 0345 122 8931

This helpline is available between 9am and 5pm from Monday to Friday (except bank holidays) to provide confidential advice over the phone on any tax matters under the laws of England, Scotland, Wales and Northern Ireland.

## Crisis Communication – 0345 322 0175

This helpline is available at any time to provide **you** with help in responding to negative publicity which could affect **your business**. **You** can access professional public relations support from **our** Crisis Communication experts. Where possible, initial advice for **you** to act upon will be provided over the telephone, but if **your** circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to **you** paying a fee.

## Redundancy approval – 0345 322 0176

This service is available between 9am and 5pm from Monday to Friday (except bank holidays) to provide specialist advice if **you** are planning redundancies. This will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. If **you** opt to use this service a charge will be payable by **you**.

## Confidential counselling helpline – 0345 122 8934

This helpline is available 24 hours per day, 365 days a year for an **employee** (including family members permanently living with them) needing confidential help and advice. **Our** qualified counsellors are available to provide telephone support on any matter that is causing **your employee** upset or anxiety, from personal problems to bereavement. Due to their sensitivity, counselling calls are not recorded.

## Business emergency assistance – 0345 122 8935

This helpline is available 24 hours per day, 365 days a year to arrange help straight away if an unforeseen emergency causes loss, destruction or damage to the **premises** or creates a health and safety hazard. **We** will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility, although if the loss, destruction or damage is insured **you** will be able to make a claim for repair of the loss, destruction or damage.

Please do not phone the helpline service numbers to report an insurance claim.

The helpline services are provided on **our** behalf but not by **us**. **We** take no responsibility for the advice or assistance given or for the failure of the helpline which may result from an exceptional event that is beyond the control of **us** and the helpline service provider.

# Privacy Notice

**We** are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policies](http://www.ageas.co.uk/privacy-policies) or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

**Your** agent will have their own uses for **your** personal data. Please ask **your** agent if **you** would like more information about how they use **your** personal information.

## Collecting your information

**We** collect a variety of personal information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health.

**We** also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

## Using your information

The main reason **we** collect **your** personal information and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

**We** will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

## Sharing your information

**We** share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

## Keeping your information

**We** will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

## Use and storage of your information overseas

**Your** information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

## Your rights

**You** have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

# 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.

## Acting in Collusion

All circumstances where two or more **employees** are concerned or implicated together or materially assist each other in committing the acts of **theft**.

## Airside

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

## Asbestos

Fibres or particles of or any material or mixture containing crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite.

## Buildings

The buildings at the **premises** which unless otherwise shown on the Schedule are:

- a occupied solely by **you** for the **business**
- b 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
- c lit by electricity
- d 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 belonging to **you** or for which **you** are responsible.

## Business

The business as shown on 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 **you** or **your directors, partners** or **employees** of canteen, social, sports, educational or welfare activities and first aid, fire, security and ambulance services but excluding

- any first aid provided by any qualified medical practitioner or nurse
- 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 **your** request or any **director, partner** or senior executive of **yours** with **your** consent.

## Business Hours

Hours during which **you** or any **director, partner** or **employee** are on the **premises** for the purposes of the **business**.

## Circumstance

An incident, occurrence, fact, matter, act, error, omission or event which could reasonably be foreseen to give rise to a claim against **you**.

## Claimants' Costs and Expenses

The costs incurred by someone making a claim against **you** which **you** are legally liable to pay.

## Clean Up Costs

- i Testing for or monitoring of **pollution or contamination**
- ii the costs of remediation required by any **enforcing authority** to a standard reasonably achievable by the methods available at the time that such remediation commences.

## 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.

## Consequential Loss

Consequential or indirect loss (that is any loss, destruction or damage or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes, but is not limited to, the following:

- a loss of revenue
- b loss of earnings
- c additional travel costs
- d loss assessor fees
- e the cost of preparing a claim
- f compensation for stress or inconvenience.

## Contractors

Any person, persons, company, firm or organisation which is or are on the **premises** shown as Insured on the Schedule for the purpose of carrying out construction, alteration, extension or repairs to **buildings** or **general contents**.

## Customers

**Your** clients with whom **you** contract to provide services in accordance with **your business** including their guests and employees.

## 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.

## Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

## 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.

## Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **systems**.

## Director

A director of **yours** where **you** are a limited company.

## Documents

- 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

(Applicable to Sub-Section 1 – Professional Indemnity of the Public and Products Liability Section)

Any person who is or was at the time of any **circumstance** or claim under a contract of service or apprenticeship with **you** whilst working under **your** control or supervision in the conduct of the **business**.

(Applicable to the Fidelity Guarantee Section)

Any

- 1 person under a contract of service or apprenticeship with **you** or
- 2 person undergoing training under any Government approved training scheme under **your** control whilst in **your** service in connection with the **business** within the **territorial limits**
- 3 self-employed person or labour only subcontractor working for **you** or on **your** behalf in connection with the **business** within the **territorial limits**
- 4 director of **yours** if such person:
  - a is also employed by **you** under a contract of service and
  - b controls no more than 5% of the issued share capital of the insured company or of any subsidiary of the insured company
- 5 person retired from full time employment with **you** who is working for **you** as a consultant under **your** control or direction.

(Applicable to all other Sections)

Any

- 1 person under a contract of service or apprenticeship with **you**
- 2 self-employed person, labour only subcontractor, labour master or person supplied by any of them
- 3 person or trainee undertaking work for **you** under a work experience placement
- 4 person hired to or borrowed by **you** from another employer including agency workers
- 5 voluntary worker or volunteer whilst working for **you** in the course of the **business**.

## Enforcing Authority

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

## Estimated Gross Profit

The amount declared by **you** to **us** 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).

## Europe

The member countries of the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland.

## Excess

The amount that will be deducted by **us** from the total agreed amount of each and every claim (other than claims relating to **injury** for which there is no excess) after the application of any General Provision of Underinsurance. Only one **excess** will be deducted from the total amount for claims arising out of one event.

## Financial Loss

A pecuniary loss, cost or expense incurred other than by **you** or any **director, partner** or **employee**.

## 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** belonging to **you** or for which **you** are responsible for an amount not exceeding £25,000 in respect of any one loss
- 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**.

## Ground Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

## Hacking

Unauthorised access to any **system** whether owned by **you** 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 **your business**, cost of additional staff, payments for overtime, advertising, recompiling business documents belonging to **you** or held in trust by **you** and for which **you** are responsible) incurred in order to minimise any interruption of or interference with the **business**.

## 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 on the Schedule.

## Inefficacy

The failure to carry out or provide security duties or security services that **you** have contracted to perform or wrongful advice provided in connection therewith in the course of the **business** including deliberate acts willful default or neglect by **You** or any **director, partner** or **employee**.

## Injury

Bodily injury, death, illness, disease or shock causing bodily injury.

## Insured Person

**You**, a **director, partner** or **employee**.

## Intruder Alarm System

The component parts of intruder alarm systems including the means of communication used to transmit signals.

## Keys

Keys including electronic access pass cards or any other form of lock opening device.

## Landslip

Downward movement of sloping ground.

## Legionellosis

Accidental **injury** caused by the escape discharge or release of legionella bacteria from any water air-conditioning or other purpose built system or equipment that uses water including but not limited to associated tanks pipes ducting evaporative condensers spa pools saunas and Turkish baths.

## 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 purchase invoices belonging to **you** or for which **you** 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

As from the time when **you** or any **director, partner or employee** or any other person or persons for whom **you** 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.

## One Claim

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**.

## Partner

A partner of **yours** where **you** are a partnership.

## Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

## Physical Injury

Bodily injury by accidental, external, violent and visible means sustained by **you**, a **director, partner or employee** in the course of the **business** where such bodily injury arises directly from assault with the intent of theft of **property** or **money** insured by this Policy.

## Pollution

(Applicable to Sub-Section 1 – Professional Indemnity of the Public and Products Liability Section)

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**.

## 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 loss, destruction or damage or liability 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 shown on the Schedule.

## Principal

Any public authority, government body, company, firm, organisation or person for whom **you** are undertaking a contract.

## Product

Goods or other **property** manufactured, sold, supplied, leased, delivered, installed, erected, processed, repaired, commissioned, altered, treated, serviced or tested by **you** or on **your** behalf in the course of the **business** and not within **your** custody or control.

## Products Inefficacy

the failure of any **products** to fulfill or perform its intended function arising out of negligence or willful default by **you** or any **director partner or employee** or arising directly out of wrongful advice provided in the course of the **business** and not within **your** custody or control.

## Property

Material property which shall not include **data**.

## Proposal

Any signed proposal form and declaration, any Statement of Facts and any other information in connection with this insurance supplied by **you** or on **your** behalf.

## Remediation

The cost of removing, nullifying or cleaning up **seeping or polluting or contaminating substances** including 'remediation' under the Environmental Act 1995.

## Remediation Costs

Remedying the effects of **pollution or contamination** including primary complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009 and any successor and/or amending legislation.

## Rent

The money paid or payable by **you** for accommodation and services provided by the landlord (including service charges unless excluded by Endorsement) at the **premises** shown on the Schedule.

## Rent Receivable

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

## Retroactive Date

(Applicable to Sub-Section 1 – Professional Indemnity of the Public and Products Liability Section)

The date from which **you** have continuously maintained in force a policy of insurance covering Professional Indemnity in respect of liability for any breach of **your** professional duty.

(Applicable to Extension 16 of the Public and Products Liability Section)

The date from which **you** have continuously maintained in force a policy of insurance covering liability for **financial loss**.

## 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 Polluting or Contaminating Substances

Any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms and pathogens and waste including material to be recycled, reconditioned or reclaimed.

## Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

## Stock

- a Stock and materials in trade, work in progress and finished goods belonging to **you** or for which **you** are legally responsible and
- b customers goods including goods for which **your** customers are legally responsible while these goods are temporarily in **your** custody or control and for which **you** have accepted responsibility but only to the extent they are not more specifically insured.

## Subsidence

Downward movement of the ground beneath the **buildings** and its foundations other than by **settlement**.

## System

Computer or other equipment or component or system which processes, stores, transmits or receives **data**.

## Tenants Improvements

Decorations and improvements to the **buildings** including landlords fixtures and fittings for which **you** are 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 **you** 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, Norway or Switzerland
- 3 elsewhere in the world other than **North America** in respect of **injury** or **damage** to **property** caused by or arising from:
  - i clerical, administrative and other non manual activities of **yours** or of 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 the Fidelity Guarantee Section

England, Scotland, Wales, the Channel Islands and the Isle of Man.

In respect of all other Sections of this Policy England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

## Terrorism

Any act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.

## Theft

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.

## Transit

A journey for the conveyance of **property** including but not limited to **money** to a destination.

## Turnover

The money paid or payable to **you** 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

- a Purchases (less discounts received)
- b Bad debts
- c Carriage, packing and freight.

## Unoccupied

Empty or not in use.

## Virus

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **systems**, **data** or operations, whether involving self-replication or not including, but not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## We, Us, Our

Ageas Insurance Limited.

## Workmen

Any person, persons, company, firm or organisation which is or are on the **premises** shown on the Schedule for the purpose of carrying out repairs, decoration, general maintenance and minor alterations to **buildings** or **general contents**.

## Wrongful Arrest

Any unlawful physical restraint by one person on the liberty of another and includes

- a assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or could be placed in the custody of the Police or an officer of the court
- b assault and battery committed or alleged to have been committed at the time of requesting the removal of a person or persons from a premises
- c libel or slander false imprisonment malicious prosecution either
  - i committed or alleged to have been committed directly in connection with an arrest
  - or
  - ii arising out of the investigation of acts of shoplifting or theft.

## You, Your, Yours

The person or persons (including their legal personal representatives in the event of their death in respect of legal liability incurred by them) or corporate body (including subsidiary companies notified to and accepted in writing by **us**) named on the Schedule as the Insured and for the purposes of Sub-Section 1 Professional Indemnity of the Public and Products Liability Section only shall include any present or past principal, **partner**, **director** or **employee**.

## Your Costs and Expenses

- a Costs and expenses incurred with **our** consent in defending any claim
- b costs incurred with **our** consent for solicitors' fees for representation at any coroner's court, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within **Europe**) in respect of any occurrence which may be the subject of indemnity under the Employers' Liability Section or the Public and Products Liability Section
- c legal costs incurred with **our** consent for defending a charge of manslaughter or any equivalent charge or a breach of health and safety at work, data protection, food safety or consumer protection legislation.



# 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 **you** are accountable to the tax authorities for Value Added Tax all terms in this Policy 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 **your** normal accountancy methods due provision being made for depreciation.
- 4 The **uninsured working expenses** have the meaning usually attached to them in **your** accounts.

# General Exclusions

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

**We** will not be liable for any claim in respect of:

## 1 Nuclear Risks

- a loss, damage or destruction to any **property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect **consequential loss**
- b **injury** or liability 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 of that equipment.

This General Exclusion does not apply to the Employers' Liability Section.

## 2 War Risks

Any loss, damage or destruction or any cost or expense whatsoever or any **injury** or liability directly or indirectly caused by or contributed to by or arising from or 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, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law.

This General Exclusion does not apply to the Employers' Liability Section.

## 3 Government or Public or Local Authority Action

Any loss, damage or destruction or any cost or expense whatsoever or any **injury** or liability directly or indirectly caused by or contributed to by or arising from or occasioned by or happening through or in consequence of confiscation, nationalisation or requisition or loss or destruction of or damage to any **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.

