

**Commercial Select  
Insurance  
Policy**

Thank you for choosing



**Jersey**

M J Touzel (Insurance Brokers) Ltd  
Kingsgate House, 55 The Esplanade  
St Helier  
Jersey, JE1 4HQ

[www.islands.je](http://www.islands.je)  
**01534 835383**  
[insure@islands.je](mailto:insure@islands.je)

**Guernsey**

The Islands' Insurance Brokers Ltd  
PO Box 449, Lancaster Court  
Forest Lane, St Peter Port  
Guernsey, GY1 3ZZ

[www.islands.gg](http://www.islands.gg)  
**01481 710731**  
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**Alderney**

The Islands' Insurance Brokers Ltd  
17 Victoria Street  
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**01481 824100**  
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**Jersey** M J Touzel (Insurance Brokers) Ltd is regulated by the Jersey Financial Services Commission (JFSC) under the Financial Services (Jersey) Law 1998 for General Insurance Mediation Business (GIMB 0046)

**Guernsey** The Islands' Insurance Brokers Ltd is licensed by the Guernsey Financial Services Commission (GFSC) under the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002 as an intermediary for general insurance (reference 13696)

## How to Make a Claim and Helpline Service

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If anything happens that means you need to make a claim or if you wish to discuss your policy in any way, please contact your usual insurance advisor or the office that issued your policy:

### Jersey

M J Touzel (Insurance Brokers) Ltd  
Kingsgate House  
55 The Esplanade  
St Helier  
Jersey JE1 4HQ

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[insure@islands.je](mailto:insure@islands.je)

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**01481 824100**  
[alderney@islands.gg](mailto:alderney@islands.gg)

## Emergency Helpline

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If you require emergency assistance out of normal office hours please call our 24-Hour Business Emergency Helpline – 0845 604 7012.

## Legal expenses insurance

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Your policy schedule will state whether or not Islands Commercial Legal Protection applies. If it does, please refer to the separate DAS policy booklet for details of the Helpline Services provided. For advice and to make a claim call – **0344 893 0859**. For the Counselling Service call – **0344 893 9012** – only for Legal expenses insurance.

# Thank you

## for placing your insurance with NFU Mutual

### Cancellation Rights

If YOU do not want to accept your new cover, YOU may cancel the cover by writing to US or calling US within 14 days of receiving the policy or amendment to an existing policy. WE may charge pro rata for the cover that has been provided.

### Complaints

WE strive to provide OUR customers with the highest level of service and would like to know if YOU are not satisfied with any aspect of this. If YOU are unhappy with the service YOU receive, please tell US straight away as WE would like the chance to put things right. YOU can do this by calling or writing to the office of Islands Insurance which issued YOUR policy.

If YOU remain unhappy with the outcome YOU may be able to refer YOUR complaint to the Channel Islands Financial Ombudsman. For more information visit [www.ci-fo.org](http://www.ci-fo.org) or call (Jersey) 01534 748610 or (Guernsey) 01481 722218.

Please always quote YOUR policy number as it will enable YOUR complaint to be dealt with promptly.

### Language

This policy and its accompanying documentation are written in the English language. WE will communicate with YOU in English throughout the duration of this policy.

### Statutory Status

YOU can check OUR statutory status on the Financial Services Register. YOU can access the Financial Services register from the Financial Conduct Authority (FCA) website [www.fca.org.uk](http://www.fca.org.uk) or by calling the FCA on **0800 111 6768**. OUR Financial Services Register number is 117664

### Privacy Policy

Although YOUR policy is with NFU MUTUAL, ISLANDS INSURANCE remains the Data Processor and the Data Controller. To find out more about how WE use YOUR personal information and YOUR rights, please go to the Privacy Policy on OUR website.

### Fraud Prevention and Detection

To prevent and detect fraud WE may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. OUR Privacy Policy includes information about what WE do with personal data for this purpose.

# Introduction

In return for YOU paying YOUR premium and US accepting it, NFU MUTUAL will insure YOU in line with the terms of the policy for the PERIOD OF INSURANCE and any subsequent period of insurance, provided YOU keep to the terms and conditions of the policy.

Please read this policy, schedule and any certificate(s) of insurance carefully. If they do not meet YOUR needs, return them to US or YOUR insurance advisor as soon as possible.

This policy is evidence of the contract between YOU and NFU MUTUAL and is based on the information YOU provided, which is confirmed on YOUR schedule.

This contract and the relationship between NFU MUTUAL and YOU shall be governed by, and interpreted in accordance with the appropriate law as set out below unless WE and NFU MUTUAL agree with YOU otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which YOU normally live or (if applicable) the first named policyholder normally lives or
2. In the case of a business or organisation, the law applying in that part of United Kingdom, Channel Islands or Isle of Man where YOU have YOUR principal place of business or
3. Should neither of the above be applicable, the law of England and Wales.



Steve Bower

Customer Services Director

The National Farmers Union Mutual Insurance Society Limited

**Note:** The issue by US to YOU of a policy makes you a member of The National Farmers Union Mutual Insurance Society Limited ("THE SOCIETY"), on the terms of THE SOCIETY's memorandum and articles of association. These are available from the Company Secretary at NFU MUTUAL's registered office.

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# Your Obligations

This policy and schedule contain terms including warranties and special conditions. It is important that YOU read and understand these in full. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss it may invalidate YOUR cover and affect YOUR right to claim.

Below WE provide a summary of YOUR most important obligations contained in this policy which will apply if YOU have the cover in force as stated in YOUR schedule. Please read YOUR policy for full details of YOUR obligations.

## **General Conditions (applicable to all covers of the policy)**

Alteration in Risk - Advising us of any alteration in risk

Duplicate Records - Backing up your records

Payment of Premium - Paying your premium

Reasonable Precautions - Taking reasonable precautions to avoid loss or damage

Surveys, Risk Improvements and Additional Information - Allowing us to conduct surveys and implementing recommendations

## **Property**

Computer Equipment Breakdown - Arranging for the maintenance of computer equipment

Exclusions - Securing unattended vehicles and trailers

Special Conditions, Unoccupied Premises - Taking appropriate measures in relation to unoccupied premises

Special Conditions, Underinsurance - Accurately declaring the value of property insured

Warranties - Keeping premises secure; appropriately storing and removing trade waste; appropriately storing stock in basements and cellars; maintaining fire extinguishing appliances; maintaining and using fire protection systems

## **Money & Malicious Attack**

Credit Cards - Keeping cards secure and complying with the terms of the card company

Warranties - Keeping premises secure; keeping records of money and monetary documents; securing money in transit

## **Deterioration Of Stock**

Special Conditions, Underinsurance - Providing adequate sums insured

Exclusions - Taking due care of stock

Warranties - Inspecting and maintaining refrigeration equipment

## **Business Interruption (Gross Profit - Declaration Linked)**

Declaration and Premium Adjustment - Declaring estimated gross profit

Warranties - Complying with the Warranties in the Property Cover

## **Business Interruption (Income - Declaration Linked)**

Declaration and Premium Adjustment - Declaring estimated income

Warranties - Complying with the Warranties in the Property Cover

## **Business Interruption (Additional Increased Cost of Working)**

Warranties - Complying with the Warranties in the Property Cover

## **Contractors' All Risks**

Exclusions - Keeping tools secure

## **Goods In Transit**

Containers - Safe loading, unloading and conveyance of containers

Deterioration - Monitoring temperature of property in transit

Special Conditions, Underinsurance - Not exceeding vehicle load limit

Special Conditions, Vehicle Security - Securing transport vehicles

## **Public and Product Liability**

Cloakroom Liability - Display of notices in cloakrooms

Warranties, Underground Services - Identifying and protecting underground services

Warranties, Use of Heat - Taking care of work involving use of heat

## **Contractors' Public & Product Liability**

Cloakroom Liability - Display of notices in cloakrooms

Warranties, Underground Services - Identifying and protecting underground service

Warranties, Use of Heat - Taking care of work involving use of heat

## **Property Owners' Liability**

Cloakroom Liability - Display of notices in cloakrooms

Warranties, Use of Heat - Taking care of work involving the use of heat



# General Definitions

Each time WE use one of the words or phrases below in capital letters, it will have the same meaning wherever it appears in the policy, unless an alternative is stated to apply. Where a section of the policy contains definitions, they must be read in conjunction with the following general definitions.

Words which appear in lower case will have their natural and ordinary meaning.

## **ACCIDENT**

Accidental physical injury resulting from a visible cause or exposure to severe weather conditions.

## **BASIS OF COVER**

Day One Reinstatement, Reinstatement, Indemnity, Modern Materials or First Loss as shown on YOUR schedule.

## **BUILDINGS**

Unless stated otherwise on YOUR schedule the buildings of the PREMISES which YOU own or for which YOU are responsible and which are:

1. built of brick, stone, concrete or metal;
2. roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients; and
3. with a maximum 10% construction of combustible materials.

The definition of BUILDINGS includes:

1. cables, wires and associated control gear and accessories;
2. landlord's fixtures and fittings which YOU own or for which YOU are responsible;
3. outbuildings, extensions, annexes, gangways and conveniences which satisfy the requirements set out above;
4. walls including boundary walls, gates and fences around and belonging to YOUR buildings;
5. piping, ducting, inspection covers, external tanks, drains or private off-mains drainage systems and accessories for which YOU are legally responsible, which extend from YOUR buildings; and
6. yards, car parks, roads, forecourts and pavements around and belonging to YOUR buildings.

## **BUSINESS**

The business described on YOUR schedule, including:

1. the provision and management of canteen, social, sports, educational and welfare organisations and first aid, fire, ambulance and security services for the benefit of EMPLOYEES;
2. maintenance and repair of YOUR PROPERTY and PREMISES; and
3. taking part in exhibitions and trade shows.

## **COMPUTER EQUIPMENT**

Computer equipment used for electronic processing, communication and storage of electronically processed data including:

1. installed computer equipment comprising interconnecting wiring and fixed discs including but not restricted to telecommunications equipment, computerised telephone systems, printers, scanners and other associated equipment, point of sale equipment, electronic access equipment, air conditioning, heat, smoke and water detection equipment, lighting and voltage regulating equipment;
2. portable computer equipment which is carried by hand including but not restricted to laptops, palmtops, tablet personal computers, portable hard drives and other external storage data devices, digital cameras, smart phones, mobile phones and removable satellite navigation systems, digital audio and visual equipment and other electronic media presentation equipment.

Computer equipment which is an integral part of the control, monitoring or operation of process or production machinery is excluded.

## **CONTENTS**

Trade fixtures and fittings, machinery and all other contents and equipment owned by YOU or for which YOU are responsible and which relates to YOUR BUSINESS, including:

1. tenants' improvements, alterations and decorations;
2. business books, documents, computer systems records and programmes, designs or plans but

3. only for the cost of the materials, labour and computer time necessary to reproduce them; 3 patterns, models and moulds but only for the cost of the materials and labour necessary to reproduce them;
4. personal effects other than MONEY and/or MONETARY DOCUMENTS of any director, EMPLOYEE or visitor not exceeding £1,000 for any one person; and
5. wines and spirits used solely for entertainment purposes.

The following PROPERTY is excluded from the definition of CONTENTS:

1. landlords' fixtures and fittings;
2. STOCK;
3. COMPUTER EQUIPMENT;
4. gaming, amusement or external vending machines;
5. motor vehicles licensed for road use, including their accessories;
6. deeds, bonds, bills of exchange or MONEY or MONETARY DOCUMENTS;
7. explosives; and
8. living creatures, pets or livestock.

#### DAMAGE

Accidental physical loss, destruction or damage.

#### DECLARED VALUE

YOUR assessment of the cost of reinstating each ITEM OF PROPERTY at the start of the PERIOD OF INSURANCE, where the BASIS OF COVER is shown in YOUR schedule as Day One Reinstatement. The DECLARED VALUE should include an allowance for:

1. any additional cost of reinstatement to comply with the requirements of the public authorities including the European Union;
2. professional fees; and
3. debris removal costs.

#### EMPLOYEE

Any person working for YOU in connection with YOUR BUSINESS who is:

1. under a contract of service or apprenticeship with YOU;
2. a labour master, labour-only sub-contractor or a person supplied by either of them;
3. self-employed;
4. working under a recognised work experience or training scheme;
5. a voluntary helper;
6. borrowed by or hired to YOU; or
7. a director of the company.

#### EXCESS

The amount or, where expressed as a percentage, the proportion of each loss for which YOU are responsible which will be deducted from any claim payment, after all other terms and conditions (including any underinsurance condition) of this policy have been applied.

#### ILLNESS

Any illness, disease, medical complaint or condition which is not an ACCIDENT contracted in Europe, Australia, Canada, New Zealand, the Republic of South Africa or the United States of America.

#### INJURY

Bodily injury, death, disease, illness and/or medically recognised psychiatric injury.

#### INSURED PERIL

A peril which is listed on YOUR schedule as being insured.

#### ITEM OF PROPERTY

Any individual article or category of articles of PROPERTY to which an individual sum insured is attached in YOUR schedule.

#### MONEY

Cash, bank currency notes, uncrossed cheques and postal orders, luncheon vouchers, unused postage stamps, trading and National Insurance stamps not fixed to cards, National Savings stamps, unexpired units in franking machines and gift vouchers, lottery and other prize scratch cards, utility vouchers, top-up cards and mobile phone vouchers

belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS.

#### MONETARY DOCUMENTS

Crossed cheques and postal orders and bankers' drafts, National Insurance stamps fixed to cards, National Savings certificates, premium bonds, credit card sales vouchers or receipts, VAT purchase invoices and any other money instruments which are non-negotiable belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS.

#### PERIOD OF INSURANCE

The period of insurance specified on YOUR schedule.

#### POLLUTION

All pollution or contamination of PROPERTY or of water or land or the atmosphere.

#### PREMISES

The premises shown on YOUR schedule comprising the BUILDINGS or BUILDINGS of which YOU are the sole occupier (unless otherwise shown on YOUR schedule) in connection with YOUR BUSINESS and the land within the boundaries belonging to them.

#### PROPERTY

Material property.

#### SLAUGHTER ON HUMANE GROUNDS

Slaughter:

1. with OUR prior consent; or
2. where a VET has certified it necessary to carry out immediate slaughter because it would be cruel to keep the animal alive.

#### STOCK

Stock and materials in trade owned by YOU or for which YOU are responsible.

#### TERRORISM

1. For liability insurances:

An act, including but not limited to, the use of force or violence and/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 and/or to put the public, or any section of the public, in fear.

2. For all other insurances:

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

#### UNOCCUPIED

Unoccupied, untenanted or not actively used by YOU or any of YOUR tenants for a period of more than 30 consecutive days.

#### VET

A veterinary surgeon registered with the Royal College of Veterinary Surgeons.

#### WE, US, OUR

The National Farmers Union Mutual Insurance Society Limited.

#### YOU, YOUR

The legal entity/entities shown on YOUR schedule as being the Policyholder.

# General Exclusions

The following exclusions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

WE will not pay for:

1. Losses directly or indirectly caused or contributed to by;
  - a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to PROPERTY by or under the order of any government, public or local authority, other than for insurance provided under the Employers' Liability section;
  - b) TERRORISM unless stated otherwise in the policy. If WE allege that this General Exclusion applies to any claim, the burden of proving the contrary will be upon YOU. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect;
  - c) pressure waves arising from aircraft and other aerial devices travelling at sonic or supersonic speeds;
  - d) the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, other than for insurance provided under the Employers' Liability section;
  - e) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
  - f) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component; and/or
  - g) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
2. loss of market value beyond the cost of repair, replacement or reinstatement of PROPERTY.
3. DAMAGE to COMPUTER EQUIPMENT or any other loss arising directly or indirectly from:
  - a) unauthorised access;
  - b) virus, program code, programming instruction or any set of instructions intentionally constructed with the ability to cause DAMAGE, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not, including trojan horses, worms and logic bombs;
  - c) any actions or instructions constructed or generated with the ability to DAMAGE, interfere with or otherwise affect the availability of networks, network services, and network connectivity or information systems including the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and among networks.
4. losses directly or indirectly caused or contributed to by;
  - a) the way in which any COMPUTER EQUIPMENT responds to or deals with or fails to respond to or deal with any true calendar date; and/or
  - b) COMPUTER EQUIPMENT responding to or dealing in any way with:
    - i. data denoting a calendar date or dates as if such data did not denote a calendar date or dates; and/or
    - ii. data not denoting a calendar date or dates as if such data denoted a calendar date or dates; whether such COMPUTER EQUIPMENT is YOUR PROPERTY or not.

For all insurances other than Public Liability or Products Liability paragraphs 3 and 4 above will not exclude subsequent DAMAGE (not otherwise excluded) which itself results from fire, aircraft, explosion, earthquake, escape of water, impact, riot or malicious persons, sprinkler leakage, subsidence and theft otherwise insured by this policy.

5. WE will not pay for any DAMAGE caused by or in connection with the property being used by YOU, YOUR tenant or any other lawful visitor for the conduct or attempted conduct of illegal activity.

# General Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

## Alteration in Risk

YOU will not be insured under this policy if:

1. YOUR interest ceases, except by will or operation of law; or
2. there is a change in circumstances, which alters the risk.

YOU are required to tell US of any change of circumstances that arise after the start of this insurance. If YOU are not sure whether a change in circumstances needs to be disclosed, YOU should disclose it.

## Automatic Reinstatement

Provided that YOU pay any additional premium that WE require, the insurance by this policy will not be reduced by the amount of any loss unless:

1. either YOU or WE advise to the contrary; or
2. the applicable section of this policy specifically provides to the contrary.

## Cancellation of the Policy

YOU may cancel YOUR policy by writing to US or calling US. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF INSURANCE.

WE may cancel YOUR policy at any time by giving YOU 14 days notice in writing. OUR cancellation letter will be sent to the latest address WE have for YOU.

The reasons why YOUR policy may be cancelled include, but are not limited to:

1. where YOU or anyone acting for YOU commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of YOUR policy;
2. where a change in YOUR circumstances means that WE can no longer provide cover;
3. failure to comply with policy terms and conditions;
4. use of threatening or abusive behavior or language, or intimidating or bullying of OUR staff or suppliers;
5. if YOU default under OUR Premium Instalments Plan to pay the premium, cover under YOUR policy will cease in accordance with the terms and conditions of the Premium Instalments Plan.

If WE cancel YOUR policy WE will refund the part of YOUR premium applying to the remaining PERIOD OF INSURANCE unless fraud or misrepresentation has been identified or a claim has been made when WE may not refund any premium.

## Compliance with Terms

WE will not pay YOUR claim unless YOU and all other persons insured by this policy observe and comply with all the terms and conditions of this policy, whether contained in these General Conditions or elsewhere.

## Duplicate Records

WE will not pay YOUR claim for book debts or Property Cover Extension Computer Equipment Breakdown unless, throughout the PERIOD OF INSURANCE:

1. all YOUR data records are backed up at least once every 14 days and stored off site or in a fire proof cabinet;
2. adequate back up facilities are provided to ensure that all essential business information and software can be recovered following a breakdown; and
3. back up arrangements for individual systems are tested at least once a year.

## Designation Clause

In determining the item under which PROPERTY is insured WE will accept the description given in YOUR business records.

### **Fraud and Misrepresentation**

If YOU or anyone acting for YOU:

1. makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
2. intentionally misrepresents, and/or misdescribes or withholds any material relevant to this insurance;

WE will not pay any part of YOUR claim or any claim which YOU have made or which YOU may make under the policy and WE will have the right to:

1. avoid, or at OUR option, cancel the policy without returning any premium that YOU have paid;
2. recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and/or
3. refuse any other benefit under the policy.

### **Interested Parties**

At YOUR request, WE agree to note any interest in the PROPERTY shown on YOUR schedule which YOU are required to include. In the event of DAMAGE occurring which results in a claim under this policy, YOU agree to disclose the nature and extent of such interest prior to the settlement of any claim.

### **Non-invalidation**

No act, omission or alteration which is unknown to YOU or beyond YOUR control will invalidate this policy provided that YOU inform US of any increased risk as soon as YOU become aware of it.

### **Payment of Premium**

1. if YOU pay the premium using Islands Insurance direct debit instalment scheme, WE have the right to renew this policy each year and continue to collect premiums using this method. WE may vary the terms of the policy (including the premium) at renewal. WE will not renew this policy, provided that YOU tell US before YOUR next renewal date that YOU do not want to renew.
2. where WE refer in the policy to the payment of premiums, this will include payment by monthly instalments. If YOU pay by this method, this policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by a due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and this policy will be cancelled immediately, unless WE agree otherwise.

### **Personal Legal Representatives**

If YOU die, WE will provide indemnity to YOUR personal legal representatives for any liability YOU had previously incurred under this policy, provided that the personal legal representatives keep to the terms and conditions of the policy.

### **Premium Adjustment**

If YOUR premium is based on estimates that YOU have provided YOU agree that:

1. those estimates will be based upon reasonable and objective grounds according to established commercial standards; and
2. upon OUR request, YOU will provide within a reasonable time:
  - a) an updated estimate for the coming period of insurance; and/or
  - b) a declaration of any information as WE may require to adjust YOUR premium. Where YOU provide such a declaration YOU will pay any additional premium as may be required or WE will refund any premium to YOU subject to OUR retention of OUR normal minimum premium.

### **Reasonable Precautions**

WE will not pay YOUR claim unless YOU have, throughout the PERIOD OF INSURANCE:

1. complied with all legal requirements and regulations imposed by any authority;
2. taken reasonable steps to prevent and minimise accidents, loss, injury and damage;
3. taken reasonable steps to protect PROPERTY and maintain it in a good state of repair;
4. taken reasonable care in the selection and supervision of EMPLOYEES;
5. kept books with a complete record of purchases and sales; and
6. employed a VET at YOUR own expense when an insured animal is injured or ill and treated that animal in accordance with the VET's recommendations.

### **Rights of Third Parties**

Any person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or other subsequent legislation, to enforce the terms of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

### **Right to Survey**

WE have the right to conduct a survey of YOUR PREMISES for the purposes of assessment or control of risk.

### **Surveys, Risk Improvements and Additional Information**

If YOUR schedule indicates that this policy has been issued subject to certain survey(s) being undertaken YOU will, within a reasonable time, allow US access to any location that WE may require to undertake those survey(s). If WE are unable to carry out a survey within a reasonable time WE may at OUR election avoid, cancel, suspend or alter the terms of this policy or increase the premium.

