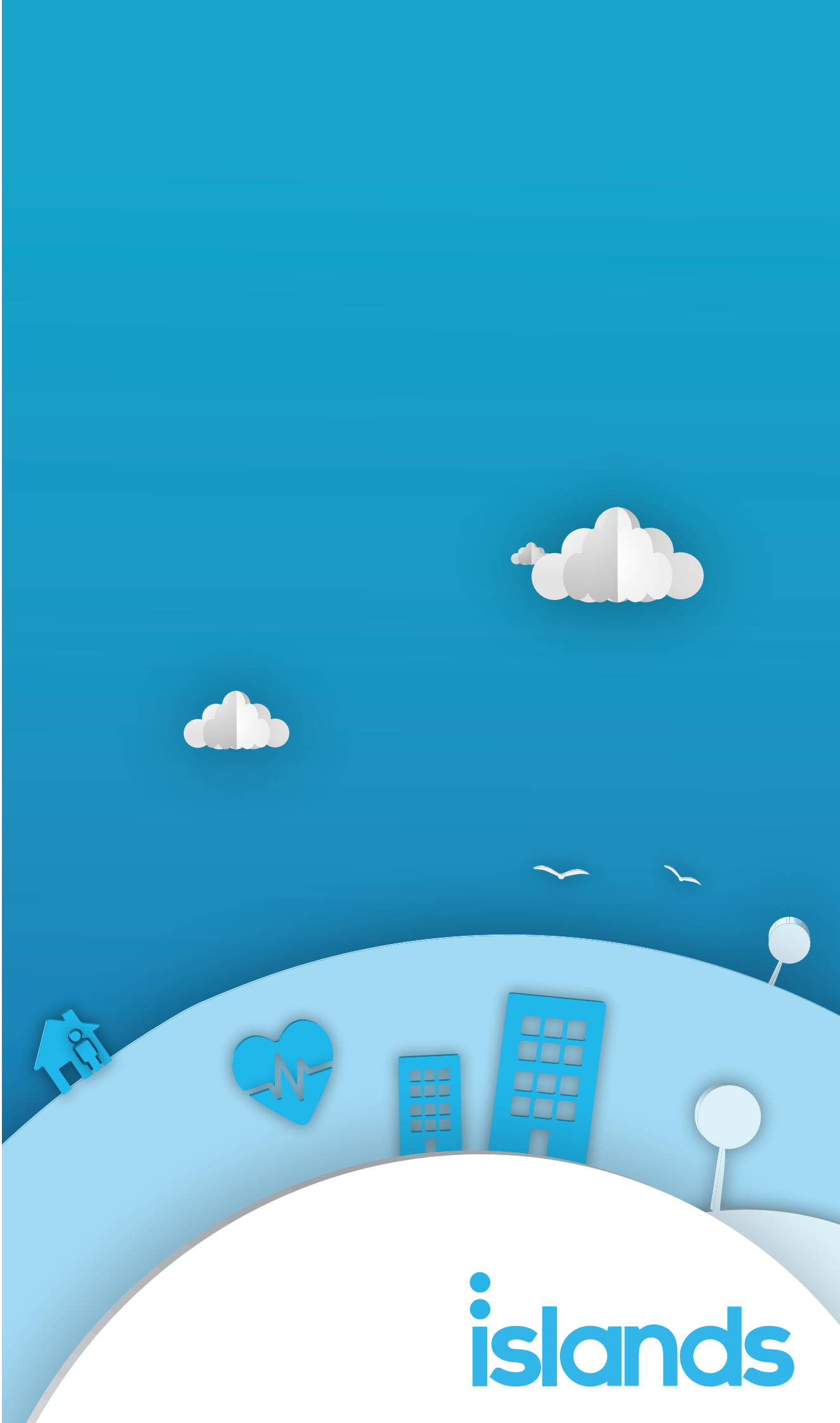


# Office & Surgery

POLICY



**islands**



Thank you for choosing Islands Insurance and NFU Mutual.