## 4 Excluded Property and Contingencies

Loss or destruction of or damage to **property** or liability or contingencies more specifically insured by any other policy or security.

## 5 Fines or Penalties

- a fines, penalties, aggravated or liquidated damages
- b punitive, exemplary or multiple damages (these are damages in excess of normal compensation awarded to punish **you**).

## 6 Fraud

- a loss, damage or destruction by fraud, forgery or deception
- b theft or attempted theft in which any **director, partner, employee** or any member of **your** family is involved or is an accessory to the theft.

## 7 Northern Ireland

Loss or destruction of or damage to any **property** in Northern Ireland or loss resulting therefrom or any **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

Any loss, damage or destruction or liability directly or indirectly caused by, contributed to by or arising from **pollution or contamination** except for (unless otherwise excluded):

- a **damage** to the **property** insured caused by:
  - i **pollution or contamination** which itself results from a **defined peril**
  - ii a **defined peril** which itself results from **pollution or contamination**
- b any cover provided under the Public and Products Liability Section of this Policy where the **damage** is shown to come within the exception to Exclusion 7 – Pollution or Contamination of the exclusions to Public and Products Liability Section.

This General Exclusion does not apply to the Employers' Liability Section.

## 9 Change in Water Table Level

Loss, damage or destruction attributable solely to change in the water table level.

## 10 Consequential Loss or Damage

**Consequential loss** or damage of any kind or description except where specifically included.

## 11 Terrorism

Any loss, damage or destruction, **injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a **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 **terrorism**
- except as provided by the Public and Products Liability and Employers' Liability Sections of this Policy.

In any action, suit or other proceedings, where **we** allege that by reason of the provisions of this exclusion any loss, damage or destruction, **injury** or liability is not covered by this Policy, the burden of proving that such loss, damage or destruction, **injury** or liability is covered shall be upon **you**.

## 12 Electronic Risks

Any loss, damage or destruction, **injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a loss or destruction of or damage to any **system** whether owned by **you** or not and whether tangible or intangible including any **data** where such loss, destruction or damage is caused by programming or operating error by any person, acts of malicious persons, **virus**, **hacking**, **phishing**, **denial of service attack** or failure of any external network
  - b loss, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, **data** whether or not caused by **hacking**
  - c any misinterpretation, use or misuse of **data**
  - d unauthorised transmission of **data** to any third party or transmission of any **virus**
  - e loss or destruction of or damage to any other **property** directly or indirectly caused by, contributed to by or arising from loss, destruction or damage or a cause described in a, b, c or d of this exclusion
- but this shall not exclude:
- i **damage** to insured **property** or
  - ii loss of **gross profit**, **rent receivable** or **increased cost of working**

which results from a **defined peril** which is not otherwise excluded except for acts of malicious persons which do not involve physical force or violence.

## 13 Asbestos

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.

This exclusion shall not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided:

- a such activity does not form part of **your** usual business
- b the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- c an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers' and public liability insurance in force for limits no less than those stated on **your** own such policies and that such work is not excluded by the contractor's own employers' and public liability policy.

## 14 Sanctions

Any indemnity or payment or other benefit under this Policy to the extent that providing such cover, indemnity, payment or benefit would expose **us** or any of the Ageas group of companies to the violation of any:

- a sanction, prohibition or restriction imposed under United Nations resolutions, or
- b trade or economic sanctions of the United Kingdom, European Union, the United States of America or any other territory, or
- c laws or regulations of the United Kingdom, European Union, the United States of America or any other territory.

# General Extensions

These Extensions are subject to all other terms Conditions and Exclusions of the Policy and are applicable to the Employers Liability Section and Public and Products Liability Section

## 1 Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

We will indemnify **you** in respect of legal costs and expenses incurred with our prior written consent in respect of **your** defence against any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge or investigations in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter or Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands

Provided that

- a **our** liability under this Extension shall not exceed £1,000,000 in the aggregate in any one Period of Insurance. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule under the Employers Liability and Public and Products Liability Section
- b the offence under such legislation was committed or is alleged to have been committed during the Period of Insurance in connection with the **business** within the **territorial limits**
- c this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- d **you** obtain **our** written consent prior to the appointment of any solicitor or counsel who are to act for **you** or on **your** behalf
- e **you** shall immediately notify **us** of receipt of any summons or other process served upon **you** which may give rise to proceedings in relation to the cover provided under this Extension
- f before we consent to the costs of any appeal proceedings, counsel will have advised that there are strong prospects of such appeal succeeding. **You** will supply any information requested by **us** in support of this assertion requested.

We will not be liable under this Extension for

- i the cost of any fine or penalty of any kind
- ii legal costs and expenses where **you** can obtain indemnity for the costs of defending criminal proceedings in relation to corporate manslaughter or corporate homicide from any other source or insurance where but for the existence of this Extension you would have obtained indemnity from any other source or insurance
- iii legal costs and expenses arising out of any deliberate act or omission or any intentional criminal act by **you** or any **director, partner or employee** that gives rise to a charge of corporate manslaughter or corporate homicide

# General Conditions

These Conditions apply to the whole Policy. Additional Conditions may apply to individual sections. Please refer to the Section wordings for details.

## 1 Renewal

**We** are not bound to offer renewal of this Policy.

## 2 Reasonable Precautions

**You, 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** and **general contents** in sound condition.

## 3 Payment of Premium and Relevant Taxes

- a **You** 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.
- b If the Premium for this Policy is paid through **our** credit scheme
  - i It is a condition precedent to **our** liability that each credit payment is made on the due date as required by the repayment schedule in the credit scheme
  - ii In the event of a default through non-compliance with credit scheme Terms and Conditions the Policy will be cancelled from the date of the first default
  - iii In the event of a default in the repayment schedule occurring through circumstances other than breach of the Terms and Conditions of the credit scheme then this Policy will be suspended for 21 days in order for the default to be remedied if the default remains unremedied within that time this Policy will be cancelled at the end of that 21 day period.

## 4 Dishonesty

**We** will not pay for any claim that is deliberately exaggerated or where **you** or anyone acting for **you** uses, or attempts to use, fraudulent means to obtain benefits under this Policy. If **you** or they do, or attempt to:

- a **we** will cancel this Policy from the date of the fraudulent act
- b **we** will not refund any premiums
- c all benefit under this Policy shall be forfeited.

**We** may inform the police and fraud prevention agencies of the circumstances.

## 5 Cancellation

### Your Cancellation Rights

During the first Period of Insurance, **you** have the right to cancel this Policy within 14 days of:

- i receipt of the Policy wording and Schedule or
- ii the inception date of this Policy

whichever is the later, by writing to **us** or alternatively by contacting **your** agent to confirm cancellation. Cancellation will take effect from the date that **we** or **your** agent receives **your** cancellation instructions. Provided no claim has been made and there has been no incident known to **you** prior to cancellation which may give rise to a claim, **you** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **we** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this Policy.

**You** may cancel this Policy at any other time by writing to **us** or alternatively by contacting **your** agent to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired Period of Insurance provided no claim has been made during the Period of Insurance in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- i there has been an incident known to **you** which may give rise to a claim or
- ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

### Our Cancellation Rights

The cover provided by this Policy shall automatically cease from the date that:

- a a liquidator, administrator or insolvency practitioner is appointed to administer the **business**
- b the **business** is permanently discontinued
- c **your** interest ceases other than as a result of **your** death unless **we** agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, **we** also have the right to cancel this Policy at any other time by sending 14 days' notice in writing to **your** last known address. Reasons for cancellation under this condition may include but are not limited to:

- a a change to the risk which makes it one **we** would not normally accept

- b **you** failing to co-operate with or provide information to **us** which affects **our** ability to underwrite the risk.

**You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired Period of Insurance provided no claim has been made during the Period of Insurance in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- i there has been an incident known to **you** which may give rise to a claim, or
- ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

## 6 Subject to Survey

If any insurance by this Policy has been granted subject to survey then continuance of cover after the survey by **us** shall be subject to **you** complying with all of **our** risk improvements within the time agreed with **us** otherwise **we** may invoke **our** cancellation rights (see General Condition 5 Cancellation).

## 7 Intruder Alarms

This Condition applies if an intruder alarm is required by **us** in respect of any **premises** covered by any of the following sections:

Property All Risks, Business Interruption or Specified All Risks

It is a condition precedent to **our** liability to pay claims in respect of loss, destruction or damage caused by fire, theft or attempted theft or malicious persons that the following minimum standards are in place:

- a The **premises** are protected by an **intruder alarm system** installed as agreed with **us**.
- b The **intruder alarm 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 with **us**.
- c No alteration to or substitution of:
  - i any part of the **intruder alarm system**
  - ii the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**
  - iii the maintenance contract shall be made without **our** written consent.
- d The **premises** shall not be left without at least one responsible person in them without **our** prior consent:
  - i unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation
  - ii if the police have withdrawn their response to alarm calls.

For the purposes of this condition 'responsible person' is **you**, a **partner** or **director** or any other person authorised by **you** to be responsible for the security of the **premises**.

- e All keys to the **intruder alarm system** are removed from the **premises** when the **premises** are left unattended.
- f **You** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company. For the purposes of this condition, 'keyholder' is **you**, a **partner** or **director** or any other responsible person or professional key holding company authorised by **you** who is available at all times to accept notification of any activation of the **intruder alarm system**

or interruption of the means of communication to attend and allow access to the **premises**.

- g **You** shall maintain the secrecy of codes for the operation of the **intruder alarm system** and share them only with keyholders. No details of codes are to be left on the **premises**.
  - h In the event of notification of any activation of the **intruder alarm system** or interruption of the means of communication during any period that the **intruder alarm system** is set a keyholder shall:
    - i attend the **premises** as soon as reasonably possible
    - ii enter the **premises** if it is safe to do so
    - iii remain in the **premises** until the **intruder alarm system** has been re-set or an engineer has attended to repair or re-set the **intruder alarm system**
    - iv remain at the **premises** until they are fully secure.
  - i In the event of **you** receiving any notification:
    - i that police attendance in response to alarm signals or calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed
    - ii from a local authority or magistrate imposing any requirement for abatement of nuisance relating to the **intruder alarm system**
    - iii that the **intruder alarm system** cannot be returned to or maintained in full working order
- you** shall advise **us** as soon as possible and in any event not later than 10am on **our** next working day and comply with any reasonable subsequent requirements stipulated by **us**.

## 8 Claims – Repayment of Excess

**You** will repay to **us** the amount of any **excess** for which **we** have made payment.

## 9 Companys Liability

Unless stated otherwise **our** 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 shown on the Schedule and all limits on **our** liability stated elsewhere in this Policy shall be the maximum amount payable by **us** in the circumstances shown on 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 **our** 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 **us** as one party and all the persons claiming indemnity as the other party.

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

Except as provided by the definition of **you**, **your**, **yours**, no party to this Policy intends that any term of this Policy should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person, persons or corporate body who is not a party to this Policy.

## 11 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).

## 12 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 **us**)

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 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.

**We** 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 **we** are advised otherwise.

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

## 13 Retroactive Date

The insurance under Sub-Section 1 Professional Indemnity of the Public and Products Liability Section will not indemnify **you** in respect of 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**.

## 14 Language Condition

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

## 15 Misrepresentation

**You** must make a fair presentation of the risk to **us**.

This means **you** must disclose at inception or variation to this Policy and prior to each renewal every material circumstance which **you** know or ought to know and not make misrepresentations to **us**. If **you** do not make a fair presentation to **us**, **we** can:

- avoid this Policy from inception or renewal if **we** would not have issued it or continued it knowing the true situation
- avoid a variation to this Policy if **we** would not have accepted it had **we** known the true situation
- alter the terms of this Policy from the date the non-disclosure or misrepresentation was made to those **we** would have applied had **we** known the true situation
- reduce the payment for a claim
- cancel this Policy from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

# Claims Conditions

These conditions apply to the whole Policy unless otherwise stated.

## 1 Claims Procedure – Your Responsibilities

Failure to comply with these responsibilities will affect the payment of any claim.

- a **You** must not negotiate or settle any claims made against **you** by anyone else or admit or deny responsibility for any incident involving **injury** to others or loss, destruction or damage to their **property** unless **we** agree otherwise in writing.
- b **You** must:
  - i on discovery of any loss, destruction or damage by theft or attempted theft or by malicious persons or loss of **money** give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to **us**
  - ii notify **us** within seven days of any loss, destruction or damage by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft. Any other incident or **circumstance** that may give rise to a claim under this Policy must be reported to **us** and full written particulars of the loss supplied as soon as possible after the event at **your** expense
  - iii immediately send **us** unanswered and unacknowledged any letter or notice received alleging that **you** or anyone working for **you** is responsible for causing an **injury** to any person or loss, destruction or damage to any **property**. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**
  - iv take immediate action to minimise loss, prevent further loss, destruction or damage, **injury** and avoid interruption or interference with the **business**
  - v keep all damaged **property** until **we** give permission to dispose of it
  - vi provide at **your** expense all information and assistance as **we** may reasonably require
  - vii provide, if **we** require, a statutory declaration of the truth of the claim.

## 2 Claims Procedure – Our Rights

**We** shall:

- a be allowed by **you** to enter the **premises** where loss, destruction or damage has occurred and take and keep possession of any **property** insured
- b not accept any **property** being abandoned to **us**
- c have complete control of any proceedings and the settlement of any claim.