If YOUR schedule indicates that this policy has been issued subject to YOU implementing certain risk improvements or providing certain additional information:

1. the insurance granted by this policy will automatically cease following the expiry of any deadline indicated in YOUR schedule or any other deadline which WE may specify; or
2. if no deadline is indicated in YOUR schedule but YOU fail to implement the improvements or provide the information within a reasonable time WE may at OUR election avoid, cancel, suspend or alter the terms of the policy or increase the premium.

If any survey or additional information reveals factors that adversely influence OUR assessment of the risk WE may at OUR election avoid, cancel, suspend or alter the terms of this policy or increase the premium. WE will communicate any such actions to YOU in writing.

### **Renewal of the policy**

Prior to the renewal date of YOUR policy, WE will send YOU details of:

1. the terms on which YOUR policy may be renewed;
2. any changes to the policy cover; and
3. the actions YOU need to take to renew YOUR policy.

If YOUR payment method for the policy is Direct Debit then YOUR policy will be automatically renewed using the payment details YOU have given to US.

YOU agree that WE may deduct the premium(s) for the renewed policy from YOUR nominated bank account unless YOU tell US that YOU do not wish to continue paying the premium in monthly instalments by Direct Debit, or YOU do not wish to renew YOUR policy.

If YOUR payment method for the policy is not Direct Debit then YOU must contact US before the renewal date to arrange payment.

If YOU do not want to renew YOUR policy or YOU want to change the payment method YOU must contact US prior to renewal unless WE have told YOU, in writing, that this is unnecessary.

If WE do not want to offer renewal of YOUR policy WE will contact YOU in writing in accordance with the Cancellation General Condition.

# Claims Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

## Action by YOU

1. WE will not pay YOUR claim unless YOU:
  - a) tell US as soon as possible about anything that happens which may give rise to a claim and give US all the assistance that WE require;
  - b) tell US and the Police immediately and in any event within seven days if the DAMAGE arises from a criminal act, riot or malicious persons;
  - c) immediately send to US unanswered all communications from any third parties in relation to any event which may result in a claim under this policy;
  - d) supply, at YOUR own expense, details of the claim in writing including any supporting information or evidence that WE require;
  - e) take all reasonable action to minimise any loss and avoid further loss; and
  - f) provide US with full details of any parties which have a legal interest in the PROPERTY which is the subject of the claim.
2. WE will not pay YOUR claim if YOU admit, deny, negotiate or settle any claim without OUR prior consent.

## OUR Rights

1. WE have the right to settle a claim by:
  - a) payment of money; and/or
  - b) reinstatement, replacement or repair of YOUR PROPERTY in a reasonable manner but not necessarily to its exact previous condition or appearance.
2. OUR maximum liability will be the sum insured or limit of indemnity shown on YOUR schedule unless otherwise stated.
3. WE are entitled to:
  - a) take the benefit of YOUR rights against another person before or after WE have paid a claim; and/or
  - b) take over the defence or settlement of a claim; and YOU will give US all reasonable assistance.

WE will not use this right to enforce or pursue a settlement against:

- a) any company which is YOUR parent or subsidiary; or
- b) any company which is a subsidiary of a parent of which YOU are also a subsidiary.

For the purpose of this Claims Condition, 'subsidiary' will have the meaning given to it by section 1159 of the Companies Act 2006 or any subsequent amendments to that provision.

4. WE will have sole control of all claims procedures and settlements for all claims made against YOU.
5. WE may free OURSELVES from any further liability by paying to YOU:
  - a) the limit of indemnity;
  - b) the sum insured; or
  - c) any smaller amount for which the claim can be settled;

after deducting any payments already made. WE will pay legal costs that have been incurred with OUR prior consent up to the date of such payment.

## Claims Control

If WE are paying a claim for INJURY or DAMAGE:

1. WE are entitled to the value of any salvage;
2. WE have the right to enter the PREMISES in which the DAMAGE occurred and to take possession of the DAMAGED PROPERTY;
3. YOU are required to retain without alteration or repair all PROPERTY connected with the DAMAGE or INJURY, unless WE tell YOU otherwise, or such action is prohibited by legislation;
4. YOU are required to inform US at least 24 hours before disposing of any carcass (other than disposal following death by anthrax or slaughter under any official scheme rules relating to the eradication of a specific disease); and
5. YOU are not to abandon PROPERTY to US whether WE have taken possession of it or not.



### **Arbitration**

Where WE have accepted a claim but there is disagreement over the amount to be paid, the dispute will be referred to an arbitrator, appointed in accordance with section 16 of the Arbitration Act 1996. YOU may not take any legal action against US until the arbitrator has reached a decision.

### **Contribution**

If there is another policy covering the same PROPERTY or liability, WE will be liable only for OUR proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most WE will pay will be any amount in excess of that which would have been payable under the other policy had this policy not been in force.

### **Subrogation**

YOU and any other person entitled to the benefit of this policy will take all necessary steps to preserve and/or enforce rights against any other party before or after WE make any payment.

## **Perils**

YOUR schedule will show which of the following perils are insured by each section.

### **Fire**

1. fire excluding DAMAGE arising from:
  - a) explosion resulting from fire;
  - b) earthquake or subterranean fire;
  - c) its own spontaneous fermentation or self-heating of PROPERTY or its undergoing any heating process or any process involving the application of heat; and/or
  - d) electrical plant or appliances:
    - i. over-running;
    - ii. short-circuiting; and/or
    - iii. self-heating;

but this will not exclude DAMAGE arising from the spread of fire to other plant or appliances or other PROPERTY;

2. lightning;
3. explosion:
  - a) of gas; and/or
  - b) of boilers;

used for domestic purposes only but excluding DAMAGE arising from earthquake or subterranean fire.

4. escape of fertiliser from any storage tank at the PREMISES;
5. escape of oil from a fixed heating installation or connected apparatus;
6. falling television or radio aerials or aerial fittings or masts; and/or
7. falling trees or parts of trees, but excluding:
  - a) DAMAGE caused during a felling or lopping operation;
  - b) DAMAGE caused to fences, gates or hedges; and/or
  - c) the cost of removing fallen trees, unless they have given rise to a valid claim.

### **Aircraft**

Aircraft or other aerial devices or articles dropped from them.

### **Earthquake**

Earthquake or subterranean fire.

### **Escape of Water**

Escape of water from any tank, apparatus or pipe, excluding DAMAGE arising;

1. from water discharged from or leaking from any automatic sprinkler installation in the PREMISES;
2. if the BUILDING is UNOCCUPIED.

## **Explosion**

Explosion excluding DAMAGE:

1. arising from or consisting of the bursting by steam pressure of any boiler (other than a boiler used for domestic purposes), economiser or other vessel, machine or apparatus belonging to YOU or under YOUR control in which internal pressure is due to steam only; and/or
2. to any vessel, machinery or apparatus, or its contents, belonging to YOU or under YOUR control, which requires to be inspected to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing all inspection required by law. This exclusion will not apply to any subsequent DAMAGE which arises from a cause which is not otherwise excluded.

## **Flood**

Flood excluding DAMAGE:

1. arising from storm or frost;
2. arising from subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe, whether resulting from flood or otherwise;
3. arising from a change in the water table level;
4. to fences, gates, hedges or movable PROPERTY in the open;
5. to growing crops:
  - a) in the open;
  - b) under polythene covered structures which have been de-skinned or where the covering or part of the covering has been rolled up; and/or
  - c) under frames. Cloches or Dutch, English or pit lights;
6. to livestock in the open;
7. to Spanish tunnels, temporary, portable or mobile tunnels or to PROPERTY contained in any of them, unless shown on YOUR schedule as insured;
8. to BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene, if they are not in a good state of repair, or to PROPERTY contained in any of them;
9. to PROPERTY contained in BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene if they are open-sided or partly open-sided;
10. to polythene covered structures or any PROPERTY contained in them, unless the polythene covering has been maintained in good condition, correctly tensioned and securely attached to the structure and/or;
11. to plastic or polythene-covered structures, or PROPERTY contained in them, in respect of Business Interruption cover only, unless both the structure and the covering are insured under the Property section against DAMAGE by the peril of flood.

## **Impact**

Impact by any vehicle or animal, excluding DAMAGE:

1. arising from theft or attempted theft;
2. a) to growing crops in the open; and/or  
b) to animals;

caused by any animal belonging to YOU or under the control of YOU or any EMPLOYEE.

## **Riot or Malicious Persons**

Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons, excluding DAMAGE arising from:

1. cessation of work;
2. theft or attempted theft;
3. malicious persons if the BUILDING is UNOCCUPIED.

## **Sprinkler Leakage**

Accidental escape of water from any fixed automatic sprinkler installation within the BUILDINGS, excluding DAMAGE arising from:

1. explosion, earthquake, subterranean fire or heat arising from fire; and/or
2. the repair, alteration or extension of the BUILDINGS or sprinkler installation.

## **Storm**

Storm, hail and weight of snow excluding DAMAGE:

1. arising from frost, subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe, whether resulting from storm or otherwise;
2. arising from:
  - a) escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam; and/or
  - b) inundation from the sea; whether resulting from storm or otherwise;
3. arising from a change in the water table level;
4. to fences, gates, hedges or movable PROPERTY in the open.
5. to growing crops:
  - a) in the open;
  - b) under polythene covered structures which have been de-skinned or where the covering or part of the covering has been rolled up; and/or
  - c) under frames. Cloches or Dutch, English or pit lights;
6. to livestock in the open;
7. to Spanish tunnels, temporary, portable or mobile tunnels or to PROPERTY contained in any of them, unless shown on YOUR schedule as insured;
8. to BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene, if they are not in a good state of repair, or to PROPERTY contained in any of them;
9. to PROPERTY contained in BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene if they are open-sided or partly open-sided;
10. to polythene covered structures or any PROPERTY contained in them, unless the polythene covering has been maintained in good condition, correctly tensioned and securely attached to the structure and/or;
11. to plastic or polythene-covered structures, or PROPERTY contained in them, in respect of Business Interruption cover only, unless both the structure and the covering are insured under the Property section against DAMAGE by the peril of flood.

## **Straying**

Violent, external and visible accident or poisoning or drowning:

1. while on any public thoroughfare, sale yard, market or agricultural showground, or while straying from any of these locations; or
2. arising from livestock straying from their normal confines immediately prior to the loss; Excluding:
  - a) losses while in, on being loaded onto or being unloaded from a vehicle or trailer;
  - b) losses from the intentional shooting of livestock unless they are a danger to any person or PROPERTY; and/or
  - c) worrying.

## **Subsidence**

Subsidence, ground heave or landslip, excluding DAMAGE:

1. arising from the movement or settlement of made-up ground;
2. arising from coastal or river erosion;
3. arising from defective design, workmanship or the use of defective materials;
4. arising from normal settlement or bedding down of structures within two years of their completion or during the contract maintenance period, whichever is the longer;
5. arising from any building, demolition or excavation works being carried out on any adjoining site unless WE are aware of and have confirmed acceptance of such work;
6. to land, yards, car parks, roads, pavements, landlord's fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks at the PREMISES unless also affecting a BUILDING insured by this policy;
7. to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the BUILDINGS suffer DAMAGE at the same time and from the same cause; and/or
8. while the BUILDINGS or any part of them are in the course of erection, demolition, structural alteration or structural repair.

## **Theft**

Where this peril applies to:

1. BUILDINGS;
2. contractors All Risks; or
3. any other item where YOUR schedule shows the location as "United Kingdom", "European Union" or "Worldwide":

Theft or attempted theft excluding DAMAGE arising:

1. by or in collusion with an EMPLOYEE or person lawfully on the PREMISES;
2. if the BUILDING is UNOCCUPIED.

Otherwise:

Theft or attempted theft:

1. involving forcible and violent entry to or exit from the BUILDINGS; and/or
2. following assault or violence or the threat of assault or violence to YOU or any EMPLOYEE;

excluding:

1. DAMAGE arising by or in collusion with an EMPLOYEE or person lawfully on the PREMISES;
2. DAMAGE if the BUILDING is UNOCCUPIED;
3. PROPERTY in the open or in open-fronted or open-sided BUILDINGS unless shown on YOUR schedule as insured.

## **Worrying**

Worrying by dogs not belonging to YOU, or wild animals.

## **Accidental Damage**

DAMAGE from any other cause excluding:

1. DAMAGE arising from:
  - a) fire, explosion, aircraft, riot or malicious persons, earthquake, storm, flood, escape of water, impact, sprinkler leakage, subsidence, theft, computer equipment breakdown, machinery breakdown, poultry breakdown, poultry – any violent, accidental and visible cause, poultry – heat stress, straying or worrying or any of the exclusions to these perils or optional cover extensions whether insured by this policy or not;
  - b) inherent vice, latent defect, gradual deterioration, frost, wear and tear, faulty or defective, design or materials, other than subsequent DAMAGE which arises from a cause not otherwise excluded;
  - c) faulty or defective workmanship by YOU or any EMPLOYEES;
  - d) operational error or omission by YOU or any EMPLOYEES;
  - e) rust, corrosion, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, wet or dry rot, fungus, mould and spores of any type, vermin or insects;
  - f) change in temperature, colour, flavour, texture or finish;
  - g) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them;
  - h) mechanical or electrical breakdown or derangement of any machine, apparatus or equipment other than subsequent DAMAGE which results from a cause which is not otherwise excluded;
  - i) escape of flue gases or fumes;
  - j) the deliberate act of a supplier withholding the supply of water, gas, electricity or fuel;
  - k) POLLUTION, other than DAMAGE which results from a cause not otherwise excluded;
  - l) disappearance, unexplained inventory shortage or the misfiling or misplacing of information; and/or
  - m) the failure of seeds to germinate.
2. DAMAGE to:
  - a) any BUILDING or structure arising from its own collapse or cracking, but WE will not exclude subsequent DAMAGE which results from a cause which is not otherwise excluded;
  - b) gates, fences and moveable PROPERTY in the open arising from wind, rain, hail, sleet, snow or dust;
  - c) PROPERTY arising from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, repair or its use as a tool;
  - d) jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books;
  - e) glass and sanitary ware (other than fixed glass and sanitary ware), china, earthenware, marble or other fragile or brittle objects;
  - f) MONEY and MONETARY DOCUMENTS or securities of any description;

- g) vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives and rolling stock, watercraft or aircraft;
  - h) PROPERTY or structures in the course of construction or erection and materials or supplies in connection with such PROPERTY or structures; and/or
  - i) land, roads, pavements, piers, jetties, bridges, culverts or excavations unless specifically shown as insured on YOUR schedule.
3. DAMAGE to livestock, growing crops or trees.

# Charitable Assignment Condition

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

1. Unless paragraph 3 applies, YOU agree with US and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
2. To ensure that the agreement YOU have entered into in paragraph 1 can be effectively carried out:
  - a) YOU authorise US to transfer any WINDFALL direct to the CHARITY;
  - b) YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the WINDFALL, to the CHARITY;
  - c) YOU appoint US and any of OUR officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in (b) above on YOUR behalf;
  - d) YOU authorise US to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with US, and YOU consent to US and the CHARITY holding and processing such information for this purpose;
  - e) YOU cannot revoke the authority contained in (a) or (d) above, or the appointment contained in (c) above.
3. Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer OUR subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.
4. In this condition:
  - a) the 'CHARITY' is the NFU Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;
  - b) 'BUSINESS TRANSFER' means a transfer of part or all of OUR business to any other person, firm or company;
  - c) 'DEMUTUALISATION' means a change or proposed change in OUR constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that WE cease to be a MUTUAL ORGANISATION;
  - d) 'MUTUAL ORGANISATION' means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
  - e) 'WE', 'US' or 'OUR' refers to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
  - f) a 'WINDFALL' means any benefit to which YOU become entitled as one of OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;
  - g) 'YOU' and 'YOUR' refer to the policyholder.

# Property

Please refer to YOUR schedule to see if this is operative

## Definition

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

## The Cover

WE will pay for DAMAGE arising from an INSURED PERIL during the PERIOD OF INSURANCE to PROPERTY shown on YOUR schedule, provided that the DAMAGE occurs at the location shown on YOUR schedule for such PROPERTY.

The most WE will pay in the event of insured DAMAGE is:

1. where the BASIS OF COVER is anything other than Day One Reinstatement, the sum insured shown on YOUR schedule for the ITEM OF PROPERTY adjusted for any Index Linking due; or
2. where the BASIS OF COVER is Day One Reinstatement, the sum insured shown on YOUR schedule for the ITEM OF PROPERTY; or
3. any other maximum amount payable or limit shown on YOUR schedule, whichever is less.

## Cover Extensions

These cover extensions will apply only where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the sums insured, limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### Accidental Breakage of Fixed Glass

WE will pay for accidental breakage of:

1. fixed glass in windows, doors, showcases, counters and shelves; and/or
2. fixed sanitary ware;

for which YOU are responsible in the PREMISES.

WE will also pay for:

1. the cost of boarding up and providing a temporary door until the broken glass is replaced;
2. DAMAGE to ITEMS OF PROPERTY shown on YOUR schedule and arising from broken glass;
3. DAMAGE to frames or framework of any description and the cost of removing and replacing ITEMS OF PROPERTY shown on YOUR schedule which may have to be removed in order to replace the glass; and
4. replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on the glass.

WE will not pay for DAMAGE:

1. to cracked or scratched glass;
2. resulting from repairs or alterations to the PREMISES; or
3. when a BUILDING or part of a BUILDING becomes UNOCCUPIED.

### Alterations and Additions

WE will pay for DAMAGE arising from an INSURED PERIL to:

1. newly acquired ITEMS OF PROPERTY other than STOCK within the GEOGRAPHICAL LIMITS; and
2. alterations, additions and improvements to ITEMS OF PROPERTY other than STOCK at any of the PREMISES shown on YOUR schedule;

which are not otherwise insured.

YOU are required to tell US as soon as possible, but in any event within 90 days, of any acquisition, alteration, addition or improvement and increase YOUR insurance cover with US. Cover under this extension will apply for a maximum period of 90 days after the relevant acquisition, alteration, addition or improvement is made.

WE will not pay for appreciation in value.

The most WE will pay is 10% of the total of the sums insured shown on YOUR schedule for YOUR ITEMS OF PROPERTY other than STOCK subject to a maximum overall limit of £500,000 for any one loss. This cover is in addition to the sum insured.

#### **Asbestos Removal**

If WE pay for DAMAGE to BUILDINGS WE will also pay costs for which YOU are responsible to remove any asbestos waste or PROPERTY contaminated by it.

The most WE will pay for any one loss is shown on YOUR schedule. This cover is in addition to that stated in the Debris Removal Costs cover extension.

#### **Change of Temperature**

WE will pay for DAMAGE to PROPERTY shown on YOUR schedule arising from change of temperature resulting from destruction or disablement of refrigerating, electrical or conditioning plant or apparatus arising from an INSURED PERIL.

#### **Computer Additional Costs**

WE will pay necessary and reasonable costs (including overtime working) to effect a temporary repair or to expedite the permanent repair of DAMAGE to any computer for which WE are paying a claim under this section.

The most WE will pay for any one loss is £1,500. This is in addition to the sum insured.

#### **Contract Price**

If goods sold but not yet delivered to a customer for which YOU remain responsible suffer DAMAGE by an INSURED PERIL and the customer lawfully cancels the contract, WE will pay the price that would have been payable under the contract.

#### **Customers' Goods**

Unless otherwise shown on YOUR schedule, customers' goods are included as STOCK, if YOU are responsible for DAMAGE to them and they are not more specifically insured.

#### **Damage to Underground Services**

WE will pay for DAMAGE to underground pipes, cables or tanks servicing BUILDINGS shown on YOUR schedule.

#### **Debris Removal Costs**

WE will pay necessary and reasonable costs incurred in:

1. removing debris;
2. dismantling or demolishing; or
3. shoring or propping up;

following DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule.

WE will not pay for costs incurred in removing debris other than from the PREMISES themselves and the area immediately adjacent to them.

#### **Drains and Gutters**

WE will pay necessary and reasonable costs to clean and clear drains, sewers or gutters for which YOU are responsible following DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule. This is in addition to the sum insured.

#### **European Union and Public Authorities**

WE will pay the additional cost of reinstating or restoring PROPERTY shown on YOUR schedule which is incurred solely to comply with the minimum requirements of any European Union legislation, Act of Parliament or bye-laws of any public authority provided that the obligation to comply with the requirements is the direct result of DAMAGE arising from an INSURED PERIL to the PROPERTY shown on YOUR schedule.

WE will not pay for:

1. the cost of complying with any requirement:
  - a) in connection with DAMAGE not insured by this section;
  - b) in connection with DAMAGE which occurred before the PERIOD OF INSURANCE;
  - c) which had been notified to YOU before the DAMAGE occurred;
  - d) which had to be implemented within a fixed period in any event had the DAMAGE not occurred; and/or



- e) which YOU would have been required to comply with in any event had the DAMAGE not occurred.
2. the cost of repairing or restoring PROPERTY or parts of the PROPERTY, other than foundations, which have not suffered DAMAGE.
3. loss or expense in connection with an application for, granting, enforcement or refusal of planning permission unless agreed by US.
4. any charge or assessment arising out of capital appreciation arising from compliance with the stipulations.

#### **Fire Extinguishment Costs**

WE will pay the following costs which are the direct result of DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule:

1. refilling fire extinguishing appliances;
2. recharging halon gas and CO2 flooding systems;
3. replacing used sprinkler heads;
4. refilling sprinkler tanks where water costs are metered; and
5. resetting fire and intruder alarm systems.

This is in addition to the sum insured.

#### **Fuel Spillage Clean-up Costs**

WE will pay the costs of removing spilt fuel from YOUR land following accidental escape of fuel arising from an INSURED PERIL.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

#### **Landscaped Grounds**

If as a result of DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule, the emergency services DAMAGE landscaped grounds at the PREMISES for which YOU are legally responsible WE will pay the reasonable costs and expenses of repairing or reinstating those grounds.

WE will not pay for the failure of seeds to germinate, or of trees, shrubs or turf to become established following planting or replanting.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

#### **Loss of Metered Water**

If metered water is lost as a direct result of DAMAGE to any fixed water pipe, apparatus and/or tank insured by this section WE will pay the additional charges imposed on YOU by the water supply authority for such loss.

The most WE will pay for any one loss is £10,000. This is in addition to the sum insured.

#### **Mortgagees**

The act or neglect of any mortgagor, leaseholder, lessee or occupier of YOUR BUILDINGS which increases the risk of DAMAGE, will not prejudice the interest of a mortgagee, freeholder or lessor in the insurance, provided they advise US on becoming aware of such neglect and pay any additional premium required.

#### **Professional Fees**

WE will pay necessary and reasonable architects', surveyors', consulting engineers', legal and other fees which YOU incur in repairing or reinstating PROPERTY shown on YOUR schedule but not for preparing any claim.