### 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, Plaza House, Elizabeth Avenue, St Peter Port, Guernsey GY1 3ZZ

[www.islands.gg](http://www.islands.gg)  
**01481 710731**  
[insure@islands.gg](mailto:insure@islands.gg)

### Alderney

The Islands' Insurance Brokers Ltd, 17 Victoria Street, Alderney, GY9 3TA

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

### Jersey

This policy is underwritten and arranged by M J Touzel (Insurance Brokers) Ltd, trading as Islands Insurance, on behalf of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual). M J Touzel (Insurance Brokers) Ltd is registered in Jersey (No. 2589) at Kingsgate House, 55 The Esplanade, St Helier, Jersey, JE1 4HQ and is regulated by the Jersey Financial Services Commission (JFSC) under the Financial Services (Jersey) Law 1998 for General Insurance Mediation Business (No: GIMB 0046). A member of the Islands Insurance Group of companies, which is wholly owned by the National Farmers Union Mutual Insurance Society Limited.

### Guernsey & Alderney

This policy is underwritten and arranged by The Islands' Insurance Brokers Ltd (Islands Insurance) on behalf of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual). The Islands' Insurance Brokers Ltd is registered in Guernsey (No. 6841) at PO Box 449, Plaza House, Elizabeth Avenue, St Peter Port, Guernsey GY1 3ZZ and is regulated 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 only (No: 13696) and licensed under section 13 of The Lending, Credit and Finance (Bailiwick of Guernsey) Law, 2022 to provide Credit provision in relation to regulated agreements (Part II). A member of the Islands Insurance Group of companies, which is wholly owned by the National Farmers Union Mutual Insurance Society Limited.

## HOW TO MAKE A CLAIM

### 24-hour emergency helplines

**Normal business hours:** please call the Islands office which issued YOUR policy.

**Any other time** (or if YOUR insurance advisor is unavailable): please call OUR 24-hour commercial emergency helpline freephone number **0845 604 7012**.

Whichever number YOU call please read the following information before contacting US:

- 1 the relevant section(s) of the policy which cover the loss;
- 2 the General Exclusions, General Conditions and Claims Conditions found at the front of the policy;
- 3 YOUR schedule.

To ensure WE can help YOU quickly and efficiently please have the following information available:

- 1 YOUR policy number;
- 2 YOUR name and address;
- 3 details of the incident giving rise to the claim including date, circumstances and, if possible, an estimate of the cost; and
- 4 YOUR contact number.

### Commercial emergency helpline

YOU can use the helpline by calling the freephone number **0845 604 7012** if YOU have an emergency at YOUR PREMISES which:

- 1 puts YOUR health, or that of YOUR EMPLOYEES, at risk;
- 2 creates a risk of damage to YOUR PREMISES or PROPERTY;
- 3 creates unacceptable working conditions.

OUR emergency service will:

- 1 offer to arrange for a suitable contractor to carry out any necessary emergency repairs; and
- 2 tell YOU the contractors call-out and hourly labour charges. YOU are responsible for paying these charges, but YOU can claim them back if the damage is covered by YOUR policy.

## INTRODUCTION

In return for YOU paying YOUR premium and US accepting it, WE 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, statement of insurance, schedule and any certificate(s) of insurance carefully. If they do not meet YOUR needs, return them to US or to YOUR insurance advisor as soon as possible.

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

This contract and the relationship between US and YOU shall be governed by, and interpreted in accordance with the appropriate law as set out below unless WE 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 organization, the law applicable in that part of the 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.



**Tim Brangwyn**

**Managing Director**

The Islands Insurance Group

**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 OUR registered office.

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# 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 or calling the Islands Insurance office which issued YOUR policy within 14 days of receiving the policy or amendment to an existing policy. WE may charge pro rata for the cover 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 Islands Insurance office which issued this policy.

If YOU remain unhappy with the outcome, depending on your circumstances, YOU may be able to refer YOUR complaint to one of the following Financial Ombudsman Services:

1 The Channel Islands Financial Ombudsman at PO Box 114, St Helier, JE4 9QG.

For more information visit [www.ci-fo.org](http://www.ci-fo.org) or call **01534 768610 (Jersey)** or **01481 722218 (Bailiwick of Guernsey)**

2 The Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.

For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call **0800 023 4567** from a landline or **0300 123 9123** from a mobile phone.