## 3 Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**
- b take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this Policy.

## 4 Contribution

(Not applicable to the Employers' Liability or Public and Products Liability Sections)

If **you** have any other insurance policies that cover the same loss, destruction or damage or liability as this Policy, **we** will only pay **our** share of any claim.

## 5 Arbitration

(Not applicable to the Employers' Liability or Public and Products Liability Sections)

If **we** agree to pay **your** claim, but **you** disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the Arbitration Act. **You** may not take legal action against **us** over this disagreement until the arbitrators have made their decision.

## 6 Discharge of Liability

(Applicable to the Employers' Liability and Public and Products Liability Sections only)

**We** may, at any time, pay **you** in connection with any claim or series of claims:

- a the amount of the Limit of Indemnity
  - b any lower amount for which such claim or claims can be settled
- less any sum or sums already paid as damages, **claimants' costs and expenses** and **your costs and expenses**.

On payment, **we** shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of **claimants' costs and expenses** and **your costs and expenses** incurred prior to the date of such payment.



## 7 Automatic Reinstatement

(Not applicable to the Employers' Liability Section, Public and Products Liability Section, or Sub-Section 1 – Money of the Property All Risks Section)

Upon notification of a claim to **us**, unless **we** or **you** give written notice to the contrary, the Sums Insured and limits will be reinstated to their full amount provided that:

- a **you** will pay the appropriate additional premium from the date of the loss to the expiry of the Period of Insurance if **we** request the additional premium
- b the total of the amounts reinstated during any one Period of Insurance will not exceed the Sum Insured shown on the Schedule.

## 8 Professional Indemnity

In respect of any claim under Sub-Section 1 Professional Indemnity of the Public and Products Liability Section, any **circumstance** notified to **us** in accordance with Claims Condition 1 – Claims Procedure – Your Responsibilities 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.

# Employers' Liability Section

This Section is operative if shown as Insured on the Schedule.

## The insurance

**We** will indemnify **you** against all sums which **you** become legally liable to pay as damages and **claimants costs and expenses** in respect of **injury** sustained by any **director** or **employee** arising out of and in the course of employment by **you** within the **territorial limits** and resulting directly from the **business** during the Period of Insurance.

**We** will also pay for legal costs and expenses incurred with **our** prior written consent:

- a in defence of any claims
- b for representation at any coroners inquest or inquiry in respect of any death

which may be the subject of indemnity under this Section.

## Limit of Indemnity

The maximum amount **we** will pay under this Section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause inclusive of all damages, **claimants' costs and expenses** and **your costs and expenses** shall not exceed:

- a in respect of **terrorism**, £5,000,000
- b in respect of all claims other than by **terrorism**, the Employers' Liability Limit of Indemnity shown on the Schedule for this Section.

If **we** allege that by reason of the **terrorism** limitation any **injury**, cost or expense is not covered or is covered only up to the **terrorism** Limit of Indemnity of £5,000,000, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this Section, **our** total combined liability to all parties shall not exceed the applicable Limit of Indemnity shown in a or b above.

## Discharge of Liability

**We** 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 **you** in settlement of **our** liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- i the Limit of Indemnity (less any amounts already paid or incurred) or
- ii such other amount for which the claim or claims may be settled.

**We** will then relinquish control of and be under no further liability in respect of such claim or claims.

## Section Exclusions

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

**We** will not be liable for:

### 1 Passenger Liability

**Injury** sustained by any **director** or **employee** 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 **territorial limits**.

### 2 Offshore

Liability arising out of any work undertaken or visit **offshore**.

### 3 Excluded Locations

Liability arising in connection with work:

- a on or in docks, harbours or railways
- b on or in watercraft or offshore gas or oil installations
- c on or in chemical or petrochemical works, oil or gas refineries or oil or gas storage facilities
- d **airside** or on or in aircraft
- e on or in collieries, mines or quarries
- f on or in power stations
- g on or in any installation where nuclear processing is undertaken.

### 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 England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

## Extensions

Each of these Extensions is subject otherwise to the terms, Conditions and Exclusions of this Section and the Policy.

The insurance provided by this Section is extended as described below.

### 1 Indemnity to Principal

**We** will indemnify any **principal** in respect of the legal liability of such **principal** arising out of work carried out by **you** under a contract or agreement provided that:

- a an indemnity would have been provided under this Section had the claim been made against **you**
- 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 **us**.

### 2 Legal Defence Costs

**We** will be liable for all costs and expenses incurred with **our** prior written consent in respect of **your** defence or, at **your** request, the defence of 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**.

**We** will not be liable under this Extension for:

- i legal costs and expenses where indemnity is provided by any other insurance
- ii legal costs and expenses arising out of any deliberate act or omission by **you** 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 **you** 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 England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man against any person or corporate body other than **you** domiciled or operating from premises within those territories and
  - b remains wholly or partly unsatisfied six months after the date of such judgement
- at **your** request **we** 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 **us**.

## 4 Court Attendance Compensation

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

- a any **director** or **partner** £500
- b any **employee** £250

# Public and Products Liability Section

This section is operative if shown as Insured on the Schedule.

## The insurance

**We** will indemnify **you** against all sums which **you** shall become legally liable to pay as damages and **claimants costs and expenses** arising out of accidental:

- a **injury** to any person
- b **damage to property**
- c obstruction, trespass, nuisance or interference with any right of way, light, air or water

occurring within the **territorial limits** and resulting directly from the **business** during the Period of Insurance.

## Limit of Indemnity

The maximum amount **we** will pay under this Section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause shall not exceed:

- a in respect of **terrorism**, £2,000,000 or the Public and Products Liability Limit of Indemnity shown on the Schedule for this Section whichever is lower
- b in respect of all claims other than by **terrorism**, the Public and Products Liability Limit of Indemnity shown on the Schedule for this Section.

In respect of liability caused by or arising out of **products**, the Limit of Indemnity shown on the Schedule is also the maximum amount **we** will pay during any Period of Insurance.

Where liability arises out of or in connection with **terrorism**, **our** maximum liability inclusive of all damages, **claimants' costs and expenses** and **your costs and expenses** shall not exceed £2,000,000 or the Public and Products Liability Limit of Indemnity shown on the Schedule for this Section whichever is lower.

If **we** allege that by reason of the **terrorism** limitation any loss, destruction, damage, cost or expense is not covered or is covered only up to the **terrorism** Limit of Indemnity above, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this Section, **our** total combined liability to all parties shall not exceed the applicable Limit of Indemnity shown in a or b above.

## Discharge of Liability

**We** 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 **you** in settlement of **our** liability for all claims arising

out of one occurrence or series of occurrences attributable to one original cause or source 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.

**We** 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.

## Section exclusions

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

**We** will not be liable for:

### 1 Excluded Locations

Liability arising in connection with work:

- a on or in docks, harbours or railways
- b on or in watercraft or offshore gas or oil installations
- c on or in chemical or petrochemical works, oil or gas refineries or oil or gas storage facilities
- d **airside** or on or in aircraft
- e on or in collieries, mines or quarries
- f on or in power stations
- g on or in any installation where nuclear processing is undertaken.

### 2 Defective Goods

The costs or expenses incurred in recalling, repairing, reconditioning, replacing or testing any **product** or of rectifying defective workmanship or the replacement cost of any **product** or the cost of making any refund in respect of any **product**.

### 3 Liability Under Contract or an Agreement

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 Contractual Liability and Extension 24 Inefficacy (if such Extensions are operative).

### 4 Faulty Design or Advice

Liability arising:

- a from the defective design, plan, formula or specification of products supplied if it is given for a fee or if a fee would normally be charged for it
- b out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged.

## 5 Offshore

Liability arising out of any work undertaken and/or visit **offshore**.

## 6 Property in Insureds Custody

Liability for or arising out of loss of or damage to **property**:

- a in the custody or control of or owned by **you** or any **director, partner** or **employee** other than:
  - i personal effects of **directors, partners** or **employees**
  - ii buildings including their contents not owned rented to or leased by **you** but temporarily occupied by **you** in order that work thereon may be effected by **you** or any **employee**
- b being worked on or cleaned by **you** or on **your** behalf if loss or damage is as a direct result of such work or cleaning

other than as set out in Extension 15 Damage to Property Whilst Being Cleaned including Treatment Damage, Extension 18 Customers Property Removed for Cleaning and Extension 20 Car Park and Cloakroom Liability (if such Extensions are operative).

## 7 Pollution or Contamination

Liability in respect of **pollution or contamination** including the cost of removing nullifying or cleaning up **seeping or polluting or contaminating substances** or **remediation** 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:

- a all **pollution or contamination** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
- b **our** liability for all damages and **claimants costs and expenses** payable in respect of all **pollution or contamination** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity shown on the Schedule but in no event shall this Policy cover any liability in respect of **pollution or contamination** including the cost of removing, nullifying or cleaning up **seeping or polluting or contaminating substances** or **remediation** in **North America**.

## 8 Injury to Employees

Liability for **injury** to any **employee** where such **injury** arises out of and in the course of employment by **you**.

## 9 Vehicles and Craft

Liability arising out of the ownership, possession or use of any:

- i mechanically propelled vehicle including anything attached to it
  - a used in circumstances where insurance or security is required by law
  - b where indemnity is provided by any other Policy or security
- ii craft or device intended to travel through air or space
- iii hovercraft and watercraft other than non mechanically propelled craft less than 9 metres in length which are used on inland waters.

## 10 Property Damage Excess

The amount of the **excess** shown on the Schedule in respect of each and every claim for **damage** to **property**.

## 11 Computer Hardware or Systems

Liability for or arising out of loss or destruction of or damage to computer hardware or computer software systems, data and records provided that this Exclusion shall not apply to loss or destruction of or damage to visual display units or keyboards or desktop personal computers.

## 12 Fraud Dishonesty or Embezzlement

Liability arising out of any act of theft, fraud, dishonesty or embezzlement by **you** any **director, partner** or **employee** other than as set out in Extension 22 Criminal Acts by Employees (if such Extension is operative).

## 13 Non-Proprietary Branded Products

Any liability caused by or arising out of the use of non-proprietary branded products.

## 14 North America

Liability arising from any **product** known by **you** to be for use in or supply to **North America**.

## 15 Mould

Any liability of whatsoever nature arising out of mould or toxic mould.

## 16 Grounds Maintenance and Excavation

Any liability caused by or arising out of:

- a any digging or excavation below one metre
- b lopping, topping, felling, or carting of trees
- c any pruning of trees shrubs or bushes above 3 metres in height
- d any use of explosives
- e crop spraying and aerial spraying
- f burning material or vegetation unless:
  - i adequate and suitable equipment is kept in readiness at all times to control or extinguish fire
  - ii fires are never left unattended
  - iii flames torches and fires are extinguished at least 60 minutes before **you** leave the area
- g the use of chemicals poisons and pesticides unless:
  - i they are used in accordance with manufacturers instructions
  - ii poisons and poisonous chemicals are clearly labelled and kept under lock and key when not in use
- h loss or destruction of or damage to land or crops treated by **you**
- i spraying pesticides or fumigation work.

## 17 Loss of Keys

Any liability for or arising from or out of loss of **keys** other than as set out in Extension 23 Loss of Keys (if such Extension is operative).

## 18 Inefficacy

Any liability arising from or out of **Inefficacy** other than as set out in Extension 24 Inefficacy (if such Extension is operative).

## 19 Products Inefficacy

Any liability arising from or out of **Products Inefficacy** other than as set out in Extension 25 Products Inefficacy (if such Extension is operative).

## Extensions

Each of these Extensions is subject otherwise to the terms, Conditions and Exclusions of this Section and the Policy.

The insurance provided by this Section is extended as described below.

### 1 Contingent Motor Liability

**We** will indemnify **you** against legal liability arising out of the use by any **employee** for the purposes of the **business** of any motor vehicle not belonging to or provided by **you**.

**We** will not be liable:

- i for loss or destruction of or damage to such motor vehicle or **property** conveyed therein or thereon
- ii for **injury** or loss or destruction of or damage to **property** arising while such vehicle is being driven by **you** or any **partner** or **director**
- iii for **injury** to any **employee**
- iv for **injury** or loss or destruction of or damage to **property** occurring outside England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- v if indemnity is provided under any other insurance or security.

### 2 Contractual Liability

**We** will indemnify **you** 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 provided that full conduct and control of all claims is vested in **us**.

**We** will not be liable:

- i for loss or destruction of or damage to **property** against which **you** are 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
- ii for loss or destruction of or damage to **property** brought on to any site of contract or place of work for the purpose of such contract or work
- iii for liability arising from **products** supplied under a contract of sale.

### 3 Defective Premises Act 1972

**We** will indemnify **you** 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 **you** for purposes pertaining to the **business** and since disposed of by **you**.

**We** will not be liable:

- i for **injury** or loss or destruction of or damage to **property** happening prior to the disposal of the premises
- ii for the costs of remedying any defect or alleged defect in the premises disposed of
- iii if **you** are entitled to indemnity from any other source.

## 4 Indemnity to Principal

**We** will indemnify any **principal** in respect of the legal liability of such **principal** arising out of work carried out by **you** under a contract or agreement provided that:

- a an indemnity would have been provided under this Section had the claim been made against **you**
- 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 **us**.

