Combined Insurance Policy

Cliverton
right for your insurance







www.cliverton.co.uk

Index

Page Number

Welcome		2
Complaints Procedure		3
Important Information		5
Your Insurance Policy		6
Definitions		7
Policy Conditions		11
Claims Conditions		14
General Exclusions		15
Section 1	Public and Products Liability	19
Section 2	Employers' Liability	25
Section 3	Property Damage	27
Section 4	Business Interruption	38
Section 5	Goods in Transit	46
Section 6	Business Money	49
Section 7	Glass	53
Section 8	Specified All Risks	55
Section 9	Personal Accident	57
Section 10	Deterioration of Refrigerated Stock	60

Welcome

Thank you for choosing Cliverton as your insurance provider.

This is your Commercial Combined insurance policy which has been prepared in accordance with the information you have provided.

Please take time to read all these documents to make sure that the cover meets your needs and that you understand the terms, exclusions and conditions.

We have tried to set out the terms as clearly as possible but if there is anything you do not understand or you need to change please contact us as soon as possible.

The terms in **Bold** have specific meanings and we have set these out in the Definitions section on page 6 to be as clear as possible.

This is **Your** commercial combined insurance policy which has been prepared in accordance with the information **You** have provided.

This **Policy,** the **Schedule**, endorsements, and any certificate of Employers' Liability insurance together with the **Statement of Fact** should be read together as if they were one document.

This is a legal document and should be kept in a safe place.

Who is Cliverton?

Cliverton Insurance Brokers is a trading name of Lycett, Browne-Swinburne & Douglass Ltd which is authorised and regulated by the Financial Conduct Authority. The registered address of Lycett, Browne-Swinburne & Douglass Ltd is Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW (No. 706042 England)

Cliverton have issued this policy to you under the authority granted to them and Cliverton are responsible for administering the insurance policy.

You should contact Cliverton in the first instance using the contact details provided for any queries you may have.

Who is your Insurer?

The insurer is AXA Insurance UK plc and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Firm reference number is 78950.

You may check the FCA register by visiting the FCA website https://register.fca.org.uk or by contacting the FCA on free phone number 0800 111 6768.

Making a complaint

We aim to provide the highest standard of service to every customer.

If **Our** service does not meet **Your** expectations, **We** want to hear about it so **We** can try to put things right.

All complaints **We** receive are taken seriously. Following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **You** are dealing with.

If **Your** complaint relates to a claim on **Your Policy**, please contact the department dealing with **Your** claim using the contact details available in **Your** claim documentation.

If **Your** complaint relates to anything else, please contact **Your** insurance broker or AXA office where **Your** policy was purchased.

Alternatively, **You** can write to **Us** at

AXA Insurance Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

Email: commercialcomplaints.ins@axa-insurance.co.uk

When **You** make contact, please tell **Us** the following information

- Name, address and postcode, telephone number and email address (if **You** have one).
- **Your** policy and/or claim number and the type of policy **You** hold.
- The name of **Your** insurance broker (if applicable).
- The reason for **Your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **You** may include copies of supporting material.

Our promise to you

We will

- acknowledge written complaints promptly.
- investigate **Your** complaint quickly and thoroughly.
- keep **You** informed of progress of **Your** complaint.
- do everything possible to resolve **Your** complaint.
- provide a response within eight weeks of receiving **Your** complaint, informing **You** of the results of **Our** investigations or explain why this isn't possible.
- learn from **Our** mistakes.
- use the information from complaints to continuously improve **Our** service.

Telephone calls may be monitored and recorded.

Beyond AXA

If **We** haven't resolved **Your** complaint within eight weeks, or **You** are unhappy with **Our** final response, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of **Our** final response to refer **Your** complaint to the Financial Ombudsman Service.

This does not affect **Your** right to take legal action.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567* or 0300 123 9123**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

* free for people phoning from a 'fixed line' (for example, a landline at home)
** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

Financial Services Compensation Scheme

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation in the unlikely event **we** cannot meet their obligations to **you**.

This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme (**www.fscs.org.uk**).

Important Information

Certificate of Employers' Liability Insurance

Where Section 2: Employers' Liability is operative, **We** will provide **You** with a Certificate of Employers' Liability Insurance which will clearly state the companies covered by this **Policy**. **You** must display an original copy of this at each business premises where **Your Employees** can see it easily. It is **Your** responsibility to advise **Us** of all the companies to be covered, their Employers Registration Number, and where they are exempt from having a number.

Employers' Liability Tracing Office (ELTO)

If Section A: Employers' Liability is operative, certain information relating **Your** insurance **Policy**, namely:

- the policy number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- **Period of Insurance**; and
- (if relevant) the employer's reference numbers provided by His Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **You** that the above named information provided **Us** will be processed **Us**, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

Data Protection notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **Your** privacy very seriously.

For details of how **We** use the personal information **We** collect from **You** and **Your** rights, please view **Our** privacy policy at https://www.axa.co.uk/privacy-policy/.

If **You** do not have access to the internet, please contact **Us** or **Your** insurance broker and **We** will send **You** a printed copy.

Your Insurance Policy

The insurance provided under this **Policy** is underwritten by AXA Insurance UK plc.

We will insure **You** as stated in each operative section of the **Policy** during the **Period of Insurance** for which **Your** premium has been accepted provided all the terms and conditions of the **Policy** are kept.

The **Policy, Schedule**, endorsements and any certificate of Employers' Liability insurance together with the **Statement of Fact** should be read together as if they were one document.

You agree that all the information provided to **Us** is a fair presentation of the risk to be insured.

Law Applicable

This **Policy** shall be governed by the laws of England and Wales and the courts England and Wales shall have exclusive jurisdiction in relation to any dispute about or in connection with this Policy unless **Your** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Definitions

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in **Your** policy unless **We** state otherwise. A defined word or phrase will start with a capital letter each time it appears in the **Policy** and is printed in bold type e.g. **Business**, except for headings and titles.

Throughout this policy words in the singular include the plural and vice versa. The male gender includes the female and neutral.

Asbestos

In respect of Sections 1 and 2:

Asbestos means crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of these minerals.

In respect of Sections 3 to 10:

Asbestos means asbestos or asbestos dust or asbestos fibres or derivatives of asbestos or any material or product containing asbestos or asbestos dust or asbestos fibres or derivatives of asbestos

Accidental Personal Injury

Accidental Personal Injury means bodily injury resulting directly and independently of any other cause with 24 calendar months in disablement or death.

Bodily Injury

Bodily Injury includes death, illness, disease or nervous shock, wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person.

Business

Business includes activities directly connected with the **Business** described in the **Statement of Fact** and shown in the **Schedule** including:

1. the ownership maintenance and repair of **Your Premises** or **Premises** occupied by **You;**
2. the maintenance and repair of vehicles and plant owned or utilised by **You;**
3. the provision and management of catering, sports, social and welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services;
4. private work carried out for **You** or for any of **Your** directors or executives by any of **Your Employees** with **Your** consent; and
5. participation in trade shows or exhibitions.

Business Hours

Business Hours means the period during which the **Premises** are actually occupied by **You** and/or **Your Employees** for the purposes of the **Business.**

Computer System

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by the Insured or any other party.

Compensation

Compensation means damages including interest.

Costs and Expenses

Costs & Expenses includes:

1. Reasonable claimants costs and expenses of claimants for which **You** are legally liable;
2. Costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this **Policy; and**
3. Fees incurred with **Our** written consent for:

a. defence in any Court of Summary Jurisdiction or on indictment in any higher court in respect of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Bodily Injury; and**

b. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death in connection with any event which is or may be the subject of indemnity under this **Policy**

Costs and expenses do not include the costs of work done by **Your Employees** nor any Value Added Tax (VAT) or similar tax that can be recovered.

Cyber Act

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

Cyber Incident means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Damage

Damage means loss, destruction or damage.

Data

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by any **Computer System**.

Employee

Employee includes any person while working for **You** in connection with the **Business** who is:

1. under a contract of service or apprenticeship with **You**
2. the following when under **Your** direction control or supervision
   a. a person who is hired lent or borrowed by **You**
   b. a person engaged in connection with a work experience, training or similar scheme
   c. a self-employed person working on a labour only basis under **Your** control or supervision
   d. a person engaged by a labour only sub-contractor
   e. a labour master or person engaged by them
   f. a driver or operator of hired-in plant
   g. a volunteer helper.

Empty or Disused

Empty or Disused means the **Premises** or any part thereof that have become unoccupied untenanted or which have not been actively used for a period of more than 30 consecutive days.

Excess

Excess means the amount **You** must pay as the first part of each and every claim.

Index Linking

Index Linking means whenever a **Sum Insured** is declared to be subject to **Index Linking** it is adjusted at monthly intervals as follows:

1. in respect of **Buildings** in accordance with the percentage change in the General Building Cost Information Service;
2. In respect of Plant Machinery Trade Fixtures and Fittings, Electronic Business Machines Computers and Software, Portable Hand Tools and Tenants improvements in accordance with the durable goods section of the Retail Price Index; and
3. in respect of Stock in Trade and customer's goods in accordance with in the Producer Price Index

At each renewal the premium will be adjusted to apply to the **Sum insured** which then pertains and **We** waive all rights to additional premium arising solely out of such index adjustments prior to renewal

Limit of Indemnity

Limit of Indemnity is as stated in the **Schedule** for each applicable Section.

Money

Money means current coin, bank and currency notes, credit cards, telephone cards, uncrossed cheques, uncrossed postal orders, luncheon vouchers, current postage stamps, trading stamps, national insurance stamps not affixed to cards, holiday with pay stamps, national savings stamps, unexpired units in franking machines, gift tokens consumer redemption vouchers, mobile telephone vouchers and telephone cards.

Non Negotiable Money

Non Negotiable Money means crossed cheques, crossed postal orders, crossed bankers drafts, national insurance stamps fixed to cards, national savings certificates, premium bonds, credit and debit card sales vouchers or receipts and VAT purchase invoices.

Our, Us, We

Our, Us, We means the Insurers as set out in the section of this **Policy** headed Your Insurance Policy.

Period of Insurance

Period of Insurance is as stated in the **Schedule.**

Policy

Policy means the terms of this insurance including the **Schedule**, definitions, clauses, exclusions, conditions and endorsements attached or issued with it.

Pollution

Pollution includes:

1. The contamination of the atmosphere or of any water, land or other tangible property by any pollutant (which shall include solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, odour, chemical, waste or disease carrying water droplet;
2. The ingestion or inhalation of any noxious substance or any pollutant by any person; and
3. Any outbreak of legionella.

In respect of 3 above, any such outbreak will be deemed by **Us** to be sudden, identifiable, unintended and unexpected.

Premises

Premises means the part of the Premises at the address or addresses specified in the **Statement of Fact** and described in the **Schedule** occupied by **You** for the purposes of the **Business.**

Products

Products means any item or thing manufactured, sold, supplied, processed, altered, treated, repaired, serviced, tested, installed, constructed, erected or transported by **You** or on **Your** behalf from or within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in the course of the **Business** and which is no longer in **Your** custody or control.

Property

Property means property which is both material and tangible.

Schedule

Schedule means that information attaching to and forming part of this **Policy**.

Statement of Fact

Statement of Fact means the proposal form or a statement of facts either in writing or provided electronically and any additional information supplied to **Us** by **You** or on **Your** behalf

Sum Insured

Sum Insured means the Sum Insured stated in the **Schedule.**

Territorial Limits

Territorial Limits includes:

1. Great Britain Northern Ireland the Isle of Man and the Channel Islands
2. any other member country of the European Community where **You,** an **Employee** or any person employed are temporarily engaged on **Your Business** provided such persons are normally resident in 1.
3. Elsewhere in the world in respect of temporary **Business** journeys by any person normally resident in 1. above provided the journey does not involve the performance or supervision of manual work.

Terrorism

Terrorism means 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.

You, Your, Yours

You, Your, Yours means the party or parties named in the **Schedule**, and at **Your** request includes:

1. any principal, landlord, lessor, hirer or any other party as may be required by contract;
2. any party for whom **You** are carrying out a contract away from **Your** own premises
3. any of **Your** directors or partners;
4. any **Employee**;
5. any officer or member of **Your** catering, social, sports or welfare organisations, first aid, fire, security or ambulance services;
6. **Your** executor in the event of the **Your** death;
7. any **Employee** or director or any accompanying spouse whilst overseas in the course of the **Business** and acting in a personal capacity;

but (other than in respect of 7.) only in respect of liability for which the party or parties named in the **Schedule** would have been entitled to indemnity under this insurance if the claim had been made directly against **You**.