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

## Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS) which means that YOU may be entitled to compensation from the scheme if WE cannot meet OUR obligations under this policy. This depends on the type of policy YOU have purchased and the circumstances surrounding YOUR claim. YOU can find out more at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling **0800 678 1100**.

## 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

To find out more about how WE use YOUR personal information and YOUR rights and how WE may process the personal information of anyone named in YOUR policy or any beneficiary of YOUR policy, please view the privacy policy on the Islands Insurance website at [www.islands.insure/privacy-policy/](http://www.islands.insure/privacy-policy/). Please share the privacy policy with any individuals named on YOUR policy.

## Fraud Prevention and Detection

To prevent and detect fraud WE may at any time check, share and/or file details including information about YOU or about anyone who may benefit from this policy 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 YOUR personal data or the personal data of anyone who may benefit from this policy for this purpose.

## 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 & 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 CONTENTS in basements and cellars; maintaining fire extinguishing appliances; maintaining and using fire protection systems

### **Business Interruption**

Special Conditions, Underinsurance - Providing adequate sums insured

### **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

### **Public and Product Liability**

Cloakroom Liability - Display of notices in cloakrooms

## 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.

### **BASIS OF COVER**

Day One Reinstatement or Indemnity 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, lightning 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 only for the cost of the materials, labour and computer time necessary to reproduce them;
- 3 COMPUTER EQUIPMENT up to £5,000, unless stated otherwise on YOUR schedule;
- 4 patterns, models and moulds but only for the cost of the materials and labour necessary to reproduce them;
- 5 personal effects other than MONEY and/or MONETARY DOCUMENTS of any director, EMPLOYEE or visitor not exceeding £1,000 for any one person; and
- 6 wines and spirits used solely for entertainment purposes.

The following PROPERTY is excluded from the definition of CONTENTS:

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

## **CORONAVIRUS:**

Coronavirus means:

- 1 any coronavirus;
- 2 any disease caused by a coronavirus;
- 3 any mutation or variation of any coronavirus or of any disease caused by a coronavirus;
- 4 any threat, fear or anticipation of any coronavirus, any disease caused by a coronavirus, or any mutation or variation of any such coronavirus or disease.

## **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 in the United Kingdom, Channel Islands, Isle of Man or 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.

## **EPIDEMIC**

The occurrence of an infectious disease in humans in a locality, population or region, that is classified or declared as an epidemic by any national, regional or local government authority, public health authority or other competent authority.

## **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.

## **INJURY**

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

## **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.

## **PANDEMIC**

The occurrence of an infectious disease in humans in a locality, population or region, that crosses international boundaries and that is classified or declared as a pandemic by the World Health Organisation (or any replacement or equivalent body), or any government or other competent authority.

## **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.

## **STOCK**

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

## **TERRORISM**

For liability insurances:

- 1 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.

## **TRAILER**

An unpowered wheeled vehicle, implement or machine, including fixed equipment and accessories, that has been designed to be towed by a mechanically propelled vehicle and which is owned by YOU or is in YOUR custody or control excluding:

- 1 a mechanically propelled vehicle, whether disabled or not;
- 2 a trailer that is insured under an NFU Mutual Agricultural Vehicle policy and / or
- 3 a caravan, trailer tent or horse trailer unless used for business or professional purposes.

## **UNOCCUPIED**

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

## **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 by or contributed to;
  - 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 Property and Employers' Liability and/or Environmental Liability sections;
  - 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 Property and Employers' Liability sections;
  - 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 any CYBER LOSS.  
For the purpose of this Exclusion:

### **CYBER LOSS**

means any loss, DAMAGE, liability, expense, fines or penalties or any other amount directly or indirectly arising from:

- a) the use or operation of any COMPUTER SYSTEM or COMPUTER NETWORK;
- b) the reduction in or loss of ability to use or operate any COMPUTER SYSTEM, COMPUTER NETWORK or DATA;
- c) access to, processing, transmission, storage or use of any DATA;
- d) inability to access, process, transmit, store or use any DATA;
- e) any threat of or any hoax relating to a), b), c), or d) above;
- f) any error or omission or accident in respect of any COMPUTER SYSTEM, COMPUTER NETWORK or DATA.