## 5 Leased Hired or Rented Premises

**We** will indemnify **you** against legal liability for **damage** to premises leased, hired or rented to **you** for the purpose of the **business** within the **territorial limits**.

**We** will not be liable for:

- i the **excess** shown on the Schedule of in respect of such loss, destruction or damage unless caused by fire or explosion
- ii liability assumed by **you** under a tenancy or other agreement which would not have attached in the absence of such agreement.

## 6 North America

**We** will indemnify **you** against legal liability for **injury** or **damage to property** occurring within **North America** caused by or arising from:

- a clerical, administrative or other non-manual activities of any **director**, **partner** or **employee** normally employed within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- b any **product** not known by **you** to be for use in or supply to **North America**

Provided that **our** liability in respect of all damages payable together with:

- i **claimant's costs and expenses** and
- ii all other costs and expenses incurred with **our** written consent

will not exceed the Limit of Indemnity shown on the Schedule.

**We** will not be liable for any **pollution or contamination** or any cost or expense arising out of any governmental demand or request that **you** test for, access, monitor, clean-up, remove, contain, treat, detoxify or neutralise any **seeping or polluting or contaminating substances** or **remediation** and **we** will not have the duty to defend any claim or suit seeking to impose such costs, expenses or liability for damages relating to **pollution or contamination** or any other relief.

## 7 Overseas Personal Liability

**We** will indemnify **you** or any **director**, **partner** or **employee** or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental:

- a **injury** to any person
  - b **damage to property**
- occurring during the Period of Insurance within the territories stated in 2 and 3 of the **territorial limits** during temporary visits in connection with the **business**

Provided that:

- i the conduct and control of all claims is vested in **us**
- 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

iii **our** liability will not exceed the Limit of Indemnity shown on the Schedule.

**We** will not be liable for:

- i for liability arising from:
  - a any business, profession or trade
  - b ownership or occupation of land or buildings
  - c ownership, possession or use of:
    - firearms (other than sporting guns)
    - mechanically propelled vehicles and anything attached to them
    - craft or devices intended to travel through air or space
    - hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)
    - animals (other than pet domestic animals)
  - d **property** held in trust
  - e **injury to you** or such **director, partner** or **employee** or family member accompanying them
- ii for liability more specifically insured
- iii for liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

## 8 Tool of Trade

**We** will indemnify **you** 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 **territorial limits**.

**We** will not be liable for liability:

- i in connection with any watercraft, hovercraft or aircraft
- ii if indemnity is provided under any other insurance or security
- iii which is required to be insured under any road traffic legislation.

## 9 Cross Liabilities

If more than one person is shown on the Schedule as the Insured **we** will indemnify each person as though a separate Policy had been issued to each person and **we** agree to waive all rights of subrogation against any such person

Provided that **our** total liability in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity shown on the Schedule.

## 10 Legal Costs and Expenses

**We** will pay in addition to the Limit of Indemnity legal costs and expenses incurred with **our** prior written consent for:

- a representation at any coroners inquest or inquiry in respect of any death
  - b defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event
- which may be the subject of indemnity under this Section.

## 11 Legal Defence Costs

**We** will be liable for all costs and expenses incurred with **our** prior written consent in respect of **your** defence or, at **your** request, the defence of any **director, partner** or **employee**, against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

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

- c Part II of the Consumer Protection Act 1987
- d Sections 7 & 8 of the Food Safety Act 1990

Provided that the offence under such legislation:

- i is alleged to have been committed during the Period of Insurance in connection with the **business** within the **territorial limits**
- ii relates to the health, safety and welfare of any person other than a **director** or **employee**.

**We** will not be liable for:

- i legal costs and expenses arising out of any deliberate act or omission by **you** or any **director, partner** or **employee**
- ii legal costs and expenses where indemnity is provided by any other insurance.

## 12 Court Attendance Compensation

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

- a any **director** or **partner** £500
- b any **employee** £250

## 13 Data Protection Act 1998

Following a breach of personal data (as defined in the law applicable) occurring during the **period of insurance** in the course of the **business**, **we** will pay:

- a the amount of compensation which **you** become legally liable to pay in respect of damage, either material or non-material, under the provisions of Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- b for defence costs and prosecution costs awarded against **you** in respect of a prosecution under Article 83 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man provided that you are included in the register maintained by the Information Commissioner's Office (ICO) or the equivalent in the Channel Islands, or are in the process of registration and such registration has not been refused or withdrawn.

**We** will not be liable:

- i for any deliberate act or omission by you or any **director, partner** or **employee** from which you or they could have reasonably expected liability or costs to attach
- ii for liability, defence or prosecution costs arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- iii for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
- iv for costs and expenses incurred in rectifying, replacing, reinstating, destroying or erasing data
- v for costs and expenses incurred in investigating a personal data breach or in the reporting of such to the ICO
- vi for the payment of fines or penalties
- vii if an indemnity is provided by any other insurance.

## 14 Indemnity to Others

At **your** request **we** will indemnify:

- a any **director, partner** or **employee**
- b any officer, member or **employee** of **your** social, sports or welfare organisation or first aid, fire or ambulance services in their respective capacities but excluding any first aid provided by any qualified medical practitioner or nurse
- c the owner of plant hired to **you** 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

Provided that:

- i **you** would have been entitled to indemnity under this Section if the claim had been made against **you**
- ii the full conduct and control of all claims is vested in **us**
- iii such person is not entitled to indemnity under any other insurance.

## 15 Damage to Property Whilst Being Cleaned Including Treatment Damage

**We** will indemnify **you** in respect of liability in accordance with the cover provided by this Section arising from or out of **damage to property** including carpets, upholstery and soft furnishings caused by any cleaning process undertaken by **you** or any **director, partner** or **employee** occurring within the **territorial limits** during the Period of Insurance.

**We** will not be liable for:

- a the amount of the **excess** shown on the Schedule in respect of each and every claim
- b any amount in excess of the Limit of Indemnity shown on the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source.

## 16 Financial Loss

**We** will indemnify **you** against legal liability for damages and **claimants' costs and expenses** in respect of any claim for **financial loss** first made against **you** during the Period of Insurance in connection with the **business** within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man

Provided that:

- a **our** liability in respect of all claims made against **you** during any Period of Insurance or within 30 days of its expiry including costs and expenses incurred by **us** or with **our** consent in the defence and settlement of any claims shall not exceed the Limit of Indemnity shown on the Schedule in the aggregate
- b if during the period of this Policy **you** become aware of any circumstance which may be likely to give rise to a claim falling under this Extension and **you** give written notice to **us** of such circumstances during the Period of Insurance any claim which may subsequently be made against **you** 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
- c the incident giving rise to the claim occurred on or after the **retroactive date** and does not form part of an inter-related series of incidents which commenced prior to the **retroactive date**
- d in the event of a claim arising from an incident that occurred prior to the original commencement date of this Policy **you** shall provide evidence of the existence

of **financial loss** insurance effective at the time of such incident.

**We** will not be liable:

- a for liability arising:
  - i under any contract or agreement
  - ii from the non-performance, non-completion or delay in completion of any contract or agreement
  - 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 **you** or any **director, partner** or **employee**
  - iv from libel, slander, deceit, injurious falsehood or infringement of plans, copyright, patent, trade name, trade mark or registered design
  - v from any professional act, error, omission or advice
  - vi in connection with the Data Protection Act 1998 or any amending legislation
  - vii out of any deliberate act or omission by **you** or any **director, partner** or **employee** and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - viii out of **injury** to any person or loss or destruction of or damage to **property**
- b for payments due under any statutory regulation or by-law
- c for **financial loss** resulting from:
  - i obstruction, trespass, nuisance, wrongful arrest or interference with any right of way, light, air or water
  - ii the cost of removal, repair, recovery, alteration, replacement, demolition, breaking out, dismantling, making good or recall of any **property** supplied, installed or erected by **you** or on **your** behalf
- d for claims arising out of:
  - i the exposure of any person building or **property** to asbestos
  - ii any circumstances notified to previous insurers or circumstances known to **You** at the inception of this Extension which may give rise to a claim for **financial loss**
- e for loss or destruction of or damage to information represented or stored electronically
- f the **excess** as shown on the Schedule for this Extension

## 17 Failure To Secure Premises

**We** will indemnify **you** in respect of liability in accordance with the cover provided by this Section arising from or out of **damage to property** belonging to **your** customers caused by **your** failure or the failure of any **director, partner** or **employee** to secure the premises of such customers within the **territorial limits** during the Period of Insurance.

**We** will not be liable for:

- a the **excess** as shown on the Schedule in respect of each and every claim
- b any amount in excess of the Limit of Indemnity shown on the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source.

## 18 Customers Property Removed for Cleaning

**We** will indemnify **you** in respect of liability in accordance with the cover provided by this Section arising from or out of **damage to property** belonging to **your** customers removed from the premises of such customers for the purpose of cleaning, renovation or repair by **you** or any **director,**



**partner** or **employee** occurring within the **territorial limits** during the Period of Insurance.

**We** will not be liable for:

- a the **excess** as shown on the Schedule in respect of each and every claim
- b any amount in excess of £25,000 in respect of all claims occurring in the aggregate during any one Period of Insurance.

## 19 Destruction or Disposal of Customers Property In Error

**We** will indemnify **you** in respect of liability in accordance with the cover provided by this Section arising from or out of **damage to property** belonging to **your** customers caused by the destruction or disposal of such **property** in error by **you** or any **director, partner** or **employee** in the course of the **business** within the **territorial limits** during the Period of Insurance.

**We** will not be liable for:

- a the **excess** as shown on the Schedule in respect of each and every claim
- b any amount in excess of the Limit of Indemnity shown on the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source.

## 20 Car Park and Cloakroom Liability

**We** will indemnify **you** against legal liability in respect of **damage** to vehicles or personal effects belonging to persons other than **you** whilst such property is held in trust by **you** or in **your** custody or control in connection with the **business** within the **territorial limits** during the Period of Insurance.

Provided that such property:

- i is not being stored by **you** for a fee or other consideration and
- ii is not held in trust by **you** or in **your** custody or control for the purposes of work being carried out on such property.

**We** will not be liable for:

- a the **excess** as shown on the Schedule in respect of each and every claim
- b any amount in excess of the Limit of Indemnity shown on the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source.

## 21 Movement of Obstructing Vehicles

**We** will indemnify **you** 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 **you**) being driven by **you** or any **director, partner** or **employee** with **your** 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 **you** or any **director, partner** or **employee** in connection with the **business** within the **territorial limits** during the Period of Insurance

Provided that:

- a the vehicle causing obstruction is driven by a person who is competent to drive such vehicle
- b the movement of vehicles is limited to vehicles parked on or obstructing **your** own premises or at any site at which **you** are working
- c the vehicle causing obstruction is driven by use of the owner's ignition key
- d this Extension shall not apply where **you** are carrying out the work of vehicle cleaning or valeting.

**We** will not be liable for:

- a the **excess** as shown on the Schedule in respect of each and every claim
- b any amount in excess of the Limit of Indemnity shown on the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source
- c loss or destruction of or damage to such vehicle
- d liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle.

## 22 Criminal Acts by Employees

**We** will indemnify **you** for **your** liability to pay damages including interest and claimants costs as a result of **injury** or **damage** in respect of criminal acts of arson, assault, theft, malicious damage, fraud, dishonesty or embezzlement by **your employees** 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.

## 23 Loss of Keys

**We** will indemnify **you** against all sums which **you** shall become legally liable to pay:

- a as a direct result of:
  - i **your** customers **keys** being lost or stolen whilst in **your** custody or the custody of any **director, partner** or **employee** in connection with the **business** and
  - ii such loss necessitates the replacement, changing or alteration of locks at **your** customers premises
- b in respect of any **consequential loss** arising therefrom occurring within the **territorial limits** during the Period of Insurance.

**We** will not be liable for:

- a the amount of the **excess** as shown on the Schedule in respect of each and every claim
- b any amount in excess of the Loss of Keys Limit of Indemnity shown in the Schedule during any one Period of Insurance.

## 24 Inefficacy

**We** will indemnify **You** in respect of liability arising out of **inefficacy** occurring within the **territorial limits** during the period of insurance assumed by **you** under contract or agreement provided that full conduct and control of all claims is vested in **us**.

**We** will not be liable for:

- a the amount of the **excess** as shown on the Schedule in respect of each and every claim for loss or destruction of or damage to **property**
- b loss or destruction of or damage to contract works in respect of which **you** are required to effect insurance under the terms of any contract or agreement
- c liability in respect of any **consequential loss** arising from a breach of contract which does not involve loss or destruction of or damage to **property** or **injury** to any person
- d for liability arising from **products**
- e any amount in excess of the **limit of indemnity** as shown on the Schedule in respect of or arising out of any one occurrence attributed to one original cause or source.

## 25 Products Inefficacy

We will indemnify **you** in respect of liability arising from or out of **products inefficacy** occurring within the **territorial limits** during the Period of Insurance.

We will not be liable for:

- a the amount of the **excess** as shown on the Schedule in respect of each and every claim for loss or destruction of or damage to **property**
- b any amount in excess of the **limit of indemnity** as shown on the Schedule in respect of any one occurrence or in the aggregate in any one Period of Insurance.

## 26 Wrongful Arrest

We will indemnify **you** in respect of all sums which **You** shall become legally liable to pay as compensatory damage arising from or out of **wrongful arrest** committed or alleged to have been committed by **you** or any **director partner** or **employee** occurring within the **territorial limits** during the Period of Insurance in the course of **your business**.