Policy Conditions

Each section of the policy has conditions specific to that section and they must be read in conjunction with the following Policy Conditions which apply to all sections unless otherwise stated.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder will have full force and effect.

Alteration of Risk

We will not indemnify **You** under this policy if:

1. there has been any material alteration in the **Business** or in the occupancy or duties of **You** or **Your Employees** which increases the risk of **Damage** or **Bodily Injury;**
2. **Your** interest ceases unless this is brought about by will or operation of law; or
3. the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued

unless agreed by **Us** in writing.

Average

Where a **Sum insured** is subject to average if at the time of the **Damage** the **Sum Insured** is less than the actual value of the **Property You** will be considered as **Your** own insurer for the difference and bear a proportionate share of the loss.

Basis of Premium Calculation

The Premium is based on estimates provided by **You**.

You must tell **Us** as soon as practicable if this information changes and at **Our** discretion pay any extra premium which may be required.

Cancellation

1. If **You** decide **You** do not want to accept the **Policy** within 14 days of the policy start date **You** may cancel this **Policy** by giving notice in writing to **Your** insurance adviser at the address shown in their correspondence or to **Us** at the address shown in the **Policy** quoting **Your Policy** details.

   In this instance **We** will refund **Your** premium in full provided that there have been no claims made or any **Bodily Injury**, **Damage** or consequential loss which could give rise to a claim or circumstance which is likely to give rise to a loss or claim under this **Policy**.

2. **You** may cancel this **Policy** at any other time by giving notice in writing to **Your** insurance adviser at the address shown in their correspondence or to **Us** at the address shown in the **Schedule** quoting **Your Policy** details.

   If **You** cancel this **Policy You** may be entitled to a return of premium corresponding to the unexpired **Period of Insurance** provided that during the current **Period of Insurance** there have been no claims made or any **Bodily Injury**, **Damage** or consequential loss which could give rise to a claim or circumstance which is likely to give rise to a loss or claim under this **Policy**. Any return of premium will depend on the circumstances and **Our** standard short rate scale both of which could result in a nil return.

3. **We** may cancel this **Policy** by sending **You** 30 days written notice to **You** at **Your** last known address.

   In such event **You** will be entitled to the return of a proportionate amount of the premium corresponding to the unexpired **Period of Insurance** Provided that during the current **Period of Insurance** there have been no claims made or any **Bodily Injury**, **Damage** or consequential loss which could give rise to a claim or circumstance which is likely to give rise to a loss or claim under this **Policy**.

Contracts (Rights of Third Parties) Act 1999

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

Fraudulent Claims

You and anyone acting for **You** must not act in a fraudulent way.

If **You** or anyone acting for **You** knowingly

1. makes a fraudulent or exaggerated claim under **Your Policy**, or
2. makes a false statement in support of a claim (whether or not the claim itself is genuine), or

3. submits a false or forged document in support of a claim (whether or not the claim itself is genuine),

We may take one or more of the following actions

a. refuse to pay the claim

b. recover any sums **We** have already paid to **You** in relation to the claim

c. cancel the **Policy** from the date of the fraudulent act without any refund of premiums

d. make **Your Policy** void and keep the premium

e. share **Your** information, or that of anyone acting for **You**, with the police, fraud prevention agencies and the Insurance Fraud Register (IFR). This may affect **Your** future applications for insurance products.

For further information on how **Your** details will be used please visit the IFR website https://www.theifr.org.uk/

Duty of Fair Presentation

In deciding to accept this **Policy** and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect your **Policy** and any claim. For example, we may:

1. treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
2. amend the terms of **Your Policy**. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
3. reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
4. cancel your policy in accordance with the Cancellation condition below.

We or **Your** insurance broker will write to **You** if **We**:

1. intend to treat **Your Policy** as if it never existed; or
2. need to amend the terms of **Your Policy**.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** or **Your** broker as soon as practicable.

Interest Clause

The interests of third parties which **You** are required to include on this **Policy** under the terms of any mortgage, property lease or hiring, leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable.

Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this **Policy** will be conditions precedent to **Our** liability to make any payment under this **Policy**.

Other Insurance

Applicable to Sections 1 and 2:

If any claim covered under this **Policy** is also covered by any other policy (or would be but for the existence of this **Policy**) **We** will only indemnify **You** in respect of any excess beyond the amount which would be payable under such other insurance had this **Policy** not been effected.

Applicable to Sections 3 to 10:

1. Where the **Damage** or liability covered by Sections 3 to 10 of this **Policy** is also covered by another **Policy** (or would be but for the existence of this **Policy**) **We** will only pay a rateable share of the loss;
2. If the other insurance is subject to a condition of average and this **Policy** is not this **Policy** will become subject to the same condition of average; and
3. If the **Property** covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment **We** will make will be limited to the proportion of **Damage** as the **Sum Insured** bears to the value of theproperty.

Reasonable Precautions

You must:

1. maintain any **Premises**, machinery, plant and equipment in a satisfactory state of repair;
2. take all reasonable precautions to prevent:
    a. **Damage** to the **Property** insured;
    b. Loss, damage or **Bodily Injury** to any person;
3. take steps as soon as practicable to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances mayrequire;
4. comply with all relevant legal requirements, safety regulations and manufacturers recommendations and conduct the **Business** in a lawful manner.

Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your Policy** that **We** will not provide cover, or pay any claim or provide any benefit under **Your Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, or **Our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America and the sanctions laws of other territories to the extent they are applicable.

Subrogation

In the event of any payment under this **Policy** or the notification by **You** of any claim or any **Injury Damage** or consequential loss which would give rise to a claim or circumstance which is likely to give rise to a loss or claim **We** will be subrogated to all **Your** rights of recovery and **You** will execute all papers required and will do everything necessary to secure and preserve those rights including the execution of documents necessary to enable **Us** effectively to bring proceedings in **Your** name.

We agree not to exercise such rights against any company standing in the relationship to subsidiary or of subsidiary to parent to **You** or any company which is a subsidiary to **Your** own parent company (in each case as defined in the Companies Act or Companies (NI) Order current at the time the **Injury Damage** or consequential loss was incurred)

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

In respect of Sections 3 to 10 the following policy conditions are added:

Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without **Our** prior written consent.

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** or any section of this **Policy.**

Arbitration

Provided **We** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by:

1. an agreed arbitrator or if an arbitrator cannot be agreed; or
2. an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party.

You must not take legal action against **Us** over the dispute before the arbitrator has reached a decision.

Claims Conditions

The following Claims Conditions apply to this **Policy.**

In the event of any **Bodily Injury**, **Damage** or consequential loss which could give rise to a claim under this **Policy** **You** must:

1. Notify **Us** as soon as reasonably practicable and give **Us** all the assistance **We** may reasonably require
2. Notify **Us** by reporting the claim to the Claims Department, Cliverton, 15-17 Norwich Road, Fakenham, Norfolk, NR21 8AU. Telephone: **01328 857921**.
3. Notify **Us** as soon as **You** have knowledge of any prosecution inquest inquiry or civil proceedings which may result in a claim under this **Policy** and send written confirmation to **Us**
4. Pass to **Us** unanswered and as soon as practicable:
   a. every letter claim writ summons and process in connection with any claim.
   b. all communications from third parties in relation to any event which may result in a claim under this **Policy**
5. Carry out and permit to be taken any action that may be reasonably practicable to prevent or minimise any loss or interruption to the **Business** and to prevent any further **Damage** or **Bodily Injury**
6. Not admit or repudiate liability, nor make any offer, compromise, promise or payment without **Our** written consent
7. Retain unaltered and unrepaired anything in any way connected with the **Bodily Injury**, **Damage** or consequential loss for as long as **We** may reasonably require
8. Make available at **Your** expense any documents as may reasonably be required by **Us** for investigating or handling any claim
9. Provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter

We will be entitled at **Our** expense at any time to take over and conduct in **Your** name the defence investigation or settlement of any claim and to conduct an investigation into circumstances which may give rise to a claim and to receive at all times **Your** full co-operation for this purpose.

Discharge of Liability

We may pay at any time the **Limit of Indemnity** or any lesser amount for which any claim or claims can be settled after the deduction of any sum already paid and **We** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

General Exclusions

The following General Exclusions apply to all Sections of the **Policy** and all Clauses, Extensions and Endorsements unless otherwise stated.

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

1. Radioactive Contamination

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

1. Ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. The radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
3. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
4. The radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter.

   Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **You** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended.
5. Any chemical biological bio-chemical or electromagneticweapon

However this exclusion does not apply to:

A. losses arising from naturally occurring radioactive gases released from the earth such as Radon; and

B. Section 9 - Personal Accident of this **Policy**.

2. War, Government Action and Terrorism

1. **Bodily Injury** or **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or in connection with or arising from :

   a. "War" "Government Action" or **Terrorism**; and

   b. Civil Commotion in Northern Ireland;

   regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or in connection with or arising from "War" "Government Action" or **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
3. loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of **Terrorism.**

In respect of **Terrorism,** if **We** allege that by reason of this exclusion any loss damage cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You.**

However, this exclusion shall not apply to any circumstance where compulsory insurance of liability to any **Employee** is required by statute and there shall be no reduction in the **Limit of Indemnity** provided by this **Policy**.

For the purpose of this Exclusion the following Definitions apply:

"War" means war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

"Government Action" means martial law, confiscation, nationalisation, requisition, seizure or destruction of **Property** by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to "War"**.**

3. USA/Canadian Jurisdiction Exclusion

We will not indemnify **You** against liability in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.

The following exclusions apply to Sections 1 and 2

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

1. Cyber Liability

1. any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
   a. **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
   b. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

   regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of General Exclusion 4. III.
2. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. However, 1a of this exclusion shall not apply:
   a. to any circumstance where compulsory insurance of liability to any **Employee** is required by statute but the **Limit of Indemnity** shall be reduced to the minimum amount as required by law; and
   b. in respect of any actual or alleged liability for and/or arising out of:
      i. any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease);
      ii. any ensuing physical damage to or destruction of third party property; and
      iii. the cover provided by Section 1 – Extensions to Section 1 - F. Data Protection Act and Section 2 – Extensions to Section 2 – B. Data Protection Act.

The following exclusions apply to Sections 3 to 10

1. Sonic Bangs

Damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

2. Electronic Risks Exclusion

Damage caused by the electronic risks as set out below.

Cover excludes **Damage** to:

1. “Data” which shall include but shall not be limited to:
   a. **Damage** to or corruption of “Data” whether in whole or in part;
   b. Unauthorised appropriation of use of access to or modification of “Data”;
   c. Unauthorised transmission of “Data” to any third parties;
   d. **Damage** arising out of any misinterpretation use or misuse of “Data”; and
   e. **Damage** arising out of any operator error in respect of “Data”.
2. Any items insured arising directly or indirectly from:
   a. The transmission or impact of any “Virus”;
   b. Unauthorised access to a “System”;
   c. Interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication;
   d. “Failure of a System”; and
   e. Anything described in (1) above.

But in respect of (2)(a) (2)(b) (2)(c) and (2)(d) this shall not exclude subsequent **Damage** or loss resulting from subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

For the purpose of this Exclusion the following Definitions apply:

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

"Failure of a system" means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a "System" whether or not owned by **You** to operate at any time as desired as specified or as required in the circumstances of **Your** business activities.

"Microchip(s)" means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller.

"System(s)" includes computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

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

3. Date recognition exclusion

Any claim directly or indirectly arising from the failure or possible failure of any "Computer":

1. to correctly recognise any date as its true calendar date;
2. to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date; and
3. to save or correctly process any data on or after any date.

   But this shall not exclude subsequent **Damage** or consequential loss not otherwise excluded which itself results from an "Insurable event".

This exclusion does not apply to Section 9, Sub-Section B – Personal Accident (Assault) of the Business Money Section and the Personal Accident Section.

For the purpose of this Exclusion the following Definitions apply:

"Computer" means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

"Insurable event" means any of the insured perils specified in any section(s) of this policy insuring property excepting:

1. Accidental loss destruction or damage; and
2. causes excluded from these insurable events or perils.

4. Marine Policies

Damage to **Property** which at the time of happening of the **Damage** is insured by or would but for the existence of this **Policy** be insured by any Marine Policy or Policies except in respect of any **Excess** beyond the amount which would have been payable under the Marine Policy or Policies had this **Policy** not been effected.

5. Asbestos endorsement

A. This **Policy** only insures **Asbestos** physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the **Asbestos** which has been physically damaged during the period of insurance by one of these Listed Perils:

   Fire, Lightning, Explosion, Aircraft, Riot or Civil Commotion, Earthquake, Subterranean Fire, Storm or Flood, Escape of Water, Impact, Sprinkler Leakage, Subsidence.