### **COMPUTER SYSTEM**

means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by YOU or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

### **COMPUTER NETWORK**

means a group of COMPUTER SYSTEMS and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange DATA.

### **DATA**

means information used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

For all insurances other than Public Liability or Products Liability General Exclusion 3 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.

- 4 WE will not pay for any DAMAGE caused by or in connection with the PREMISES being used by YOU,

YOUR tenant or any other lawful visitor for the conduct or attempted conduct of illegal activity.

- 5 WE will not pay for any loss, liability, DAMAGE, claim, costs or expenses of whatever nature, directly or indirectly caused by, contributed to, attributable to, resulting from or in connection with:
- a) any EPIDEMIC or PANDEMIC;
  - b) CORONAVIRUS; and/or
  - c) any legislation or regulations passed, or measures, restrictions or requirements imposed or advised, in each case by any national, regional or local government authority, public health authority or other competent authority, relating to the prevention, control or suppression of any EPIDEMIC, PANDEMIC or CORONAVIRUS

other than for insurance provided under the Liability sections.

## 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 behaviour or language, or intimidating or bullying of OUR staff or suppliers;
- 5 if YOU default under OUR Credit Agreement to pay the premium, cover under YOUR policy will cease in accordance with the conditions of the Credit Agreement.

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 heading 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 and/or withholds any material relevant to:
  - a) this insurance; or
  - b) including anyone named on the policy schedule;

WE will not pay any part of YOUR claim or any other 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-invalidating**

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 by Direct Debit 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 treat 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 of the Policy 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; and
- 4 YOU are required to inform US at least 24 hours before disposing of any carcase (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 matter will be decided by an arbitrator. WE and YOU will jointly agree the identity of the arbitrator in line with current law. The arbitrator will decide who pays the fees, for example the fees may be split between the parties, or one party may pay all the fees.

**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.

## Property

Please refer to YOUR schedule to see if this is operative

### Definitions

#### DEFINED PERIL

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (excluding thieves), earthquake, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal, subsidence, ground heave, landslip.

#### GEOGRAPHICAL LIMITS

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

### Cover Extension Clause

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 these sections and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### The Cover

WE will pay for DAMAGE 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

#### 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; or
- 2 resulting from repairs or alterations to the PREMISES;
- 3 when a BUILDING or part of a BUILDING becomes UNOCCUPIED.

#### Alterations and Additions

WE will pay for DAMAGE 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 BUILDINGS or CONTENTS subject to a maximum overall limit of £500,000 for any one loss. This cover is in addition to the sum insured.

### **Alternative Accommodation**

WE will pay reasonable additional costs to provide alternative accommodation for the period that the residential portion of the BUILDINGS is uninhabitable, following DAMAGE insured by this section.

The most WE will pay for any one loss is 20% of the BUILDINGS sum insured shown on YOUR schedule. This 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 £50,000. 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.

### **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 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 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 to PROPERTY shown on YOUR schedule. This is in addition to the sum insured.

## Fire Extinguishment Costs

WE will pay the following costs which are the direct result of DAMAGE to PROPERTY shown on YOUR schedule:

- 1 refilling fire extinguishing appliances;
- 2 recharging halon gas and CO<sup>2</sup> 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.

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 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 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.

## 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 applicable United Kingdom, Channel Islands, Isle of Man or retained 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 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.

### **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 specified ITEMS OF PROPERTY shown on YOUR schedule which are incurred as a direct result of DAMAGE.

### **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.

### **Selling Your Buildings**

If, at the time of DAMAGE to YOUR BUILDINGS, 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**

WE will pay for DAMAGE to BUILDINGS for which YOU are responsible, arising from theft or attempted theft of YOUR CONTENTS.