We will also indemnify **you** in respect of the amount of any costs incurred with **our** written consent in the investigation adjustment or defense of any claim or proceedings which may be brought against **you** any **director partner** or **employee** in connection with such **wrongful arrest**.

We will not be liable for:

- a the amount of the **excess** as shown on the schedule in respect of each and every claim
- b liability assumed by **you** under any written contract or agreement unless **we** have agreed to this in writing
- c claims made or brought against **you** by any **director partner** or **employee** or any other member of their families
- d any liability to persons other than those the subject of **wrongful arrest**
- e the cost of any fines or penalties
- f any amount in excess of the **limit of indemnity** as shown on the Schedule in respect of or arising out of any one occurrence.

## 27 Fidelity Bonding

We will indemnify **you** against:

- a direct loss of **money** or goods belonging to **customers**
- b for misuse of **customers** telephones or internet connection

caused by any act of **theft** committed during the Period of Insurance by an **employee** normally resident within the **territorial limits** and discovered not later than 12 months after the termination of:

- i this insurance
- ii the employment of the **employee** committing such act of **theft**

whichever occurs first.

Provided that

- i at all times **you** take reasonable care to ensure that suitable and competent persons are employed
- ii **You** shall provide all reasonable assistance to **us** in suing for and obtaining reimbursement from any **employee** 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 **employee** by way of salary or otherwise
- iii any loss is discovered and notified to **us** by **you** within 6 months of the date of such loss.

We will not be liable for:

- a any amount in excess of the Limit of Indemnity shown on the Schedule
- b the amount of the **excess** shown on the schedule
- c loss of interest or **consequential loss** of any kind
- d further acts of **theft** by an **employee** immediately following **your** discovery of an act of **theft** by that **employee**
- e any amount in excess of the Limit of Indemnity in respect of the acts of any one **employee** regardless of the period during which the acts were committed
- f in the event that any one claim is caused by two or more **employees** **our** liability will not exceed the Limit of Indemnity shown on the Schedule
- g any loss insured by Extension 22 – Criminal Acts by Employees

## Optional Extension

This Extension is subject otherwise to the terms, Conditions and Exclusions of this Section and the Policy.

If the Extension is shown as operative on the Schedule the insurance provided by this Section is extended as described below.

### 1 Environmental Clean Up Costs

We will indemnify **you** in respect of all sums including statutory debts that **you** are legally liable to pay in respect of **clean up costs** and **remediation costs** arising from environmental damage caused by **pollution** or **contamination** where such liability arises under an environmental directive, statute or statutory instrument

Provided that:

- i liability arises from **pollution** or **contamination** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

All **pollution** or **contamination** which arises out of one incident shall be deemed to have occurred at the same time such incident takes place

- ii **our** 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 **we** will pay inclusive of all costs and expenses.

This limit will form part of and not be in addition to the Public and Products Liability Limit of Indemnity shown on the Schedule

- iii immediate loss prevention or salvage action is taken and the appropriate authorities notified.

We will not be liable for:

- a **clean up costs** or **remediation costs** for loss or destruction of or damage to any land, **premises**, watercourse or body of water owned, leased, hired or tenanted by **you** or otherwise in **your** custody or control
- b loss, destruction or damage connected with pre-existing contaminated property
- c loss, destruction or damage 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
- d removal of any risk of an adverse effect on human health on any land, **premises**, watercourse or body of water owned, leased, hired or tenanted by **you** or otherwise in **your** custody or control

- 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
- f costs for prevention of imminent threat of environmental loss, destruction or damage where such costs are incurred without there being **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected incident
- g the **excess** shown on the Schedule of each and every claim
- h loss, destruction or damage resulting from an alteration to subterranean store of groundwater or to flow patterns
- i costs for the reinstatement or reintroduction of flora or fauna
- j loss, destruction or damage caused deliberately or intentionally by **you** or where **you** have knowingly deviated from environmental protection regulations or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible
- k loss, destruction or damage caused by **your** ownership or operation on **your** behalf of any storage, treatment or disposal of waste or waste products
- l loss, destruction or damage which is covered by a more specific insurance
- m costs in respect of any Complementary remediation or Compensatory remediation as defined by the Environmental Damage (Prevention and Remediation) Regulations 2009 and any successor and/or amending legislation.

## 2 Legionellosis

General Exclusion 8 Pollution or Contamination will not apply in respect of **legionellosis** provided that:

- a **We** will not be liable for **legionellosis** occurring prior to the commencement of cover under this Section
- b **We** will not be liable unless:
  - i claims are first made in writing to **you** a **director** or **partner** during the Period of Insurance or
  - ii the first notification of **injury** or alleging **injury** or of any incidents which may give rise to a claims made to **you** a **director** or **partner** is notified to **Us** during the Period of Insurance or within 30 days of expiry of the same Period of Insurance
- c **We** will not be liable for any **legionellosis** occurring in **North America**
- d all **legionellosis** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place
- e the maximum amount **we** will pay including damages, **claimants' costs and expenses** and **your costs and expenses** in respect of liability for **legionellosis** during any one Period of Insurance will not exceed £1,000,000. Where more than one party is entitled to indemnity under this Extension **Our** total combined liability to all parties will not exceed £1,000,000 in any one Period of Insurance.

It is a condition precedent to **Our** liability that where **you** own or are responsible for any water air-conditioning or other purpose built system or equipment that uses water including but not limited to associated tanks pipes ducting evaporative condensers spa pools saunas and Turkish baths that:

- i risk assessments to identify the presence of legionella bacteria are carried out at intervals not exceeding 12 months

- ii **you** take appropriate measures to prevent and control the growth and multiplication of legionella bacteria
- iii **you** retain documentary evidence of all risk assessments and measures undertaken
- iv **you** produce such documentary evidence if requested by **us**.

## Conditions Precedent to Liability

These Conditions Precedent to Liability apply in addition to the General Conditions.

### 1 Use of Heat Precautions

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

- a equipment will be lit as short a time as possible before use and extinguished immediately after use
- b equipment which is lit or switched on must not be left unattended
- c at least one 2 gallon or 9 litre fire extinguisher per item of heat equipment in use must be kept available for immediate use
- d 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
- e 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 **our** liability that:

- a bitumastic products are not heated in or on any building
- b vessels for heating bitumastic products must not be left unattended whilst heating is taking place.

### 3 Underground Services Precautions

It is a condition precedent to **our** liability that prior to the commencement of any digging or excavation work **you** 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.

### 4 Flammable Solvent Precautions

It is a condition precedent to **our** liability that the following precautions must be observed on each occasion there is use away from **your** 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 **you** and all naked flames in pilot lights and appliances extinguished
- d adequate ventilation must be maintained at the site of work.

## 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 shown as Insured on the Schedule.

The insurance provided by this Sub-Section is on a claims-made basis which means that **we** will only handle claims first made and notified to **us** in accordance with the Claims Conditions during the Period of Insurance.

**We** will indemnify **you** against all sums which **you** shall become legally liable to pay as damages and **claimants costs and expenses** in respect of any breach of **your** professional duty that results in a **circumstance** or claim against **you** 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** or **damage** to **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 **you** and committed in good faith
- d **damage** to **documents** not owned by **you**
- e unintentional defamation, libel and slander

Provided that:

- a such **circumstance** or claim:
  - i is discovered by **you** made against **you** or intimated to **you** for the first time during the Period of Insurance
  - ii is notified to **us** during the Period of Insurance
  - iii arises from a negligent act, error or omission committed by **you** 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 **you** within the **territorial limits**
- b in the event of a claim under this Sub-Section and if required by **us** **you** 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

**Our** maximum liability 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 Professional Indemnity Limit of Indemnity as shown on the Schedule.

## Exclusions to Sub-Section 1 – Professional Indemnity

These apply in addition to the General Exclusions.

**We** 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 **yours** 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 **you**
- 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 **your** 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 **you** of any buildings, premises, structures, land, aircraft, watercraft or vehicle
- b any claim for loss or destruction of or damage to **property** owned by, leased, hired, rented or entrusted to **you** or otherwise in **your** care, custody or control save that this Exclusion shall not apply in respect of claims for **damage** to **documents** not owned by **you**
- 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 **you** have a controlling interest or
- b any entity that has a controlling interest in **you** by virtue of their having a majority financial or executive interest in **your** operation

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

## 6 Joint Ventures

Any claim arising from a partnership or joint venture of which **you** are a member.

## 7 Patent Infringement

Any claim arising from **your** infringement of any patent.

## 8 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.

## 9 Injury to Employees

Any claim arising from **injury** to any **employee** where such **injury** arises out of and in the course of employment by **you**.

## 10 Trading Losses

Any claim arising out of or in connection with **your** insolvency (including any claim made by **your** liquidator, provisional liquidator or administrator) or any trading losses or trading liabilities incurred by any business managed or carried on by **you**.

## 11 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 **you** not been uninsured at the time **you** first became aware of such claim, **circumstance** or occurrence.

## 12 Deliberate Acts and Known Defects

Any claim caused by or arising from

- a any deliberate act, error or omission of **yours**
- b the specification of or provision by **you** of any **product** or the provision by **you** of any service which **you** knew or which **you** 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.

## 13 Directors' and Officers' Liability

- a any claim against **you** in **your** capacity as a director, officer or trustee in respect of **your** performance or non-performance of **your** duties as a director, officer or trustee
- b any claim made against **you** or any principal, **partner**, **director** or executive officer of **you** in respect of a breach of their legal duty to manage the business in accordance with their legal and/or regulatory obligations.

## 14 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.

## 15 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.

## 16 Excess

The amount of the **excess** as shown on the Schedule of insurance or any lesser amount for which any claim may be settled in respect of any one claim or **series of claims**.

## 17 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 other than hand propelled 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.

## 18 Virus

Any claim caused by or arising from the transmission of any **virus**.

## 19 Design and Construct/Supply

Any claim arising from the provision of any advice, design or specification where **you** contract 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

**We** having been advised of a claim or **circumstance** under this Sub-Section will be entitled to pay to **you** in settlement of **our** liability for all claims or **series of claims** arising directly or indirectly from one source or originating cause either:

- a the Professional Indemnity Limit of Indemnity (less any amounts already paid as damages) or
- b such other amount for which the claim or claims may be settled.

**We** 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 Professional Indemnity Limit of Indemnity has to be made to dispose of a claim or **series of claims** **our** liability to pay costs and expenses in connection therewith shall be limited to such proportion of the said costs and expenses as the Professional Indemnity Limit of Indemnity bears to the amount paid to dispose of such claim or **series of claims**.

**We** shall not have a duty to defend any legal proceedings in respect of any claim or **series of claims** after the Professional Indemnity Limit of Indemnity has been exhausted by payment to **you** in settlement of **our** liability.

**We** will not be liable for any loss which **you** may claim to have sustained by reason of **us** having exercised **our** rights under this Condition.

## 2 Excess

- a **We** 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 as shown on the Schedule
- b The amount of the **excess** as shown on the Schedule shall not apply to claims where the sole payment is made under Extension 1 – Costs to this Section.

## Sub-Section 1 – Professional Indemnity – Extensions

Each of these Extensions is subject otherwise to the terms, Conditions and Exclusions of this Sub-Section and the Policy.

### 1 Costs

**We** will pay in addition to the Professional Indemnity Limit of Indemnity:

- a £300 per person for every day that any principal, **partner**, **director** or **employee** is required by **our** 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 **our** prior written consent
- c all other costs and expenses incurred with **our** written consent by **us** or **you** in respect of any one claim or **series of claims**.

### 2 Irrecoverable Fees

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

Provided that such breach:

- a first becomes known to **you** during the Period of Insurance
- b is notified to **us** 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 shown as Insured on the Schedule.

## The insurance

If **damage** occurs during the Period of Insurance within the **territorial limits** to:

- 1 **Property** shown as insured on the Schedule at the **premises**
- 2 **Property** not at the **premises** being:
  - a computer records **documents** manuscripts and business books provided that **we** will not be liable for:
    - i theft unless from a locked building
    - ii any amount in excess of £25,000
    - iii loss, destruction or damage unless **general contents** at the **premises** are insured by this Section
    - iv loss or destruction of or damage to computer records not included under the Definition of **general contents**
  - b **Stock** at any storage location provided that **we** will not be liable for:
    - i theft unless from a locked building
    - ii any amount in excess of £20,000 in total or £10,000 at any one location unless otherwise shown on the Schedule
    - iii loss, destruction or damage unless **stock** at the **premises** is insured by this Section
  - c **General contents** temporarily removed from the **premises** for cleaning renovation or repair provided that **we** will not be liable for any amount in excess of 15% of the Sum Insured for **general contents** at the **premises** or £25,000 whichever is the less
  - d **Stock** and **general contents** in any building at exhibition premises in which **you** are participating as an exhibitor provided that **We** will not be liable for:
    - i any amount in excess of £10,000
    - ii loss or destruction of or damage to **stock** or **general contents** unless such **property** at the **Premises** is insured by this Section
    - iii theft from any stand or display whilst left unattended unless the exhibition premises are closed and secure

**We** will pay **you** the amount of loss as stated in the Basis of Settlement.

## Property All Risks Section – Extensions

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

### 1 Glass

**We** will indemnify **You** for:

- a **damage** to:
  - 1 internal and external plain plate and sheet glass
  - 2 ornamental or bent glass
  - 3 **officefront**
  - 4 lettering on glass
  - 5 neon signs
  - 6 external signsprovided that **we** will not be liable for:
  - i loss, destruction or damage caused by scratching installation removal or repair
  - ii loss, destruction or damage unless **buildings** or **general contents** at the **premises** are insured by this Section
  - iii loss, destruction or damage whilst the **premises** are **unoccupied**
  - iv loss, destruction or damage arising out of any reconstruction or alteration to or repair of the **premises** glass or neon signs
  - v loss, destruction or damage existing prior to the commencement of this insurance
  - vi loss, destruction or damage consequent upon settlement expansion or contraction of frames or fittings in any new **building** completed during the twelve months prior to breakage
  - vii loss or destruction of or damage to any glass which is not fixed
  - viii wear tear gradual deterioration electrical or mechanical breakdown
  - ix breakage of bulbs or tubes unless consequent upon **damage** to neon or illuminated signs
  - x breakage of any glass which does not extend through its entire thickness
- b Accidental breakage of sanitary earthenware provided that **we** will not be liable for the **excess** being the first £100 of any claim
- c The cost of temporary boarding up following accidental breakage provided that **we** will not be liable for any amount in excess of £500

- d **damage** by falling glass to the framework fittings or goods on display in windows provided that **we** will not be liable for any amount in excess of £250
- e **damage** to alarm foil for which **You** are responsible

## 2 Replacement of Locks

**We** will indemnify **you** for the cost incurred in replacement of locks to the **buildings** or any **unit** or to any safe or strongroom within the **buildings** or **unit** following loss of keys.