   This coverage is subject to all limitations in the policy to which this endorsement is attached and in addition to each of the following specific limitations:

   1. The said building or structure must be insured under this **Policy** for **Damage** by a Listed Peril.
   2. The Listed Peril must be the immediate sole cause of the **Damage** to the **Asbestos**.
   3. **You** must report to **Us** the existence and cost of the **Damage** as soon as practicable after the Listed Peril first damaged the **Asbestos**. However this **Policy** does not cover any such **Damage** first reported to **Us** more than 12 (twelve) months after the expiration, or termination, of the **Period of Insurance**.
   4. This **Policy** shall not cover (whether for physical damage, business interruption, delay of repair or other consequential loss) in respect of:

a. wear and tear or inherent defect, quality or vice in or of any **Asbestos**;

b. any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment, management, repair, replacement or removal of any asbestos (damaged or otherwise); or

c. any **Asbestos** which the Listed Peril has not physically damaged.

B. Except as set forth in the foregoing Part A of this endorsement, this **Policy** does not cover **Asbestos** or any interest relating thereto.

6. Water table clause

This **Policy** does not cover destruction or **Damage** attributable solely to change in the water table level.

Section 1 Public and Products Liability

Sub Section A – Public Liability

What is Covered

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and** Expenses as a result of:

1. Accidental **Bodily Injury** to any person;
2. Accidental **Damage** to **Property**; and
3. Obstruction trespass nuisance or interference with any right of way air light or water or other easement

occurring within the **Territorial Limits** during the **Period of Insurance** and happening in the course of the **Business.**

Limit of Liability

Our liability under this sub-section for **Compensation** payable in respect of any one claim against **You** or series of claims against **You** arising out of one event will not exceed the **Limit of Indemnity** stated in the **Schedule**

In respect of any claims against **You** made within the legal jurisdiction of the United States of America or Canada or if an action is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world **Our** liability for **Compensation** and **Costs and Expenses** will not exceed the **Limit of Indemnity** stated in the **Schedule.**

What is Not Covered

We will not indemnify **You** in respect of:

1. **Damage** to any **Property** which belongs to **You** or is held in trust by **You** or borrowed, rented, leased or hired for use by **You** other than:
   a. Personal **Property** (including vehicles and their contents) of **Your** visitors, directors or **Employees;**
   b. Buildings or their contents temporarily occupied by **You** for the purpose of carrying out work in connection with the **Business;**
   c. Premises rented, hired, leased or lent to **You** except where the liability attaches solely because of a contract or agreement unless that legal liability would have attached to **You** in the absence of such agreement;
   d. Animals not owned by **You** in **Your** care, custody or control up to the limit stated in **Your Schedule**.
2. For **Damage** to that part of any **Property** upon which **You** or any **Employee** or servant or agent has been working where the **Damage** is a direct result of thatwork.
3. In respect of the ownership possession or use by **You** or on **Your** behalfof:
   a. any craft designed to travel in on or through water, air or space other than hand propelled watercraft less than 8 metres in length
   b. any mechanically propelled vehicle or mobile plant or trailer attached thereto which is required by any road traffic legislation to be the subject of compulsory insurance or other security other than
      i. while such vehicle or mobile plant is being used as a tool of trade (but not in respect of liability which is compulsorily insurable under road traffic legislation) on any site where **You** are undertaking work or at **Your** premises; and
      ii. in respect of the loading or unloading of such vehicle or mobile plant.
4. Liability caused by any **Products.**
5. liability arising directly or indirectly out of or in connection with “sexual abuse” or other abuse of any kind.

   For the purpose of this Exclusion "Sexual Abuse" is defined as an action deemed to be an offence under the provisions of the Sexual Offences Act 1956, Section 1 (1) of the Indecency with Children Act 1964, section 54 of the Criminal Law Act 1977, section 1 of the Protection of Children Act 1978 and all sections of the Sex Offenders Act 1977.
6. Liability caused by or arising from any services in, or on aircraft, airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Sub Section B – Products Liability

What is Covered

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of:

1. Accidental **Bodily Injury** to any person
2. Accidental **Damage** to material **Property**

occurring during the **Period of Insurance** and caused by the **Products** supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and in connection with the **Business**

Limit of Liability

Our liability under this section for damages payable in respect of any one claim against **You** or series of claims against **You** arising out of one event will not exceed the **Limit of Indemnity**.

Our aggregate liability under this sub section extension for all **Compensation** including **Costs and Expenses** during any one **Period of Insurance** will not exceed the **Limit of Indemnity** stated in the **Schedule**

What is Not Covered

We will not indemnify **You** in respect of:

1. Liability arising from any **Products** knowingly supplied or exported directly or indirectly to the United States of America (or any territory within its jurisdiction) or Canada;
2. Liability arising out of any **Products** supplied installed or incorporated in any craft designed to travel in or through air or space and which to **Your** knowledge was intended to be installed or incorporated in such craft;
3. For **Damage** to any **Products;**
4. the cost of removing, replacing, reinstating, rectifying, repairing recalling making refunds for such **Products** supplied under a separate previously completed contract.
5. Guaranteeing the performance of any **Products**;

Extensions to Section 1

The following Extensions apply to Section 1 subject to all other terms limitations exclusions and conditions of this section of this **Policy.**

A. Consumer Protection 1987 and Food Safety Act 1990

We will indemnify **You** in respect of **Costs and Expenses** incurred with **Our** written consent arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an offence committed or alleged to have been committed under Part 2 of the Consumer Protection Act 1987 or Part 2 of the Food Safety Act 1990, provided that:

1. **We** will have the conduct and control of all said proceedings and appeals;
2. **We** will not be liable for:
    1. fines and penalties of any kind;
    2. proceedings or appeals in respect of any deliberate act or omission by **You**;
    3. any **Costs and Expenses** insured by any other policy.

Our maximum liability including all **Cost and Expenses** under this Extension in respect of all claims occurring during any one **Period of Insurance** will not exceed £1,000,000 which is part of and not in addition to the **Limit of Indemnity.**

B. Contingent Motor Liability

We will indemnify **You** in respect of liability arising out of the use of any motor vehicle by any **Employee** in connection with the **Business**

Provided that **We** will not be liable for:

1. any loss of or damage to the vehicle or the goods carried in or on the vehicle;
2. any **Bodily Injury** or loss of or damage to tangible property caused:
    a. by any motor vehicle owned or provided by **You**;
    b. by any motor vehicle being driven by any person with the general consent of **You** or **Your** representative who to **Your** or **Your** representative's knowledge does not hold a licence to drive such vehicle;
    c. outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
3. any liability for which **You** are entitled to indemnity under any other policy of insurance.

C. Court Attendance

In the event of any of **Your** directors, partners, officers or **Employees** attending court as a witness in connection with a claim in respect of which **You** are entitled to indemnity under this **Policy We** will pay **You** the following rates per day for each day on which attendance is required:

1. **You** or any Director or Partner £500;
2. any **Employee** £250.

D. Cross Liabilities

If there is more than one person or company specified in the **Schedule** this section will apply separately to each one as if a separate **Policy** had been issued to each Provided That **Our** total liability does not exceed the **Limit of Indemnity** stated in this section of the **Schedule.**

E. Data Protection Act

We will indemnify **You** against all sums which **You** become legally liable to pay as damages for loss of or damage to to any data subject arising from any breach or alleged breach of personal data as defined under Article 82 of the General Data Protection Regulation (GDPR) or Section 168 or 169 of the Data Protection Act 2018 (damages for contravention of the data protection legislation) or any amending or replacing legislation but **We** will not indemnify **You** for:

1. the payment of fines or penalties;
2. the cost of replacing, reinstating, rectifying or erasing any personal data.

Our maximum liability including all **Cost and Expenses** under this Extension in respect of all claims occurring during any one **Period of Insurance** will not exceed £250,000 which is part of and not in addition to the **Limit of Indemnity**.

F. Defective Premises Act

We will indemnify **You** in respect of liability arising out of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **Business** Premises which have been disposed of by **You** provided that:

1. **You** are not entitled to indemnity under any other insurance;
2. **We** will not be liable for the cost of repairing, replacing, remedying or reinstating any defect or alleged defect in any **Business** premises disposed of by **You**.

G. Health and Safety at Work

We will indemnify **You** in respect of **Costs and Expenses** incurred with **Our** written consent arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an offence committed or alleged to have been committed under Part 1 of the United Kingdom Health and Safety at Work Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Provided that:

1. the proceedings relate to the health and safety or welfare of persons other than **Employees**;
2. **We** will not be liable for:
    a. any fines or penalties of any kind;
    b. any **Costs and Expenses** insured by any other policy;
    c. proceedings or appeals in respect of any deliberate act or omission by **You**;
    d. proceedings or appeals in respect of any activity or risk excluded from this **Policy**; and
    e. fees for intervention raised or payable under any Health and Safety laws or regulations.

Our maximum liability including all **Cost and Expenses** under this Extension in respect of all claims occurring during any one **Period of Insurance** will not exceed £1,000,000 which is part of and not in addition to the **Limit of Indemnity**.

Exclusions to Section 1

The following Exclusions apply to all Sections of the **Policy** and all clauses, exclusions, extensions, conditions and endorsements unless otherwise stated.

We will not indemnify **You** in respect of:

1. any amount of **Excess** shown in the **Schedule**.

2. **Bodily Injury** to any **Employee** arising out of and in the course of employment with **You**.

3. professional advice, instruction, consultancy, inspection, certification, testing, treatment, design, formula or specification performed or provided by **You** or on **Your** behalf for a fee or in circumstances where a fee would normally be charged.

4. treatment or the dispensing of medicines or drugs provided that this exclusion does not apply to any first aid treatment by **You** or any **Employee**.

5. liability assumed under any contract or agreement other than that which would have been indemnified under this section but for the existence of such agreement or contract.

6. fines, penalties, liquidated damages or punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

7. **Pollution**:
   a. occurring in the United States of America (or any territory within its jurisdiction) or Canada;
   b. elsewhere other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance** Subject Always to **Our** maximum liability for damages (including interest thereon) including **Costs and Expenses** not exceeding in the aggregate the **Limit of Indemnity**.

8. liability arising from:
   a. exposure to, inhalation or ingestion of, fears of the consequences of exposure to or inhalation of **Asbestos**;
   b. the costs or expenses directly or indirectly incurred by anyone in investigating, repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of **Asbestos** including any product containing **Asbestos**.

Conditions to Section 1

The following Conditions apply to all Sections of the **Policy** and all clauses, exclusions, extensions, conditions and endorsements unless otherwise stated.

DBS Check

It is a condition precedent to liability that all **Employees** working with children or vulnerable persons have undergone a satisfactory Disclosure & Barring Service check where **You** are required to do so under the Police Act 1997 (Criminal Records) Regulations (or a PVG check if required by the Protection of Vulnerable Groups (Scotland) Act).

Section 2 - Employers' Liability

What is Covered

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of **Bodily Injury** sustained within the **Territorial Limits** during the **Period of Insurance** by any **Employee** arising out of their employment by **You** in the course of the **Business.**

Limit of Liability

Our liability under this Section for **Compensation** and **Costs and Expenses** payable in respect of any one claim against **You** or series of claims against **You** arising out of one event will not exceed the **Limit of Indemnity.**

What is not Covered

We will not be liable for **Bodily Injury** to an **Employee** if at the relevant time the **Employee** is

1. travelling as a passenger in or on a motor vehicle; or
2. entering getting on to or alighting from a vehicle

in circumstances where compulsory insurance or security in respect of the vehicle is required by relevant road traffic legislation (or would be required but for specific statutory Exclusion applicable to **You**) and such **Employee** is not acting in the capacity of the driver of the vehicle.

Right of Recovery

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain Northern Ireland the Channel Islands or the Isle of Man but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Extensions to Section 2

The following Extensions apply subject to all other terms limitations exclusions and conditions of this section of this **Policy.**

A. Court Attendance

In the event of any of **Your** directors, partners, officers or **Employees** attending court as a witness in connection with a claim in respect of which **You** are entitled to indemnity under this **Policy We** will pay **You** the following rates per day for each day on which attendance is required:

1. **You** or any Director or Partner £500;
2. any **Employee** £250.

B. Data Protection Act

We will indemnify **You** against all sums which **You** become legally liable to pay as damages for loss of or damage to to any data subject arising from any breach or alleged breach of personal data as defined under Article 82 of the General Data Protection Regulation (GDPR) or Section 168 or 169 of the Data Protection Act 2018 (damages for contravention of the data protection legislation) or any amending or replacing legislation but **We** will not indemnify **You** for:

1. the payment of fines or penalties;
2. the cost of replacing, reinstating, rectifying or erasing any personal data.