#### **Property Temporarily Removed**

WE will pay for DAMAGE, arising from an INSURED PERIL, to COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY shown on YOUR schedule while temporarily removed from the PREMISES:

1. for alteration, cleaning or repair; or
2. to a trade exhibition;

within the GEOGRAPHICAL LIMITS. Cover under this extension will apply for no more than 21 consecutive days following removal of the items from the PREMISES.

WE will not pay for personal effects of YOU or any EMPLOYEE.

The most WE will pay is 10% of the sum insured on YOUR COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY at their usual PREMISES but not exceeding £50,000 for any one loss.

#### **Re-erection of Contents**

WE will pay the necessary and reasonable costs of dismantling, re-erecting and/or re-fitting COMPUTER EQUIPMENT, CONTENTS or similar ITEMS OF PROPERTY shown on YOUR schedule which are incurred as a direct result of DAMAGE arising from an INSURED PERIL.

#### **Reinstatement of Data**

WE will pay for necessary and reasonable costs of reinstatement, recompilation or replacement of:

1. computer software following DAMAGE to COMPUTER EQUIPMENT for which WE have agreed to pay;
2. lost, distorted, corrupted or erased programs or data where Computer Equipment Breakdown is Insured as an Optional Cover Extension unless otherwise excluded.

WE will not pay for any loss arising from updates from the manufacturer or any software supplier.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

#### **Rent**

If YOUR schedule includes a sum insured for rent, WE will pay any rent which YOU are legally obliged to pay while YOUR BUILDING or part of YOUR BUILDING is unfit for occupation as a result of DAMAGE arising from an INSURED PERIL.

WE will not pay more than the proportion of the sum insured that the period necessary for reinstatement bears to the term of rent insured.

#### **Selling Your Buildings**

If, at the time of DAMAGE to YOUR BUILDINGS by an INSURED PERIL, YOU have entered a binding contract to sell YOUR BUILDINGS to a third party purchaser but the sale has not yet completed, WE will pay any indemnity to which YOU would otherwise have been entitled to the purchaser.

#### **Theft Damage to Buildings**

Where theft is an INSURED PERIL applying to YOUR contents or stock, WE will pay for DAMAGE to BUILDINGS for which YOU are responsible, arising from theft or attempted theft of YOUR contents or stock.

WE will not pay for:

1. theft of the BUILDINGS or any part of them or of landlord's fixtures and fittings; and/or
2. DAMAGE to the glass or the cost of boarding up if such DAMAGE or cost is otherwise insured.

#### **Theft of Keys**

WE will pay for the replacement of locks following theft of the keys to YOUR BUILDINGS, any safe, strong room or intruder alarm system.

The most WE will pay for any one loss is £2,500. This is in addition to the sum insured.

#### **Trace and Access**

WE will pay necessary and reasonable costs incurred with OUR prior consent to locate the source of:

1. water escaping from any fixed tank, pipe or apparatus; or
2. oil escaping from any heating system;

and making good the DAMAGE arising from the search for which YOU are responsible.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

#### **Unauthorised Use of Gas, Water or Electricity**

WE will pay the costs for which YOU are responsible for gas, water or electricity arising from their unauthorised use by persons occupying the PREMISES without YOUR permission provided that YOU take all practical steps to end the unauthorised use as soon as it is discovered.

The most WE will pay for any one loss is £10,000. This is in addition to the sum insured.

## **Workmen**

YOUR rights and the cover provided under this section will not be prejudiced by the presence of workmen invited onto the PREMISES for the purpose of effecting any minor repairs, additions, alterations, decorations or remedial works.

## **Optional Cover Extension**

Please refer to YOUR schedule to see if operative.

## **Computer Equipment Breakdown**

WE will pay for DAMAGE arising from the complete or partial failure of COMPUTER EQUIPMENT resulting from mechanical or electrical defect of any part causing stoppage of its function, during the PERIOD OF INSURANCE providing the DAMAGE occurs at the location shown on YOUR schedule

WE will not pay for DAMAGE to COMPUTER EQUIPMENT over 5 years old unless YOU have in force a maintenance, rental or lease agreement that provides a maintenance and repair service.

The most WE will pay for any one loss is shown on YOUR schedule.

## **Exclusions**

WE will not pay for any:

1. DAMAGE arising from POLLUTION, except (unless otherwise excluded) for DAMAGE to PROPERTY shown on YOUR schedule arising from:
  - a) POLLUTION resulting from an INSURED PERIL; and/or
  - b) an INSURED PERIL which results from POLLUTION.
2. DAMAGE that does not result directly from the incident that caused YOU to claim, unless more specifically stated in this section.
3. DAMAGE to COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY, for which YOUR schedule shows cover applies outside the PREMISES, arising from theft or any attempted theft from an unattended vehicle and/or trailer unless:
  - a) all doors and other openings are closed and securely locked and the keys removed; and
  - b) there is forcible and violent entry to the vehicle and/or trailer.
4. EXCESS shown on YOUR schedule. However if WE pay for DAMAGE solely to specified CONTENTS with a sum(s) insured not exceeding £2,500 the amount of any EXCESS is reduced to £100 unless more specifically shown on YOUR schedule.

## **Special Conditions**

### **Declared Value**

At the inception of each PERIOD OF INSURANCE, YOU will notify US in writing of the DECLARED VALUE of each ITEM OF PROPERTY where the BASIS OF COVER is shown in YOUR schedule as Day One Reinstatement. In the absence of this, the DECLARED VALUE will be the last value declared by YOU, adjusted to reflect any Index Linking which may apply.

Declared Values are increased, either by 15% or an alternative percentage uplift agreed by US, to provide protection against the effects of inflation and the resultant sum insured is the limit of OUR liability in the event of insured DAMAGE.

### **Index Linking**

Unless revised figures are provided by YOU, at each renewal WE will automatically adjust the sums insured or DECLARED VALUES of YOUR ITEMS OF PROPERTY for inflation, in line with increases in the following indices:

1. for BUILDINGS in accordance with BCIS General Building Cost Index; or
2. for other ITEMS OF PROPERTY in accordance with the Producer Price Index.

WE may at OUR option use other suitable indices of cost. YOUR existing sums insured or DECLARED VALUES will not be reduced in the event of a negative index value.

Where the BASIS OF COVER shown in YOUR schedule for an ITEM OF PROPERTY is anything other than Day One Reinstatement, this adjustment will continue monthly from renewal to the time of any insured DAMAGE.

For ITEMS OF PROPERTY where the BASIS OF COVER is shown as Reinstatement, this adjustment will further continue to the date that the claim is quantified, provided that estimates and tenders are obtained without delay.

WE will not charge any extra premium during the PERIOD OF INSURANCE but at the end of the period WE will calculate the renewal premium on the revised sums insured and/or DECLARED VALUES.

### **Unoccupied Premises**

1. YOU will notify US immediately any BUILDING becomes UNOCCUPIED.
2. When any BUILDING becomes UNOCCUPIED WE may, at OUR option, cancel, suspend or alter the terms of the policy and/or increase the premium.
3. If a BUILDING is UNOCCUPIED WE will not pay YOUR claim unless, at the time any DAMAGE first occurs YOU have complied with each of the following conditions (unless otherwise specifically agreed by US in writing):
  - a) all mains supplies of electricity, gas and water are turned off at the point of entry to the BUILDING (except as necessary to maintain security systems, fire alarms, safety lighting, sprinkler installations and central heating systems);
  - b) all security protections are put into full and effective operation;
  - c) all external doors are kept securely locked;
  - d) all windows are closed and secured;
  - e) all letterboxes and openings are sealed;
  - f) the BUILDING is maintained in a good state of repair;
  - g) all waste, combustible materials and gas bottles within or outside the BUILDING are removed from the PREMISES;
  - h) make a weekly inspection of the whole of the BUILDING both internally and externally and remedy any defects found;
  - i) keep a log of the inspections in h) above including a record of any defects found and remedial action taken, to be available for inspection when requested by US; and
  - j) notify US if the BUILDING is to be occupied by contractors for renovation, alteration or conversion of the BUILDING or if the BUILDING becomes occupied, tenanted or actively used.

**Important note** please also read Warranty 1 regarding security protections.

### **Underinsurance**

In the event of insured DAMAGE, OUR liability for YOUR claim will be proportionately reduced if:

1. the sum insured, adjusted for any index linking due,
  - a) for any ITEM OF PROPERTY comprising STOCK is less than the full cost of repair or replacement at the time of the DAMAGE; or
  - b) where the BASIS OF COVER is shown in YOUR schedule as Reinstatement, is less than 85% of the cost of reinstatement which would have been incurred at the time of reinstatement if the whole of that ITEM OF PROPERTY had been damaged; or
  - c) where the BASIS OF COVER is shown in YOUR schedule as Indemnity, is less than the cost of reinstatement after allowance for wear and tear and depreciation has been deducted, at the time of DAMAGE.
2. the DECLARED VALUE for any ITEM OF PROPERTY where the BASIS OF COVER is shown on YOUR schedule as Day One Reinstatement, is less than the cost of reinstatement at the start of the PERIOD OF INSURANCE.

### **Warranties**

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

YOU warrant that:

1.
  - a) security protections are put into full and effective operation; and
  - b) external door keys are removed from the PREMISES;  
whenever the PREMISES are closed for business or left unattended; and
  - c) when not in use, the keys to any safe or strong room are removed from the PREMISES or kept with YOU or an authorised EMPLOYEE.

2. for trade waste and other waste materials:
  - a) all oily or greasy waste and used cleaning cloths will be stored in closed metal receptacles which will be:
    - i. stored in an area specifically designed for this purpose; and
    - ii. removed outside the buildings and all communicating buildings at the end of each working day; and
    - iii. removed from the PREMISES at least once every week;
  - b) all other combustible waste will be swept up each day and deposited in bags or bins which will be:
    - i. stored in an area specifically designed for this purpose; and
    - ii. removed from the PREMISES at least once every week.
3. where Storm or Flood are INSURED PERILS, STOCK in basements or cellars is stored on shelves, racks or stillages at least 10 centimetres above floor level.
4. all fire extinguishing appliances are maintained in proper working order.
5. all fire break doors and shutters are maintained in efficient working order and kept closed or the protection system activated except during working hours.

## Settling Claims

In the event of insured DAMAGE to YOUR PROPERTY WE will at OUR option:

1. reinstate the DAMAGED PROPERTY by:
  - a) rebuilding or replacing it:
    - i. in any suitable manner; or
    - ii. on another siteprovided that the amount WE pay is not increased beyond what WE would have paid otherwise; or
  - b) repairing or restoring it to a condition equivalent to but not better or more extensive than when new; or
2. pay the cost of reinstatement of the DAMAGED PROPERTY, calculated as follows:
  - a) where the PROPERTY is lost or destroyed, the cost of rebuilding or replacing the PROPERTY; or
  - b) where the PROPERTY or part of the PROPERTY is DAMAGED, the cost of repairing and restoring the PROPERTY or the DAMAGED part of the PROPERTY; to a condition equivalent to but not better or more extensive than when new.

WE will not reinstate or pay the cost of reinstatement:

1. unless reinstatement commences and proceeds without unreasonable delay;
2. until the cost of reinstatement has actually been incurred and YOU have produced satisfactory invoices in support of the claim;
3. where the DAMAGE is insured by any other insurance effected by YOU or on YOUR behalf which is not on the same basis of reinstatement; and/or
4. for DAMAGE to STOCK.

If WE do not reinstate the PROPERTY or pay the cost of reinstatement WE will pay:

1. the cost of repairing the PROPERTY or any DAMAGED part of it to a condition equivalent to but not better than its condition immediately before the DAMAGE occurred; or
  2. the difference between the market value of the DAMAGED PROPERTY immediately before the DAMAGE and its market value as a direct result of the DAMAGE;
- whichever is lower.

WE will not pay more than the sum insured which would have been payable had the DAMAGED PROPERTY been completely destroyed.

# Money & Malicious Attack

Please refer to YOUR schedule to see if this is operative

## Definitions

### BODILY INJURY

Bodily injury arising from violent and visible means which directly results in death or disability.

### BUSINESS HOURS

Any time when YOU or any EMPLOYEE with responsibility for MONEY are at the PREMISES for the purpose of YOUR BUSINESS.

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

### IN TRANSIT

In transit while in the custody of:

1. YOU or any EMPLOYEE;
2. a bank night safe and while at the bank until becoming the responsibility of the bank.

### LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent loss of:

1. or loss of use of one or more hands or feet;
2. sight in one or both eyes;
3. speech; or
4. hearing in both ears.

### PARTIAL DISABILITY

A disability which prevents YOU or any EMPLOYEE from performing most of their occupation.

### TOTAL DISABILITY

A disability which totally prevents YOU or any EMPLOYEE from performing all of their occupation.

## The Cover

### Money

WE will pay for DAMAGE to MONEY or MONETARY DOCUMENTS within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE.

WE will also pay for DAMAGE arising from theft or attempted theft to:

1. safes, strong rooms, tills, cash registers or franking machines which normally contain MONEY; and/or
2. any case, bag or waistcoat being used for carrying MONEY.

The most WE will pay for any one item is the limit shown on YOUR schedule.

### Malicious Attack

WE will pay the benefits shown on YOUR schedule if YOU or any EMPLOYEE sustain BODILY INJURY as a result of a violent assault arising from theft or attempted theft in the course of YOUR BUSINESS, provided that:

1. YOU or any EMPLOYEE are aged between 16 and 70 years.
2. WE will only pay a benefit if death or disability occurs within 104 weeks of the date the BODILY INJURY was originally caused.
3. if WE pay for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY WE will no longer make any payment for temporary TOTAL DISABILITY or temporary PARTIAL DISABILITY.
4. payment for temporary TOTAL DISABILITY will be paid at the end of each consecutive four week period of disability.
5. for the benefit for temporary TOTAL DISABILITY, the most WE will pay will not exceed 75% of the average weekly earnings before tax of YOU or any EMPLOYEE.

The most WE will pay for any one benefit is the limit shown on YOUR schedule.

## Cover Extensions

These cover extensions will apply only where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### Credit Cards

WE will pay for unauthorised use of any credit, cheque, bank or cash card belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS within the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is £10,000.

WE will not pay:

1. for unauthorised use by YOU, any EMPLOYEE or any member of YOUR family;
2. unless YOU have met all the terms and conditions of the card company; and/or
3. for losses if the card is left unattended unless:
  - a) in the locked boot or locked and covered luggage compartment of a vehicle;
  - b) in a locked building;
  - c) left with hotel security.

### Damage to Personal Effects

WE will pay for DAMAGE to personal effects or personal money belonging to YOU or any EMPLOYEE as a result of malicious attack insured by this section.

The most WE will pay for any one person is:

1. £100 for personal money; or
2. £500 in total.

### Professional Counselling Following Malicious Attack

WE will at OUR option pay for professional counselling to help YOU or any EMPLOYEE recover from emotional stress resulting from a malicious attack insured by this section.

The most WE will pay is £1,000 per person but not more than £5,000 for all counselling arising from any one incident.

## Exclusions

WE will not pay for:

1. loss of MONEY or MONETARY DOCUMENTS from a vehicle which is left unattended or is not under observation in order to prevent any attempt by any person to interfere with the vehicle.
2. DAMAGE arising from:
  - a) the dishonest act of any EMPLOYEE:
    - i. not discovered within seven days of the occurrence; and/or
    - ii. where more specifically insured;
  - b) clerical or accounting errors; and/or
  - c) MONEY in the possession of cash agents or door to door or debt collectors.
3. losses arising from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer.
4. losses arising from payment methods which prove to be counterfeit, false, invalid, irrecoverable or uncollectible for any reason.
5. losses that are not directly associated with the incident that caused YOU to claim, unless more specifically stated in this section.
6. death or disablement resulting from or contributed to by an insured person suffering from a pre-existing physical or mental defect or infirmity.

7. DAMAGE more specifically insured.

## **Special Condition**

### **Medical Evidence**

1. WE will pay for:
  - a) an INSURED PERSON to have a medical examination; or
  - b) a post mortem to be completed;if required by US.
2. YOU or YOUR personal legal representative will supply to US and pay for any:
  - a) certificate;
  - b) information; or
  - c) evidence;in the format WE require.

## **Warranties**

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

YOU warrant that:

1. all security protections are put into full and effective operation whenever the PREMISES are closed for business or left unattended.
2. door keys are removed from the PREMISES outside of BUSINESS HOURS and, other than when in use, any safe or strong room is locked and the keys removed from the PREMISES or kept with YOU or an authorised EMPLOYEE.
3. YOU keep a complete record of MONEY and MONETARY DOCUMENTS in a secure place other than a safe or strong room containing MONEY.
4. where MONEY insured by this section is IN TRANSIT and exceeds:
  - a) £5,000, it will be accompanied by at least 2 adults;
  - b) £7,500, it will be accompanied by at least 3 adults; or
  - c) £10,000, it will be transported by a professional security or specialist cash-carrying company.



# Deterioration of Stock

Please refer to YOUR schedule to see if this is operative

## Definitions

### DETERIORATION

Material loss, destruction or damage including deterioration, putrefaction and contamination.

### ESTIMATED SELLING PRICE

The estimated value of the GOODS if they had been sold in their intended market at the intended sale time had DETERIORATION not occurred.

### GOODS

Frozen or chilled food, STOCK or other temperature sensitive frozen or refrigerated goods, shown on YOUR schedule.

### UNIT

Any frozen or chilled food cabinet, deep freezer, cold room or cold store YOU own or lease, to control temperature or humidity or gas concentrations.

## The Cover

WE will pay for DETERIORATION of GOODS contained within any UNIT at the PREMISES shown on YOUR schedule caused by:

1. an unexpected and unforeseen rise or fall in temperature, humidity or gas concentrations in a UNIT which results from:
  - a) DAMAGE to or a fault with the refrigeration system of the UNIT;
  - b) DAMAGE to the permanent structure of the UNIT;
  - c) accidental failure of the public electricity, gas or water supply; and/or
  - d) deliberate cut off of the public electricity, gas or water supply, where this is necessitated by an emergency of which there was no advance warning of more than 72 hours to YOU.
2. contamination of GOODS caused by the escape of refrigerant or refrigerant fumes from the refrigeration system.

WE will also pay for DETERIORATION of GOODS at the PREMISES which would have been placed in the UNIT but for the happening of events 1 or 2 above.

WE will pay the ESTIMATED SELLING PRICE, plus the cost of any subsequent processing or packaging undertaken by YOU or on YOUR behalf less:

1. the sale price YOU actually receive; and
2. any savings YOU make as a result of the DETERIORATION.

The most WE will pay is shown on YOUR schedule.

## Cover Extensions

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

## Avoidance of Damage

WE will pay for the reasonable costs YOU incur to avoid or reduce DETERIORATION which would have otherwise resulted in a loss under this section, provided that:

1. the impending DETERIORATION did not arise from any defect in the UNIT, electrical installation or refrigeration system of which YOU were already aware;
2. the impending DETERIORATION did not arise from a reasonably foreseeable cause;
3. the DETERIORATION avoided would have been the natural outcome of the circumstances were it not for the measures taken; and

4. YOU satisfy US that the DETERIORATION which would have occurred has been effectively reduced or avoided solely as a result of the measures taken or would have been avoided or reduced had the measures proven successful.

The most WE will pay for any one loss is 10% of the sum insured shown on YOUR schedule in respect of the UNIT concerned.

#### **Decontamination of Units**

WE will pay for the costs YOU incur for the cleaning and decontamination of UNITS following DETERIORATION insured by this section.

The most WE will pay for any one loss is £25,000.

#### **Disposal of Contaminated Goods**

WE will pay for the costs YOU incur for the disposal of GOODS which have been condemned as unfit by a Public Authority as a result of DETERIORATION insured by this section.

#### **Exclusions**

WE will not pay for:

1. any EXCESS shown on YOUR schedule.
2. DETERIORATION caused by or arising from:
  - a) fire or fire extinguishment methods;
  - b) explosion;
  - c) lightning, earthquake, storm, flood, escape of water from any fixed pipes or installation, aircraft or other aerial devices or articles dropped from them;
  - d) subsidence or other ground movement or displacement;
  - e) theft or attempted theft; or
  - f) riot, civil commotion, strikers or locked-out workers;  
unless arising from the failure of the public electricity, gas or water supply.
3. DETERIORATION arising from a failure or fluctuation of the public electricity, gas or water supply resulting from:
  - a) a deliberate act of the supply authority unless performed for the sole purpose of safeguarding life or a part of the supply system;
  - b) any scheme of rationing unless resulting from DAMAGE to the generating, supply or distribution equipment;
  - c) drought; or
  - d) the inability of the supplier to maintain supply owing to industrial action.
4. DETERIORATION:
  - a) resulting from YOUR wilful act or neglect;
  - b) caused by faulty packaging or storage;
  - c) caused by the incorrect setting of thermostats or automatic control devices;
  - d) arising from pollution or contamination other than pollution or contamination of UNITS which results from DETERIORATION insured by this section; or
  - e) to GOODS contained within a refrigerated vehicle.
5. any loss of trade or losses not directly associated with the DETERIORATION.
6. unexplained disappearance, loss or shortage of GOODS not attributable to DETERIORATION insured by this section.
7. consequential loss of any description.
8. goods within a refrigeration vehicle.

## **Special Conditions**

### **Index Linking**

WE will automatically adjust the sums insured under this section in line with changes in suitable indices of cost. WE will not charge any extra premium during the PERIOD OF INSURANCE but at the end of the period WE will work out the renewal premium on the revised sums insured.

### **Underinsurance**

If at the time of DETERIORATION the sum insured is less than the ESTIMATED SELLING PRICE the amount WE pay will be proportionately reduced.

### **Warranties**

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

YOU warrant that:

1. any UNIT or its associated electrical, refrigeration or control systems required to be inspected in line with statutory regulations will be the subject of an insurance policy or other contract which provides the required inspection service; and
2. any UNIT more than five years old at the start of any PERIOD OF INSURANCE will be the subject of a maintenance agreement which provides for the inspection and servicing of such UNITS by competent specialists at intervals of not more than every 13 months.

# Business Interruption Gross Profit – Declaration Linked

Please refer to YOUR schedule to see if this is operative

## Definitions

### BOOK DEBTS

The amounts shown in YOUR accounts as debited or invoiced to customers but not paid at the time of the DAMAGE, adjusted to reflect any bad debts or abnormal trading conditions which may have a material impact on YOUR BUSINESS.