**We** will not be liable for:

- i the replacement of locks arising from theft of keys from the **buildings** or any **unit** out of **business hours** or when the **buildings** or **unit** are **unoccupied**
- ii any amount in excess of:
  - a £500 for keys to safes or strongrooms
  - b £1,000 in total for any one loss.

## 3 Septic Tanks and Underground Services

**We** will indemnify **you** for the cost for which **you** are responsible for repair of **damage** to:

- a septic tanks
- b underground services (including covers) extending from the **premises** to the public mains.

**We** will not be liable for any amount in excess of £25,000.

## 4 Rented Buildings

**We** will indemnify **you** against legal liability for **damage** occurring during the period of insurance to the **buildings** hired or rented to **you** for the purpose of the **business**.

**We** will not be liable for:

- i liability assumed under a tenancy or other agreement which would not have attached in the absence of such agreement
- ii liability if the Public and Products Liability Section of this Policy is in force
- iii loss, destruction or damage by theft or attempted theft when the **buildings** or **unit** are **unoccupied**
- iv any amount in excess of £5,000
- v loss, destruction or damage unless **general contents** at the **premises** are insured by this Section.

## 5 Extinguishment Expenses

**We** will indemnify **you** for the costs incurred by **you** for refilling fire extinguishment appliances and replacing used sprinkler heads.

**We** will not be liable for any amount in excess of £25,000.

## 6 Metered Water

**We** will indemnify **you** for the cost incurred by **you** as determined by the Water Supply Undertakings Meter for charges demanded by the Water Supply Undertaking Company following insured **damage** to water apparatus after the point of the service feed to the **premises**.

**We** will not be liable for:

- i any loss, destruction or damage not discovered within 180 days of its occurrence
- ii any loss, destruction or damage occurring when the **buildings** or **unit** in which the loss, destruction or damage occurs are **unoccupied**
- iii any amount in excess of £2,500.

## 7 Clearing of Drains

**We** will indemnify **you** for the costs incurred by **you** for clearing cleaning or repairing drains gutters sewers for which **You** are responsible.

**We** will not be liable for:

- i costs other than as a direct result of **damage** caused by a **defined peril**
- ii any amount in excess of £10,000.

## 8 Designation

For the purpose of determining where necessary the item under which any **property** is insured **we** agree to accept the designation under which such **property** has been entered in **your** accounting books.

## 9 Purchasers Interest

If **you** have contracted to sell the **premises** and the purchaser has not insured the **premises** before completion the purchaser will have the benefit of this section insofar as it relates to the **premises** up to the date of completion.

## 10 Workmen

**Workmen** may be employed to effect repairs decoration general maintenance and minor alterations without prejudice to the insurance hereby.

**We** will not be liable for loss, destruction or damage caused by **contractors** on the **premises** for the purpose of carrying out contract works structural or other substantial alterations or extensions (including any contract under JCT conditions) unless agreed by **us** in advance.

It is a condition precedent to **our** liability that when any such work involves the application or generation of heat whether by **contractors** or **workmen** or otherwise **you** 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 loss, destruction or damage.

## 11 Capital Additions

Where **buildings** and **general contents** are shown as insured on the Schedule, **we** will pay for **damage** to:

- a alterations and additions to, but not appreciation in value of, the **buildings** and **general contents** insured by this Policy
  - b any newly acquired **buildings**
  - c any newly acquired **general contents**
- within the **territorial limits** so far as they are not otherwise insured provided that:
- i **you** tell **us** of the alteration, addition or acquisition within 30 days of it occurring
  - ii **you** request a change in this Policy to cover the alteration, addition or acquisition or arrange specific insurance and
  - iii **you** will then pay an additional premium and **we** will tell **you** of any changes to the terms, conditions and exclusions of this Policy.

**Our** liability under this extension at any one location will not exceed:

- a in respect of **buildings**, 10% of the Total Sum Insured on **buildings**
- b in respect of **general contents**, 10% of the Total Sum Insured on **general contents**
- c in respect of **buildings** and **general contents** combined, a maximum amount of £250,000.



## 12 Other Interests

The interest of:

- a any freeholder mortgagee or lessor is noted in the insurance provided by this Section on **buildings**
  - b other parties supplying **property to you** under a hiring leasing or similar agreement or lending money for its purchase are noted in the insurance provided by this Section on **general contents** and/or **computer equipment** respectively
- and in the event of any claim under this Section the nature and extent of any interest will be disclosed to **Us**.

## 13 Non Invalidation

The insurance provided by this Section shall not be invalidated by reason of any act omission or alteration unknown to **you** or beyond **your** control whereby the risk of **damage** is increased provided that immediately **you** become aware of the increase in risk **you** shall inform **us** in writing and pay an additional premium and tax if required.

## 14 Contractors

Where **we** agree in advance in writing that contract works structural or other substantial alterations or extensions may be carried out by **contractors** on the **premises**, Section Exclusion 2 b xiv shall not apply provided that all precautions conditions and Risk Improvement Requirements imposed by **us** are complied with.

## 15 Subsidence

The insurance provided by this Section is extended to include **damage** to the Property Insured by **subsidence ground heave** or **landslip** of any part of the site on which the **property** stands

provided that **we** will not be liable for:

- i loss or destruction of or damage to yards car parks roads pavements walls gates and fences unless also affecting **buildings** insured hereby
- ii loss, destruction or damage caused by or consisting of:
  - a the normal **settlement** or bedding down of new structures
  - b the **settlement** or movement of made-up ground
  - c coastal or river erosion
  - d defective design or workmanship or the use of defective materials
  - e fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- iii loss, destruction or damage which originated prior to the inception of this cover
- iv loss, destruction or damage resulting from:
  - a demolition construction structural alteration or repair of any **property** or
  - b groundworks or excavationat the same **premises**.

## Property All Risks Section – Section Exclusions

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

**We** will not be liable for:

### 1 Excess

The amount of the **excess** shown on the Schedule.

### 2 Excluded Damage

Loss, destruction or damage:

- a which is not identifiable with a specific event

b caused by or resulting from:

- i any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair but not excluding the subsequent loss, destruction or damage which itself results from a **defined peril** and not otherwise excluded
- ii inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials or operational error or omission but this will not exclude subsequent loss, destruction or damage which itself results from a **defined peril** and is not otherwise excluded
- iii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, mould or toxic mould, chipping, marring or scratching, vermin or insects
- iv change in temperature, colour, flavour, texture or finish
- v joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- vi the bursting of:
  - a any boiler not used for domestic purposes only
  - b any economiser other vessel, machine or apparatusowned by **you** or under **your** control in which internal pressure is due to steam only but this will not exclude subsequent loss, destruction or damage which itself results from a **defined peril** and is not otherwise excluded
- vii mechanical or electrical breakdown, failure, breakage or derangement of any item of machinery or equipment in which mechanical or electrical breakdown, failure, breakage or derangement occurs but this will not exclude the subsequent loss, destruction or damage which itself results from a **defined peril** and is not otherwise excluded
- viii disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- ix **subsidence, ground heave** or **landslip** except as insured by Extension 15 – Subsidence of this section
- x spontaneous heating or fermentation of the **property** insured by this section or fire caused by its undergoing any process involving the application of heat but this will not exclude the subsequent loss, destruction or damage which itself results from a **defined peril** and is not otherwise excluded
- xi deterioration of refrigerated stock
- xii wind, rain, hail, sleet, snow, flood or dust to moveable **property** in the open, walls, gates and fences
- xiii escape of water from any water, drainage or heating system, escape of oil from any fixed oil fired heating installation, riot, civil commotion, labour or political disturbances, malicious persons in any building which is **unoccupied**.
- xiv **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).

### 3 Theft

Loss, destruction or damage due to theft or attempted theft:

- a that does not involve entry to or exit from a building by forcible and violent means or that does not involve actual

- or threatened assault or violence, or use of force against **you** or any person lawfully in the building
- b from any part of the **building** not occupied by **you** for the purposes of the **business**
- c from any vehicle left unattended by **you**, any **director**, **partner** or **employee**
- d from any garden, yard or open space
- e from an **unoccupied** building
- f by any **employee** or any person lawfully in the building but this will not exclude:
  - i such loss, destruction or damage which itself results from other loss, destruction or damage and is not otherwise excluded
  - ii subsequent loss, destruction or damage which itself results from a **defined peril** and is not otherwise excluded.

## 4 Vehicles

Loss or destruction of or damage to vehicles licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

## 5 Media

Loss, destruction or damage caused by or consisting of distortion, erasure or corruption of computer records or any electronic, magnetic or optical tapes, disks or discs for use in any computer equipment.

## 6 Excluded Property

Loss or destruction of or damage to:

- a antiques, furs, jewellery, precious stones, gold or silver articles, firearms, ammunition, explosives, fireworks, promissory notes, securities, bonds or deeds
- b buildings or structures in the course of construction or erection and materials or supplies in connection therewith
- c land, piers, jetties, bridges, culverts or excavations, growing crops or trees
- d **property** more specifically insured.

# Property All Risks Section – Basis of Settlement

## 1 In respect of Buildings General Contents and Computer Equipment

**We** will pay:

- a the cost of reinstatement being
  - i where the **property** is lost or destroyed in the case of
    - a **buildings** the cost of rebuilding
    - b **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 **our** consent solely by reason of the necessity to comply with The Stipulations first imposed upon **you** following **damage** provided that the reinstatement is completed within twelve months of the occurrence of the **damage** or within such further time as **we** may in writing allow
- c the cost of removing debris being the cost incurred with **our** 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 loss, destruction or 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

**We** 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 **we** 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 our** liability will not exceed the amount which **we** 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 **your** requirements provided that it does not increase **our** liability.

### 4 Day One (non adjustable) – Applicable only to items of property shown as insured on the Schedule against which a Declared Value is shown

- i Declared Value means **your** assessment of the value of the **property** insured shown on the Schedule 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 **you** will notify **us** of the Declared Value of **property** insured by each Item shown on the Schedule and in the absence of such declaration the last amount declared by **you** will be taken as the Declared Value for the ensuing Period of Insurance
- iii The Declared Value for each Item is the amount shown in brackets on the Schedule excluding the provision for inflation
- iv In the event of **damage our** liability in respect of **property** to which this provision applies will not exceed the Sum Insured shown on the Schedule for each Item
- v If at the time of the loss, destruction or 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 **us** will be proportionately reduced.

### 5 Alternative Basis of Settlement

**Our** 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 loss, destruction or damage the property is covered by any other insurance effected by **you** or on **your** behalf and such other insurance is not on the identical basis of reinstatement defined in Basis of Settlement 1A
- iv if it is shown on the Schedule that the Alternative Basis of Settlement applies.

Under the Alternative Basis of Settlement **we** 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:

- a complying with The Stipulations
- b removing debris
- c 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 loss, destruction or 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

**We** 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 incurred in connection with the reproduction of any information to be recorded

but excluding the value to **you** of the information on or in such computer records, documents, manuscripts and business books and subject to **our** 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

**We** 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 **you** are 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 our** 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 loss, destruction or damage to all other property.

## 4 In respect of Rent of buildings which suffer damage

**We** will pay:

in relation to the loss of **rent** payable by **you**

- the amount of **rent** which continues to be payable by **you** in respect of the **buildings** or portions of the **building** which are unfit for occupation in consequence of the **damage**

but **our** liability will be limited to the loss suffered within the period of **rent** insured (as shown on 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 Bases of Settlement

### Underinsurance

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

## Property All Risks Section – Conditions

These apply in addition to the General Conditions.