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 this is 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 provided the DAMAGE occurs at the location shown on YOUR schedule.

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

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

## 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 the 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.

## Exclusions

WE will not pay for:

- 1 loss of any kind arising from or consisting of:
  - a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design or materials;
  - b) mechanical or electrical breakdown or derangement of any machine apparatus or equipment; but this shall not exclude subsequent loss which arises from a cause not otherwise excluded.
  - c) water escaping due to faulty, failed, inadequate or lack of grout or sealant
  - d) water escaping from blocked guttering, rainwater downpipes, roof valleys and gullies
- 2 loss of any kind arising from or consisting of the bursting by steam pressure of a boiler or economiser, vessel, machine or apparatus in which internal pressure is due to steam only and belonging to YOU or under YOUR control other than:
  - a) a boiler used for domestic purposes only;
  - b) to any vessel, machinery or apparatus, or its contents, unless there is in force a policy of insurance or other contract providing all inspection required by law;
  - c) in respect of the Business Interruption section – any boiler or economiser on the PREMISES.
- 3 loss of any kind arising from or consisting of:
  - a) faulty or defective workmanship or operational error or omission, by YOU or any EMPLOYEES;

- b) acts of fraud or dishonesty by YOUR EMPLOYEES;
  - c) corrosion, rust, wet or dry rot, fungus, mildew, mould, micro-organisms or spores of any type, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
  - d) change in temperature, colour, flavour, texture or finish;
  - e) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them;
  - f) escape of flue gases or fumes;
  - g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services;
  - h) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
  - i) the failure of seeds to germinate; but this shall not exclude subsequent loss which arises from a DEFINED PERIL not otherwise excluded.
- 4 loss of any kind arising from DAMAGE to a BUILDING or structure that arises from its own collapse or cracking but this shall not exclude subsequent DAMAGE, or loss insured under the Business Interruption cover, which itself results from a cause not otherwise excluded.
- 5 loss of any kind arising from or consisting of PROPERTY undergoing any process of production, packing, treatment, testing, commissioning, service, repair or its use as a tool; but this shall not exclude subsequent DAMAGE, or loss insured under the Business Interruption cover, which arises from a DEFINED PERIL not otherwise excluded.
- 6 loss of any kind arising from or consisting of POLLUTION, except:
- a) DAMAGE by POLLUTION which arises from a cause not otherwise excluded;
  - b) DAMAGE arising from a DEFINED PERIL which itself arises from POLLUTION.
- 7 loss of any kind arising from theft or attempted theft unless it involves:
- a) forcible and violent entry to or exit from the BUILDINGS; or
  - b) assault or violence or the threat of assault or violence to YOU or any EMPLOYEE; or
  - c) theft or attempted theft of part of the BUILDING; or
  - d) theft or attempted theft of any item shown on YOUR SCHEDULE with the location of 'United Kingdom', 'European Union and United Kingdom, Channel Islands, Isle of Man' or 'Worldwide'.
- 8 YOU will not be covered in any circumstances for loss of any kind arising from or consisting of theft or attempted theft:
- a) involving collusion with an EMPLOYEE or person lawfully on the PREMISES;
  - b) if the BUILDING is UNOCCUPIED;
  - c) of any PROPERTY in the open or open-sided BUILDINGS unless shown on THE INSURED'S schedule as insured.
  - d) of any PROPERTY from an unattended vehicle and/or trailer unless:
    - i. all doors and other openings are closed and securely locked and the keys removed; and
    - ii. there is forcible and violent entry to the VEHICLE and/or trailer.
- 9 loss of any kind arising from or consisting of subsidence, ground heave or landslip, unless YOU have taken the Subsidence Optional Cover Extension.
- 10 loss of any kind in respect of movable property in the open, fences, hedges and gates arising from storm, wind, rain, hail, sleet, snow, flood or dust.
- 11 loss of any kind arising from DAMAGE to PROPERTY by fire involving its own spontaneous fermentation or self- heating or its undergoing any heating process or any process involving the application of heat, but this shall not exclude DAMAGE or loss insured under the Business Interruption section arising from the spread of fire to other PROPERTY.
- 12 loss of any kind arising from a fire that arises from electrical plant or appliances:
- a) over-running;
  - b) short-circuiting; and/or
  - c) self –heating;
- but this shall not exclude DAMAGE, or loss insured under the Business Interruption section, arising from the spread of fire to other plant or appliances or other PROPERTY.
- 13 loss of any kind while the PREMISES are UNOCCUPIED arising from or consisting of:
- a) freezing or escape of water from any tank, apparatus or pipe;
  - b) malicious persons but this shall not exclude losses arising from fire or explosion not otherwise excluded.