Our maximum liability including all **Cost and Expenses** under this Extension in respect of all claims occurring during any one **Period of Insurance** will not exceed £250,000 which is part of and not in addition to the **Limit of Indemnity**.

C. Health and Safety at Work

We will indemnify **You** in respect of **Costs and Expenses** incurred with **Our** written consent arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an offence committed or alleged to have been committed under Part 1 of the United Kingdom Health and Safety at Work Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Provided that:

1. the proceedings relate to the health and safety or welfare of persons other than **Employees**;
2. **We** will not be liable for:
    a. any fines or penalties of any kind;
    b. any **Costs and Expenses** insured by any other policy;

c. proceedings or appeals in respect of any deliberate act or omission by **You**;
d. proceedings or appeals in respect of any activity or risk excluded from this **Policy**;
e. fees for intervention raised or payable under any Health and Safety laws or regulations.

D. Unsatisfied Court Judgements

In the event of **Bodily Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business** which results in a judgement for damages being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement **We** will at **Your** request pay to the **Employee** or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that:

1. the judgement for Compensation is obtained in a court of law within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man against a company partnership or individual other than **You** conducting **Business** at or from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man;
2. there is no appeal outstanding;
3. this judgement relates to **Bodily Injury** which would otherwise be within the terms of the **Policy**.

If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** will assign the judgement to **Us**.

Our maximum liability including all **Cost and Expenses** under this Extension in respect of all claims occurring during any one **Period of Insurance** will not exceed £1,000,000 which is part of and not in addition to the **Limit of Indemnity**.

Section 3 - Property Damage

Definitions

Refer to the **Policy** Definitions on pages 6 to 9.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Buildings

Buildings means the buildings at the **Premises** including -

1. landlord's fixtures and fittings
2. outbuildings storage tanks walls gates and fences
3. piping ducting cables wires and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility
4. aerials and satellite dishes fixed to the buildings
5. the following items fixed to the buildings
   a. wind turbines less than 10kW generating capacity
   b. solar panels less than 50kW generating capacity
   c. photovoltaic panels less than 50kW generating capacity

   up to £20,000 in the aggregate in any one period of insurance
6. yards car parks roads and pavements
7. artificial playing surfaces tennis courts swimming pools and associated apparatus

Excluding

A. Bridges dams land piers jetties culverts excavations and marquees
B. natural or artificial
   i. water courses
   ii. confines of any body of standing water including but not limited to
      1. dams reservoirs culverts canals moats rivers and lakes
      2. any man-made elements attaching to or forming part of such structures
C. Property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure

unless more specifically mentioned in the schedule to this policy

Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients

Electronic Business Machines Computers and Software

Electronic Business Machines Computers and Software means that which belongs to **You** or for which **You** are responsible, including up to an amount not exceeding £25,000 for computer system records but only for the value of the material together with the cost of the clerical labour and computer time expended in reproducing such records excluding any expenses in connection with the production of information to be receded therein and the value to **You** of the information contained therein.

Plant Machinery Trade Fixtures and Fittings

Plant Machinery Trade Fixtures and Fittings means the property described below all belonging to **You** or held by **You** in trust for which **You** are responsible but excluding any property more specifically insured:

1. Machinery plant fixtures fittings and other trade equipment;
2. All office equipment other than **Electronic Business Machines Computers and Software** and other contents;
3. Documents manuscripts and **Business** books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein;
4. Patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement;
5. Directors partners visitors and **Employees** personal effects in so far as they are not otherwise insured including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £500 any one person but any cover granted by this insurance for **Damage** by theft will not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment mobile telephones cameras money and securities of any description;
6. Wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding £250 in

total in respect of **Damage** by theft (if insured); and

7. To the extent that they are not otherwise insured motor vehicles, motor chassis and their contents.

Portable Hand Tools

Portable Hand Tools means the property of **You** and/or **Your Employees** for which **You** have accepted responsibility and not more specifically insured.

Provided that:

1. the maximum value any one tool will not exceed £2,500; and
2. **Our** maximum liability will not exceed the amount stated in the **Schedule.**

Rent

Rent means the money paid or payable to **You** in respect of accommodation and services provided at the **Premises.**

Stock in Trade

Stock in Trade means stock and materials in trade work in progress and finished goods all owned by **You** or held by **You** in trust for which **You are** responsible.

Tenants Improvements

Tenants Improvements means structural fixtures and fittings arid decorations belonging to **You** as occupier of the **Premises.**

What is Covered

We will indemnify **You** against **Damage** caused by any of the Insured Perils to the **Property** described in the **Schedule** happening at the **Premises** during the **Period of Insurance** up to the **Sum Insured** shown in the **Schedule** subject to the deduction of any **Excess** and/or any Voluntary **Excess**

The **Sum Insured** under each item is separately subject to **Average.**

Limitation

The maximum amount **We** will pay under this Section during any one **Period of Insurance** will not exceed:

1. the **Sum Insured** on each item;
2. the **Total Sum Insured**; or
3. any other maximum amount payable or **Limit of Liability.**

Insured Perils

The following perils are effective only if shown in **Your Schedule.**

1. Fire

Fire excluding **Damage** caused by:

a. explosion resulting from fire;

b. earthquake or subterranean fire;

c. its own spontaneous fermentation or heating; and

d. its undergoing any process involving the application of heat.

2. Lightning

3. Explosion

Explosion excluding **Damage:**

1. caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to **You or** under **Your** control where its internal pressure is due to steam only; and
2. to any boiler economiser or other vessel machine or apparatus or its contents resulting from the explosion thereof but this will not exclude **Damage** caused by explosion of any boiler or gas appliance used for domestic purposes only.

4. Aircraft

Aircraft and/or other aerial devices and/or articles dropped therefrom.

5. Earthquake,

Earthquake, Subterranean Fire

6. Riot, Civil Commotion

Riot, Civil Commotion, Strikers, Locked Out Workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding **Damage:**

1. resulting from the cessation of work; and
2. resulting from confiscation or destruction or requisition by order of any government, municipal local or customs authority.

7. Malicious Persons

Malicious Persons not acting on behalf of or in connection with any political organisation excluding **Damage**:

1. resulting from the cessation of work;
2. resulting from confiscation or destruction or requisition by order of any government, municipal local or customs authority;
3. caused by Theft;
4. when the **Premises** are **Empty or Disused**.

8. Theft

Theft or attempted theft involving:

1. entry to or exit from the **Building** at the **Premises** by forcible and violent means;
2. violence or threat of violence to **You** or any director partner or **Employee** or their families excluding **Damage** in respect of**:**
    a. any loss from any structure which is incapable of being locked;
    b. **Property** in the open;
    c. **Stock in Trade** at Exhibitions that is not contained in an indoor exhibition hall which is locked and/or guarded outside exhibition **Business Hours;**
    d. **Property** insured in any portion of the **Premises** which is **Empty or Disused;**
    e. any dishonest or fraudulent action by **You Your** partners directors or **Employees** or any person lawfully on the **Premises;**
    f. any jewellery precious metals stones or articles composed from them, money, works of art, curiosities, rare books, bullion or furs unless specifically mentioned in the Schedule as being insured.

9. Storm

Storm, Tempest and Falling Trees excluding **Damage:**

1. caused by the escape of water from the normal confines of any natural or artificial water course lake reservoir river canal or dam
2. caused by inundation from the sea whether resulting from storm or otherwise
3. caused by frost subsidence ground heave or landslip
4. attributable solely to change in the water table level
5. to fences gates and moveable property in the open or in open sided buildings

10. Flood

Flood excluding **Damage.**

1. caused by Storm or Tempest;
2. caused by the escape of water from any tank apparatus or pipe;
3. caused by frost subsidence ground heave or landslip;
4. attributable solely to change in the water table level; and
5. to fences gates and moveable property in the open or in open sided buildings.

11. Escape of Water

Escape of Water from any tank, apparatus or pipe or escape of oil from any fixed oil-fired heating installation excluding Damage:

1. caused by water discharged or leaking from any automatic sprinkler installation;
2. when the **Premises** are **Empty or Disused**; and
3. arising from the gradual emission or seepage from any fixed oil heating installation.

12. Impact

Impact by falling trees or boughs, any animal or road vehicle or the collapse or breakage of television or radio receiving aerials or satellite dishes excluding **Damage** caused by felling lopping or pruning and **Damage** to fences and gates.

13. Accidental Discharge or Leakage of Water

Accidental Discharge or Leakage of Water from any Automatic Sprinkler Installation fitted in the **Premises** excluding **Damage** caused by or attributable to:

1. Explosion earthquake subterranean fire or heat caused by fire;
2. freezing when the **Premises** in so far as it is in **Your** ownership or tenancy are **Empty or Disused;**
3. repairs alterations or extensions to the **Buildings** and/or sprinkler installations; and
4. defects in construction nor condition of which **You** areaware.

14. Accidental Damage

Accidental Damage excluding:

1. **Damage** caused by or specifically excluded from any of the Insured Perils 1-13 whether covered or not;
2. **Damage** caused by theft or any attempt threat not involving:
   a. entry to or exit from the Building at the **Premises** by forcible and violent means; and
   b. violence or threat of violence to **You** or any director partner or **Employee** or their families.
3. **Damage** caused by or consisting of:
   a. wear and tear, inherent vice, latent defect, gradual deterioration, faulty or defective design or materials, change in water table level, frost;
   b. faulty or defective workmanship, operational error or omission by **You Your** partners directors or **Employees** or any contracted consultant; and
   c. the bursting by steam pressure of a boiler (not being a boiler used only for domestic purposes) economiser or other vessel machine or apparatus in which the internal pressure is due to steam only and belonging to **You** or under **Your** control.

   BUT this does not exclude the subsequent **Damage** which results from a cause not otherwise excluded.
4. **Damage** caused by or consisting of:
   a. corrosion rust wet or dry rot shrinkage evaporation leakage loss of weight dampness contamination fermentation dryness bruising marring scratching vermin or insects moths;
   b. mould or toxic mould;
   c. change in temperature colour flavour texture or finish action of light or atmosphere;
   d. joint leakage failure of welds cracking fracturing collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection therewith; and
   e. mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which such breakdown or derangement originates.

   BUT this shall not exclude:
   i. such **Damage** not otherwise excluded which itself results from any other Accidental Damage; and
   ii. any subsequent **Damage** which itself results from a cause not otherwise excluded.
5. **Damage** caused by or consisting of:
   a. subsidence ground heave or landslip;
   b. normal settlement or bedding down of new structures or extensions;
   c. acts of fraud or dishonesty;
   d. disappearance unexplained or inventory shortage misfiling or misplacing of information;
   e. electrical or magnetic **Accidental Personal Injury** disturbance or erasure of electronic records; and
   f. cessation of work.

6. **Damage** to **Property** resulting from its undergoing any process of:
    a. cleaning dyeing restoring adjusting or repairing;
    b. production; and
    c. packing treatment testing commissioning service or repair.
7. **Damage** or destruction of any Building or structure caused by its own collapse or cracking;
8. **Damage** when the **Premises** are **Empty or Disused;**
9. **Damage** attributable solely to change in the water table level;
10. **Damage** to fences gates and moveable property in the open or open sided buildings caused by wind, rain, hail, sleet, snow or dust;
11. **Damage** arising during installation maintenance removal or use contrary to the manufacturer's instructions or interference with any component part;
12. **Damage** in respect of:
    a. jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art;
    b. Property in transit;
    c. glass, sanitary ware, china, earthenware, marble or other fragile or brittle articles;
    d. **Money, Non Negotiable Money**, cheques, stamps, credit cards, bonds or securities of any description; and
    e. livestock growing crops or trees Unless specifically mentioned in the **Schedule.**
13. **Damage** to:
    a. Vehicles licensed of road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft;
    b. Property or structures in course of construction or erection and materials or supplies in connection with all such property or structures in course of construction or erection; and
    c. land, roads, piers, jetties, bridges, culverts or excavations unless specifically mentioned in the **Schedule.**
14. **Damage** occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

What is Not Covered

We will not be liable under this Section for:

1. Delay, loss of market, loss of use, monetary devaluation or consequential loss of any kind or description except loss of rent when such loss is insured by this Section;
2. any **Property** more specifically insured by **You** or on **Your** behalf;
3. **Property** let out on hire;
4. **Damage** to that portion of any item caused by its own self ignition;
5. **Damage** resulting from **You** voluntarily parting with title or possession of any **Property** or rights to **Property**;
6. showcases automatic or vending machines or their contents situate outside the buildings of the **Premises** unless specifically mentioned in the **Schedule**;
7. **Damage** caused by pollution or contamination but this shall not exclude **Damage**
    a. to the property insured caused by pollution or contamination which itself results from an insured peril other than Accidental Damage
    b. to the property insured caused by any of the Insured Perils other than Accidental Damage which itself results from pollution or contamination
    c. as insured under the Section 3 Extension Loss of Metered Water or Heating Oil

Extensions to Section 3

The insurance provided by this Section is extended to include the following subject to all other terms conditions limitations and exceptions of this Policy

A. Annexes

Any **Property** comprising of:

1. annexes conveniences and external hoists gangways and staircases

2. extensions communicating with any of the buildings within described
3. sub-stations

are insured under the respective items applying to the property to which such **property** is attached or belongs

B. Capital Additions

The insurance by this Section on buildings and contents extends to include:

1. alterations additions and improvements to such property; and
2. any newly acquired and/or newly erected buildings or buildings in the course of erection anywhere in the Great Britain, Northern Ireland the Isle of Man or the Channel Islands.