### 1 Risk Protections

- a Automatic Sprinkler and Fire Alarm Installations
  - 1 In respect of loss, destruction or damage by fire it is a condition precedent to **our** liability that in respect of automatic sprinkler and fire alarm installations at the **premises you** will:
    - a take all reasonable steps to prevent freezing of and other loss or destruction of or damage to the installations and in so far as it is **your** 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 **us** in writing and obtain **our** prior agreement in writing
    - c allow **us** access to the **premises** at all reasonable times for the purpose of inspecting the installations
    - d carry out routine tests as agreed by **us** and remedy promptly any defect revealed by a test.
  - 2 In the event that alterations or repairs become necessary to the automatic sprinkler installation **we** may at **our** option suspend any cover which is granted against loss, destruction or damage by the accidental escape of water from the installation until the alteration or repairs have been carried out and approved by **us**.
- b Fire Extinguishing Appliances  
In respect of loss, destruction or damage by fire it is a condition precedent to **our** liability that a CO2 or dry powder fire extinguisher of at least 2kg, which is the subject of an annual maintenance contract, must be installed at the **premises**.

## 2 Other Protective Devices

It is a condition precedent to **our** liability 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 **us**:
- a Doors officially designated as Fire Exit doors by **your** written fire risk assessment must be secured using appropriate internally operated mortice deadlocks or panic bars/latches.
  - b Single leaf timber doors (other than Fire Exit doors) must be secured by:
    - i a mortice deadlock 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 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 **our** liability 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 Waste

It is a condition precedent to **our** liability in respect of loss, destruction or 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 shown as Insured on the Schedule.

### The insurance

**We** will indemnify **you** up to the Limits of Liability shown on the Schedule for **damage** that occurs during the Period of Insurance to:

- 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.
- 2 **Money** – other than 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
  - a in the **premises**:
    - 1 during **business hours**
    - 2 in locked safes or strongrooms as shown on the Schedule out of **business hours**
    - 3 in all other locked safes or strongrooms out of **business hours**
    - 4 not in locked safes or strongrooms out of **business hours**
  - b whilst:
    - 1 in **transit** or at sites of contract
      - a in **your** custody or the custody of any **director, partner** or authorised **employee**
      - b in the custody of a specialist security carrier
    - 2 in a night bank safe
    - 3 within **your** private residence or the private residence of any **director, partner** or authorised **employee** and
      - a in a locked safe or strongroom
      - b not in a locked safe or strongroom.

**The Limits of Liability for Item Numbers 2A1 and 2B1 are doubled during the week immediately prior to any annual holiday shutdown as observed by the business.**

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

These apply in addition to the General Exclusions.

We will not be liable for:

- a any loss, destruction or damage not within the **territorial limits** except as stated in Extension 3 of this Section
- b depreciation, shortages, errors, omissions or direct or indirect **consequential loss** of any kind
- c loss, destruction or damage arising from theft, fraud or dishonesty of any **director, partner or employee**:
  - i not discovered within seven working days of the event
  - ii insured by a fidelity guarantee insurance
- d loss from any:
  - i unattended vehicle
  - ii coin operated machine
- e loss, destruction or damage due to use of counterfeit **money**.

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

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

This Section also insures **damage** to:

### 1 Safes and Strongrooms

safes strongrooms or franking machines or containers used for the carriage or safety of **money** arising from theft or attempted theft.

### 2 Clothing and Personal Effects

clothing and personal effects of **you** or any **director partner** or **employee** arising from robbery or attempted robbery.

We will not be liable for any amount in excess of £500.

### 3 Business Travel

**money** in the custody of **you** or any **director partner** or **employee** in connection with a business trip anywhere in the world.

We will not be liable for any amount in excess of £500.

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

These apply in addition to the General Conditions.

### 1 Aggregation

**Our** aggregate liability in respect of any one loss under this Sub-Section or other Policy or Policies issued by **us** will not exceed the Limits of Liability shown on the Schedule or any other stated Limit of Liability.

### 2 Protective Devices

It is a condition precedent to **our** liability 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 separate to the 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 **you** or any **director, partner** or authorised **employee** and **our** liability will not exceed £3,000 in respect of any one person.

## 5 Safe Installation

It is a condition precedent to **our** liability that any safe installed at the **premises** is fitted in accordance with the manufacturer's instructions and to the manufacturer's specification.

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

### The insurance

If an **insured person** sustains **physical 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 **business** which independently of any other cause results in death or disablement occurring within 12 months of such **physical injury** then **we** will pay **you** the Benefit specified below.

### Benefits

1 Death	£15,000
2 Loss of Limbs	£15,000
a In the case of a leg or legs	
i loss by permanent physical severance at or above the ankle or	
ii permanent and total loss of use of an entire foot or leg.	
b In the case of an arm or arms permanent and total loss of use of an entire hand or arm	
3 Loss of Sight	£15,000
Irrecoverable loss of sight:	
a in both eyes if an <b>insured person</b> is registered as severely sight impaired	
b in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what a person with standard vision should see at 60 feet).	
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 <b>insured person</b> from engaging in their usual occupation	£15,000
5 Temporary total disablement preventing the <b>insured person</b> from engaging in their usual occupation	£100 per week (payable monthly)

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

These apply in addition to the General Exclusions.

**We** will not be liable for:

- a **physical injury** to any person who at the time of sustaining injury is under 16 or over 70 years of age
- b **physical injury** which is in any way brought about by or with the collusion of **you** or any **director, partner** or **employee**
- c **physical injury** which is in any way brought about by any drugs or intoxication or by any existing physical defect or infirmity
- d any amount in excess of £15,000 under Benefits 1 to 4 in respect of any **insured person**
- e any amount in excess of 104 weeks under Benefit 5 in respect of any **insured person**.

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

These apply in addition to the General Conditions.

### 1 Payment of Benefit

- a Any claim under this Sub-Section will commence with payment of Benefit 5. If during the progress of a claim **we** agree with **you** that it is more appropriate to progress to Benefits 2, 3 or 4 all amounts paid or payable under Benefit 5 will be deducted from any sum paid under Benefits 2, 3 or 4 in respect of the same **physical injury**.
- b If a payment is made under Benefit 1, all amounts paid or payable under Benefits 2, 3, 4 or 5 will be deducted from any sum paid under Benefit 1 in respect of the same **physical injury**.
- c When a payment is made to **you** under Benefits 1, 2, 3 or 4 **our** liability under this Sub-Section shall then cease in respect of that **insured person**
- d No Benefit payable will carry interest.

### 2 Medical Examinations

Where a claim is made for Benefits 2 3 4 or 5 all certificates, information and evidence **we** reasonably require shall be provided to **us** at **your** expense. The **insured person** will agree to a medical examination, when reasonably required, at **our** expense during the period of incapacity. If the requirement for documents or attendance at examinations at **our** request is not complied with, **we** will stop all payments under this Sub-Section and rights to benefit will be forfeited until the requested documentation is provided in its entirety or such person submits to examination within 30 days of being asked or a longer period mutually agreed by **you** and **us**. Where a claim is made for Benefit 1 (Death) **we** may require a post mortem at **our** expense.

# Business Interruption Section

This Section is operative if shown as Insured on the Schedule.

## The insurance

If the **business** at the **premises** is interrupted as a result of **damage** occurring during the Period of Insurance to **property** used by **you** in connection with the **business** at the **premises** we will indemnify **you** for the amount of loss as stated in the Basis of Settlement but not exceeding the Sums Insured shown on the Schedule

Provided that:

- i payment has been made or liability admitted for the **damage** under an insurance covering **your** interest in the **property** or
- ii payment would have been made or liability admitted for the **damage** but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

## Business Interruption Section – Basis of Settlement

### 1 Loss of Gross Profit

We 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

Our 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 Increased Cost of Working

We will pay as indemnity the **increased cost of working** during the **indemnity period** in consequence of the **damage**.

### 3 Loss of Rent Receivable

We will indemnify **you** for the loss of **rent receivable** from **buildings** or **units** owned by **you** in connection with the **business** at the **premises** which become unfit for occupation as a result of **damage**.

We will pay 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 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 **us** will be proportionately reduced.

## Business Interruption Section – Extensions

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

We will also indemnify **you** as provided in The insurance of this Section for such interruption as a result of:

### 1 Defective Sanitation

Closure of the **premises** by order of a Public Authority consequent upon vermin pests defects in drains or defective sanitation at the **premises**.

We will not be liable for any amount in excess of £25,000.

### 2 Prevention of Access

**Damage** to property in the vicinity of the **premises** which prevents or hinders the use of or access to the **premises**.

We will not be liable for:

- i any amount in excess of £25,000
- ii any interruption resulting from a cause not insured by this Section.

### 3 Damage to Public Utilities

**Damage** at the undernoted situations:

Property at any

- a generating station or sub-station of the public electricity supply undertaking
  - b land based premises of the public gas supply undertaking or of any natural gas provider linked directly therewith
  - c water works or pumping station of the public water supply undertaking
- from which **You** obtain electricity gas or water services all in England Scotland Wales or Northern Ireland.

**We** will not be liable for:

- i any amount in excess of £25,000
- ii any interruption resulting from a cause not insured by this Section.

### 4 Suppliers

**Damage** to property at the premises of any of **your** suppliers manufacturers or processors of components goods or materials.

**We** will not be liable for:

- i any loss as a result of loss, destruction or damage at any premises not within the **territorial limits** unless specifically shown on the Schedule
- ii any loss as a result of loss, destruction or damage at any premises of any supply undertaking from which **You** obtain electricity gas water or telecommunication services unless specifically shown on the Schedule
- iii any amount in excess of £25,000
- iv any interruption resulting from a cause not insured by this Section.

### 5 Property Stored Away from the Premises

**Damage** to **your property** whilst stored away from the **Premises**.

**We** will not be liable for:

- i any loss as a result of loss, destruction or damage at any premises not within the **territorial limits** unless specifically shown on the Schedule
- ii any amount in excess of £25,000
- iii any interruption resulting from a cause not insured by this Section.

### 6 Exhibition Expenses

**Damage** to any premises at which **you** are contracted to participate as an exhibitor and to which such **damage** causes the cancellation of **your** participation in the exhibition.

**We** will not be liable for:

- i any loss other than those costs for the sole purpose of participating in such exhibition incurred by **you** prior to the date of the loss, destruction or damage
- ii any loss as a result of loss, destruction or damage at any premises not within the **territorial limits** unless specifically shown on the Schedule
- iii any amount in excess of £25,000
- iv any interruption resulting from a cause not insured by this Section.

### 7 Contract Sites

**Damage** to property at sites within the **territorial limits** where **you** are carrying out a contract.

**We** will not be liable for:

- i any amount in excess of 25% of the Sum Insured by Item 1 as shown on Schedule

- ii any loss as a result of loss, destruction or damage at any premises of any supply undertaking from which **you** obtain electricity gas water or telecommunication services unless specifically shown on the Schedule
- iii any interruption resulting from a cause not insured by this Section.

### 8 Goods in Transit

**Damage** to **general contents** and **stock in transit** anywhere within the **territorial limits** by any conveyance operated by **You** or by post courier service.

**We** will not be liable:

- i for any amount in excess of £25,000
- ii for any interruption resulting from a cause not insured by this Section
- iii if loss or destruction of or damage to such property in **transit** anywhere within the **territorial limits** is not insured.

### 9 Subsidence

**Damage** to **your property** by **subsidence ground heave** or **landslip** of any part of the site on which the **property** stands.

**We** will not be liable for interruption resulting from:

- i loss or destruction of or damage to yards car-parks roads pavements walls gates and fences unless also affecting **buildings** insured hereby
- ii loss, destruction or damage caused by or consisting of:
  - a the normal **settlement** or bedding down of new structures
  - b the **settlement** or movement of made-up ground
  - c coastal or river erosion
  - d defective design or workmanship or the use of defective materials
  - e fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- iii loss, destruction or damage which originated prior to the inception of this cover
- iv loss, destruction or damage resulting from:
  - a demolition construction structural alteration or repair of any **property** or
  - b groundworks or excavationat the same Premises.

## Business Interruption Section – Exclusions

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

**We** will not be liable for loss resulting from:

### 1 Excluded Damage

Loss, destruction or damage:

- a which is not identifiable with a specific event
- b caused by or resulting from:
  - i any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair but not excluding the subsequent loss, destruction or damage which itself results from a **defined peril** and not otherwise excluded
  - ii inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials or operational error or omission but this will not exclude subsequent



- loss, destruction or damage which itself results from a **defined peril** and is not otherwise excluded
- iii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, mould or toxic mould, chipping, marring or scratching, vermin or insects
- iv change in temperature, colour, flavour, texture or finish
- v joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- vi the bursting by steam pressure of any vessel, machine or apparatus (not being a boiler or economiser on the **premises** or a boiler used for domestic purposes only) in which internal pressure is due to steam only, owned by **you** or under **your** control but this will not exclude subsequent loss, destruction or damage which itself results from a **defined peril** and is not otherwise excluded
- vii mechanical or electrical breakdown, failure, breakage or derangement of any item of machinery or equipment in which mechanical or electrical breakdown, failure, breakage or derangement occurs but this will not exclude the subsequent loss, destruction or damage which itself results from a **defined peril** and is not otherwise excluded
- viii disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- ix **subsidence, ground heave or landslip** except as insured by Extension 9 – Subsidence of this section
- x spontaneous heating or fermentation of **property** or fire caused by its undergoing any process involving the application of heat but this will not exclude the subsequent loss, destruction or damage which itself results from a **defined peril** and is not otherwise excluded
- xi deterioration of refrigerated stock
- xii wind, rain, hail, sleet, snow, flood or dust to moveable **property** in the open, walls, gates and fences
- xiii escape of water from any water, drainage or heating system, escape of oil from any fixed oil fired heating installation, riot, civil commotion, labour or political disturbances, malicious persons in any building which is **unoccupied**
- xiv **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 Theft

Loss, destruction or damage due to theft or attempted theft:

- a that does not involve entry to or exit from a building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building
- b from any part of the **building** not occupied by **you** for the purposes of the **business**
- c from any vehicle left unattended by **you**, any **director, partner or employee**
- d from any garden, yard or open space
- e from an **unoccupied** building
- f by any **employee** or any person lawfully in the building but this will not exclude:
  - i such loss, destruction or damage which itself results from other loss, destruction or damage and is not otherwise excluded

- ii subsequent loss, destruction or damage which itself results from a **defined peril** and is not otherwise excluded.