- 14 loss of any kind arising from riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances and malicious persons, arising from or consisting of cessation of work.
- 15 loss of any kind arising from falling trees:  
a) during a tree felling or lopping operation; and/or  
b) causing DAMAGE to walls, fences, gates or hedges.
- 16 loss of any kind arising from or consisting of storm, hail, weight of snow or flood arising from a change in the water table level.
- 17 loss of any kind arising from or consisting of escape of water from any sprinkler installation that arises from the repair, alteration or extension of the BUILDINGS or sprinkler installation.
- 18 loss of any kind in respect of:  
a) glass and sanitary ware (other than fixed glass and sanitary ware) china, earthenware, marble (including fireplaces, hearths and worktops) or other fragile or brittle objects;  
b) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art, sculptures or rare books;  
c) PROPERTY or structures in the course of construction or erection and materials and supplies in connection with all such PROPERTY or structures;  
d) land, piers, jetties, culverts or excavations, roads, pavements and bridges; unless specifically shown as insured on THE INSURED'S schedule; but this shall not exclude loss which arises from a DEFINED PERIL not otherwise excluded.
- 19 loss of any kind in respect of:  
a) livestock, growing crops or trees or plants;  
b) vehicles licensed for road use (including accessories on them) caravans, trailers, railway locomotives and rolling stock, watercraft or aircraft.
- 20 DAMAGE that does not result directly from the incident that caused YOU to claim, unless more specifically stated in this section.
- 21 DAMAGE to COMPUTER EQUIPMENT, CONTENTS 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.
- 22 the 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 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 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 actions 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 shown in YOUR schedule as Indemnity, is less than the cost of reinstatement after allowance for wear, 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

NOTE:

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 should consider any requirements under the Equality Act 2010 or Disability Discrimination Act 1995 and ensure that security fully complies with any special requirements relating to the occupancy of the PREMISES.

YOU warrant that:

- 1 the PREMISES are secured as follows or as agreed or stipulated by US:

Final Exit Doors

- a) single timber door - deadlock complying with BS3621:2004 (or earlier BS3621 standard);
- b) single aluminium door - cylinder operated mortice deadlock with profile cylinders complying with or equivalent to BS EN 1303:1998 security grade 4 or above;
- c) single UPVC door - cylinder operated mortice lock with multi point locking mechanism with profile cylinders complying with or equivalent to BS EN 1303:1998 security grade 4 or above;
- d) double doors:
  - i. key operated locks or bolts (with detachable keys) fitted inside top and bottom to the first closing leaf and locking into the top frame and sill; or
  - ii. flush bolts fitted top and bottom to the inside door edge of the first closing leaf and locking into the top frame and sill;
 and to the second closing leaf a lock as described in a), b) or c) above, dependent upon the construction of the door; and/or
- e) other doors - security to be agreed by US.

All other external hinged doors, not designated as a fire exit door (and internal doors leading to other buildings not in YOUR sole occupation) which are not used as a final exit:

- a) as described under final exit doors;
- b) single doors - key operated locks, other than as stated above, plus key operated locks or bolts (with detachable keys) fitted inside top and bottom locking into the frame and sill; or
- c) double doors - the first closing leaf as described under paragraph d) of final exit doors and the second closing leaf as described under paragraph b) of all other external doors.