### ESTIMATED GROSS PROFIT

YOUR estimate of the GROSS PROFIT which YOUR BUSINESS will earn during the PERIOD OF INSURANCE (proportionately increased where the INDEMNITY PERIOD is more than 12 months).

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

### GROSS PROFIT

The total value of TURNOVER and closing STOCK and work in progress less the total value of opening STOCK and work in progress and UNINSURED WORKING EXPENSES.

The amounts of opening and closing STOCK will be calculated using YOUR normal accounting methods, with provision for depreciation.

### INDEMNITY PERIOD

The period beginning from the date of DAMAGE during which the results of YOUR BUSINESS are affected by DAMAGE by an INSURED PERIL and ending when the results of YOUR BUSINESS cease to be affected by the DAMAGE, but not exceeding the maximum indemnity period shown on YOUR schedule.

### RATE OF GROSS PROFIT

The percentage of GROSS PROFIT earned on TURNOVER during the financial year immediately before the DAMAGE, adjusted as necessary to allow for trends or circumstances which affect YOUR BUSINESS, either before or after the DAMAGE, and which would have affected YOUR BUSINESS had the DAMAGE not occurred. The adjusted figure will represent as closely as possible the results which but for the DAMAGE would have been achieved during the same period.

### STANDARD TURNOVER

The TURNOVER during that period in the 12 months immediately before the DAMAGE which corresponds with the INDEMNITY PERIOD (appropriately adjusted where the INDEMNITY PERIOD exceeds 12 months), adjusted as necessary to allow for trends or circumstances which affect YOUR BUSINESS, either before or after the DAMAGE, and which would have affected YOUR BUSINESS had the DAMAGE not occurred. The adjusted figure will represent as closely as possible the results which but for the DAMAGE would have been achieved during the same period.

### TURNOVER

The money paid or payable to YOU for goods sold and delivered and for services provided in the course of YOUR BUSINESS at the PREMISES.

### UNINSURED WORKING EXPENSES

Purchases (less any discounts received), discounts allowed, carriage, packing and freight and bad debts.

The terms used in this definition will have the meaning usually attached to them in YOUR books and accounts.

## The Cover

WE will pay for the loss of GROSS PROFIT occurring during the INDEMNITY PERIOD following a reduction in TURNOVER arising from DAMAGE to PROPERTY used by YOU at the PREMISES arising from an INSURED PERIL during the PERIOD OF INSURANCE.

The most WE will pay is the sum insured for loss of GROSS PROFIT shown on YOUR schedule.

#### **Cover Proviso**

WE will not pay unless at the time of DAMAGE there is insurance in force covering YOUR interest in the PROPERTY used for YOUR BUSINESS at the PREMISES against the DAMAGE and payment has been made or liability admitted under that insurance, or payment would have been made but for the operation of any EXCESS.

This proviso will not apply to PROPERTY which YOU do not own or for which YOU are not responsible.

#### **Cover Extensions**

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

#### **Action of Competent Authority**

WE will pay for loss of GROSS PROFIT arising from the closure or restriction in use of the PREMISES by a competent local authority due to defects in the drains or other sanitary arrangements or discovery of vermin or pests at the PREMISES.

For the purpose of this extension, the INDEMNITY PERIOD will commence on the date the closure or restriction of the PREMISES is applied.

The most WE will pay for any one loss is £100,000 but not exceeding the sum insured shown on YOUR schedule.

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

WE will pay any additional expenses which YOU necessarily and reasonably incur with OUR prior consent in order to minimise the loss of GROSS PROFIT during the INDEMNITY PERIOD.

The most WE will pay for any one loss is shown on YOUR schedule. This is in addition to the sum insured.

#### **Bomb Scares**

WE will pay for loss of GROSS PROFIT arising from the suspected or actual presence of an incendiary or explosive device which hinders or prevents access to the PREMISES for a period greater than four consecutive hours.

#### **Book Debts**

WE will pay:

1. the difference between BOOK DEBTS and the total of the amounts traced or received by YOU; and
2. additional expenses which YOU incur with OUR prior consent in tracing and establishing BOOK DEBTS; if YOUR books of account or other business books or records sustain DAMAGE by an INSURED PERIL within the GEOGRAPHICAL LIMITS and YOU are unable to trace BOOK DEBTS due to YOU.

The most WE will pay for any one loss is shown on YOUR schedule. This is in addition to the sum insured.

#### **Claims Preparation Costs**

WE will pay for costs and expenses necessarily and reasonably incurred by YOU with OUR prior consent, in producing and certifying any particulars or details required by US in accordance with the Claims Conditions of the Policy, but excluding the costs of negotiating with US or OUR representatives.

The most WE will pay for any one loss is £25,000.

### **Customers and Suppliers**

WE will pay for loss of GROSS PROFIT arising from DAMAGE to PROPERTY at any of the premises of YOUR existing and direct:

1. customers'; or
  2. suppliers of goods or materials;
- situated within the GEOGRAPHICAL LIMITS and arising from an INSURED PERIL.

The most WE will pay for any one loss is shown on YOUR schedule.

### **Essential Personnel**

Definitions

For the purpose of this extension the following definitions apply:

#### **ESSENTIAL PERSONNEL**

Any person who is an owner, partner, company director or trustee, of the BUSINESS.

#### **INDEMNITY PERIOD**

The period beginning with occurrences described in 1 or 2 of this Extension and ending when the results of the BUSINESS shall cease to be affected by such occurrence but not exceeding the maximum indemnity period being the number of months stated in YOUR SCHEDULE.

WE will pay for loss resulting from interruption to or interference with the BUSINESS at the PREMISES during the PERIOD OF INSURANCE in consequence of the:

1. death of any of the Insured's ESSENTIAL PERSONNEL; or
2. total and permanent disablement of any of the Insured's ESSENTIAL PERSONNEL, which prevents them from attending to their normal occupation, occurring during the PERIOD OF INSURANCE due to injury caused by accidental and violent means.

WE will only pay the additional costs and/or expenses that YOU necessarily and reasonably incur, solely in order to minimise any interruption or interference, with the BUSINESS, during the INDEMNITY PERIOD.

The maximum WE will pay in respect of any one PERIOD OF INSURANCE is £25,000.

### **Exhibition Expenses**

WE will pay for YOUR irrecoverable expenses in respect of any trade exhibition in the GEOGRAPHICAL LIMITS, following DAMAGE from an INSURED PERIL occurring during the PERIOD OF INSURANCE:

1. at the exhibition venue; or
2. to YOUR PROPERTY for use in connection with the exhibition whilst at the PREMISES or whilst in transit by road, rail or inland waterway.

Provided that:

1. in the event of the exhibition not being held (or YOU are unable to exhibit at all) in consequence of the DAMAGE, the amount payable shall be limited to the irrecoverable expenses that YOU have paid or are liable to pay, in respect of the exhibition;
2. if the exhibition does not run (or YOU are unable to exhibit) for the intended period in consequence of the DAMAGE, the amount payable shall be the loss calculated in accordance with provision 1 above, adjusted for the period that YOU cannot exhibit.

The most WE will pay in respect of any one PERIOD OF INSURANCE is £25,000.

### **Exhibition Sites**

WE will pay for loss of GROSS PROFIT arising from DAMAGE to PROPERTY by an INSURED PERIL at any situation within the GEOGRAPHICAL LIMITS where YOU are exhibiting or are contracted to exhibit goods or services and/or to YOUR PROPERTY while in transit to or from that situation by road, rail or inland waterway.

The most WE will pay for any one loss is £100,000, but not exceeding the sum insured shown on YOUR schedule.

### **Explosion of Boilers**

WE will pay for loss of GROSS PROFIT arising from DAMAGE caused by the explosion of any boiler or economiser on the PREMISES.

**Food or Drink Poisoning**

WE will pay for loss of GROSS PROFIT caused by poisoning arising from food or drink supplied by YOU from or at the PREMISES.

The most WE will pay for any one loss is shown on YOUR schedule.

**Lottery**

WE will pay for loss of GROSS PROFIT arising from an EMPLOYEE or EMPLOYEES leaving YOUR employment as a direct result of winning the National Lottery or Euro Lottery.

The most WE will pay for any one loss is £100,000 but not exceeding the sum insured shown on YOUR schedule.

**Murder or Suicide**

WE will pay for loss of GROSS PROFIT arising from murder or suicide occurring at the PREMISES.

**Prevention of Access**

WE will pay for loss of GROSS PROFIT arising from DAMAGE to PROPERTY in the vicinity of the PREMISES arising from an INSURED PERIL which hinders or prevents access to the PREMISES.

**Professional Accountants' Charges**

WE will pay reasonable professional accountants' charges to obtain or produce any particulars, proofs, information or evidence which WE may require for any loss under this section.

WE will not pay for the costs of presenting or preparing a claim.

**Property Stored**

WE will pay for loss of GROSS PROFIT arising from DAMAGE by an INSURED PERIL to YOUR PROPERTY stored elsewhere than at the PREMISES but within the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is £100,000 but not exceeding the sum insured shown on YOUR schedule.

**Public Emergency**

WE will pay for loss of GROSS PROFIT arising from the actions or advice of a competent Public Authority, due to an emergency likely to endanger life or property occurring in the vicinity of the PREMISES, which prevents or hinders the use of or access to the PREMISES for a period greater than four consecutive hours.

WE will not pay for any loss resulting from infectious or contagious disease or the suspected or actual presence of an incendiary or explosive device.

For the purpose of this extension the INDEMNITY PERIOD will commence on the date that access or use of the PREMISES is prevented or hindered.

The most WE will pay for any one loss is £100,000, but not exceeding the sum insured shown on YOUR schedule.

**Public Relations Expenses**

WE will pay for costs and expenses necessarily and reasonably incurred in employing suitable public relations personnel to deal with press and public announcements and other similar activities arising as a direct result of DAMAGE to PROPERTY at the PREMISES for which WE are paying a claim.

For the purpose of this extension the maximum indemnity period shown in YOUR schedule is amended to 3 months.

The most WE will pay for any one loss is £25,000, but not exceeding the sum insured shown on YOUR schedule.

**Public Utilities**

WE will pay for loss of GROSS PROFIT arising from DAMAGE to PROPERTY by an INSURED PERIL at the land-based premises within the GEOGRAPHICAL LIMITS of:

1. any generating station or sub-station supplying YOUR electricity;
2. YOUR gas supplier or of any natural gas producer linked directly with them;

3. any waterworks or pumping station supplying YOUR water; or
4. YOUR telecommunications supplier.

WE will not pay for loss of GROSS PROFIT which results from:

1. the deliberate act of the supply undertaking;
2. failure of the supply lasting less than four consecutive hours; or
3. drought or any scheme of rationing unless necessitated by DAMAGE to part of the supplier's premises.

The most WE will pay for any one loss is shown on YOUR schedule.

### **Transit**

WE will pay for loss of GROSS PROFIT arising from DAMAGE to YOUR PROPERTY while in transit by:

1. road;
2. rail; and/or
3. inland waterway

anywhere in the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is £100,000 but not exceeding the sum insured shown on YOUR schedule.

### **Optional Cover Extensions**

Please refer to YOUR schedule to see if these are operative.

### **Computer Equipment Breakdown**

WE will pay for loss of GROSS PROFIT arising from the complete or partial failure of COMPUTER EQUIPMENT resulting from:

1. mechanical or electrical defect of any part causing stoppage of its function during the INDEMNITY PERIOD for which WE have agreed to pay;
2. failure of the electrical supply at the terminal point of the supply undertakings feed to the PREMISES from any cause unless otherwise excluded;
3. failure of any telecommunications system linked to COMPUTER EQUIPMENT;
4. erasure, destruction, corruption or distortion of COMPUTER EQUIPMENT.

WE will not pay for any loss:

1. arising from intentional overloading or experimental usage or research;
2. lasting less than 48 consecutive hours.

The most WE will pay for any one loss is shown on YOUR schedule.

### **Human Diseases**

WE will pay for loss of GROSS PROFIT caused by the occurrence of any of the following diseases at the PREMISES which results in closure or restriction in use of the PREMISES on the order or advice of a Competent authority:

Acute Encephalitis	Malaria	Scarlet Fever
Acute Poliomyelitis	Measles	Smallpox
Anthrax	Meningococcal Infection	Tetanus
Cholera	Mumps	Tuberculosis
Diphtheria	Ophthalmia Neonatorum	Typhoid Fever
Dysentery	Paratyphoid Fever	Viral Hepatitis
Legionellosis	Plague	Whooping Cough
Legionnaires' Disease	Rabies	Yellow Fever
Leptospirosis	Rubella	

The most WE will pay for any one loss is shown on YOUR schedule.

### **Machinery Breakdown**

#### **Definitions**

#### **SUDDEN AND UNFORESEEN DAMAGE**

Sudden and unforeseen DAMAGE to PLANT which necessitates immediate repair or replacement to enable normal working to resume.



## BREAKDOWN

### DAMAGE to PLANT caused by

1. the actual breaking, distortion or burning out of any part of the PLANT while in normal use, which is caused by mechanical or electrical defects in the PLANT resulting in sudden stoppage, including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine; or
2. fracturing of any item of PLANT due to frost when such fracture renders the item inoperative.

## PLANT

### Plant and machinery excluding:

1. foundations, masonry, brickwork, chimneys, supporting or enclosing structures;
2. STOCK and products of the BUSINESS;
3. COMPUTER EQUIPMENT;
4. plant and machinery which is prototype or experimental;
5. plant and machinery located underground.

## The Cover

WE will pay for loss of GROSS PROFIT arising from SUDDEN AND UNFORESEEN DAMAGE, including BREAKDOWN to PLANT during the INDEMNITY PERIOD for which WE or any other insurer has agreed to pay.

### WE will not pay for any loss:

1. caused by fire, lightning, explosion caused by ignition, aircraft, riot, civil commotion, malicious persons, storm, flood, theft or escape of water;
2. lasting less than 48 consecutive hours.

The most WE will pay for any one loss is shown on YOUR schedule.

## Special Conditions

### Accumulated Stocks

In calculating YOUR loss WE will take into account and make an equitable allowance where any reduction in GROSS PROFIT is reduced or postponed by the sale or supply of accumulated stocks of raw materials, work in progress or finished goods.

### Alternative Premises

In calculating YOUR loss WE will take into account any GROSS PROFIT which YOU, or anyone on YOUR behalf, earn from conducting YOUR BUSINESS elsewhere than at the PREMISES during the INDEMNITY PERIOD.

### Cessation of Trading

WE will not pay if YOUR BUSINESS is permanently discontinued, wound up or carried on by a liquidator or receiver unless WE have agreed in writing to do so.

### Current Cost Accounting

For the purposes of this section, any adjustment made for current cost accounting will be disregarded.

### Declaration and Premium Adjustment

The premium for this section is provisional and is based on ESTIMATED GROSS PROFIT.

YOU should notify US of YOUR ESTIMATED GROSS PROFIT before the start of each period of insurance. In the absence of this, WE will use the last value declared by YOU appropriately adjusted to reflect any index linking which may apply under this section.

YOU may choose to provide US (not later than six months after the expiry of each period of insurance) with a declaration from YOUR auditors of the GROSS PROFIT earned during the financial year most nearly concurrent with the PERIOD OF INSURANCE.

If WE pay a claim the GROSS PROFIT YOU declare will be increased by the amount of the claim payment.

If the declaration, proportionately increased where the maximum indemnity period exceeds 12 months:

1. is less than the ESTIMATED GROSS PROFIT for the PERIOD OF INSURANCE WE will allow a refund of premium paid on the ESTIMATED GROSS PROFIT of up to 50% of the premium paid; or

2. is greater than the ESTIMATED GROSS PROFIT for the PERIOD OF INSURANCE WE will require YOU to pay an additional premium in respect of such amount, up to 33 1/3% of the premium paid.

### **Departmental Accounts**

If YOUR BUSINESS is conducted in departments and the individual trading results of each department are ascertainable, the provisions of this cover in respect of GROSS PROFIT will apply separately to each department affected by the DAMAGE.

### **Payments on Account**

At YOUR request WE may, at OUR absolute discretion, make payments on account during the INDEMNITY PERIOD, subject to any necessary adjustment being made upon conclusion of the claim.

### **Salvage Sale**

If, following DAMAGE which gives rise to a claim, YOU hold a salvage sale during the INDEMNITY PERIOD, then the amount WE will pay for reduction in TURNOVER is amended to the following:

The sum produced by applying the RATE OF GROSS PROFIT to the amount by which the TURNOVER during the INDEMNITY PERIOD (less the TURNOVER relating to the period of the salvage sale) shall fall short of the STANDARD TURNOVER as a result of the DAMAGE, from which sum shall be deducted the GROSS PROFIT actually earned during the period of the salvage sale.

### **Value Added Tax (VAT)**

All terms in this section exclude value added tax (or equivalent local tax in the Channel Islands) to the extent that YOU are accountable to the authorities for such tax.

### **Warranties**

The warranties in the Property Section and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

### **Settling Claims**

WE will pay:

1. for the reduction in the TURNOVER being 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 as a result of the DAMAGE by an INSURED PERIL; and
2. additional expenses which YOU necessarily and reasonably incur with OUR prior consent for the sole purpose of minimising the reduction in TURNOVER during the INDEMNITY PERIOD, provided that the additional expenses do not exceed the sum produced by applying the RATE OF GROSS PROFIT to the amount of the reduction in TURNOVER avoided by such incurred expenses.

Less:

1. any savings during the INDEMNITY PERIOD payable out of GROSS PROFIT which stop or reduce as a result of the DAMAGE by an INSURED PERIL; and
2. any GROSS PROFIT derived from sale of any salvage remaining following the DAMAGE.

If YOUR BUSINESS is in its first year of trading RATE OF GROSS PROFIT and STANDARD TURNOVER will reflect the actual figures realised between the date YOUR BUSINESS started and the DAMAGE.

# Business Interruption Income – Declaration Linked

Please refer to YOUR schedule to see if this is operative

## Definitions

### BOOK DEBTS

The amounts shown in YOUR accounts as debited or invoiced to customers but not paid at the time of the DAMAGE, adjusted to reflect any bad debts or abnormal trading conditions which may have a material impact on YOUR BUSINESS.

### ESTIMATED INCOME

YOUR estimate of the INCOME which YOUR BUSINESS will earn during the PERIOD OF INSURANCE (proportionately increased where the INDEMNITY PERIOD is more than 12 months).

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

### INCOME

The money paid or payable to YOU for goods sold and delivered and for services provided in the course of YOUR BUSINESS at the PREMISES.

### INDEMNITY PERIOD

The period beginning from the date of DAMAGE during which the results of YOUR BUSINESS are affected by DAMAGE by an INSURED PERIL and ending when the results of YOUR BUSINESS cease to be affected by the DAMAGE, but not exceeding the maximum indemnity period shown on YOUR schedule.

### STANDARD INCOME

The INCOME during the 12 months immediately before the DAMAGE which corresponds with the INDEMNITY PERIOD (appropriately adjusted where the INDEMNITY PERIOD exceeds 12 months), adjusted as necessary to allow for trends or circumstances which affect YOUR BUSINESS, either before or after the DAMAGE, and which would have affected YOUR BUSINESS had the DAMAGE not occurred. The adjusted figure will represent as closely as possible the results which but for the DAMAGE would have been achieved during the same period.

## The Cover

WE will pay for the loss of INCOME occurring during the INDEMNITY PERIOD arising from DAMAGE to PROPERTY used by YOU at the PREMISES arising from an INSURED PERIL during the PERIOD OF INSURANCE.

The most WE will pay is the sum insured for loss of INCOME shown on YOUR schedule.

### Cover Proviso

WE will not pay unless at the time of DAMAGE there is insurance in force covering YOUR interest in the PROPERTY used for YOUR BUSINESS at the PREMISES against the DAMAGE and payment has been made or liability admitted under that insurance, or payment would have been made but for the operation of any EXCESS. For farming and growing activities only this will not apply to produce and livestock intended for sale.

This proviso will not apply to PROPERTY which YOU do not own or for which YOU are not responsible.

### Cover Extensions

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

#### **Action of Competent Authority**

WE will pay for loss of INCOME arising from the closure or restriction in use of the PREMISES by a competent local authority due to defects in the drains or other sanitary arrangements or discovery of vermin or pests at the PREMISES.

For the purpose of this extension, the INDEMNITY PERIOD will commence on the date the closure or restriction of the PREMISES is applied.

The most WE will pay for any one loss is £100,000 but not exceeding the sum insured shown on YOUR schedule.

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

WE will pay any additional expenses which YOU necessarily and reasonably incur with OUR prior consent in order to minimise the loss of INCOME during the INDEMNITY PERIOD.

The most WE will pay for any one loss is shown on YOUR schedule. This is in addition to the sum insured.

#### **Bomb Scares**

WE will pay for loss of INCOME arising from the suspected or actual presence of an incendiary or explosive device which hinders or prevents access to the PREMISES for a period greater than four consecutive hours.

#### **Book Debts**

WE will pay:

1. the difference between BOOK DEBTS and the total of the amounts traced or received by YOU; and
2. additional expenses which YOU incur with OUR prior consent in tracing and establishing BOOK DEBTS; if YOUR books of account or other business books or records sustain DAMAGE by an INSURED PERIL within the GEOGRAPHICAL LIMITS and YOU are unable to trace BOOK DEBTS due to YOU.

The most WE will pay for any one loss is shown on YOUR schedule. This is in addition to the sum insured.

#### **Claims Preparation Costs**

WE will pay for costs and expenses necessarily and reasonably incurred by YOU with OUR prior consent, in producing and certifying any particulars or details required by US in accordance with the Claims Conditions of the Policy, but excluding the costs of negotiating with US or OUR representatives.

The most WE will pay for any one loss is £25,000.

#### **Contract Sites**

For agricultural contracting activities only WE will pay for loss of INCOME arising from DAMAGE by an INSURED PERIL anywhere within the GEOGRAPHICAL LIMITS where YOU are carrying out a contract. The most WE will pay for any one loss is £100,000 but not exceeding the sum insured shown on YOUR schedule.

#### **Customers and Suppliers**

WE will pay for loss of INCOME arising from DAMAGE to PROPERTY at any of the premises of YOUR existing and direct:

1. customers'; or
  2. suppliers' of goods or materials;
- situated within the GEOGRAPHICAL LIMITS and arising from an INSURED PERIL.

The most WE will pay for any one loss is shown on YOUR schedule.

## **Essential Personnel**

### Definitions

For the purpose of this extension the following definitions apply:

#### **ESSENTIAL PERSONNEL**

Any person who is an owner, partner, company director or trustee, of the BUSINESS.

#### **INDEMNITY PERIOD**

The period beginning with occurrences described in 1 or 2 of this Extension and ending when the results of the BUSINESS shall cease to be affected by such occurrence but not exceeding the maximum indemnity period being the number of months stated in YOUR SCHEDULE.