We will not be liable under this extension for:

1. any **Property** for which any contractor is responsible for;
2. any **Property** otherwise insured; and
3. any loss due to appreciation in value.

Special Conditions applicable to this Extension

1. **Our** maximum liability under this extension in respect of any one **Premises** will not exceed 10% of the Sum insured under the relevant item or £250,000 in the aggregate whichever is the lesser; and
2. **You** provide full particulars of such extension in cover as soon as practicable and to pay the additional premium required from its inception date.

C. Professional Fees

The insurance by each item on Buildings and Contents (excluding Stock in Trade) includes an amount for architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement or repair of the property consequent on its **Damage** but not for preparing any claim.

The total amount **We** will pay under this Extension and the Section for any Item will not exceed its Sum Insured (or Declared Value) or Limit of Liability.

D. Contract Sale Price

In the event that a contract for the sale of goods (not yet delivered) is cancelled following **Damage** to the goods by reason of conditions attaching to the contract then **We** will pay the contract price for the goods which have suffered **Damage.**

Any calculation for the purposes of **Average** will be on the basis of the contract price for all goods sold but not delivered whether suffering **Damage** or not.

E. Contracting Purchasers Interest

If at the time of **Damage You** have contracted to sell the interest in any building insured and the purchase is subsequently completed the purchaser on completion of the purchase will subject to the building being not otherwise insured by or on behalf of the purchaser be entitled to benefit under this section so far as it relates to such **Damage** without prejudice to **Our** or **Your** rights and liabilities under this Section until the date of completion.

F. Damage by Emergency Services

The insurance by this Section extends to cover the additional costs of restoring any **Damage** caused to landscaped gardens and grounds by the Emergency Services in attending the **Premises** as a result of the operation of any Insured Peril insured under this Section.

The maximum amount **We** will pay under this extension in respect of any one claim is £10,000.

G. Debris Removal and Machinery Re-erection Costs

The insurance by each item of **Property** (Buildings and Contents) includes the reasonable costs and expenses necessarily incurred by **You** with **Our** written consent in

1. removing debris from the **Premises** and the area immediately adjacent thereto
2. dismantling and/or demolishing, shoring up or propping
3. re-erecting fitting and fixing (in respect of **Plant Machinery** Trade Fixtures and Fittings)

the portions of the **Property** insured as a result of **Damage** insured by this Section

The maximum amount **We** will pay under this extension for any Item will not exceed its **Sum Insured** (or declared value) or Limit of Liability.

H. Drain Clearance

The insurance by this Section extends to cover expenses necessarily and reasonably incurred in cleaning, clearing and/or repairing drains, gutters, sewers and the like for which **You** are responsible in consequence of **Damage** by any of the Insured Perils insured against at the **Premises**.

I. European Union and Public Authorities

Following **Damage** as insured under this Section to each item under Buildings and Contents (excluding Stock in Trade) **We** will pay the additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of European Community Legislation, regulations under Acts of Parliament or local authority byelaws

Provided that:

1. **You** receive the notice to comply after the **Damage** occurs;
2. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case completed within twelve months of the date of the **Damage** or within such further time as **We** may allow and agree in writing (during the said twelve months); and
3. The work may be carried out upon another site Of the stipulations so necessitate) subject to **Our** liability under this Extension not being increased.

We will not be liable under this extension for:

1. Any costs incurred:
    a. In respect of **Damage** not insured by this Section;
    b. in respect of **Damage** occurring prior to the granting of this Extension;
    c. Under which notice has been served upon **You** prior to the happening of the **Damage;**
    d. For which there is an existing requirement which has to be implemented within a given period; and
    e. Associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulations or bye-laws.
2. The additional cost that would have been required to make good the Property insured destroyed or **Damage**d to a condition equal to its condition when new had the necessity to comply with the- stipulations and/or regulations not arisen; and
3. The amount of any charge or assessment arising out of capital appreciation fallowing compliance with the stipulations and/or regulations.

Special Conditions applicable to this Extension:

1. If **Our** liability under any item of this Section apart from this Extension is reduced by the application of any terms and/or conditions of the **Policy** then **Our** liability will be reduced in like proportion;
2. The total amount recoverable under any item of this Section shall not exceed:
    a. 15% of the **Sum Insured** or **Limit of Liability**;
    b. Where the **Sum Insured** by the item applies to **Property** at more than one **Premises** then 15% of the total amount **We** would have been liable to pay had the Property insured at the **Premises** where the **Damage** has occurred been wholly destroyed; or
    c. in respect of undamaged or undamaged portions of Property insured (other than foundations) 15% of the total amount for which **We** would have been liable had the **Property** been wholly destroyed

J. Exhibitions

The insurance by this Section is extended to include **Property** (including Stock in Trade) whilst at any Exhibition within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The maximum amount **We** will pay under this extension in respect of any one claim is £5,000.

K. Fire Extinguishing Expenses

As a result of **Damage** as insured by this Section **We** will pay the additional costs reasonably incurred by **You** in refilling, recharging or replacing portable fire extinguishing appliances, replacing used sprinkler heads and refilling sprinkler tanks.

The maximum amount **We** will pay under this extension in respect of any one claim is £10,000.

L. Lock Replacement

We will pay the reasonable cost of replacing safe, strongroom, external door and window locks at the **Premises** following the Theft (as insured herein) of keys from the **Premises**, from **Your** home or the home of any partner director or **Employee**.

Provided that the keys to any safe or strongroom are:

1. removed from the **Premises** overnight; and
2. kept in a secure place away from the safe or strongroom when **You** or an **Employee** occupies the **Premises.**

The maximum amount **We** will pay under this extension in respect of any one claim is £2,500.

M. Loss of Metered Water or Heating Oil

We will pay the additional meter water or heating oil charges incurred by **You** as a result of water or heating oil being accidentally discharged from a fixed metered water or oil fired heating installation providing service to the **Premises.**

The maximum amount **We** will pay under this extension in respect of any one claim is £2,500.

We will not be liable under this extension for

1. The first £250 of any loss;
2. Any loss not discovered within 180 days; and
3. Any loss occurring whilst the **Premises** are **Empty or Disused.**

N. Mortgagors Freeholders and Lessors

The act or neglect of any mortgagor leaseholder lessee or occupier of any building hereby insured whereby the risk of **Damage** is increased without the knowledge of any mortgagee freeholder or lessor will not be prejudice the interest of the latter parties in this insurance provided they notify **Us** immediately on becoming aware of such increased risk and pay any additional premium if required.

O. Non Invalidation

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

P. Other interests

The interests of third parties which **You** are required to include herein under the terms of any mortgage, property lease, hiring lease or hire purchase agreement are automatically noted in this insurance the nature and extent of such interest to be disclosed in the event of **Damage.**

Q. Rent

The insurance on rent applies only if any Buildings or any part thereof are unfit for occupation in consequence of **Damage** thereto but the amount payable will not exceed such proportion of the **Sum** Insured on Rent as the period necessary for reinstatement bears to the term of rent insured.

R. Signs Nameplates and Lamps

The insurance by this Section is extended to include **Damage** to Signs, Nameplates and Lamps used in connection with the **Business** at the **Premises**.

The maximum amount **We** will pay under this Extension in respect of any one item will not exceed £2,500.

S. Temporary Removal

The insurance by this Section is extended to include **Damage:**

1. to **Property** other than **Stock in Trade** whilst temporarily removed from the **Premises** for cleaning renovation repair or similar purposes to any other **Premises** within the Great Britain Northern Ireland the Isle of Man or the Channel islands including transit thereto and therefrom; and
2. where an item includes Documents manuscripts and **Business** books such Documents manuscripts and **Business** books whilst temporarily removed to any **Premises** not in **Your** occupation within the Great Britain Northern Ireland the Isle of Man or the Channel Islands including transit thereto and therefrom.

The maximum amount **We** will pay under this extension in respect of any one claim is 10% of the **Sum insured** for each item and in respect of Documents manuscripts and Business books 10% of the total value thereof.

We will not be liable under this extension for:

1. **Property** more specifically insured; and
2. **Property** insured removed for a period greater than 90 days unless otherwise agreed by **Us** in writing.

T. Temporary Removal between Premises

The insurance by this Section is extended to include Property including Stock in Trade -transferred between **Premises** described in the **Schedule** including transit thereto and therefrom

Provided that the maximum amount **We** will pay under this extension does not exceed the amount which would have been recoverable had the **Damage** occurred at the **Premises** from which the **Property** is transferred or £50,000 whichever is the lesser in respect of such transfers at any one time.

U. Theft Damage to Buildings

We will pay the cost of repair fallowing **Damage** by theft or any attempt thereat to the buildings at the **Premises** (whether the buildings are insured or not) if **You are** responsible for the repairs and the **Damage** is not otherwise insured.

V. Trace and Access

We will pay the reasonable costs incurred by **You** and agreed by **Us** in locating the source and subsequent making good loss or **Damage** resulting from:

1. the escape of water from any tank apparatus orpipe
2. accidental **Damage** to cables underground pipes drains serving the**Premises**

The maximum amount We will pay under this Extension in respect of any one claim and in the aggregate in any one Period of Insurance is £10,000.

W. Underground Services

We will pay the cost of repair following Accidental **Damage** for which **You** are legally liable to cables underground pipes and drains (including their relevant inspection covers) supplying services to and carry waste from the **Premises** to the point of junction with public supply lines mains and sewers.

The maximum amount **We** will pay under this extension in respect of any one claim is £10,000.

We will not be liable under this extension for:

1. The costs of maintenance; and
2. **Damage** caused by:
    a. rust, corrosion, gradual deterioration, rot or fungus, vermin, insects, atmospheric or climatic conditions or other wear and tear;
    b. normal settlement or shrinkage; and
    c. faulty workmanship, defective design or use of defective materials.

X. Workmen

Workmen are allowed in or about any of the **Premises** described in the **Schedule** for the purposes of carrying out minor alterations repairs decoration and any maintenance without prejudice to this **Policy.**

Y. Customer's Goods

If **You** have intimated to **Your** Customers that **You** will accept responsibility for destruction or Damage by fire to Goods the property of such Customers or for which the said Customers may be legally responsible whether manufactured by them or not; upon which work is or is to be done on behalf of Customers or which may be left in **Your** hands for storage or despatch or otherwise temporarily in **Your** custody it is hereby declared and agreed that all such goods in said buildings shall be held to be insured by the Item of this **Policy** covering Stock in Trade except insofar as they shall be more specifically otherwise insured.

Conditions to Section 3

The following Conditions apply to this Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy.**

A. Average

If the **Sum Insured** at the time of the **Damage is** less than the actual value of the Property **You** will be **Your** own insurer for the difference and bear a rateable share of the loss accordingly.

B. Automatic Reinstatement

In the event of **Damage** under this Section **We** will unless there is written notice by **You** or **Us** to the contrary automatically reinstate the **Sum Insured**.

Provided that:

1. **You** undertake to pay the appropriate additionalpremium; and
2. **You** will take immediate steps to carry out any alterations to the protections at the **Premises** which **We** may require.

C. Basis of Claim Settlement - Other than Stock in Trade

Following **Damage** to property other than **Stock in Trade** under this Section by any of the Insured Perils the basis upon which the amount payable hereunder is calculated will be the “reinstatement” of the property lost or damaged.