Patio or other sliding external doors, not designated as a fire exit door (and internal doors leading to other buildings not in YOUR sole occupation):

- a) hook dead lock complying with BS3621:2004 (or earlier BS3621 standard);
- b) a close shackle padlock complying with BS EN 12320 building hardware - padlocks and padlock fittings - requirements and test grades 5 or 6 on matching companion pad bar; or
- c) key operated hook lock or bolt with detachable keys, which prevents horizontal and vertical movement or, where this is not the case, an additional device to prevent vertical movement.

Designated external fire exit doors (and internal doors leading to other buildings not in YOUR sole occupation):

- a) emergency release lock complying with BS8621:2004; or
- b) a proprietary emergency release system.

Roller shutter doors:

- a) secured to each guides channel by a guide pin shutter lock with housing welded in place not greater than one metre above the bottom of the shutter;
- b) internally secured to the floor by a heavy duty close shackle padlock and matching companion padlock bar welded, coach bolted or rawl bolted into position as appropriate; or
- c) the operating chain of the roller shutter secured to the internal steel clasp/chain retainer by a padlock.

Windows, all external basement, ground floor and other opening accessible windows:

- a) secured with window locks with removable keys. Where the opening section exceeds 600 mm in height or width they are to be fitted with a multi point locking system or two window locks, with removable keys;
- b) where windows are not required to be opened screwed permanently shut by security screws with the heads countersunk and plugged; or
- c) grilles or bars (construction framework and method of fixing to be agreed by US).

2 all protections required by US are maintained and not withdrawn or varied without OUR prior consent.

3 whenever the PREMISES are closed for business or left unattended:

- a) all keys for safes and doors are removed from the PREMISES;
- b) all keys for windows are removed from locks and placed out of reach of the window; and
- c) all protections required by US are put into effect.

4 any area or receptacle used for the storage of wines, spirits, tobacco, cigarettes or cigars is not attended it is locked and all keys removed to a place of safe keeping.

5 when not in use any safe is locked and all keys removed from the PREMISES or kept with YOU or an authorised EMPLOYEE.

6 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.
- 7 STOCK and CONTENTS in basements or cellars is stored on shelves, racks or stillages at least 10 centimetres above floor level.
- 8 all fire extinguishing appliances are maintained in proper working order.
- 9 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 site
 provided 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.

# Business Interruption- Additional Cost of Working

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.

### 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 caused 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 the DAMAGE to PROPERTY used by YOU at the PREMISES 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.

## Action of Competent Authority

WE will pay 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 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.

## Bomb Scares

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 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 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 £25,000. This is in addition to the sum insured.

### Computer Equipment Breakdown

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 following 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 £10,000. This is in addition to the sum insured.

### Explosion of Boilers

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 arising from DAMAGE caused by the explosion of any boiler or economiser on the PREMISES.

### Food or Drink Poisoning

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 caused by poisoning of a customer arising from food or drink supplied by YOU from or at the PREMISES.

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

### Human Diseases

This Optional Cover Extension should be read in conjunction with General Exclusion 5 which shall remain applicable.

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

The most WE will pay for any one loss is £100,000.

### Murder or Suicide

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 arising from 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 of or interference with YOUR BUSINESS arising from DAMAGE to PROPERTY in the vicinity of the PREMISES which hinders or prevents access to the PREMISES.

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

## **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.

## **Public Emergency**

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 arising from the actions or advice of a competent Public Authority, due to an emergency likely to endanger life or property occurring within 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 (This exclusion applies in addition to General Exclusion 5) 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 £10,000. This is in addition to the sum insured.

## **Public Utilities**

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 arising from DAMAGE to PROPERTY 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 £10,000. This is in addition to the sum insured.

## **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.

### **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) or local equivalent**

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

## **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.

## Business Interruption – Loss of Income

Please refer to YOUR schedule to see if this is operative

### Definitions

#### ANNUAL INCOME

The INCOME during the 12 month period immediately before the DAMAGE.

#### 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.

#### 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 the DAMAGE 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 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.

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.

### **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 £50,000. 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 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.

### **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 £100,000.

### **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.

The most WE will pay for any one loss is 10% of your Business Interruption Sum Insured or £1,000,000 whichever is the less.