WE will pay for loss resulting from interruption to or interference with the BUSINESS at the PREMISES during the PERIOD OF INSURANCE in consequence of the:

1. death of any of the Insured's ESSENTIAL PERSONNEL; or
2. total and permanent disablement of any of the Insured's ESSENTIAL PERSONNEL, which prevents them from attending to their normal occupation, occurring during the PERIOD OF INSURANCE due to injury caused by accidental and violent means.

WE will only pay the additional costs and/or expenses that YOU necessarily and reasonably incur, solely in order to minimise any interruption or interference, with the BUSINESS, during the INDEMNITY PERIOD.

The maximum WE will pay in respect of any one PERIOD OF INSURANCE is £25,000.

#### **Exhibition Expenses**

WE will pay for YOUR irrecoverable expenses in respect of any trade exhibition in the GEOGRAPHICAL LIMITS, following DAMAGE from an INSURED PERIL occurring during the PERIOD OF INSURANCE:

1. at the exhibition venue; or
2. to YOUR PROPERTY for use in connection with the exhibition whilst at the PREMISES or whilst in transit by road, rail or inland waterway.

Provided that:

1. in the event of the exhibition not being held (or YOU are unable to exhibit at all) in consequence of the DAMAGE, the amount payable shall be limited to the irrecoverable expenses that YOU have paid or are liable to pay, in respect of the exhibition;
2. if the exhibition does not run (or YOU are unable to exhibit) for the intended period in consequence of the DAMAGE, the amount payable shall be the loss calculated in accordance with provision 1 above, adjusted for the period that YOU cannot exhibit.

The most WE will pay in respect of any one PERIOD OF INSURANCE is £25,000.

#### **Exhibition Sites**

WE will pay for loss of INCOME arising from DAMAGE to PROPERTY by an INSURED PERIL at any situation within the GEOGRAPHICAL LIMITS where YOU are exhibiting or are contracted to exhibit goods or services and/or to YOUR PROPERTY while in transit to or from that situation by road, rail or inland waterway.

The most WE will pay for any one loss is £100,000, but not exceeding the sum insured shown on YOUR schedule.

#### **Explosion of Boilers**

WE will pay for loss of INCOME arising from DAMAGE caused by the explosion of any boiler or economiser on the PREMISES.

#### **Food or Drink Poisoning**

WE will pay for loss of INCOME caused by poisoning arising from food or drink supplied by YOU from or at the PREMISES.

The most WE will pay for any one loss is shown on YOUR schedule.

**Lottery**

WE will pay for loss of INCOME arising from an EMPLOYEE or EMPLOYEES leaving YOUR employment as a direct result of winning the National Lottery or Euro Lottery.

The most WE will pay for any one loss is £100,000 but not exceeding the sum insured shown on YOUR schedule.

**Murder or Suicide**

WE will pay for loss of INCOME arising from murder or suicide occurring at the PREMISES.

**Prevention of Access**

WE will pay for loss of INCOME arising from DAMAGE to PROPERTY in the vicinity of the PREMISES arising from an INSURED PERIL which hinders or prevents access to the PREMISES.

**Professional Accountants' Charges**

WE will pay reasonable professional accountants' charges to obtain or produce any particulars, proofs, information or evidence which WE may require for any loss under this section.

WE will not pay for the costs of presenting or preparing a claim.

**Property Stored**

WE will pay for loss of INCOME arising from DAMAGE by an INSURED PERIL to YOUR PROPERTY stored elsewhere than at the PREMISES but within the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is £100,000 but not exceeding the sum insured shown on YOUR schedule.

**Public Emergency**

WE will pay for loss of INCOME arising from the actions or advice of a competent Public Authority, due to an emergency likely to endanger life or property occurring in the vicinity of the PREMISES, which prevents or hinders the use of or access to the PREMISES for a period greater than four consecutive hours.

WE will not pay for any loss resulting from infectious or contagious disease or the suspected or actual presence of an incendiary or explosive device.

For the purpose of this extension the INDEMNITY PERIOD will commence on the date that access or use of the PREMISES is prevented or hindered.

The most WE will pay for any one loss is £100,000, but not exceeding the sum insured shown on YOUR schedule.

**Public Relations Expenses**

WE will pay for costs and expenses necessarily and reasonably incurred in employing suitable public relations personnel to deal with press and public announcements and other similar activities arising as a direct result of DAMAGE to PROPERTY at the PREMISES for which WE are paying a claim.

For the purpose of this extension the maximum indemnity period shown in YOUR schedule is amended to 3 months.

The most WE will pay for any one loss is £25,000, but not exceeding the sum insured shown on YOUR schedule.

**Public Utilities**

WE will pay for loss of INCOME arising from DAMAGE to PROPERTY by an INSURED PERIL at the land-based premises within the GEOGRAPHICAL LIMITS of:

1. any generating station or sub-station supplying YOUR electricity;
2. YOUR gas supplier or of any natural gas producer linked directly with them;
3. any waterworks or pumping station supplying YOUR water; or
4. YOUR telecommunications supplier.

WE will not pay for loss of INCOME which results from:

1. the deliberate act of the supply undertaking;
2. failure of the supply lasting less than four consecutive hours; or

3. drought or any scheme of rationing unless necessitated by DAMAGE to part of the supplier's premises.

The most WE will pay for any one loss is shown on YOUR schedule.

### **Transit**

WE will pay for loss of INCOME arising from DAMAGE to YOUR PROPERTY while in transit by:

1. road;
2. rail; and/or
3. inland waterway

anywhere in the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is £100,000 but not exceeding the sum insured shown on YOUR schedule.

### **Optional Cover Extensions**

Please refer to YOUR schedule to see if these are operative.

### **Computer Equipment Breakdown**

WE will pay for loss of INCOME arising from the complete or partial failure of COMPUTER EQUIPMENT resulting from:

1. mechanical or electrical defect of any part causing stoppage of its function during the INDEMNITY PERIOD for which WE have agreed to pay;
2. failure of the electrical supply at the terminal point of the supply undertakings feed to the PREMISES from any cause unless otherwise excluded;
3. failure of any telecommunications system linked to COMPUTER EQUIPMENT;
4. erasure, destruction, corruption or distortion of COMPUTER EQUIPMENT.

WE will not pay for any loss:

1. arising from intentional overloading or experimental usage or research;
2. lasting less than 48 consecutive hours.

The most WE will pay for any one loss is shown on YOUR schedule.

### **Human Diseases**

WE will pay for loss of INCOME caused by the occurrence of any of the following diseases at the PREMISES which results in closure or restriction in use of the PREMISES on the order or advice of a Competent authority:

Acute Encephalitis	Malaria	Scarlet Fever
Acute Poliomyelitis	Measles	Smallpox
Anthrax	Meningococcal Infection	Tetanus
Cholera	Mumps	Tuberculosis
Diphtheria	Ophthalmia Neonatorum	Typhoid Fever
Dysentery	Paratyphoid Fever	Viral Hepatitis
Legionellosis	Plague	Whooping Cough
Legionnaires' Disease	Rabies	Yellow Fever
Leptospirosis	Rubella	

The most WE will pay for any one loss is shown on YOUR schedule.

### **Machinery Breakdown**

#### **Definitions**

##### **SUDDEN AND UNFORESEEN DAMAGE**

Sudden and unforeseen DAMAGE to PLANT which necessitates immediate repair or replacement to enable normal working to resume.

##### **BREAKDOWN**

DAMAGE to PLANT caused by

1. the actual breaking, distortion or burning out of any part of the PLANT while in normal use, which is caused by mechanical or electrical defects in the PLANT resulting in sudden stoppage, including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine; or

2. fracturing of any item of PLANT due to frost when such fracture renders the item inoperative.

## PLANT

Plant and machinery excluding:

1. foundations, masonry, brickwork, chimneys, supporting or enclosing structures;
2. STOCK and products of the BUSINESS;
3. COMPUTER EQUIPMENT;
4. plant and machinery which is prototype or experimental;
5. plant and machinery located underground.

### **The Cover**

WE will pay for loss of INCOME arising from SUDDEN AND UNFORESEEN DAMAGE, including BREAKDOWN to PLANT during the INDEMNITY PERIOD for which WE or any other insurer has agreed to pay.

WE will not pay for any loss:

1. caused by fire, lightning, explosion caused by ignition, aircraft, riot, civil commotion, malicious persons, storm, flood, theft or escape of water;
2. lasting less than 48 consecutive hours.

The most WE will pay for any one loss is shown on YOUR schedule.

## **Special Conditions**

### **Accumulated Stocks**

In calculating YOUR loss WE will take into account and make an equitable allowance where any reduction in INCOME is reduced or postponed by the sale or supply of accumulated stocks of raw materials, work in progress or finished goods.

### **Alternative Premises**

In calculating YOUR loss WE will take into account any INCOME which YOU, or anyone on YOUR behalf, earn from conducting YOUR BUSINESS elsewhere than at the PREMISES during the INDEMNITY PERIOD.

### **Cessation of Trading**

WE will not pay if YOUR BUSINESS is permanently discontinued, wound up or carried on by a liquidator or receiver unless WE have agreed in writing to do so.

### **Current Cost Accounting**

For the purposes of this section, any adjustment made for current cost accounting will be disregarded.

### **Declaration and Premium Adjustment**

The premium for this section is provisional and is based on ESTIMATED INCOME.

YOU should notify US of the ESTIMATED INCOME before the start of each period of insurance. In the absence of this, WE will use the last value declared by YOU, appropriately adjusted to reflect any index linking which may apply under this section.

YOU may choose to provide US (not later than six months after the expiry of each period of insurance) with a declaration from YOUR auditors of the INCOME earned during the financial year most nearly concurrent with the PERIOD OF INSURANCE.

If WE pay a claim the INCOME YOU declare will be increased by the amount of the claim payment.

If the declaration, proportionately increased where the maximum indemnity period exceeds 12 months:

1. is less than the ESTIMATED INCOME for the PERIOD OF INSURANCE WE will allow a refund of premium paid on the ESTIMATED INCOME of up to 50% of the premium paid; or
2. is greater than the ESTIMATED INCOME for the PERIOD OF INSURANCE WE will require YOU to pay an additional premium in respect of such amount, up to 33 1/3% of the premium paid.

### **Departmental Accounts**

If YOUR BUSINESS is conducted in departments and the individual trading results of each department are easily ascertainable, the provisions of this cover in respect of INCOME will apply separately to each department affected by the DAMAGE.



### **Payments on Account**

At YOUR request, WE may, at OUR absolute discretion, make payments on account during the INDEMNITY PERIOD, subject to any necessary adjustment being made upon conclusion of the claim.

### **Value Added Tax (VAT)**

All terms in this section exclude value added tax (or equivalent local tax in the Channel Islands) to the extent that YOU are accountable to the authorities for such tax.

### **Warranties**

The warranties in the Property Section and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

### **Settling Claims**

WE will pay:

1. for the reduction in the INCOME arising from DAMAGE caused by an INSURED PERIL, being the difference between the STANDARD INCOME which YOU would have earned and the INCOME which YOU actually earn during the INDEMNITY PERIOD; and
2. additional expenses which YOU necessarily and reasonably incur with OUR prior consent for the sole purpose of minimising the reduction in INCOME during the INDEMNITY PERIOD, provided that the additional expenses do not exceed the amount of the reduction in INCOME avoided by such incurred expenses.

Less:

1. any savings during the INDEMNITY PERIOD payable out of INCOME which stop or reduce as a result of the DAMAGE by an INSURED PERIL; and
2. any INCOME derived from the sale of any salvage remaining following the DAMAGE.

If YOUR BUSINESS is in its first year of trading, INCOME and STANDARD INCOME will reflect the actual figures realised between the date YOUR BUSINESS started and the DAMAGE.

# Business Interruption – Additional Cost of Working

Please refer to YOUR schedule to see if this is operative

## Definitions

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

### INDEMNITY PERIOD

The period beginning from the date of DAMAGE during which the results of YOUR BUSINESS are affected by the DAMAGE by an INSURED PERIL and ending when the results of YOUR BUSINESS cease to be affected by the DAMAGE but not exceeding the maximum indemnity period shown on YOUR schedule.

## The Cover

WE will pay for additional expenses which YOU necessarily and reasonably incur with OUR prior consent for the sole purpose of preventing interruption of or interference with YOUR BUSINESS during the INDEMNITY PERIOD arising from DAMAGE to PROPERTY used by YOU at the PREMISES arising from an INSURED PERIL during the PERIOD OF INSURANCE.

The most WE will pay is the sum insured for additional cost of working shown on YOUR schedule.

## Cover Proviso

WE will not pay unless at the time of DAMAGE there is insurance in force covering YOUR interest in the PROPERTY used for YOUR BUSINESS at the PREMISES against the DAMAGE and payment has been made or liability admitted under that insurance, or payment would have been made but for the operation of any EXCESS.

This proviso will not apply to PROPERTY which YOU do not own or for which YOU are not responsible.

## Cover Extensions

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

## Bomb Scares

WE will pay for additional expenses YOU necessarily and reasonably incur with OUR prior consent for the sole purpose of preventing interruption or interference with YOUR BUSINESS following the suspected or actual presence of an incendiary or explosive device which hinders or prevents access to the PREMISES for a period greater than four consecutive hours.

## Claims Preparation Costs

WE will pay for costs and expenses necessarily and reasonably incurred by YOU with OUR prior consent, in producing and certifying any particulars or details required by US in accordance with the Claims Conditions of the Policy, but excluding the costs of negotiating with US or OUR representatives.

The most WE will pay for any one loss is £25,000.

## Explosion of Boilers

WE will pay for additional expenses as detailed under The Cover arising from DAMAGE caused by the explosion of any boiler or economiser on the PREMISES.

**Murder or Suicide**

WE will pay for additional expenses YOU necessarily and reasonably incur with OUR prior consent for the sole purpose of preventing interruption or interference with YOUR BUSINESS following murder or suicide occurring at the PREMISES.

**Prevention of Access**

WE will pay for additional expenses which YOU necessarily and reasonably incur with OUR prior consent for the sole purpose of preventing interruption or interference with YOUR BUSINESS following DAMAGE to PROPERTY in the vicinity of the PREMISES arising from an INSURED PERIL which hinders or prevents access to the PREMISES.

**Professional Accountants' Charges**

WE will pay reasonable professional accountants' charges to obtain or produce any particulars, proofs, information or evidence which WE may require for any claim under this section.

WE will not pay for the costs of presenting or preparing a claim.

**Transit**

WE will pay for additional expenses YOU incur arising from DAMAGE to YOUR PROPERTY while in transit by:

1. road;
2. rail; and/or
3. inland waterway

anywhere in the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is £100,000 but not exceeding the sum insured shown on YOUR schedule.

**Optional Cover Extensions**

Please refer to YOUR schedule to see if these are operative

**Computer Equipment Breakdown**

WE will pay for additional expenses which YOU reasonably incur with OUR prior consent for the sole purpose of preventing interruption or interference with YOUR BUSINESS during the INDEMNITY PERIOD following complete or partial failure of COMPUTER EQUIPMENT resulting from mechanical or electrical defect of any part during the PERIOD OF INSURANCE.

WE will also pay for:

1. failure of the electrical supply at the terminal point of the supply undertakings feed to the PREMISES from any cause unless otherwise excluded;
2. failure of any telecommunications system linked to COMPUTER EQUIPMENT;
3. erasure, destruction, corruption or distortion of COMPUTER EQUIPMENT.

WE will not pay for any DAMAGE arising from intentional overloading or experiments involving the imposition of abnormal conditions.

WE will not pay for any loss lasting less than 48 consecutive hours.

The most WE will pay for any one loss is shown on YOUR schedule.

**Machinery Breakdown**

Definitions

SUDDEN AND UNFORESEEN DAMAGE

Sudden and unforeseen DAMAGE to PLANT which necessitates immediate repair or replacement to enable normal working to resume.

BREAKDOWN

DAMAGE to PLANT caused by

1. the actual breaking, distortion or burning out of any part of the PLANT while in normal use, which is caused by mechanical or electrical defects in the PLANT resulting in sudden stoppage, including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine; or
2. fracturing of any item of PLANT due to frost when such fracture renders the item inoperative.

## PLANT

Plant and machinery excluding:

1. foundations, masonry, brickwork, chimneys, supporting or enclosing structures;
2. STOCK and products of the BUSINESS;
3. COMPUTER EQUIPMENT;
4. plant and machinery which is prototype or experimental;
5. plant and machinery located underground.

## The Cover

WE will pay for additional expenses which YOU reasonably incur with OUR prior consent for the sole purpose of preventing interruption or interference with YOUR BUSINESS during the INDEMNITY PERIOD following SUDDEN AND UNFORESEEN DAMAGE including BREAKDOWN to PLANT during the PERIOD OF INSURANCE for which WE or any other insurer has agreed to pay.

WE will not pay for any loss which results from SUDDEN AND UNFORESEEN DAMAGE lasting less than 48 consecutive hours.

The most WE will pay for any one loss is shown on YOUR schedule.

## Special Conditions

### Cessation of Trading

WE will not pay if YOUR BUSINESS is permanently discontinued, wound up or carried on by a liquidator or receiver unless WE have agreed in writing to do so.

### Current Cost Accounting

For the purposes of this section, any adjustment made for current cost accounting will be disregarded.

### Value Added Tax (VAT)

All terms in this section exclude value added tax (or equivalent local tax in the Channel Islands) to the extent that YOU are accountable to the authorities for such tax.

## Warranties

The warranties in the Property Section and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

## Settling Claims

WE will pay the additional expenses which YOU necessarily and reasonably incur with OUR prior consent for the sole purpose of preventing interruption of or interference with YOUR BUSINESS during the PERIOD OF INSURANCE.

# Contractors' All Risks

Please refer to YOUR schedule to see if this is operative

## Definitions

### CONTRACT SITE

Any site where YOU are carrying out work.

### CONTRACT WORKS

Permanent and temporary works undertaken by YOU, together with materials intended for incorporation within them, including materials provided free of charge for which YOU are responsible.

### ESTIMATED CONTRACT PRICE

1. The estimated price YOU agreed with YOUR employer for completion of the CONTRACT WORKS; or
2. The cost to YOU of a SPECULATIVE DEVELOPMENT.

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

### HIRED IN MACHINERY AND PLANT

Machinery, plant, equipment, tools, site huts and other temporary accommodation and their contents hired by YOU and for which YOU are responsible.

### MAINTENANCE PERIOD

The period, not exceeding twelve months, during which YOU are responsible for rectifying defects in the CONTRACT WORKS.

### PROPERTY INSURED

Property comprising CONTRACT WORKS, HIRED IN MACHINERY AND PLANT and YOUR MACHINERY AND PLANT.

### SPECULATIVE DEVELOPMENT

A private dwelling erected, altered or renovated by YOU not under a contract with any third party.

### YOUR MACHINERY AND PLANT

Machinery, plant, equipment, tools, site huts and other temporary accommodation and their contents belonging to YOU or on free loan.

## The Cover

WE will pay for DAMAGE arising from an INSURED PERIL during the PERIOD OF INSURANCE to:

1. CONTRACT WORKS while at or adjacent to any CONTRACT SITE or in transit to or from any CONTRACT SITE; and/or
  2. YOUR MACHINERY AND PLANT and HIRED IN MACHINERY AND PLANT;
- anywhere within the GEOGRAPHICAL LIMITS.

WE will pay YOU for the value of the PROPERTY INSURED at the time of its DAMAGE or for the amount of the DAMAGE, or at OUR option reinstate or replace the PROPERTY INSURED or any part of it. The most WE will pay for any one loss is the sum insured for the item shown on YOUR schedule.

## Cover Extensions

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

**Additional Costs**

WE will pay additional labour and plant hire charges necessarily and reasonably incurred with OUR prior consent to replace or repair the CONTRACT WORKS.

The most WE will pay is 25% of the ESTIMATED CONTRACT PRICE up to a maximum of £25,000.

**Continuing Hire Charges - Plant Hired In**

If WE are paying a claim for DAMAGE to HIRED IN MACHINERY AND PLANT, WE will also pay continuing hire charges for which YOU are responsible excluding the first 48 hours and up to a maximum period of three months.

The most WE will pay for any one loss is £25,000.

**Contract Price Increase**

If the final contract price exceeds the ESTIMATED CONTRACT PRICE WE will increase YOUR sum insured on CONTRACT WORKS in the same proportion up to a maximum of 25%.

**Debris Removal**

WE will pay necessary and reasonable costs incurred in:

1. removing debris;
  2. dismantling or demolishing;
  3. shoring or propping up; or
  4. cleaning or repairing drains, service mains, gullies and manholes;
- following DAMAGE arising from an INSURED PERIL to the PROPERTY INSURED.

WE will not pay for costs arising from POLLUTION of property not insured by this section.

The most WE will pay is 10% of the sum insured under each item.

**Employee's Tools and Personal Effects**

WE will pay for DAMAGE arising from an INSURED PERIL to tools or personal effects belonging to any EMPLOYEE while at or adjacent to any CONTRACT SITE.

The most WE will pay for any one EMPLOYEE is £500.

**Employer's Interest**

WE will cover the joint interest as required under contract conditions of any employer for whom YOU are carrying out a contract.

**European Union and Public Authorities**

WE will pay the additional cost of reinstating or restoring CONTRACT WORKS which is incurred solely to comply with the minimum requirements of any European Union legislation, Act of Parliament or bye-laws of any public authority provided that:

1. such requirements were in force at the start of the PERIOD OF INSURANCE; and
2. the obligation to comply with the requirements is the direct result of DAMAGE arising from an INSURED PERIL to the CONTRACT WORKS.

WE will not pay for:

1. the cost of complying with any requirement:
  - a) in connection with DAMAGE not insured by this section;
  - b) in connection with DAMAGE which occurred before the PERIOD OF INSURANCE;
  - c) which had been notified to YOU before the DAMAGE occurred;
  - d) which had to be implemented within a fixed period in any event had the DAMAGE not occurred; and/or
  - e) which YOU would have been required to comply with in any event had the DAMAGE not occurred.
2. the cost of repairing or restoring CONTRACT WORKS or parts of the CONTRACT WORKS, other than foundations, which have not suffered DAMAGE.
3. loss or expense in connection with an application for, granting, enforcement or refusal of planning permission.
4. any charge or assessment arising out of capital appreciation arising from compliance with the stipulations.

### **Immobilised Plant**

WE will pay necessary and reasonable costs to recover YOUR MACHINERY AND PLANT or HIRED IN MACHINERY AND PLANT which is immobilised and for which WE are paying for DAMAGE arising from an INSURED PERIL.