For this purpose "reinstatement" means:

1. the rebuilding or replacement of Property lost or destroyed which Provided That **Our** liability is not increased may be carried out:
    a. in any manner suitable to **Your** requirements; and
    b. upon another site.
2. the repair or restoration of property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions

1. **Our** liability for the repair or restoration of the property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed;
2. if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by any item subject to this clause exceeds its Sum Insured at the commencement of any **Damage Our** liability will not exceed that proportion of the amount of the **Damage** which the said **Sum** Insured shall bear to the sum representing the total cost of reinstating the whole of such **Property at** that time;
3. no payment beyond the amount which would have been payable in the absence of this Clause shall be made:
    a. unless reinstatement commences and proceeds;
    b. without unreasonable delay;
    c. until the cost of reinstatement shall have been actually incurred; and
    d. if the Property insured at the time of its **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.
4. all the terms and conditions of the **Policy** shall apply:
    a. in respect of any claim payable under the provisions of the Clause except in so far as they are varied hereby; and
    b. where claims are payable as if this Clause had not been incorporated.
5. When **We** decide or are required to reinstate or replace any Property insured **You** will at **Your** own expense provide all such plans, documents, books and information as may reasonably be required; and
6. **We** will not be obliged to reinstate property insured exactly but only in a satisfactory manner as circumstances allow.

D. Basis of Claims Settlement - Stock in Trade

Following **Damage** to **Stock in Trade** under this Section by any of the Insured Perils **We** will pay **You** the value of the Property at the time of such **Damage** or at **Our** option reinstate or replace the **Property** or any part thereof.

Provided that if the **Sum Insured** at the time of the **Damage** is less than 85% of the full cost of replacement at the current prices then **Our** liability will be limited to that proportion of the **Damage** which the Sum Insured bears to the value of the Property insured.

E. Change of Occupancy

You must tell **Us** as soon as practicable if:

1. Any building becomes **Empty or Disused**; and
2. Any building stated in the **Schedule** as **Empty or Disused** or any part of it becomes occupied.

F. Construction heating and occupation of the buildings

Unless otherwise stated in the **Schedule** the **Premises** are:

1. occupied by **You** for the sole purpose of the **Business** and otherwise only as a private dwelling;
2. constructed of brick stone or concrete;
3. roofed with slates tiles concrete metal or other non-combustible materials; and
4. heated by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open, overhead gas or electrical appliances, gas or electric fires in offices only.

G. Designation

For the purposes of determining where necessary the item or column heading under which any Property is insured **We** agree to accept the designation under which such Property has been entered in **Your** books or **Business** records.

H. Fire Break Doors and Shutters

It is a condition precedent to liability for **Damage** by Fire that, where fitted, all fire break doors and shutters:

1. be kept closed except during **Business Hours**; and
2. be maintained and kept in efficient workingorder.

I. Fire Extinguishment - Other Appliances

It is a condition precedent to liability that in respect of all fire extinguishing appliances required by **Us** to be installed on the **Premises You:**

1. Inspect the appliances in accordance with the manufacturer/installers instructions for the purpose of ascertaining they are in proper working order;
2. Maintain during the currency of this **Policy** a maintenance contract providing for an annual inspection with an installer or supplier of approved equipment; and
3. Remedy promptly any defect whether disclosed by such inspections orotherwise.

Subject to the observance of this condition this Section will not be invalidated by any defect in any of the said appliances due to any circumstances unknown to **You** or beyond **Your** control.

J. Requirements

It is a condition precedent to liability for **Damage** under this Section that unless agreed by **Us** in writing any requirements set out by **Us** be implemented within the timescales specified.

K. Security Protections

It is a condition precedent to liability for **Damage** arising out of or in connection with Fire, Explosion, Riot Civil Commotion Strikers Locked Out Workers or persons taking part in labour disturbances, Malicious Persons, Theft or attempted theft that

1. When the **Premises** are closed outside **Business Hours** or whenever the **Premises** are left unattended all locks, bolts and other security devices including any intruder alarm system(s) are put into full and effective operation;
2. Any keys to the **Premises** and/or intruder alarm system(s) are removed from the **Premises** whenever the **Premises** are closed for business or are left unattended for any reason whatsoever; and
3. **You** maintain the secrecy codes for the operation of the intruder alarm system(s) to authorised persons and no details of same are left on the **Premises.**

Section 4 - Business Interruption

Definitions

Refer to the **Policy** Definitions on pages 6 to 9.

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Damage

Damage means loss or damage to the **Property** used by **You** at the **Premises** for the purpose of the **Business.**

Increased Cost of Working

Increased Cost of Working means the additional expenditure necessarily and reasonably incurred with **Our** consent.

Indemnity Period

Indemnity Period means the period beginning with the occurrence of the **Damage** and ending when the results of the **Business** shall cease to be affected by the **Damage** but not exceeding the **Maximum Indemnity Period.**

Maximum Indemnity Period

Maximum Indemnity Period means the number of months stated in the **Schedule.**

Turnover

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

Standard Turnover

Standard Turnover means the turnover during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period.**

Gross Revenue

Gross Revenue means the money paid or payable **to You** as fees for services rendered in the course of the **Business** at the **Premises** (less the amount of any **Uninsured Working Expenses**).

Uninsured Working Expenses

Uninsured Working Expenses includes:

1. Purchases less discounts received;
2. Bad Debts;
3. Carriage freight and packing; and
4. Discounts allowed.

Gross Profit

Gross Profit means the amount by which

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

For the purposes of this definition the amounts of the opening and closing stocks and work in progress will be arrived at in accordance with **Your** usual accounting methods due provision being made for depreciation

Rate of Gross Profit

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

Rate of Gross Revenue

Rate of Gross Revenue means the rate of **Gross Revenue** earned on the **Turnover** during the financial year immediately before the date of the **Damage.**

Standard Gross Revenue

Standard Gross Revenue means the **Gross Revenue** during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period.**

NOTE applicable to the **Rate of Gross Profit, Rate of Gross Revenue, Standard Turnover, and Standard Gross Revenue -** Adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which would but for the **Damage** would have been obtained during the relative period after the **Damage.**

Customer Accounts

Customer Accounts means **Your** accounts of all customers who are trading with **You** on a credit or hire purchase basis.

Outstanding Debit Balances

Outstanding Debit Balances means the total last recorded by **You** for

1. Bad Debts;
2. Amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage)** to **Customer Accounts** in the period between the date to which said last record relates and the date of the **Damage**; and
3. Any abnormal condition of trade which had or could have had a material effect on the **Business.**

so that the figures thus adjusted shall represent as nearly as may be reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

What is Covered

We will indemnify **You** in respect of loss resulting from the interruption of or interference with the **Business** carried on by **You** at the **Premises** as a result of **Damage** to the Property insured used by **You** at the **Premises** for the purposes of the **Business** occurring during the **Period of Insurance** by any of the Insured Perils under Section 3 - Property Damage or Explosion (as defined in Section Condition - Explosion of this Section) unless otherwise stated in the **Schedule.**

Provided that:

1. **We** have made a payment or admitted liability for the **Damage** under an insurance covering **Your** interest in the **Property**; or
2. A payment would have been made or liability admitted for the **Damage** but for the operation of a provision in such insurance excluding liability for losses below a specified amount

Limit of Liability

The maximum amount **We** will pay under this Section during any one **Period of Insurance** will not exceed the **Sum Insured** on each item or any other maximum amount payable or **Limit of Liability**

Basis of Cover

A. Gross Profit

The insurance in respect of **Gross Profit** is limited to loss of **Gross Profit** due to

1. Reduction in **Turnover;** and
2. **Increased Cost of Working**

and the amount payable as indemnity thereunder will be:

A. In respect of reduction in **Turnover** - the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard Turnover**

B. In respect of **Increased Cost of Working** incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided

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

B. Gross Revenue

The insurance in respect of **Gross Revenue** is limited to loss of **Gross Revenue** due to

1. Reduction in **Gross Revenue** and
2. **Increased Cost of Working**

and the amount payable as indemnity thereunder will be:

A. in respect of reduction in **Gross Revenue** the amount by which the **Gross Revenue** during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard Gross Revenue**

B. In respect of **Increased Cost of Working** incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction thereby avoided

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

C. Increase in Cost of Working

The insurance in respect of **Increased Cost of Working** will be payable for the amount incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided.

D. Outstanding Debit Balances

In the event of **Damage** by any of the Insured Perils under Section 1 Material Damage to any of **Your** books of account or other **Business** books or records whilst on **Your Premises** or temporarily removed to any **Premises** elsewhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man or in transit between them which results in **Your** inability to trace or establish the Outstanding Debit Balances **We** will indemnify **You** for:

1. the difference between the amount of the **Outstanding Debit Balances** and the total amounts received or traced in respect thereof
2. the additional expenditure incurred with **Our** consent in tracing and establishing **Customer Account** debit balances after the **Damage**
3. auditors or accountants charges reasonably incurred for producing and certifying details of a claim under this Section

Provided that:

A. the maximum amount **We** will pay in any one **Period of Insurance** will not exceed the Sum insured stated in the **Schedule** at the time of the **Damage**

B. if at the time of the **Damage** the **Sum Insured** stated in the **Schedule** is less than the **Outstanding Debit Balances** the amount payable will be proportionately reduced

C. **Your** books of account or other **Business** books or records are kept in fire resisting cabinets when not in use

D. **You** will record the total amount of **Outstanding Debit Balances** at least once every seven (7) days and keep a copy either in a locked fire resistant safe or cabinet at the **Premises** or away from the **Premises**

We will not indemnify **You** as a result of:

1. the erasure or distortion of information on computer systems or other records;
2. the deliberate falsification of **Business** records;
3. mislaying or misfiling of records or tapes;
4. wear tear and gradual deterioration vermin rust damp or mildew;
5. dishonest or fraudulent acts by any of **Your Employees;**
6. the deliberate act of the public supply undertaking in restricting or withholding electricity supply; and
7. the failure to collect debts which have been traced and established.

Conditions to Section 4

The following Conditions apply to this Section and should be read in conjunction with the General and Claims Conditions applying to the whole **Policy.**

A. AlternativeTrading

If during the **Indemnity Period** goods are sold accommodation provided or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales accommodation or services will be brought in to account in arriving at the **Turnover Gross Revenue** or **Gross Profit** during the **Indemnity Period.**

B. Automatic Reinstatement

In the event of **Damage** under this Section **We** will unless there is written notice by **Us** or **You** to the contrary automatically reinstate the **Sum Insured** Provided That **You** undertake to pay the appropriate additional premium on the amount of the loss from the date thereof to the date of expiry of the **Period of Insurance.**

C. Accumulated Stocks

In adjusting any loss account will be taken and an equitable allowance made if any shortage in **Turnover** due to the **Damage** is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of raw materials work in progress or finished goods at the **Premises** or elsewhere.

D. Current Cost Accounting

For the purposes of these Section Definitions any adjustment implemented in current cost accounting will be disregarded.

E. Departmental

If the **Business** is conducted in departments and independent trading results are ascertainable the Basis of Cover of the **Gross Profit** or **Gross Revenue** items will apply separately to each department affected by the **Damage**.

Where this insurance is not on a declaration linked basis if the Sum Insured by such item is less than the total of all the sums produced by applying the **Rate of Gross Profit** or **Rate of Gross Revenue** for each department of the **Business** (affected by the **Damage** or not) to its relative Annual Turnover (proportionately increased where the **Maximum Indemnity Period** exceeds 12 months) **You** will be **Your** own insurer for the difference and bear a rateable share of the loss.

F. Excess

We will deduct the amount of the **Excess** and/or Voluntary **Excess** stated in the **Schedule in** respect of each and every claim as calculated after the application of all other terms and conditions of this Section.

G. Explosion

For the purposes of this Section the Insured Peril Explosion shall be restated as follows:

Explosion:

1. of boilers or of gas used for domestic purposes only but excluding **Damage** caused by earthquake .or subterranean fire
2. otherwise excluding **Damage** caused by the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the **Premises**) in which internal pressure is due to steam only and belonging to **You or** under **Your** control.

H. First Year Trading

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

I. Payments on Account

Payments on account will be made to **You** during the **Indemnity Period** if required.

J. ProfessionalAccountantCharges

We will pay **Your** reasonable auditors and professional accountant charges for producing any particulars or details contained in **Your** books of account or other business books or documents or other such proofs information or evidence as may be required by **Us** to investigate any claims and confirming that such proof, information or evidence is in accordance with **Your** books of account or other documents.