### **Essential Personnel**

For the purposes of this extension only General Exclusion 5 does not apply.

### **Definitions**

For the purposes 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 YOUR ESSENTIAL PERSONNEL; or
- 2 total and permanent disablement of any of YOUR 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.

## **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 of a customer arising from food or drink supplied by YOU from or at the PREMISES.

The most WE will pay for any one loss is £100,000.

## **Human Diseases**

This Optional Cover Extension should be read in conjunction with General Exclusion 5 which shall remain applicable.

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

The most WE will pay for any one loss is £100,000.

## **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 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 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.

## 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 within 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 (This exclusion applies in addition to General Exclusion 5) 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 Utilities

WE will pay for loss of INCOME arising from DAMAGE to PROPERTY 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 15% of the sum insured shown on YOUR schedule.

## Special Conditions

### 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.

### 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.

### Underinsurance

If, at the time of DAMAGE the sum insured on INCOME is less than the ANNUAL INCOME (proportionately increased where the INDEMNITY PERIOD is more than 12 months) OUR liability for YOUR claim will be proportionately reduced.

## Value Added Tax (VAT)

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

## Settling Claims

WE will pay:

- 1 for the reduction in the INCOME arising from DAMAGE, 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; 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.

## 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**

MONEY 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 YOUR or their occupation.

#### **TOTAL DISABILITY**

A disability which totally prevents YOU or any EMPLOYEE from performing all of YOUR or 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 YOUR or any EMPLOYEE average weekly earnings before tax.

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

## Cover Extensions

### 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.

WE will not pay:

- 1 for unauthorised use by YOU, any EMPLOYEE or any member of YOUR family; and/or
- 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.

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

### 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 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 condition.
- 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 two adults;
  - b) £7,500, it will be accompanied by at least three adults; or
  - c) £10,000, it will be transported by a professional security or specialist cash-carrying company.
- 5 if YOU are responsible for filling an automatic teller machine (ATM):
  - a) MONEY is removed and the door of the ATM left open when YOUR PREMISES are closed for business; and
  - b) signs are clearly displayed, both at the front entrance of YOUR PREMISES and adjacent to the ATM, stating that MONEY is removed when YOUR PREMISES are closed for business.

## 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.

## Liability

### Definitions

#### 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.

### Cover Extension Clause

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 detailed in the sections and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

## 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.

### The Cover

#### Public Liability

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 brochures, magazines and samples; or
  - 3 any food or drink sold or supplied to visitors for consumption on YOUR PREMISES; or
  - 4 following the disposal and replacement of obsolete equipment.

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

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**

### **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:

- a) are ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man; and
- b) 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 for:

- 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 and Windscreen Insurance Disc if issued, 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 under this extension 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 laws**

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 Health and Safety at Work laws, 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 for:

- 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.

### **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 for:

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

arising directly from the private activities of any EMPLOYEE while they are temporarily employed by YOU for not more than 60 consecutive days outside the GEOGRAPHICAL LIMITS 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 their work at premises in the United Kingdom, the Channel Islands or the Isle of Man; and
- c) 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 for:

- 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 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; 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 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 or services implied by law.
- 10 liability arising from any action for damages brought against YOU in any country outside the United Kingdom, the Channel Islands, the Isle of Man or the European Union 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 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 United Kingdom, the Channel Islands, the Isle of Man or the European Union.

## 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; or
  - b) the EMPLOYEE ordinarily undertakes their 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

#### 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 laws

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 Health and Safety at Work laws, including legal costs and expenses 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 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 Judgments

If any EMPLOYEE or their personal representative obtains a court judgment within the United Kingdom, the Channel Islands, the Isle of Man or the European Union for damages for INJURY against any third party operating within the United Kingdom, the Channel Islands, the Isle of Man or the European Union and that judgment 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 judgment 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 judgment 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.
- 2 any action for damages brought against YOU in a country outside the United Kingdom, the Channel Islands, the Isle of Man or the European Union.
- 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 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) a 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.

## 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" and "OUR" refer 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.

**If you'd like this document in large print, braille or audio, just contact us.**

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