## 3 Vehicles

Loss or destruction of or damage to vehicles licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

## 4 Media

Loss, destruction or damage caused by or consisting of distortion, erasure or corruption of computer records or any electronic, magnetic or optical tapes, disks or discs for use in any computer equipment.

## 5 Excluded Property

Loss or destruction of or damage to:

- a antiques, furs, jewellery, precious stones, gold or silver articles, firearms, ammunition, explosives, fireworks, promissory notes, securities, bonds or deeds
- b buildings or structures in the course of construction or erection and materials or supplies in connection therewith
- c land, piers, jetties, bridges, culverts or excavations, growing crops or trees.

## Business Interruption Section – Conditions

These apply in addition to the General Conditions.

### 1 Payment on Account

Payments on account may be made during the **indemnity period**.

### 2 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 **you** or by others on **your** 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** during the **indemnity period**.

### 3 Savings

If any of the charges or expenses of the **business** payable out of **gross profit** cease or reduce in consequence of the **damage** the amount of such savings during the **indemnity period** will be deducted from the amount payable.

### 4 Professional Accountants Charges

**We** will pay the charges payable by **you** to **your** professional accountants for producing information required by **us** in connection with any claim and for reporting that such information is in accordance with **your** accounts.

### 5 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** earned during the period between the commencement of the **business** and the date of the **damage** to the amount by which the **turnover** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **turnover** realised during the period between the commencement of the **business** and the date of such **damage**.

# Fidelity Guarantee Section

This Section is operative if shown as Insured on the Schedule.

## The insurance

**We** will indemnify **you** against direct loss of **money** or goods belonging to **you** or for which **you** are legally responsible caused by any act of **theft** committed during the period of insurance by an **employee** normally resident within the **territorial limits** and discovered not later than 12 months after the termination of:

- a this insurance
- b the employment of the **employee** committing such act of **theft**

whichever occurs first.

Provided that

- i **You** shall provide all reasonable assistance to **Us** in suing for and obtaining reimbursement from any **Employee** 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 **Employee** by way of salary or otherwise
- ii any loss is discovered and notified to **Us** by **You** within 6 months of the date of such loss.

## Section Exclusions

These apply in addition to the General Exclusions.

**We** will not be liable for:

- a any amount in excess of the Limit of Indemnity shown on the Schedule
- b the amount of the **excess** shown on the Schedule
- c loss of interest or **consequential loss** of any kind
- d further acts of **theft** by an **employee** immediately following **your** discovery of an act of **theft** by that **employee**
- e any amount in excess of the Limit of Indemnity shown on the Schedule in respect of the acts of any one **employee** regardless of the period during which the acts were committed
- f any loss insured by Extension 22 – Criminal Acts by Employees of the Public and Products Liability Section of this Policy.

General Exclusion 6 does not apply to this Section.

## Fidelity Guarantee Section – Extensions

### 1 Previous Insurance

If this Insurance immediately supersedes a Fidelity Insurance effected by **you** (the 'Superseded Insurance') **we** will indemnify **you** 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 Policy
- 2 the loss would have been insured by this Policy had it been in force at the time of the loss
- 3 **our** liability 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 shown on the Schedule.

In any event **our** total liability in respect of any **one claim** continuing through both the term of the Superseded Insurance and the continuation of this Policy shall not exceed the Limit of Indemnity applicable under this insurance.

## Fidelity Guarantee Section – Conditions

### 1 Limitations

**Our** liability in respect of any **one claim** caused by the **employee** shall not exceed the Limit of Indemnity shown on the Schedule.

In the event that **one claim** is caused by two or more **employees acting in collusion our** liability in all shall not exceed the Limit of Indemnity shown on 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 **you** are or would but for the existence of this Policy be entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund **we** 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 Policy not been effected.

### 3 Application of Limitations

Irrespective of the number of Periods of Insurance during which this Policy (and any insurance issued in substitution therefor) shall remain in force **our** total liability in respect of any **one claim** shall not exceed the Limit of Indemnity shown on 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 **your** possession and
- b any **money** salary fee or commission which but for the **employees theft** would have been due to the **employee** from **you**

is legally withheld by **you** and remains in **your** possession after termination of the employment of such **employee** the total of such sums shall be deducted by **us** from the amount of the loss.

### 5 Money recovered

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

- a firstly to **you** to reduce or extinguish the amount of **your** loss (but not the **excess**)
- b thereafter to **us** to the extent of the claim paid or payable and
- c finally to **you** where the **excess** has been deducted from the claim.

### 6 Obtaining reimbursement

**You** shall give all reasonable assistance to **us** in suing for and obtaining reimbursement from any **employee** responsible for any act of **theft** in respect of losses paid or payable under this Policy.

### 7 Vetting of Employees

In respect of direct loss of **money** or goods belonging to **you** or for which **you** are legally responsible it is a condition precedent to **our** liability that **you** 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 **you** 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 **you** and shall be made available for **us** to inspect on request.

# Specified All Risks Section

This Section is operative if shown as Insured on the Schedule.

## The insurance

In the event of **damage** occurring during the Period of Insurance to the **property** insured shown on the Schedule **we** will pay **you** the amount of loss as stated in the Basis of the Settlement.

## Specified All Risks Section Exclusions

These apply in addition to the General Exclusions.

**We** will not be liable for:

### 1 Excess

The amount of the **excess** shown on the Schedule.

### 2 Excluded Damage

Loss, destruction or damage:

- a which is not identifiable with a specific event
- b unless the loss, destruction or damage occurs within the **territorial limits** shown on the Schedule
- c caused by or resulting from:
  - i faults in processing or the insufficiency or unsuitability of packing or preparation
  - ii inherent vice, latent defect, gradual deterioration, wear and tear or frost
  - iii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
  - iv overwinding, or mechanical or electrical breakdown, failure, breakage or derangement
  - v change in temperature, colour, flavour, texture or finish
  - vi disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - vii depreciation, deterioration or contamination unless caused by fire, theft or attempted theft or collision or overturning of the conveying vehicle
  - viii use of **property** contrary to manufacturer's instructions.

### 3 Fraud

Loss, destruction or damage caused by acts of fraud or dishonesty of any person to whom **property** has been entrusted including any collusion.

### 4 Theft

Loss, destruction or damage resulting from theft or attempted theft:

- a from a vehicle owned by **you** or for which **you** are responsible unless the vehicle is securely locked and all security devices set in operation or the vehicle is kept in a locked building of substantial construction or guarded security park
- b from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against **you**, any **director**, **partner** or **employee** or any other person lawfully present
- c by any **director**, **partner** or **employee**
- d from any garden, yard or open space
- e from an **unoccupied** building
- f of portable **computer equipment** that is left unattended inside any road vehicle unless:
  - i the vehicle is securely locked and all security devices set in operation
  - ii the vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9pm and 6am unless the vehicle is aboard a ship or ferry
  - iii the portable **computer equipment** is concealed from view
  - iv the portable **computer equipment** is stored in the boot or under the parcel shelf if the vehicle is a private car
- g of portable **computer equipment** that is in transit by ship or ferry unless it is carried as hand luggage or kept in a securely locked cabin aboard such a vessel.

### 5 Leakage and Spillage

Loss, destruction or damage due to leakage, shortage in weight or spilling unless arising from fire, theft or attempted theft or collision or overturning of the conveying vehicle.

### 6 Open Vehicles

Loss, destruction or damage due to theft or attempted theft from an open or soft-topped or an open or curtain-sided vehicle when left unattended by **you**, any **director**, **partner** or **employee** unless:

- a the **property** is kept out of sight within the cab section of the vehicle or, where the vehicle is a convertible, the boot or locked glove compartment, or
- b the vehicle is stolen at the same time.

## Specified All Risks Section – Extension

This Extension is subject otherwise to the terms, Conditions and Exclusions of this Section and the Policy.

### 1 Continued Hiring Charges

(only applicable if shown as Insured on the Schedule)

**We** will pay **you** for liability assumed by **you** under indemnity clauses incorporated into plant hiring agreements for payment of continuing hire charges following **damage** to Hired in Plant for which a claim has been accepted under this Policy by **us** provided that indemnity shall apply only for a maximum period of 90 days following **damage**.

**We** will not be liable for the first 48 hours that the plant is out of commission.

## Specified All Risks Section – Basis of Settlement

### 1 In respect of Stock

For unsold **stock** or for customers' goods the amount **we** will pay is the cost of repair or replacement (less a reduction for wear, tear and depreciation) up to the trade market value of the item in a condition equal to but not better or more extensive than its condition immediately prior to the loss, destruction or damage.

For **stock** sold, but not delivered, for which **you** are responsible under the terms of the sale contract, **we** will make payment on the basis of the contract price if following insured **damage** the contract is cancelled, due to the contract conditions, either wholly or to the extent of the loss, destruction or damage.

For **stock** or customers' goods the most **we** will pay for **damage** is the Sum Insured shown on the Schedule in respect of **stock**.

### 2 In respect of Property other than Stock

**We** will pay as the basis of settlement of any claim 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** **our** liability will not exceed the amount which **we** 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 **your** requirements provided that it does not increase **our** liability.

- 3 **Our** liability will be limited to the value of the **property** at the time of its loss, destruction or 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 loss, destruction or damage the **property** is covered by any other insurance effected by **you** or on **your** behalf and such other insurance is not on the identical basis of reinstatement.

## General Provision

### Underinsurance

If at the time of the loss, destruction or damage the Sum Insured shown on the Schedule for any item is less than 85% of the cost of the reinstatement of the item the amount otherwise payable by **us** will be proportionately reduced.

This Underinsurance provision does not apply to **stock**.

## Specified All Risks Section – Conditions

These apply in addition to the General Conditions.

### 1 Limit of Liability

**Our** 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.

# Customer's Money Section

This section is operative if shown as insured on the Schedule.

**We** will indemnify **you** against liability for loss of or **damage to money** belonging to **your** customer's occurring within the **territorial limits** in connection with the **business** during the Period of Insurance. Provided always that the insurance by this Section shall commence from the time that **you** accept responsibility in writing for each consignment of **money** and shall cease upon acceptance in writing by the customer or other consignee.

## Limit of indemnity

**Our** liability in respect of all indemnity payable under this Section and Extensions of this Section in respect of or arising out of any one occurrence attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated in the Schedule.

## Exclusions

These apply in addition to the General Exclusions.

**We** will not be liable for

- 1 Loss of or **damage to money** occurring outside the **territorial limits**
- 2 Depreciation shortages errors omissions or direct or indirect consequential loss of any kind
- 3 Loss of or **damage to money** from any unattended conveyance
- 4 The amount of any **excess** specified in the Schedule in respect of each and every claim.

## Extensions

These Extensions are subject to all other terms Conditions and Exclusions of the Policy.

### 1 Theft by employees

**We** will indemnify **you** against liability for loss of **money** belonging to **your** customers occurring during the Period of Insurance arising out of theft dishonesty fraud or embezzlement by any **employee director** or **partner** discovered within seventy-two hours of its occurrence.

Provided that

- a The hours of Saturdays Sundays and official Public Holidays shall not be included in the calculation of the discovery period
- b **We** have not declined to provide Fidelity Guarantee Insurance to the **insured**
- c **Our** total liability in respect of any occurrence or series of occurrences attributable to one original cause or source will in no circumstances exceed in the aggregate the Limit of Indemnity stated in the Schedule.

### 2 Additional expenses

**We** will indemnify **you** against liability in respect of claims made by **your** customers for additional expenses incurred by such customers in making up duplicate payroll and/or for payment of overtime wages for **employees** of such customers as a result of such **employees** having to wait after their normal working hours for their pay following loss for which **we** have provided indemnity under this Section.

Provided that **we** will not be liable under this Extension for any amount in **excess** of £2,000.

### 3 Safes and clothing

In addition to the Limit of Indemnity stated in the Schedule **we** will also indemnify **you** against the cost of loss of or **damage to**

- a safes on **your** own premises containing customers' **money** arising from theft or attempted theft
- b clothing of any **director partner** or **employee** arising from robbery or attempted robbery of customers' **money** provided that **we** will not be liable under this Extension for any amount in **excess** of £500 in respect of each person's clothing.

## Conditions

These Conditions apply in addition to the General Conditions.

### 1 Carriage of money in vehicles

It is a condition precedent to the liability of the **Company** under this Section that in respect of all operations of the **insured** involving the carriage or custody in motor vehicles of **money** with a value in **excess** of £5,000 belonging to customers of the **insured** there shall be not less than two **employees** in each vehicle carrying such **money** unless the **Company** has provided its prior written agreement otherwise.

**To make a claim, call 0345 415 0495**  
Please add this number to **your** mobile phone

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