K. Premium Adjustment

The following conditions apply separately to each item of **Gross Profit** or **Gross Revenue:**

1. Where the premium is not paid on a provisional basis it may be adjusted at the end of the **Period of Insurance**. **We** will allow a pro rata return of premium based on the difference between the premium calculated at the appropriate rate on the actual **Gross Profit** or actual **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance** as reported by **Your** Auditors and the actual premium paid at the commencement of the **Period of Insurance.**

   Provided that:

a. the maximum amount of premium **We** will refund is 50% of the actual premium paid; and

b. If any **Damage** has occurred giving or likely to give rise to a claim for loss of Gross Profit or Gross Revenue the Auditors declaration of **Gross Profit** or **Gross Revenue** will be increased by **Us** for the purpose of this premium adjustment by the amount by which the **Gross Profit** or **Gross Revenue** was reduced during the financial year solely in consequence of the **Damage;**

2. Where the provisional premium is paid at the commencement of each **Period of Insurance**. **You** will declare to **Us** within six months of the expiry of the period the actual **Gross Profit** or actual **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance** as reported by **Your** auditors.

The premium will be calculated at the appropriate rate on the declaration and the premium paid will be adjusted as stated below Provided That if any **Damage** has occurred giving or likely to give rise to a claim for loss of **Gross Profit** or **Gross Revenue** the Auditors declaration of **Gross Profit** or **Gross Revenue** will be increased by **Us** for the purpose of this premium adjustment by the amount by which the **Gross Profit** or **Gross Revenue** was reduced during the financial year solely in consequence of the **Damage:**

A. in respMect of Limit of Liability in this section if the premium calculated is:

i. less than the premium paid **We** will repay **You** the difference; and

ii. greater than the premium paid **You** will pay the difference.

B. in respect of Limit of Liability in this section if the premium calculated is:

i. less than the premium paid **We** will repay **You** the difference but not exceeding the difference between the premium paid and the premium payable on 50% of the **Sum Insured**; and

ii. greater than the premium paid **You** will pay the difference not exceeding the difference between the premium paid and the premium payable on the full **Sum Insured**.

In the event that the declaration is not received within the six month period from the expiry of the **Period of Insurance** the **Sum Insured** will be deemed to be the declaration and the additional premium will become payable.

L. Standing Charges

If any standing charges of the **Business** not insured by this Section (having been deducted in arriving at the **Gross Profit** as defined herein) then in computing the amount recoverable hereunder as increase in cost of working that proportion only of any additional expenditure shall be brought in to account which the **Gross Profit** bears to the sum of the **Gross Profit** and the uninsured standing charges.

M. Value Added Tax

To the extent that **You** are accountable to HM Revenue and Customs for Value Added Tax all terms in this section will be exclusive of such tax.

Extensions to Section 4

The following Extensions will apply subject to all other terms conditions limits exceptions of this **Policy.**

The insurance by this Section is extended to include loss resulting from the interruption of or interference with the **Business** in consequence of **Damage** in the undernoted situations or to Property as undernoted.

Our maximum liability after the application of all the terms conditions and provisions of the **Policy** under each extension for any one occurrence will not exceed the amount stated against each Extension.

A. Contract Sites

Damage by any of the Insured Perils under Section 1 of this **Policy** at any situation in Great Britain Northern Ireland the Isle of Man or the Channel Islands where **You** are carrying out a contract.

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence and in the aggregate in any **one Period of Insurance**

The provisions of the Automatic Reinstatement Condition does not apply in respect of this Extension.

B. Exhibition Expenses

We will pay the irrecoverable expenses **You** incur in respect of any trade exhibition in Great Britain Northern Ireland the isle of Man or the Channel Islands as a result of **Damage** by any of the Insured Perils under Section 1 occurring:

1. At the exhibition venue; and

2. To **Your Property** for use in connection with the exhibition whilst at **Your Premises** or whilst in transit by road rail or inland waterway.

Subject to:

A. In the event of the exhibition not being held or **You** being unable to exhibit at all in consequence of the **Damage** the amount payable is limited to the irrecoverable expenses that **You** have paid or are liable to pay in respect of the exhibition; and

B. If the exhibition does not run or **You** are unable to exhibit for the intended period in consequence of the **Damage** the amount payable will be calculated in accordance with A above adjusted for the period **You** could not exhibit

The maximum amount **We** will pay under this extension will not exceed £25,000 in respect of any one occurrence.

C. Failure of Public Supply

Accidental total or partial failure of the public supply of:

1. electricity at the terminal point of the supply undertaking's service feed to the **Premises;**
2. gas at the supply undertaking's meters at the **Premises;**
3. water at the supply undertaking's main stop cock serving the **Premises; and**
4. telecommunications services at the incoming line terminals or receivers at the **Premises.**

Excluding accidental failure:

A. other than in Great Britain Northern Ireland the Isle of Man or the Channel Islands;

B. caused by:

   i. the deliberate act of any supply authority;

   ii. the exercise of any supply authority's power to withdraw or restrict supply or services; and

   iii. industrial action.

C. drought or any scheme of rationing unless necessitated solely by physical **Damage** to a part of the authority's property;

D. any loss arising from any cause within **Your** control; and

E. any failure lasting less than:

   i. 8 consecutive hours in respect of 1 (electricity), 2 (gas) or 3 (water)above; and

   ii. 24 consecutive hours in respect of 4 (telecommunications) above.

F. caused by solar flare or other atmospheric or weather conditions but **We** will cover failure due to damage to equipment caused by these conditions. In any lawsuit or other proceedings or where **We** allege that any loss resulting from damage is not covered by this cover it will be **Your** responsibility to prove that they are covered.

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence.

D. Prevention of Access - Non-damage

Access to or use of the **Premises** being prevented or hindered by:

1. any action of government police or a local authority due to an emergency which could endanger human life or neighbouring property; or
2. any bomb scare at or within one mile of the **Premises**.

Excluding:

A. any restriction of use of less than 12 hours;

B. any period when access to the **Premises** was not prevented or hindered;

C. closure or restriction in the use of the **Premises** due to the order or advice of the competent local authority as a result of an occurrence of food poisoning defective drains or other sanitary arrangements; or

D. closure or restriction in the use of the **Premises** due to vermin.

Limit

£50,000 or 10% of the **Gross Profit** or **Gross Revenue Sum Insured** whichever is the lesser in any one period of insurance.

Special Condition

For the purpose of part 2. of this extension the General exclusion War, Government Action and Terrorism does not apply.

E. National Lottery

The insurance by this Section is extended to include loss resulting from the interruption or interference with the **Business** at the **Premises** in consequence of an **Employee** or **Employees** terminating their employment with **You** as a direct result of a confirmed win on the National Lottery.

Provided that after the application of all the terms conditions and provisions of the **Policy:**

1. the **Maximum Indemnity Period** under this Extension will not exceed 3 months from the date of the confirmed win on the National Lottery; and
2. The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence.

F. Food Poisoning Defective Sanitation Vermin Murder or Suicide Extension

The prevention or restriction of access to or closure of the **Premises** on the order or advice of the Police Environmental Health or other similar enforcement agency as a direct consequence of:

a. any injury or illness sustained by any person arising from or traceable to food or drink poisoning which is directly traceable to food or drink provided at the **Premises**;

b. any accident causing defects in drains or other sanitary arrangements at the **Premises**;

c. any discovery of vermin at the **Premises**;

d. murder rape or suicide at the **Premises**.

e. Provided that:

i. **We** shall only be liable for the loss arising at premises **You** occupy and which are directly affected by the occurrence discovery or accident;

ii. Extensions which deem **Damage** at other locations to be **Damage** at the **Premises** shall not apply to this cover.

This extension excludes

1) any prevention or restriction lasting less than 12 hours

2) any costs incurred in the cleaning repair replacement recall or checking of property

Limit

£50,000 or 10% of the **Gross Profit** or **Gross Revenue Sum Insured** whichever is the lesser in any one period of insurance.

G. Patterns

Damage by any of the Insured Perils under Section 1 of this **Policy** to **Your** (including those which **You** are responsible for) patterns jigs models templates moulds dies tools plans drawings and designs whilst at the **Premises** of any machinery makers engineers founders or other metal workers including whilst in transit there to or from in Great Britain Northern Ireland the isle of Man or the Channel Islands excluding any **Premises You** partially or fully occupy.

The maximum amount **We** will pay under this extension will not exceed £10,000 in respect of any one occurrence.

H. Prevention of Access

Damage by any of the Insured Perils under Section 1 of this **Policy** to property within one mile of the **Premises** preventing or hindering the use of or access to such **Premises** whether **Your Premises** or property therein have been **Damage**d or not but excluding **Damage** to property of any supply undertaking from which **You** obtain gas, electricity water or telecommunications services

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence.

This extension excludes any prevention or restriction lasting less than 12 hours.

I. Property in Transit

Damage by any of the Insured Perils under Section 1 of this **Policy** to **Your Property** whilst in transit Great Britain Northern Ireland the Channel Islands or the isle of Man.

The maximum amount **We** will pay under this extension will not exceed £10,000 in respect of any one occurrence.

J. Storage Sites

Damage by any of the Insured Perils under Section 1 of this **Policy** to **Your Property** whilst stored at any **Premises** in Great Britain Northern Ireland the Isle of Man or the Channel Islands.

Excluding:

1. any Property stored in any **Premises You** occupy; and
2. any Property stored in any **Premises You** partially occupy.

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue** Sum Insured stated in the **Schedule** whichever is the lesser in respect of any one occurrence and in the aggregate in any one **Period of Insurance.**

K. Unspecified Customers

Damage by any of the Insured Perils under Section 1 of this **Policy** at the **Premises** of any of **Your** customers within Great Britain Northern Ireland the Isle of Man or the Channel Islands.

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross** Revenue Sum Insured stated in the **Schedule** whichever is the lesser in respect of any one occurrence and in the aggregate in any one **Period of Insurance**

For the purposes of this extension customer means those companies organisations or individuals with whom at the time of the **Damage You** have current contracts or trading relationships

The provisions of the Automatic Reinstatement Condition does not apply in respect of this Extension.

L. Unspecified Suppliers

Damage by any of the Insured Perils under Section 1 of this **Policy** at the **Premises** of any of **Your** suppliers manufacturers or processors of components goods or materials excluding the **Premises** of any supply undertaking from which **You** obtain gas, electricity water or telecommunications services within Great Britain Northern Ireland the Isle of Man or the Channel Islands.

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence and in the aggregate in any one **Period of Insurance.**

The provisions of the Automatic Reinstatement Condition does not apply in respect of this Extension.

Section 5 - Goods in Transit

Definitions

Refer to the **Policy** Definitions on pages 6 to 9.

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Property

Property means merchandise and goods including tools used in connection with the **Business** belonging to **You** or for which **You** are responsible.

Territorial Limits

Territorial Limits means Great Britain Northern Ireland the Isle of Man the Channel Islands and the Republic of Ireland including sea or air transits between these territories.

High Risk Property

High Risk Property includes cigarettes, tobacco and cigars, wines spirits DVD's and compact discs computer games mobile phones and non-ferrous metals prescription drugs watches jewellery precious or semi-precious stones articles of gold silver or other precious Metals works of art and mobile phone vouchers

Clothing and Personal Effects

Clothing and Personal Effects means personal possessions of **You** or **Your** drivers.

Transit

Transit means:

Method of Conveyance A

Whilst the **Property** is being loaded upon, carried by, temporarily housed upon or being unloaded from the vehicle and concluding when the **Property** has either been placed at the **Premises** or receipt acknowledged by the consignee.

Method of Conveyance B

Whilst the Property is in the custody or control of the carrier until delivered to the consignee's **Premises** and receipt acknowledged or in the case of return transit placed at **Your Premises.**

In both circumstances this will include:

1. whilst conveyed on recognised roll-on-roll-off vehicle ferries Provided That no unloading or reloading of the vehicle is involved
2. a period of temporary garaging not exceeding 30 days

What is Covered

We will indemnify **You** against **Damage** caused to **Property** insured whilst in **Transit** within the **Territorial Limits** during the **Period of Insurance** up to the **Sum Insured** shown in the **Schedule** subject to the deduction of any **Excess** and/or any **Voluntary Excess**.

Limitation

The maximum amount **We** will pay under this Section in respect of **Damage** arising out of one single event at any one location to any one load or combination of loads of **Property** in **Transit** will not exceed the **Sums Insured** stated in the **Schedule** and in respect of **High Risk Property** arising from **Damage** caused by theft or attempted theft will not exceed 10% of the Sum Insured stated in the **Schedule.**

What is not covered

We will not be liable under this Section for:

1. explosives or other dangerous goods (the term 'dangerous goods' means goods specified in the Special Classification of Dangerous Goods issued by the railway authorities or otherwise not accepted for rail transport on the grounds of their dangerous or hazardous nature);
2. **Money** or other negotiable instruments of every description securities deeds bonds bills of exchange promissory notes bullion furs and livestock;
3. **Property** carried by **You** for hire or reward; and
4. depreciation loss of market or any other consequential loss.