The most WE will pay for any one loss is £25,000.

### **Negligent Breakdown**

WE will pay for DAMAGE, for which YOU are responsible, to HIRED IN MACHINERY AND PLANT which arises from breakdown due to YOUR negligence.

The most WE will pay:

1. for any one loss is £5,000; and
2. in any one period of insurance is £25,000.

### **Plans and Documents**

WE will pay for the cost of materials and labour and computer time necessary to reproduce plans, drawings, specifications, business books, documents and records DAMAGED anywhere in the GEOGRAPHICAL LIMITS.

The most WE will pay in any one PERIOD OF INSURANCE is £25,000.

### **Professional Fees**

WE will pay necessary and reasonable architects', surveyors', consulting engineers', legal and other fees which YOU incur in repairing or reinstating PROPERTY INSURED following DAMAGE, but not for preparing any claim.

### **Speculative Developments**

WE will pay for DAMAGE arising from an INSURED PERIL to:

1. any SPECULATIVE DEVELOPMENT occurring in the period until either:
  - a) the date it is sold, leased or rented; or
  - b) 180 days after completion other than for the prospective purchaser's choice of decorations and fittings;whichever occurs first.

The most WE will pay for any one loss is the sum insured for this item shown on YOUR schedule.

2. The contents of any show house or flat provided that when any such property is unattended all security devices are put into full and effective operation and that they shall include:
  - a) british Standard locks on all external doors; and
  - b) key operated window locks on all ground floor and other accessible windows; The most WE will pay for any one loss is £10,000.

### **Storage of Materials**

WE will pay for DAMAGE arising from an INSURED PERIL to materials for which YOU are responsible and which are intended for incorporation within a specific contract whilst temporarily stored anywhere in the GEOGRAPHICAL LIMITS.

### **Exclusions**

WE will not pay for:

1. DAMAGE to:
  - a) tower cranes, aircraft or aerial devices, vessels or craft designed to float in or on or travel through water or plant and equipment mounted on board;
  - b) mechanically propelled vehicles (including attached trailers) licensed for road use and for which a certificate of motor insurance is required;
  - c) MONEY or MONETARY DOCUMENTS;
  - d) any structure that existed prior to the commencement of the CONTRACT WORKS;
  - e) cutting edges, tools, trailing cables, flexible pipes, driving belts and chains or conveyor belts unless there is DAMAGE to the complete item;
  - f) rubber tyres by the application of brakes or by punctures, cuts or bursts; and/or
  - g) trees, shrubs and plants arising from frost or failure of seed to germinate.

2. DAMAGE to CONTRACT WORKS or any part of them:
  - a) for which a Certificate of Practical Completion has been issued; or
  - b) for which ownership has passed to the employer or purchaser; or
  - c) occurring after completion of the CONTRACT WORKS pending sale other than to the extent stated in the:
    - i. MAINTENANCE PERIOD where the cause occurs prior to the commencement of the MAINTENANCE PERIOD;
    - ii. speculative Developments cover extension; and/or
    - iii. 14 days immediately following the issue of a Certificate of Practical Completion during which YOU are responsible under Conditions of Contract for the CONTRACTWORKS;
  - d) where the contract duration exceeds the maximum shown on YOUR schedule; and/or
  - e) involving excavations exceeding five metres in depth, work on motorways or in, on or over water.
3. DAMAGE arising from:
  - a) the use or occupation of the CONTRACT WORKS by any owner, tenant or occupier;
  - b) mechanical or electrical breakdown or derangement other than in accordance with the Negligent Breakdown cover extension;
  - c) direct application of tools or the entry of foreign bodies unless solely due to the acts of malicious persons;
  - d) confiscation, or destruction by or under the order of any government or public municipal or local authority;
  - e) disappearance or shortage which is only revealed when an inventory is made or is not traceable to an identifiable event;
  - f) theft or attempted theft of hand tools or hand-held portable power tools:
    - i. from any unattended vehicle unless it is securely locked at all points of access and there is DAMAGE at the point of entry; or
    - ii. elsewhere outside working hours unless involving forcible and violent entry to a locked building or in respect of CONTRACT SITES only, a locked area of the CONTRACT SITE;
  - g) normal upkeep or normal making good; and/or
  - h) wear, tear, corrosion, rust, mildew, wet or dry rot, frost or any gradually operating cause.
4. DAMAGE to PROPERTY INSURED arising from defective design, plan, specification, materials or workmanship other than:
  - a) PROPERTY INSURED that is free from DAMAGE but which is DAMAGED as a consequence of such defect;
  - b) PROPERTY INSURED which sustains DAMAGE to enable the replacement or repair of PROPERTY INSURED excluded by a) above.
5. liquidated damages or penalties for non-completion or delay in completion of the contract conditions or any loss not directly associated with the DAMAGE.
6. DAMAGE following cessation of work from any cause for a period of three consecutive months.
7. any EXCESS shown on YOUR schedule.



# Goods in Transit

Please refer to YOUR schedule to see if this is operative

## Definitions

### CONTAINER

A solid container designed to transport the PROPERTY INSURED but excluding bags, boxes, cartons, casks, crates, drums, sacks, wrappers or similar items.

### GEOGRAPHICAL LIMITS

United Kingdom, the Republic of Ireland, the Isle of Man or the Channel Islands (including sea journeys between these territories).

### HIGH RISK TARGET PROPERTY

1. bullion, precious metals and stones and articles made of or containing precious metals or stones;
2. jewellery and watches;
3. processed tobacco and tobacco products;
4. lap-top, tablets and similar portable computer equipment;
5. mobile, cellular, WAP and other portable telephone equipment;
6. satellite navigation and global positioning systems.

### IN TRANSIT

In, on, or being loaded onto or unloaded from, a VEHICLE or while temporarily stored for up to 60 days in the course of conveyance by such VEHICLE.

### PROPERTY INSURED

Goods belonging to YOU, or for which YOU are responsible and pertaining to YOUR BUSINESS.

### THIEF ATTRACTIVE TARGET PROPERTY

1. perfumery;
2. spirits;
3. clothing and footwear;
4. electronic audio and visual equipment;
5. computer hardware and software and ancillary data storage equipment; and
6. non-ferrous metals in sheet, bar, tube, ingot, coil, scrap or similar form.

### VEHICLE

Any motor vehicle and/or trailer specified on YOUR schedule.

Note: If vehicles are not specified on YOUR schedule then the definition of VEHICLE will be 'Any motor vehicle and/or trailer owned or operated by YOU'.

## The Cover

WE will pay for DAMAGE to PROPERTY INSURED while IN TRANSIT within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE.

WE will pay the:

1. value of the PROPERTY INSURED at the time of the DAMAGE; or
  2. cost of repair; or
- at OUR option, WE will reinstate or replace the PROPERTY INSURED or any part of it.

WE will not pay more than the:

1. THIEF ATTRACTIVE TARGET PROPERTY limit;
  2. HIGH RISK TARGET PROPERTY limit; or
  3. VEHICLE load limit in total;
- shown on YOUR schedule.

## Cover Extensions

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions detailed in this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### Additional Costs

WE will pay the necessary and reasonable costs incurred, for which YOU are responsible, following accidental discharge of the PROPERTY INSURED, or the collision or overturning of the VEHICLE, to:

1. remove debris of the PROPERTY INSURED; and/or
2. reload the PROPERTY INSURED or transfer it to another VEHICLE.

### Containers not Owned by You

WE will pay for DAMAGE to a CONTAINER for which YOU are responsible (other than any CONTAINER belonging to or leased or hired to YOU) while IN TRANSIT provided that:

1. the CONTAINER is conveyed on a VEHICLE properly constructed for the purpose and is adequately secured to such VEHICLE; and
2. the CONTAINER is loaded onto and unloaded from the VEHICLE by adequate means.

The most WE will pay for any one CONTAINER is £10,000. This is in addition to the load limit.

### Drivers' Personal Effects

WE will pay for DAMAGE to personal effects (other than MONEY or MONETARY DOCUMENTS) belonging to YOU or any EMPLOYEE while IN TRANSIT.

The most WE will pay for any one person's effects is £500.

### Sheets and Ropes

WE will pay for DAMAGE to sheets, tarpaulins, ropes, chains and pallets, for which YOU are responsible, while IN TRANSIT.

The most WE will pay for any one loss is £10,000 or the VEHICLE load limit, whichever is the less.

### Vehicle Replacement

If YOU replace a VEHICLE, WE will pay for PROPERTY INSURED while IN TRANSIT by such replacement provided that YOU give US details of the replacement vehicle as soon as possible.

## Optional Cover Extensions

Please refer to YOUR schedule to see if these are operative

### Containers Owned by You

WE will pay for DAMAGE to CONTAINERS belonging to or leased or hired to YOU, while IN TRANSIT, provided that:

1. the CONTAINER is conveyed on a VEHICLE properly constructed for the purpose and is adequately secured to such VEHICLE; and
2. the CONTAINER is loaded onto and unloaded from the VEHICLE by adequate means.

The most WE will pay is the total value of CONTAINERS belonging to YOU shown on YOUR schedule, subject to a maximum of £10,000 for any one CONTAINER. This is in addition to the load limit.

### Deterioration

WE will pay for DAMAGE to PROPERTY INSURED caused by or resulting from breakdown or malfunctioning of refrigeration or cooling machinery provided that:

1. a person with suitable experience of the refrigeration or cooling machinery:
  - a) is responsible for the PROPERTY INSURED while IN TRANSIT;
  - b) obtains written confirmation of the temperature at which the PROPERTY INSURED is to be maintained at the time of acceptance; and

- c) keeps a separate log to record:
  - i. the temperature reading following loading of the PROPERTY INSURED;
  - ii. the temperature reading prior to unloading of the PROPERTY INSURED; and
  - iii. whenever practicable, periodic temperature readings while IN TRANSIT;
- 2. refrigeration or cooling machinery is maintained and used in accordance with the manufacturers' instructions.

WE will not pay for any EXCESS shown on YOUR schedule.

## Exclusions

WE will not pay for:

1. any EXCESS shown on YOUR schedule.
2. deeds, bonds, bills of exchange, MONEY or MONETARY DOCUMENTS.
3. documents, manuscripts, BUSINESS books and computer system records, except for the cost of the materials and labour and computer time to reproduce them.
4. patterns, models, moulds, plans and designs, except for the cost of materials and of labour to reproduce them.
5. living creatures, pets or livestock.
6. DAMAGE if the VEHICLE is being used for the transportation of nitroglycerine, dynamite or any other similar explosive or more than 2,000 shotgun cartridges or bullets.
7. DAMAGE if the principal use of the VEHICLE is the transportation of chemicals or gases in liquid compressed or gaseous form with the classification of 1 to 9 in the United Nations Economic Commission for Europe Transport of Dangerous Goods Orange Book.  
This exclusion will not apply to:
  - a) any substance or compound that is used as an insecticide, herbicide, fungicide or other control of pests, disease or weeds, desiccant, defoliant, growth regulator, fertiliser or compost accelerator;
  - b) diesel, petrol, paraffin, kerosene or heating oil pertaining to any agricultural contracting activities where the VEHICLE is less than 17.5 tonnes gross vehicle weight.
8. DAMAGE arising from:
  - a) exposure to weather conditions unless the VEHICLE is fully enclosed or the PROPERTY INSURED is fully protected by adequate and effective tarpaulins or sheeting;
  - b) wear and tear, vermin, insects, fungus, contamination or a gradually operating cause;
  - c) the dishonesty of any EMPLOYEE unless discovered and reported to US within seven days of its occurrence;
  - d) faulty or inadequate packing, labelling or addressing; or
  - e) clerical error, or omissions or deliveries to the wrong consignee.
9. consequential loss, delay or any loss not directly associated with the DAMAGE.
10. DAMAGE arising from:
  - a) electronic, electrical or mechanical breakdown; or
  - b) breakdown or malfunctioning of cooling or heating machinery (unless the Deterioration cover extension is shown as operative on YOUR schedule);
 unless caused by fire, theft, overturning or collision of the conveying VEHICLE.

## Special Conditions

### Underinsurance

If the VEHICLE load limit at the time of DAMAGE is less than the value of the PROPERTY INSURED in or on such VEHICLE, the amount WE pay will be proportionately reduced.

### Vehicle Security

WE will not pay for DAMAGE by theft or attempted theft from any unattended VEHICLE unless:

1. all doors and other openings are closed and securely locked and the keys removed; and

2. there is forcible and violent entry to the VEHICLE.

In addition if YOUR schedule shows that the:

1. THIEF ATTRACTIVE TARGET PROPERTY limit exceeds £10,000;
2. HIGH RISK TARGET PROPERTY limit exceeds £10,000; or
3. VEHICLE load limit exceeds £50,000;

WE will not pay for DAMAGE by theft or attempted theft between the hours of 21:00 and 06:00 unless the VEHICLE is:

1. under constant surveillance by the driver or another person authorised by YOU; or
2. garaged in a securely locked building of substantial construction; or
3. in a locked compound surrounded by secure walls or fences.

# Employers' Liability

Please refer to YOUR schedule to see if this is operative

## Definitions

### COSTS

1. legal costs and expenses YOU incur with OUR prior consent to defend a claim which is insured under this section, on the basis that they are incurred before WE have paid or offered to pay the full amount of the claim;
2. legal costs recoverable from YOU by a claimant for a claim which is insured under this section;
3. legal costs and expenses for:
  - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
  - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

### GEOGRAPHICAL LIMITS

1. the United Kingdom, the Channel Islands and the Isle of Man; or
2. worldwide where an EMPLOYEE is temporarily employed by YOU for not more than 60 consecutive days provided that:
  - a) the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man;
  - b) the EMPLOYEE ordinarily undertakes his or her work for YOU at premises in the United Kingdom, the Channel Islands or the Isle of Man.

## The Cover

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages and COSTS for INJURY sustained by any EMPLOYEE provided that the INJURY:

1. arises out of and in the course of their employment by YOU in connection with YOUR BUSINESS; and
2. is caused by an occurrence during the PERIOD OF INSURANCE which takes place within the GEOGRAPHICAL LIMITS.

The most WE will pay including COSTS for any one claim or series of claims (regardless of the number of Claimants) arising directly or indirectly out of one occurrence is the limit of indemnity shown on YOUR schedule.

## Cover Extensions

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### Corporate Manslaughter and Corporate Homicide Act

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend a prosecution brought within the GEOGRAPHICAL LIMITS as a result of an offence or alleged offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with YOUR BUSINESS.

Provided that:

1. the deceased is an EMPLOYEE;
2. YOUR liability for the death is insured under this section; and
3. the death is caused by an offence or alleged offence which occurs during the PERIOD OF INSURANCE and within the GEOGRAPHICAL LIMITS.

WE will not pay for the:

1. costs of prosecution awarded against any defendant;
2. costs of any expert witness unless WE have given OUR prior consent; and/or
3. costs arising from enforcement of remedial or publicity orders or any other action required to be taken by such orders.

### **Court Attendance Expenses**

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section, WE will pay:

1. YOU or YOUR director £500 per day; and/or
2. any other EMPLOYEE £300 per day.

### **Cross liabilities**

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

No indemnity is provided where liability is owed by one party named on YOUR schedule to another party named on YOUR schedule.

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

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend any criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations thereunder including COSTS incurred with OUR prior consent in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to:

1. the health, safety or welfare of an EMPLOYEE; and
2. an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of YOUR BUSINESS.

WE will not pay for:

1. costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
2. the cost of appeal against improvement or prohibition notices; and/or
3. the costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this cover extension applies.

### **Indemnity to Other Parties**

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

1. WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death; and
2. at YOUR request WE will provide indemnity to:
  - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
  - b) any EMPLOYEE;  
in their respective capacities as such;
  - c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
  - d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
  - e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

### **Injury to Working Partners or Proprietors**

WE will regard any working partner or proprietor of YOUR BUSINESS as an EMPLOYEE for INJURY they sustain while working in connection with YOUR BUSINESS.

Provided that the INJURY is caused by the negligence of another working partner, proprietor or EMPLOYEE in the course of YOUR BUSINESS.

### **Private Work**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for INJURY sustained by an EMPLOYEE arising from the execution of private duties by that EMPLOYEE, for YOU or any of YOUR directors, within the GEOGRAPHICAL LIMITS.

## **Terrorism**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for INJURY sustained by any EMPLOYEE which arises out of TERRORISM committed by a third party.

The most WE will pay including COSTS for any one claim or series of claims (regardless of the number of Claimants) arising directly or indirectly out of one occurrence is £5,000,000.

## **Unsatisfied Court Judgements**

If any EMPLOYEE or their personal representative obtains a court judgement within the European Union, the Channel Islands or the Isle of Man for damages for INJURY against any third party operating within the European Union, the Channel Islands or the Isle of Man and that judgement remains unpaid in whole or in part six months after the date of the award, WE will pay, at YOUR request, the amount of any unpaid damages and awarded costs to the EMPLOYEE or their personal legal representatives.

Provided that:

1. the INJURY occurred in the course of employment by YOU in connection with YOUR BUSINESS;
2. YOU are not the company or individual against whom the judgement has been made;
3. there is no appeal outstanding; and
4. before any payment is made under this cover extension, the EMPLOYEE or their personal legal representative will assign all the benefits and advantages of the judgement to US.

## **Exclusions**

WE will not pay for:

1. INJURY to any EMPLOYEE arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including any attached trailer) by YOU or on YOUR behalf for which road traffic legislation requires compulsory motor insurance or security.
2. any action for damages brought against YOU in a country outside the European Union, the Channel Islands or the Isle of Man.
3. INJURY to any EMPLOYEE arising in connection with work on or at any:
  - a) power station or nuclear installation;
  - b) i. offshore oil/ gas installation; and/or  
ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
  - c) chemical works;
  - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
  - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock.
4. liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
5. INJURY to any EMPLOYEE arising out of any activity involving working on or processing asbestos or products made entirely or mainly of asbestos. This exclusion shall not apply provided that:
  - a) the discovery of asbestos by YOU or any EMPLOYEE is unintentional or accidental;
  - b) upon discovery of asbestos or products made entirely or mainly of asbestos all work stops immediately; and
  - c) an HSE-licensed asbestos removal contractor is employed as soon as possible to make safe the area in which the discovery is made. That contractor must have employers' liability and public liability insurance in force that provide limits of indemnity no less than those applicable to this policy and which do not exclude the work to be carried out.
6. INJURY to any EMPLOYEE arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.

## **Special Condition**

### **Right of Recovery**

This section is deemed to be in accordance with the provisions of any law relating to compulsory insurance for YOUR liability to EMPLOYEES within the GEOGRAPHICAL LIMITS. Where WE have paid an amount which WE would not have been liable to pay but for the provisions of such legislation, WE have the right to recover this amount from YOU.

# Public and Product Liability

Please refer to YOUR schedule to see if this is operative

## Definitions

### COSTS

1. legal costs and expenses YOU incur with OUR prior consent to defend a claim which is insured under this section, on the basis that they are incurred before WE have paid or offered to pay the full amount of the claim;
2. legal costs recoverable from YOU by a claimant for a claim which is insured under this section;
3. legal costs and expenses for:
  - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
  - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

### GEOGRAPHICAL LIMITS

The United Kingdom, the Channel Islands and the Isle of Man.

### PRODUCTS

Any commodities or goods (including packaging, containers, instructions for use and labels) sold, supplied, manufactured, tested, altered, constructed, erected, installed, treated, planted, repaired, serviced, processed, stored, handled, or transported by YOU or on YOUR behalf in the course of YOUR BUSINESS.

## The Cover

### Public Liability

Please refer to YOUR schedule to see if this is operative

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY;
  2. DAMAGE to PROPERTY;
  3. obstruction, trespass, nuisance or interference with any right of air, light, water, way or privacy; and/or
  4. wrongful arrest, detention or false imprisonment of any person;
- occurring within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE in connection with YOUR BUSINESS and not arising from PRODUCTS other than:
1. PRODUCTS remaining in YOUR custody or control; or
  2. any food or drink sold or supplied to visitors for consumption on YOUR premises.

The most WE will pay for all damages arising directly or indirectly out of one incident or series of incidents attributable to one source or cause is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

### Product Liability

Please refer to YOUR schedule to see if this is operative

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
  2. DAMAGE to PROPERTY;
- occurring during the PERIOD OF INSURANCE and caused by PRODUCTS (other than while remaining in YOUR custody or control) physically supplied from within the GEOGRAPHICAL LIMITS.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.



## **Cover Extensions**

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### **Car Park Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to mechanically propelled vehicles legitimately parked at YOUR premises.

WE will not pay for DAMAGE to vehicles which are:

1. owned, leased, borrowed or hired by YOU;
2. being stored for a fee or other consideration; and/or
3. in YOUR custody or control for the purpose of being worked on by YOU or any EMPLOYEE in connection with YOUR BUSINESS.

### **Cloakroom Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from DAMAGE to PROPERTY deposited in any cloakroom at YOUR premises provided that suitable notices disclaiming all liability for DAMAGE are clearly displayed in or about the cloakroom.

The most WE will pay is £200 for any one article or £1,000 for all losses arising from any one incident.

WE will not pay where YOU have made a charge for storage but an attendant is not on duty while the cloakroom is in use.

### **Commercial Visits**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

occurring in the course of a commercial visit by YOU and/or any EMPLOYEE to any supplier, customer or business partner, trade show or exhibition outside the GEOGRAPHICAL LIMITS provided that the visit lasts for no more than 60 consecutive days and all persons undertaking the visit: 1 are ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man; and 2 ordinarily undertake their work at premises in the United Kingdom, the Channel Islands or the Isle of Man.

WE will not pay for liability:

1. arising from visits which wholly or partly involve the supervision or performance of manual work, other than at trade shows or exhibitions which YOU and/or any EMPLOYEE are attending;
2. arising from the ownership, possession or occupation of land or buildings;
3. which is insured by another policy.

### **Contingent Motor Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising out of the use of any motor vehicle not owned or provided by YOU, being used in connection with YOUR BUSINESS.

WE will not pay for:

1. liability:
  - a) arising from a motor vehicle owned by, provided by or being driven by YOU;
  - b) arising while the vehicle is being driven by any person who YOU know, or YOU ought to know, does not hold a licence to drive the vehicle; and/or
  - c) occurring outside the GEOGRAPHICAL LIMITS.
2. DAMAGE to the vehicles or their contents.

NOTE: This cover is not intended to meet the requirements of the Road Traffic Acts. YOU are required by law to obtain appropriate cover, accompanied by a Certificate of Insurance, for every vehicle used in the course of YOUR BUSINESS.

### **Corporate Manslaughter and Corporate Homicide Act**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend a prosecution brought within the GEOGRAPHICAL LIMITS as a result of an offence or alleged offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with YOUR BUSINESS.

Provided that:

1. the deceased is not an EMPLOYEE;
2. YOUR liability for the death is insured under this section; and
3. the death occurs during the PERIOD OF INSURANCE and within the GEOGRAPHICAL LIMITS.

WE will not pay for:

1. the costs of prosecution awarded against any defendant;
2. the costs of any expert witness unless WE have given OUR prior consent; and/or
3. costs arising from enforcement of remedial or publicity orders or any other action required to be taken by such orders.

### **Court Attendance Expenses**

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section WE will pay:

1. YOU or YOUR director £500 per day; and/or
2. any other EMPLOYEE £300 per day.

### **Cross Liabilities**

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

### **Data Protection**

WE will indemnify YOU for legal costs and expenses incurred with OUR prior consent, and all sums YOU are required to pay as damages to an individual arising from proceedings brought against YOU under data protection regulations.

Provided that:

1. YOU are a registered user in accordance with data protection legislation;
2. YOU are not in business as a data processing bureau; and
3. the claimant:
  - a) is the subject of personal data that YOU hold; and
  - b) suffers DAMAGE or distress caused by the inaccuracy, loss, unauthorised destruction, disclosure or access to the data.

The most WE will pay during any PERIOD OF INSURANCE is £500,000.

WE will not pay for:

1. the cost of replacing, reinstating, rectifying or erasing any personal data;
2. liability arising from:
  - a) the recording, processing or provision of data for reward or to determine the financial status of any person;
  - b) the act of any person other than YOU or any EMPLOYEE; and/or
  - c) defamation;
3. losses relating to unencrypted data away from YOUR premises; and/or
4. proceedings or appeals involving any deliberate act or omission by YOU or on YOUR behalf.

### **Defective Premises Act**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises which YOU previously owned or occupied for the purposes of YOUR BUSINESS.

WE will not pay for the cost of remedying any defect or alleged defect in the premises.

### **Food Safety and Consumer Protection Acts**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of Part II of the Food Safety Act 1990, or Part II of the Consumer Protection Act 1987, or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of YOUR BUSINESS.

WE will not pay for the:

1. costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
2. cost of appeal against improvement or prohibition notices; and/or
3. costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

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

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and during the PERIOD OF INSURANCE and relate to:

1. the health, safety or welfare of any person other than an EMPLOYEE; and
2. an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS and in the course of YOUR BUSINESS.

WE will not pay for the:

1. costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
2. cost of appeal against improvement or prohibition notices; and/or
3. costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

### **Indemnity to Other Parties**

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

1. WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death;
2. at YOUR request WE will provide indemnity to:
  - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
  - b) any EMPLOYEE;  
in their respective capacities as such;
  - c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
  - d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
  - e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

### **Movement of Obstructing Vehicles**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising from the movement of any mechanically propelled vehicle by YOU or any EMPLOYEE where such vehicle is causing an obstruction and interfering with the normal operation of YOUR BUSINESS.

Provided that:

1. the vehicle is not owned, leased, borrowed or hired by YOU;
2. the movement is limited to vehicles parked on or obstructing YOUR premises or access to any site at which YOU are working;
3. the vehicle to be moved will be driven by a person who is competent and to YOUR knowledge holds a licence to drive the vehicle; and
4. the vehicle to be moved is driven by use of its own ignition key.

WE will not pay:

1. for DAMAGE caused to the vehicle being moved; and/or
2. where road traffic legislation requires compulsory motor insurance or security.

### **Overseas Personal Liability**

WE will indemnify YOU for all sums which YOU and/or at YOUR request any EMPLOYEE are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising directly from the private activities of any EMPLOYEE while he or she is temporarily employed by YOU for not more than 60 consecutive days outside the GEOGRAPHICAL LIMITS.

Provided that:

1. the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man;
2. the EMPLOYEE ordinarily undertakes his or her work at premises in the United Kingdom, the Channel Islands or the Isle of Man; and
3. cover under this extension shall apply only in respect of occurrences during the period of temporary employment outside the GEOGRAPHICAL LIMITS.

WE will not pay for liability:

1. arising from the ownership, possession or occupation of land or buildings;
2. arising from any business, professional and/or commercial activity;
3. arising in the course of employment by YOU or any other person;
4. to any EMPLOYEE; or
5. which is insured by another policy.

### **Private Work**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising from the execution of private duties by any EMPLOYEE, for YOU or any of YOUR directors, within the GEOGRAPHICAL LIMITS.

### **Tenant's Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from DAMAGE to premises (including fixtures and fittings) within the GEOGRAPHICAL LIMITS, which are leased, let, hired or rented to YOU in connection with YOUR BUSINESS.

WE will not pay for:

1. liability arising solely due to a contract or agreement which would not have attached in the absence of such contract or agreement;
2. wear, tear and gradual deterioration; and/or
3. DAMAGE to premises from causes against which YOU are required to effect insurance by the terms of any contract, lease or tenancy agreement.

### **Terrorism**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising from TERRORISM committed by a third party.

The most WE will pay for all damages and COSTS arising directly or indirectly from one incident or series of incidents attributable to one source or cause is £2,500,000, or the limit of indemnity shown on YOUR schedule, whichever is the less.

## Exclusions

WE will not pay for:

1. INJURY to any EMPLOYEE.
2. DAMAGE to PROPERTY:
  - a) belonging to YOU or held in trust by YOU or borrowed, rented, let, leased or hired for use by YOU, other than where described in the Tenant's Liability cover extension; and/or
  - b) which is in YOUR custody or control, other than:
    - i. personal effects (including vehicles and their contents) of YOUR visitors or EMPLOYEES; or
    - ii. where described in the Car Park Liability, Cloakroom Liability and Tenant's Liability cover extensions.
3. liability arising from POLLUTION other than caused directly or indirectly 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 which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE from POLLUTION is £5,000,000 or the limit of indemnity shown on YOUR schedule, whichever is the less.

4. liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
  - a) for which road traffic legislation requires compulsory motor insurance or security; and/or
  - b) where indemnity is provided by another insurance policy.

Where there is no indemnity provided by another policy this exclusion will not apply to:

- a) loading and unloading;
  - b) liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is required; or
  - c) the contingent motor liability or movement of obstructing vehicles cover extensions.
5. liability arising from PRODUCTS which are to YOUR knowledge exported directly or indirectly to the United States of America or Canada.
  6. liability arising:
    - a) from professional advice or professional services given for a fee;
    - b) from the design, plan, formula or specification of PRODUCTS, provided by YOU for a fee or where a fee would normally be charged; and/or
    - c) out of treatment (other than first aid) or the dispensing of medicines or drugs.
  7. the costs of repairing, replacing, reinstating, rectifying, recalling, removing, or making good the PRODUCTS themselves or in making a refund for the price paid of any PRODUCTS.
  8. DAMAGE to that part of any PROPERTY upon which YOU or any EMPLOYEE has been working where the DAMAGE is the direct result of such work.
  9. liability which arises solely due to a contract or agreement other than:
    - a) where imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986; or
    - b) arising from any condition or warranty of goods implied by law.
  10. liability arising from any action for damages brought against YOU in any country outside the European Union, the Channel Islands or the Isle of Man in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.
  11. liability arising in connection with work on or at any:
    - a) power station or nuclear installation;
    - b) i. offshore oil/gas installation; and/ or
    - ii. supply, support or accommodation vessel or structure relating to such an installation;

or while travelling to or from them by sea or air;

- c) chemical works;
  - d) aircraft, airport, airfield, airstrip, satellites, spacecraft, launch site, ship, dock, pier or wharf;
  - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock.
12. liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
13. liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
- a) any vessel or craft designed to travel through air or space;
  - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than hand-propelled watercraft; and/or
  - c) any railway, siding or rolling stock.
14. liability arising from any PRODUCTS which are, to YOUR knowledge, used:
- a) in craft designed to travel through air, space or water and which affect or could affect the navigation, propulsion, safety, air worthiness or sea worthiness of the craft;
  - b) in connection with any power station or nuclear installation which affects or could affect the safety or operation of such installation;
  - c) in the pharmaceutical industry involving the manufacture or formulation of drugs or medical supplies; and/or
  - d) in or as medical equipment or devices for internal, invasive and/or critical use in or on the human body.
15. liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.
16. any EXCESS shown on YOUR schedule.

### **Special Condition**

The most WE will pay including COSTS will not exceed the limit of indemnity stated on YOUR schedule:

1. if any part of YOUR claim is for legal liability which arises; and/or
  2. for any action for damages brought;
- outside the European Union, the Channel Islands or the Isle of Man.

### **Warranties**

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

### **Underground Services**

YOU warrant that where YOU are involved in any digging, drilling, boring, earth moving or excavation work, YOU will, before commencing any work:

1. ensure that all reasonable measures are taken to identify the location of underground pipes, cables and other services before any work is commenced which may involve a risk of damage to them;
2. communicate the location of these underground services to EMPLOYEES or contractors carrying out such work on YOUR behalf; and
3. prepare and retain a written record of the measures taken to locate these underground services.

### **Use of Heat**

YOU warrant that if YOU use any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat, YOU will ensure that the following precautions are put into effect each time such equipment is used:

1. make available for immediate use a suitable fire extinguisher which has been maintained;
2. where possible, move combustible material to at least 10 metres from the point of application of heat. Where this is not possible, use fire-resistant or purpose made blankets, drapes, shields or screens to protect the PROPERTY;
3. where the heat work is being carried out on combustible floors, protect them with fire-resistant materials;

4. complete a thorough inspection of the area where the work is to be carried out (including where possible, the other side of any wall or partition being worked upon) to ensure that there are no combustible materials which could be ignited by direct or conducted heat;
5. ensure all heat equipment is:
  - a) used in accordance with the manufacturer's instructions;
  - b) attended at all times while alight or in operating mode; and
  - c) extinguished immediately after use;
6. where the work involves the use of gas cylinders, keep those not required for immediate use outside the building in which the work is taking place, or at least 10 metres from the point of application of heat; and
7. carry out a thorough examination of the area where work was carried out one hour after completion of each period of work or stage of work involving the application of heat to ensure that there is no smouldering or lit material.

# Contractors' Public and Product Liability

Please refer to YOUR schedule to see if this is operative

## Definitions

### COSTS

1. legal costs and expenses that YOU incur with OUR prior consent to defend a claim which is insured under this section, on the basis that they are incurred before WE have paid or offered to pay the full amount of the claim;
2. legal costs recoverable from YOU by a claimant for a claim which is insured under this section;
3. legal costs and expenses for:
  - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
  - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

### GEOGRAPHICAL LIMITS

The United Kingdom, the Channel Islands and the Isle of Man.

### PRODUCTS

Any commodities or goods (including packaging, containers, instructions for use and labels) sold, supplied, manufactured, tested, altered, treated, repaired, stored, handled, transported by YOU or on YOUR behalf in the course of YOUR BUSINESS where the work undertaken by YOU or on YOUR behalf does not involve installation, construction, erection or alteration of such goods at the site of THE WORKS.

### THE WORKS

Permanent and temporary works in the course of execution in the performance of any contract or speculative development undertaken by YOU in YOUR BUSINESS including:

1. materials intended for incorporation into the works; and
2. a) temporary works and buildings; and  
b) plant, tools and equipment;  
for use in connection with the works;  
for the period for which YOU are responsible under contract conditions.

## The Cover

### Public Liability

Please refer to YOUR schedule to see if this is operative

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY;
  2. DAMAGE to PROPERTY;
  3. obstruction, trespass, nuisance or interference with any right of air, light, water, way or privacy; and/or
  4. wrongful arrest, detention or false imprisonment of any person;
- occurring within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE in connection with YOUR BUSINESS and not arising from PRODUCTS other than:
1. PRODUCTS remaining in YOUR custody or control; or
  2. any food or drink sold or supplied to visitors for consumption on YOUR premises.

The most WE will pay for all damages arising directly or indirectly out of one incident or series of incidents attributable to one source or cause is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

### Product Liability

Please refer to YOUR schedule to see if this is operative

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:



1. accidental INJURY; and/or
  2. DAMAGE to PROPERTY;
- occurring during the PERIOD OF INSURANCE and caused by PRODUCTS (other than while remaining in YOUR custody or control) physically supplied from within the GEOGRAPHICAL LIMITS.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

### **Cover Extensions**

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### **Car Park Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to mechanically propelled vehicles legitimately parked at YOUR premises.

WE will not pay for DAMAGE to vehicles which are:

1. owned, leased, borrowed or hired by YOU;
2. being stored for a fee or other consideration; and/or
3. in YOUR custody or control for the purpose of being worked on by YOU or any EMPLOYEE in connection with YOUR BUSINESS.

### **Cloakroom Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from DAMAGE to PROPERTY deposited in any cloakroom at YOUR premises provided that suitable notices disclaiming all liability for DAMAGE are clearly displayed in or about the cloakroom.

The most WE will pay is £200 for any one article or £1,000 for all losses arising from any one incident.

WE will not pay where YOU have made a charge for storage but an attendant is not on duty while the cloakroom is in use.

### **Commercial Visits**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
  2. DAMAGE to PROPERTY;
- occurring in the course of a commercial visit by YOU and/or any EMPLOYEE to any supplier, customer or business partner, trade show or exhibition outside the GEOGRAPHICAL LIMITS provided that the visit lasts for no more than 60 consecutive days and all persons undertaking the visit:
1. are ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man; and
  2. ordinarily undertake their work at premises in the United Kingdom, the Channel Islands or the Isle of Man.

WE will not pay for liability:

1. arising from visits which wholly or partly involve the supervision or performance of manual work, other than at trade shows or exhibitions which YOU and/or any EMPLOYEE are attending;
2. arising from the ownership, possession or occupation of land or buildings;
3. which is insured by another policy.

### **Contingent Motor Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
  2. DAMAGE to PROPERTY;
- arising out of the use of any motor vehicle not owned or provided by YOU, being used in connection with YOUR BUSINESS.

WE will not pay for:

1. liability:
  - a) arising from a motor vehicle owned by, provided by or being driven by YOU;
  - b) arising while the vehicle is being driven by any person who YOU know, or YOU ought to know, does not hold a licence to drive the vehicle; and/or
  - c) occurring outside the GEOGRAPHICAL LIMITS.
2. DAMAGE to the vehicles or their contents.

NOTE: This cover is not intended to meet the requirements of the Road Traffic Acts. YOU are required by law to obtain appropriate cover, accompanied by a Certificate of Insurance, for every vehicle used in the course of YOUR BUSINESS.

### **Corporate Manslaughter and Corporate Homicide Act**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend a prosecution brought within the GEOGRAPHICAL LIMITS as a result of an offence or alleged offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with YOUR BUSINESS.

Provided that:

1. the deceased is not an EMPLOYEE;
2. YOUR liability for the death is insured under this section; and
3. the death occurs during the PERIOD OF INSURANCE and within the GEOGRAPHICAL LIMITS.

WE will not pay for:

1. the costs of prosecution awarded against any defendant;
2. the costs of any expert witness unless WE have given OUR prior consent; and/or
3. costs arising from enforcement of remedial or publicity orders or any other action required to be taken by such orders.

### **Court Attendance Expenses**

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section WE will pay:

1. YOU or YOUR director £500 per day; and/or
2. any other EMPLOYEE £300 per day.

### **Cross Liabilities**

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

### **Data Protection**

WE will indemnify YOU for legal costs and expenses incurred with OUR prior consent, and all sums YOU are required to pay as damages to an individual arising from proceedings brought against YOU under data protection regulations.

Provided that:

1. YOU are a registered user in accordance with data protection legislation;
2. YOU are not in business as a data processing bureau; and
3. the claimant:
  - a) is the subject of personal data that YOU hold; and
  - b) suffers DAMAGE or distress caused by the inaccuracy, loss, unauthorised destruction, disclosure or access to the data.

The most WE will pay during any PERIOD OF INSURANCE is £500,000.

WE will not pay for:

1. the cost of replacing, reinstating, rectifying or erasing any personal data;
2. liability arising from:
  - a) the recording, processing or provision of data for reward or to determine the financial status of any person;
  - b) the act of any person other than YOU or any EMPLOYEE; and/or
  - c) defamation;
3. losses relating to unencrypted data away from YOUR premises; and/or

- proceedings or appeals involving any deliberate act or omission by YOU or on YOUR behalf.

#### **Defective Premises Act**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- accidental INJURY; and/or
- DAMAGE to PROPERTY;

under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises which YOU previously owned or occupied for the purposes of YOUR BUSINESS.

WE will not pay for the cost of remedying any defect or alleged defect in the premises.

#### **Food Safety and Consumer Protection Acts**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of Part II of the Food Safety Act 1990, or Part II of the Consumer Protection Act 1987, or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of YOUR BUSINESS.

WE will not pay for the:

- costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- cost of appeal against improvement or prohibition notices; and/or
- costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

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

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and during the PERIOD OF INSURANCE and relate to:

- the health, safety or welfare of any person other than an EMPLOYEE; and
- an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS and in the course of YOUR BUSINESS.

WE will not pay for the:

- costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- cost of appeal against improvement or prohibition notices; and/or
- costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

#### **Indemnity to Other Parties**

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

- WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death;
- at YOUR request WE will provide indemnity to:
  - any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
  - any EMPLOYEE;in their respective capacities as such;
- any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
- the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
- in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

### **Movement of Obstructing Vehicles**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising from the movement of any mechanically propelled vehicle by YOU or any EMPLOYEE where such vehicle is causing an obstruction and interfering with the normal operation of YOUR BUSINESS.

Provided that:

1. the vehicle is not owned, leased, borrowed or hired by YOU;
2. the movement is limited to vehicles parked on or obstructing YOUR premises or access to any site at which YOU are working;
3. the vehicle to be moved will be driven by a person who is competent and to YOUR knowledge holds a licence to drive the vehicle; and
4. the vehicle to be moved is driven by use of its own ignition key.

WE will not pay:

1. for DAMAGE caused to the vehicle being moved; and/or
2. where road traffic legislation requires compulsory motor insurance or security.

### **Overseas Personal Liability**

WE will indemnify YOU for all sums which YOU and/or at YOUR request any EMPLOYEE are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising directly from the private activities of any EMPLOYEE while he or she is temporarily employed by YOU for not more than 60 consecutive days outside the GEOGRAPHICAL LIMITS.

Provided that:

1. the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man;
2. the EMPLOYEE ordinarily undertakes his or her work at premises in the United Kingdom, the Channel Islands or the Isle of Man; and
3. cover under this extension shall apply only in respect of occurrences during the period of temporary employment outside the GEOGRAPHICAL LIMITS.

WE will not pay for liability:

1. arising from the ownership, possession or occupation of land or buildings;
2. arising from any business, professional and/or commercial activity;
3. arising in the course of employment by YOU or any other person;
4. to any EMPLOYEE; or
5. which is insured by another policy.

### **Private Work**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising from the execution of private duties by any EMPLOYEE, for YOU or any of YOUR directors, within the GEOGRAPHICAL LIMITS.

### **Tenant's Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from DAMAGE to premises (including fixtures and fittings) within the GEOGRAPHICAL LIMITS, which are leased, let, hired or rented to YOU in connection with YOUR BUSINESS.

WE will not pay for:

1. liability arising solely due to a contract or agreement which would not have attached in the absence of such contract or agreement;
2. wear, tear and gradual deterioration; and/or
3. DAMAGE to premises from causes against which YOU are required to effect insurance by the terms of any contract, lease or tenancy agreement.

## **Terrorism**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
  2. DAMAGE to PROPERTY;
- arising from TERRORISM committed by a third party.

The most WE will pay for all damages and COSTS arising directly or indirectly from one incident or series of incidents attributable to one source or cause is £2,500,000, or the limit of indemnity shown on YOUR schedule, whichever is the less.

## **Exclusions**

WE will not pay for:

1. INJURY to any EMPLOYEE.
2. DAMAGE to PROPERTY:
  - a) belonging to YOU or held in trust by YOU or borrowed, rented, let, leased or hired for use by YOU, other than where described in the Tenant's Liability cover extension;
  - b) which is in YOUR custody or control, other than:
    - i. personal effects (including vehicles and their contents) of YOUR visitors or EMPLOYEES;
    - ii. where described in the Car Park Liability, Cloakroom Liability and Tenant's Liability cover extensions; or
    - iii. premises (including land and contents) at which YOU are undertaking a contract for the performance of work in connection with YOUR BUSINESS;
  - c) which constitutes or forms any part of THE WORKS; and/or
  - d) caused by those risks against which YOU are required to effect insurance of such PROPERTY by reason of Clause 6.5.1 (or subsequent revisions) of the Standard Form of Building Contract issued by the Joint Contracts Tribunal, or any similar contract condition incorporating a similar request.
3. liability arising from POLLUTION other than caused directly or indirectly 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 which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE from POLLUTION is £5,000,000 or the limit of indemnity shown on YOUR schedule, whichever is the less.

4. liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
  - a) for which road traffic legislation requires compulsory motor insurance or security; and/or
  - b) where indemnity is provided by another insurance policy.

Where there is no indemnity provided by another policy this exclusion will not apply to:

- a) loading and unloading;
  - b) liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is required ;  
or
  - c) the Contingent Motor Liability or Movement of Obstructing Vehicles cover extensions.
5. liability arising from PRODUCTS which are to YOUR knowledge exported directly or indirectly to the United States of America or Canada.
  6. liability arising:
    - a) from professional advice or professional services given for a fee;
    - b) from the design, plan, formula or specification of PRODUCTS, provided by YOU for a fee or where a fee would normally be charged; and/or
    - c) out of treatment (other than first aid) or the dispensing of medicines or drugs.
  7. the costs of repairing, replacing, reinstating, rectifying, recalling, removing, or making good the PRODUCTS themselves or in making a refund for the price paid of any PRODUCTS.

8. DAMAGE to that part of any PROPERTY upon which YOU or any EMPLOYEE has been working where the DAMAGE is the direct result of such work.
9. liability which arises solely due to a contract or agreement other than:
  - a) where imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986;
  - b) arising from any condition or warranty of goods implied by law; or
  - c) liability assumed under the terms of any contract for the construction, alteration, repair or renovation of PROPERTY or the installation of anything in such PROPERTY.
10. liability arising from any action for damages brought against YOU in any country outside the European Union, the Channel Islands or the Isle of Man in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.
11. liability arising in connection with work on or at any:
  - a) power station or nuclear installation;
  - b) i. offshore oil/gas installation; and/ or  
ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
  - c) chemical works;
  - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
  - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock.
12. liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
13. liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
  - a) any vessel or craft designed to travel through air or space;
  - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than hand-propelled watercraft; and/or
  - c) any railway, siding or rolling stock.
14. liability arising from any PRODUCTS which are, to YOUR knowledge, used:
  - a) in craft designed to travel through air, space or water and which affect or could affect the navigation, propulsion, safety, air worthiness or sea worthiness of the craft;
  - b) in connection with any power station or nuclear installation which affects or could affect the safety or operation of such installation;
  - c) in the pharmaceutical industry involving the manufacture or formulation of drugs or medical supplies; and/or
  - d) in or as medical equipment or devices for internal, invasive and/or critical use in or on the human body.
15. liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.
16. any EXCESS shown on YOUR schedule.

### **Special Condition**

The most WE will pay including COSTS will not exceed the limit of indemnity stated on YOUR schedule:

1. if any part of YOUR claim is for legal liability which arises; and/or
  2. for any action for damages brought;
- outside the European Union, the Channel Islands or the Isle of Man.

### **Warranties**

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

### **Underground Services**

YOU warrant that where YOU are involved in any digging, drilling, boring, earth moving or excavation work, YOU will, before commencing any work:

1. ensure that all reasonable measures are taken to identify the location of underground pipes, cables and other services before any work is commenced which may involve a risk of damage to them;
2. communicate the location of these underground services to EMPLOYEES or contractors carrying out such work on YOUR behalf; and
3. prepare and retain a written record of the measures taken to locate these underground services.

### **Use of Heat**

YOU warrant that if YOU use any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat, YOU will ensure that the following precautions are put into effect each time such equipment is used:

1. make available for immediate use a suitable fire extinguisher which has been maintained;
2. where possible, move combustible material to at least 10 metres from the point of application of heat. Where this is not possible, use fire-resistant or purpose made blankets, drapes, shields or screens to protect the PROPERTY;
3. where the heat work is being carried out on combustible floors, protect them with fire-resistant materials;
4. complete a thorough inspection of the area where the work is to be carried out (including where possible, the other side of any wall or partition being worked upon) to ensure that there are no combustible materials which could be ignited by direct or conducted heat;
5. ensure all heat equipment is:
  - a) used in accordance with the manufacturer's instructions;
  - b) attended at all times while alight or in operating mode; and
  - c) extinguished immediately after use;
6. where the work involves the use of gas cylinders, keep those not required for immediate use outside the building in which the work is taking place, or at least 10 metres from the point of application of heat; and
7. carry out a thorough examination of the area where work was carried out one hour after completion of each period of work or stage of work involving the application of heat to ensure that there is no smouldering or lit material.

# Property Owners' Liability

Please refer to YOUR schedule to see if this is operative

## Definitions

### COSTS

1. legal costs and expenses that YOU incur with OUR prior consent to defend a claim which is insured under this section, on the basis that they are incurred before WE have paid or offered to pay the full amount of the claim;
2. legal costs recoverable from YOU by a claimant for a claim which is insured under this section;
3. legal costs and expenses for:
  - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
  - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

### GEOGRAPHICAL LIMITS

The United Kingdom, the Channel Islands and the Isle of Man.

### PRODUCTS

Any commodities or goods (including packaging, containers, instructions for use and labels) sold, supplied, manufactured, tested, altered, constructed, erected, installed, treated, planted, repaired, serviced, processed, stored, handled, or transported by YOU or on YOUR behalf in the course of YOUR BUSINESS.

## The Cover

### Public Liability

Please refer to YOUR schedule to see if this is operative

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY;
  2. DAMAGE to PROPERTY;
  3. obstruction, trespass, nuisance or interference with any right of air, light, water, way or privacy; and/or
  4. wrongful arrest, detention or false imprisonment of any person;
- occurring within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE in connection with YOUR BUSINESS and not arising from PRODUCTS other than:
1. PRODUCTS remaining in YOUR custody or control; or
  2. any food or drink sold or supplied to visitors for consumption on YOUR premises.

The most WE will pay for all damages arising directly or indirectly out of one incident or series of incidents attributable to one source or cause is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

### Product Liability

Please refer to YOUR schedule to see if this is operative

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
  2. DAMAGE to PROPERTY;
- occurring during the PERIOD OF INSURANCE and caused by PRODUCTS (other than while remaining in YOUR custody or control) physically supplied from within the GEOGRAPHICAL LIMITS.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.



## Cover Extensions

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### Car Park Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to mechanically propelled vehicles legitimately parked at YOUR premises.

WE will not pay for DAMAGE to vehicles which are:

1. owned, leased, borrowed or hired by YOU;
2. being stored for a fee or other consideration; and/or
3. in YOUR custody or control for the purpose of being worked on by YOU or any EMPLOYEE in connection with YOUR BUSINESS.

### Cloakroom Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to PROPERTY deposited in any cloakroom at YOUR premises provided that suitable notices disclaiming all liability for DAMAGE are clearly displayed in or about the cloakroom.

The most WE will pay is £200 for any one article or £1,000 for all losses arising from any one incident.

WE will not pay where YOU have made a charge for storage but an attendant is not on duty while the cloakroom is in use.

### Commercial Visits

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

occurring in the course of a commercial visit by YOU and/or any EMPLOYEE to any supplier, customer or business partner, trade show or exhibition outside the GEOGRAPHICAL LIMITS provided that the visit lasts for no more than 60 consecutive days and all persons undertaking the visit:

1. are ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man; and
2. ordinarily undertake their work at premises in the United Kingdom, the Channel Islands or the Isle of Man.

WE will not pay for liability:

1. arising from visits which wholly or partly involve the supervision or performance of manual work, other than at trade shows or exhibitions which YOU or any EMPLOYEE are attending;
2. arising from the ownership, possession or occupation of land or buildings;
3. which is insured by another policy.

### Contingent Motor Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising out of the use of any motor vehicle not owned or provided by YOU, being used in connection with YOUR BUSINESS.

WE will not pay for:

1. liability:
  - a) arising from a motor vehicle owned by, provided by or being driven by YOU;
  - b) arising while the vehicle is being driven by any person who YOU know, or YOU ought to know, does not hold a licence to drive the vehicle; and/or
  - c) occurring outside the GEOGRAPHICAL LIMITS.
2. DAMAGE to the vehicles or their contents.

NOTE: This cover is not intended to meet the requirements of the Road Traffic Acts. YOU are required by law to obtain appropriate cover, accompanied by a Certificate of Insurance, for every vehicle used in the course of YOUR BUSINESS.

### **Corporate Manslaughter and Corporate Homicide Act**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend a prosecution brought within the GEOGRAPHICAL LIMITS as a result of an offence or alleged offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with YOUR BUSINESS.

Provided that:

1. the deceased is not an EMPLOYEE;
2. YOUR liability for the death is insured under this section; and
3. the death occurs during the PERIOD OF INSURANCE and within the GEOGRAPHICAL LIMITS.

WE will not pay for:

1. the costs of prosecution awarded against any defendant;
2. the costs of any expert witness unless WE have given OUR prior consent; and/or
3. costs arising from enforcement of remedial or publicity orders or any other action required to be taken by such orders.

### **Court Attendance Expenses**

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section WE will pay:

1. YOU or YOUR director £500 per day; and/or
2. any other EMPLOYEE £300 per day.

### **Cross Liabilities**

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

### **Data Protection**

WE will indemnify YOU for legal costs and expenses incurred with OUR prior consent, and all sums YOU are required to pay as damages to an individual arising from proceedings brought against YOU under data protection regulations.

Provided that:

1. YOU are a registered user in accordance with data protection legislation;
2. YOU are not in business as a data processing bureau; and
3. the claimant:
  - a) is the subject of personal data that YOU hold; and
  - b) suffers DAMAGE or distress caused by the inaccuracy, loss, unauthorised destruction, disclosure or access to the data.

The most WE will pay during any PERIOD OF INSURANCE is £500,000.

WE will not pay for:

1. the cost of replacing, reinstating, rectifying or erasing any personal data;
2. liability arising from:
  - a) the recording, processing or provision of data for reward or to determine the financial status of any person;
  - b) the act of any person other than YOU or any EMPLOYEE; and/or
  - c) defamation;
3. losses relating to unencrypted data away from YOUR premises; and/or
4. proceedings or appeals involving any deliberate act or omission by YOU or on YOUR behalf.

### **Defective Premises Act**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises which YOU previously owned or occupied for the purposes of YOUR BUSINESS.

WE will not pay for the cost of remedying any defect or alleged defect in the premises.

### **Food Safety and Consumer Protection Acts**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of Part II of the Food Safety Act 1990, or Part II of the Consumer Protection Act 1987, or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of YOUR BUSINESS.

WE will not pay for the:

1. costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
2. cost of appeal against improvement or prohibition notices; and/or
3. costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

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

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and during the PERIOD OF INSURANCE and relate to:

1. the health, safety or welfare of any person other than an EMPLOYEE; and
2. an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS and in the course of YOUR BUSINESS.

WE will not pay for the:

1. costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
2. cost of appeal against improvement or prohibition notices; and/or
3. costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

### **Indemnity to Other Parties**

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

1. WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death;
2. at YOUR request WE will provide indemnity to:
  - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
  - b) any EMPLOYEE;in their respective capacities as such;
  - c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
  - d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
  - e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

### **Movement of Obstructing Vehicles**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising from the movement of any mechanically propelled vehicle by YOU or any EMPLOYEE where such vehicle is causing an obstruction and interfering with the normal operation of YOUR BUSINESS.

Provided that:

1. the vehicle is not owned, leased, borrowed or hired by YOU;
2. the movement is limited to vehicles parked on or obstructing YOUR premises or access to any site at which YOU are working;
3. the vehicle to be moved will be driven by a person who is competent and to YOUR knowledge holds

- a licence to drive the vehicle; and
- 4. the vehicle to be moved is driven by use of its own ignition key.

WE will not pay:

1. for DAMAGE caused to the vehicle being moved; and/or
2. where road traffic legislation requires compulsory motor insurance or security.

### **Overseas Personal Liability**

WE will indemnify YOU for all sums which YOU and/or at YOUR request any EMPLOYEE are legally liable to pay in a personal capacity as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising directly from the private activities of any EMPLOYEE while he or she is temporarily employed by YOU for not more than 60 consecutive days outside the GEOGRAPHICAL LIMITS.

Provided that:

1. the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man;
2. the EMPLOYEE ordinarily undertakes his or her work at premises in the United Kingdom, the Channel Islands or the Isle of Man; and
3. cover under this extension shall apply only in respect of occurrences during the period of temporary employment outside the GEOGRAPHICAL LIMITS.

WE will not pay for liability:

1. arising from the ownership, possession or occupation of land or buildings;
2. arising from any business, professional and/or commercial activity;
3. arising in the course of employment by YOU or any other person;
4. to any EMPLOYEE; or
5. which is insured by another policy.

### **Private Work**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising from the execution of private duties by any EMPLOYEE, for YOU or any of YOUR directors, within the GEOGRAPHICAL LIMITS.

### **Tenant's Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to premises (including fixtures and fittings) within the GEOGRAPHICAL LIMITS, which are leased, let, hired or rented to YOU in connection with YOUR BUSINESS.

WE will not pay for:

1. liability arising solely due to a contract or agreement which would not have attached in the absence of such contract or agreement;
2. wear, tear and gradual deterioration; and/or
3. DAMAGE to premises from causes against which YOU are required to effect insurance by the terms of any contract, lease or tenancy agreement.

### **Terrorism**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

1. accidental INJURY; and/or
2. DAMAGE to PROPERTY;

arising from TERRORISM committed by a third party.

The most WE will pay for all damages and COSTS arising directly or indirectly from one incident or series of incidents attributable to one source or cause is £2,500,000, or the limit of indemnity shown on YOUR schedule, whichever is the less.

### **Exclusions**

WE will not pay for:

1. INJURY to any EMPLOYEE.

2. DAMAGE to PROPERTY:
  - a) belonging to YOU or held in trust by YOU or borrowed, rented, let, leased or hired for use by YOU, other than where described in the Tenant's Liability cover extension; and/or
  - b) which is in YOUR custody or control, other than:
    - i. personal effects (including vehicles and their contents) of YOUR visitors or EMPLOYEES; or
    - ii. where described in the Car Park Liability, Cloakroom Liability and Tenant's Liability cover extensions.
3. liability arising from POLLUTION other than caused directly or indirectly 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 which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE from POLLUTION is £5,000,000 or the limit of indemnity shown on YOUR schedule, whichever is the less.

4. liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
  - a) for which road traffic legislation requires compulsory motor insurance or security; and/or
  - b) where indemnity is provided by another insurance policy.

Where there is no indemnity provided by another policy this exclusion will not apply to:

- a) loading and unloading;
  - b) liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is required; or
  - c) the Contingent Motor Liability or Movement of Obstructing Vehicles cover extensions.
5. liability arising from PRODUCTS which are to YOUR knowledge exported directly or indirectly to the United States of America or Canada.
  6. liability arising:
    - a) from professional advice or professional services given for a fee;
    - b) from the design, plan, formula or specification of PRODUCTS, provided by YOU for a fee or where a fee would normally be charged; and/or
    - c) out of treatment (other than first aid) or the dispensing of medicines or drugs.
  7. the costs of repairing, replacing, reinstating, rectifying, recalling, removing, or making good the PRODUCTS themselves or in making a refund for the price paid of any PRODUCTS.
  8. DAMAGE to that part of any PROPERTY upon which YOU or any EMPLOYEE has been working where the DAMAGE is the direct result of such work.
  9. liability which arises solely due to a contract or agreement other than:
    - a) where imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986; or
    - b) arising from any condition or warranty of goods implied by law.
  10. liability arising from any action for damages brought against YOU in any country outside the European Union, the Channel Islands or the Isle of Man in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.
  11. liability arising in connection with work on or at any:
    - a) power station or nuclear installation;
    - b) i. offshore oil/gas installation; and/ or
    - ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
    - c) chemical works;
    - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
    - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
    - f) underground mine or colliery; and/or
    - g) railways and associated equipment, or rolling stock.

12. liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
13. liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
  - a) any vessel or craft designed to travel through air or space;
  - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than hand-propelled watercraft; and/or
  - c) any railway, siding or rolling stock.
14. liability arising from any PRODUCTS which are, to YOUR knowledge, used:
  - a) in craft designed to travel through air, space or water and which affect or could affect the navigation, propulsion, safety, air worthiness or sea worthiness of the craft;
  - b) in connection with any power station or nuclear installation which affects or could affect the safety or operation of such installation;
  - c) in the pharmaceutical industry involving the manufacture or formulation of drugs or medical supplies; and/or
  - d) in or as medical equipment or devices for internal, invasive and/or critical use in or on the human body.
15. liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.
16. any EXCESS shown on YOUR schedule.

### **Special Condition**

The most WE will pay including COSTS will not exceed the limit of indemnity shown on YOUR schedule:

1. if any part of YOUR claim is for legal liability which arises; and/or
  2. for any action for damages brought;
- outside the European Union, the Channel Islands or the Isle of Man.

### **Warranty**

The warranty set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim

### **Use of Heat**

YOU warrant that if YOU use any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat, YOU will ensure that the following precautions are put into effect each time such equipment is used:

1. make available for immediate use a suitable fire extinguisher which has been maintained;
2. where possible, move combustible material to at least 10 metres from the point of application of heat. Where this is not possible, use fire-resistant or purpose made blankets, drapes, shields or screens to protect the PROPERTY;
3. where the heat work is being carried out on combustible floors, protect them with fire-resistant materials;
4. complete a thorough inspection of the area where the work is to be carried out (including where possible, the other side of any wall or partition being worked upon) to ensure that there are no combustible materials which could be ignited by direct or conducted heat;
5. ensure all heat equipment is:
  - a) used in accordance with the manufacturer's instructions;
  - b) attended at all times while alight or in operating mode; and
  - c) extinguished immediately after use;
6. where the work involves the use of gas cylinders, keep those not required for immediate use outside the building in which the work is taking place, or at least 10 metres from the point of application of heat; and
7. carry out a thorough examination of the area where work was carried out one hour after completion of each period of work or stage of work involving the application of heat to ensure that there is no smouldering or lit material.

# Group Personal Accident

Please refer to YOUR schedule to see if this is operative

## Definitions

### INSURED PERSON

A person or individual member of a group shown on YOUR schedule.

### LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent loss:

1. of loss of use of one or more, hands or feet;
2. of sight in one or both eyes;
3. of speech; or
4. of hearing in both ears.

### PARTIAL DISABILITY

A disability which prevents an INSURED PERSON from performing most of their occupation described on YOUR schedule.

### TOTAL DISABILITY

A disability which totally prevents an INSURED PERSON from performing all of their occupation described on YOUR schedule.

If the INSURED PERSON is not in paid work it will mean a disability which totally prevents them from performing paid work of any kind.

## The Cover

WE will pay the benefit shown on YOUR schedule if, during the PERIOD OF INSURANCE, an INSURED PERSON suffers:

1. an ACCIDENT which, within 104 weeks of its occurrence, is the direct cause of:
  - a) death;
  - b) LOSS OF LIMBS, SIGHT, SPEECH OR HEARING;
  - c) permanent TOTAL DISABILITY;
  - d) temporary TOTAL DISABILITY;
  - e) temporary PARTIAL DISABILITY; or
2. ILLNESS which, within 104 weeks of diagnosis by a doctor, is the sole and direct cause of temporary TOTAL DISABILITY.

## Cover Extensions

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### Disappearance

WE will pay the death benefit if an INSURED PERSON has been missing for 90 days and WE have reason to believe that they have died due to an ACCIDENT. If the INSURED PERSON is found to be alive after WE have paid the benefit it must be refunded to US.

### Hospital Benefit

WE will pay £25 for each 24 hour period of treatment an INSURED PERSON receives as an in-patient in a hospital or nursing home as a result of an ACCIDENT or ILLNESS insured by this section.

The most WE will pay for any one loss for each INSURED PERSON is £1,000.

### **Loss of Fingers, Thumbs or Toes**

If YOUR schedule includes LOSS OF LIMBS, SIGHT, SPEECH OR HEARING WE will pay the following percentages of the benefit shown for loss by physical separation of at least one complete bone of a finger, thumb or toe or the total and permanent loss of use of a finger, thumb or toe:

1. A thumb 20%
2. A finger 10%
3. A big toe 10%
4. Any other toe 5%

WE will not pay more than 100% of the benefit shown for LOSS OF LIMBS, SIGHT, SPEECH or HEARING for claims directly or indirectly arising from or in connection with the same ACCIDENT.

### **Medical Treatment**

WE may, at OUR option, pay for medical treatment to help an INSURED PERSON recover from an ACCIDENT or ILLNESS insured by this section.

### **Private Tuition**

WE will pay the cost of private tuition if an INSURED PERSON is under 18 years of age and has been unable to attend their usual place of education as a result of an ACCIDENT insured by this section,

WE will not pay for costs:

1. incurred during the first seven days following the ACCIDENT; or
2. recoverable from an education establishment.

The most WE will pay for any one loss is £1,500.

### **Professional Counselling**

WE will, at OUR option, pay for professional counselling to help an INSURED PERSON recover from emotional stress resulting from an ACCIDENT or ILLNESS insured by this section.

The most WE will pay for any one loss is £1,000, but not more than £5,000 for all counselling arising from one incident.

### **Statement of Fitness for Work**

If WE pay benefit for temporary TOTAL DISABILITY and an INSURED PERSON returns to work on reduced hours on the advice of their doctor WE will pay the proportion of the benefit that equates to the proportion of their normal working hours for which they are unable to work provided that, in total, the maximum period for which WE will pay benefit for any one claim does not exceed the payment period shown on YOUR schedule.

### **Exclusions**

WE will not pay for:

1. ACCIDENT or ILLNESS consequent upon or contributed to by any pre-existing physical or mental defect or infirmity.
2. ACCIDENT or ILLNESS which appears before the start of this section or any subsequent renewal.
3. ILLNESS which appears within 21 days of the start of this section unless the INSURED PERSON can prove they had previous continuous insurance for ILLNESS.
4. ACCIDENT to or ILLNESS of an INSURED PERSON under 16 or over 65 years of age unless individually named on YOUR schedule.
5. ACCIDENT or ILLNESS resulting from:
  - a) pregnancy or childbirth;
  - b) suicide or deliberate self-injury;
  - c) alcohol or drugs;
  - d) failure to obtain or follow proper medical advice;
  - e) any HIV related condition;
  - f) an INSURED PERSON putting themselves in danger, other than in an attempt to save human life;



- g) flying or other aerial activities, other than as a fare-paying passenger in a hot air balloon or power-driven aircraft;
  - h) winter sports, other than sledging, curling or skating;
  - i) hunting on horseback;
  - j) racing, other than swimming, running or yachting;
  - k) mountaineering or rock climbing where ropes or guides are used, or are recommended to be used;
  - l) pot-holing or caving;
  - m) any bungee sport;
  - n) professional sport;
  - o) motor cycling as a driver or passenger, unless it is for agricultural purposes on YOUR own land;
  - p) yachting or boating, other than on inland waters or within three miles of the mainland;
  - q) diving using underwater breathing apparatus; and/or
  - r) unarmed combat, boxing or martial arts;
- unless shown on YOUR schedule as insured.

## **Special Condition**

### **Medical Evidence**

1. WE will pay for:

- a) an INSURED PERSON to have a medical examination; or
- b) a post mortem to be completed;

if required by US.

2. YOU or YOUR personal legal representative will supply to US and pay for any:

- a) certificate;
- b) information; and/or
- c) evidence;

in the format WE require.

## **Settling Claims**

The most WE will pay for each benefit is the amount shown on YOUR schedule. The maximum period for which WE will pay a benefit:

- 1. for temporary TOTAL DISABILITY or PARTIAL DISABILITY or a combination of them, following an ACCIDENT; or
- 2. for any one ILLNESS;

is the payment period shown on YOUR schedule.

WE will not pay any benefit for the deferment period shown on YOUR schedule.

WE will only pay under one of the benefits for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY for any one claim and such payment will end cover for that INSURED PERSON.

If WE pay benefit for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY, WE will cease to pay temporary TOTAL DISABILITY or PARTIAL DISABILITY benefits for the same ACCIDENT.

WE will settle claims for temporary TOTAL DISABILITY or PARTIAL DISABILITY or ILLNESS by making payment every four weeks. Unless WE agree otherwise, YOU will receive YOUR first benefit payment four weeks after WE accept YOUR claim.

If the benefits payable under this section are based upon wages WE will use a suitable index to increase the declared waggeroll each year.

  
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