We will not be liable under this Section for **Damage** to any **Property** in **Transit** arising out of or attributable to:

1. wear tear deterioration contamination mildew damp rust corrosion insect or vermin;
2. inherent vice latent defect action of light or atmospheric or climatic conditions;
3. spillage leakage evaporation loss of weight or shrinkage 4, mechanical and/or electrical derangement or breakdown;
4. electrical or magnetic **Injury** disturbance or erasureof;
5. electronic records;
6. breakdown of refrigeration and/or insufficient insulation unless caused by or directly traceable to fire lightening or collision or overturning of the conveying vehicle;
7. defective or inadequate packing or insufficient addressing; and
8. delay confiscation requisition embargo or nationalisation by order of the Government or any Public Authority.
9. pollution or contamination unless
    a. the **Damage** caused by pollution or contamination results from an insured peril other than Accidental Damage; or
    b. the **Damage** is caused by any of the Insured Perils other than Accidental Damage which itself results from pollution or contamination

Extensions to Section 5

The insurance provided by this Section is extended to include the following subject to all other terms conditions limitations and exceptions of this **Policy.**

In the event of **Damage** to **Property** in **Transit** Method of Conveyance A for which **We** have admitted liability under this Section **We** will in addition pay for:

1. **Damage** to packing materials protective sheeting ropes chains and toggles belonging to **You** while being carried on the vehicle;
2. The additional costs necessarily incurred in transferring **Property** to another vehicle and carrying to the original destination consequent upon fire or overturning or collision of the conveying vehicle up to a maximum of £2,500 any one loss;
3. The additional costs necessarily incurred in reloading any **Property** in **Transit** which has fallen from the convoying vehicle up to a maximum of £2,500 any one loss;
4. The additional costs necessarily incurred in removing debris consequent upon **Damage** to the Property in Transit up to a maximum of £2,500 any one loss;
5. **Damage** to personal effects belonging to the driver and/or attendant whilst carried in any vehicle which is conveying **Property** in **Transit** up to a maximum of £500 any one person and £2,000 any one loss; and
6. **Damage** to **Property** in **Transit** arising out of the use of any vehicle substituted by **You** whilst **Your** own vehicle is undergoing service or repair up to an amount not exceeding the **Sum Insured** applicable to the vehicle undergoing service or repair.

Conditions to Section 5

The following conditions apply to this Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy**

1. **You** will keep all motor vehicles in a good state of repair and in efficient roadworthy condition;
2. In respect of **Transit** Method of Conveyance B **You** will obtain a receipt from the carrier for all Property sent and if requested by **Us** produce it in the event of a claim; and
3. The following Security Condition applies.

A. Security Condition

It is a condition precedent to liability that in respect of **Transit** Method of Conveyance A that whenever the loaded vehicle is left unattended in The Circumstances set out below then those of the following Security Measures indicated will apply:

The Circumstances	Security Measures to Apply
During Business Hours at the **Premises**	1 and 2
Elsewhere than at the **Premises** and 9.00pm	1 and 2 between the hours of 6.00am

Between the hours of 9.00pm and 6.00am	1, 2 and 4 away from the **Premises**
Outside Business Hours at the **Premises**	1, 2 and 3

Security Measures

1. The ignition key must be removed from the vehicle;
2. All doors and similar openings must be locked all windows tightly closed and any special locking devices immobilisers or alarms fitted be in operation;
3. The vehicle must be housed in an enclosed building with all locks and security devices on the building in operation; and
4. The vehicle must be housed in a locked building or open vehicle enclosure which is securely locked and/or guarded under constant surveillance.

B. Reinstatement (Tools) Clause

In the event that tools used by **You** in connection with the **Business** and insured by this Section being **Damaged** the basis upon which the amount payable in respect of such property is calculated will be the cost of Reinstatement subject to the following Provisions

Reinstatement will mean

1. The replacement of property lost or destroyed; and
2. The repair or restoration of property **Damaged**

in either case to a condition substantially the same as but not better or more extensive than its condition when new.

C. Provisions

1. No payment beyond the amount which would have been payable had this clause not been operative will be made:
    a. Unless the work of Reinstatement is commenced and carried out with reasonable dispatch;
    b. Until the cost of Reinstatement has been incurred; and
    c. Unless any other insurance covering **Your** interest in the property at the time of the **Damage** is upon the same basis of Reinstatement as this **Policy**

    and if no such payment is made then the rights and liabilities of **Us** and **You** will be those which would have applied had this clause not been operative; and
2. In the event of partial **Damage** to property **Our** liability for any loss will not exceed the cost which would have been incurred had such property been totally destroyed.

D. Automatic Reinstatement

In the absence of written notice from **You** or **Us** to the contrary the **Sum insured** by this Section will not be reduced by the amount of loss provided **You** undertake to pay the appropriate additional premium due from the date of the loss to the expiry of the **Period of Insurance.**

Section 6 - Business Money

Sub Section A - Business Money

Definitions

Refer to the **Policy** Definitions on pages 6 to 9.

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Authorised Persons

Authorised Persons means **You** or any partner director or **Employee**.

Transit

Transit means in transit whilst in **Your** custody or the custody of any person authorised by **You** acting on **Your** behalf including whilst on any contract site whilst **You** or **Your Employees** are working at such sites

What is Covered

We will indemnify **You** against loss by any cause in respect of **Money** and Non Negotiable Money belonging to **You** or held by **You** for which **You** are responsible in. connection with the **Business** up to the **Sum Insured** stated for each item in the **Schedule** subject to the deduction of any **Excess** and/or any **Voluntary Excess** whilst:

		Limit Any One Loss
1.	In **Transit**	As stated in the **Schedule**
2.	In a bank night safe until removed by a bank official	As stated in the **Schedule**
3.	in the **Premises** during **Business Hours**	As stated in the **Schedule**
4.	Contained in a locked safe or strong room in the **Premises** outside **Business Hours**	As stated in the **Schedule**
5.	Not contained in a locked safe or Strong room in the **Premises** outside **Business Hours**	As stated in the **Schedule**
6.	At **Your** private dwelling or that of any authorised **Employee**	As stated in the **Schedule**
7.	**Non Negotiable Money** in any of the situations described above	As stated in the **Schedule**

Limit of Liability

Our maximum liability under Sub-Section 6 A will not exceed the limits stated in the **Schedule** or any limit specified in any Extension to this Sub-Section.

What is not covered

We will not be liable under this Section for:

1. Any loss or shortage due errors or omissions, accountancy depreciation, currency fluctuation or consequential loss of any kind;
2. Any loss resulting from use of any form of payment which proves to be counterfeit false invalid uncollectable irrecoverable for any reason;
3. Any loss resulting directly or indirectly from forgery fraudulent alteration or substitution fraudulent use of a computer or electronic transfer;
4. Loss due to the dishonesty of **Your** principals directors or **Employees** not discovered and reported to the police and **Us** within 7 days of the loss;
5. Where a more specific insurance is in force except for any amount in **Excess** of that insurance;
6. Any loss from unattended motor vehicles;
7. Any loss occurring outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
8. From any gaming machine or automated teller machine or cash dispensing machine unless specifically stated in the **Schedule.**

Extensions to Sub-Section 6 A

The following Extensions apply to this Sub-Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy.**

Safes and Carrying Cases

As a result of **Damage** following theft or attempted theft **We** will pay the cost of replacement or repair to any

1. Safe or strong room
2. Any case bag container belt or waistcoat used for carrying **Money**

The maximum **We** will pay under this Extension in respect of any one claim will not exceed £2,000.

Clothing and Personal Effects

As a result of **Damage** following theft or attempted theft **We** will pay the cost of replacement or repair to clothing and personal effects belonging to **You** or **Your Employees**

The maximum **We** will pay under this Extension in respect of any one person is £500.

Vending Machines

The insurance by this Sub-Section is extended to include **Money** whilst contained in any vending machine at the **Premises**.

The maximum **We** will pay under this Extension in respect of any one claim will not exceed £250.

Credit Cards

The insurance by this Sub-Section is extended to include the amount which **You** become liable for under the terms of issue of any bank charge credit debit or cash card used only in connection with the **Business** following the fraudulent use by any unauthorised person.

Provided That **You** report the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and that **You** have complied with the conditions of issue of the card.

The maximum amount **We** will pay under this Extension in respect of any claim and in the aggregate in any one **Period of Insurance** will not exceed £500.

Conditions to Sub-Section 6 A

The following Conditions apply to this Sub-Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy.**

Records and Security

It is a condition precedent to **Our** liability to make any payment that **You**

1. keep a complete record of all Money and **Non Negotiable** Money held by **You is** kept in a secure place other than in any safe or other receptacle containing Money;
2. safe and/or strong room keys are removed from the **Premises** outside **Business Hours** unless the **Premises** are occupied by **You** or any authorised **Employee** in which case the keys will be kept in a secure place away from any safe or strong room; and
3. whenever the **Premises** are closed for **Business** or left unattended all locks, bolts and other security devices including any intruder alarm system(s) are put into full and effective operation.

Money In Transit

It is a condition precedent to **Our** liability to make any payment that whenever **Money** is in transit it is to be accompanied by the following numbers of Authorised Persons unless specified otherwise in the **Schedule**

	Amount of Money in Transit at any one time	**Accompaniment Requirement**
1.	over £3,000 and up to £5,000	2 persons
2.	over £5,000 and up to £8,000	3 persons
3.	over £8,000 and up to £12,000	at least 4 persons
4.	over £12,000	Approved Security Company

In addition where the amount in **Transit** is greater than £5,000 and the distance exceeds half a mile private transport is to be used.

In all circumstances **Our** liability will not exceed the Limit Any One Loss stated in the **Schedule.**

Sub Section B - Personal Accident (Assault)

Definitions

Also Refer to the **Policy** Definitions on pages 6 to 9.

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Insured Person

Insured Person means **You** or any partner director **or Employee** aged between 16 and 70.

Loss of Limbs

Loss of Limbs means physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

Loss of Sight

Loss of Sight means total and irrecoverable loss of sight in one or both eyes.

Permanent Total Disablement

Permanent Total Disablement means permanent disablement rendering the Insured Person unable to attend to their usual occupation not being disablement following **Loss of Limbs** or **Loss of Sight.**

Temporary Total Disablement

Temporary Total Disablement means temporary disablement rendering the insured Person unable to attend to their usual occupation.

Temporary Partial Disablement

Temporary Partial Disablement means temporary disablement rendering the Insured Person unable to attend to a substantial and essential part of their usual occupation.

Medical Expenses

Medical Expenses means the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

What is Covered

We will pay compensation as detailed in the **Schedule** in respect of **Accidental Personal Injury** sustained to an **Insured Person** occurring during the **Period of Insurance** caused by theft violence or threat of violence or attempted theft which happens in the course of the **Business** and directly and independently of any other cause results in any of the following contingencies:

	Contingencies	**Amounts Payable**
1.	Death occurring within 24 months of **Accidental Personal Injury**	The Capital Benefit **Sum Insured** stated in the **Schedule**
2.	The **Loss of Limbs** and/or **Loss of Sight** occurring within 24 months of **Accidental Personal Injury**	The Capital Benefit **Sum Insured** stated in the **Schedule**
3.	**Permanent Total Disablement** occurring within 24 months of **Accidental Personal Injury**	The Capital Benefit **Sum Insured** stated in the **Schedule**
4.	**Temporary Total Disablement** occurring within 24 months of **Accidental Personal Injury**	The Weekly Benefit **Sum Insured** stated in the **Schedule**
5.	**Temporary Partial Disablement** occurring within 24 months of **Accidental Personal Injury.**	The Weekly Benefit **Sum Insured** stated in the **Schedule**
6.	**Medical Expenses**	£500 any one loss.

Conditions to Sub-Section 6 B

The following Conditions apply to this Sub-Section and should be read in-conjunction with the General and Claims Conditions applying to the whole Policy.

Amounts Payable

1. **We** will pay for one **Accidental Personal Injury**:
    a. Weekly compensation at 4 weekly intervals;
    b. Compensation under contingencies 4 and 5 for a maximum of 104 weeks from the date that the disablement started; and
    c. The amount payable under contingencies 4 and 5 will be payable when the total amount has been agreed or at Your request at intervals of not less than 4 weekly intervals (but not in advance) commencing 4 weeks after We have received written notice of any **Accidental Personal Injury**.
2. Weekly compensation being paid for the same **Accidental Personal Injury** will end if **We** pay compensation under any of Contingencies 1, 2 or 3; and
3. All insurance will end for the **Insured Person** if **We** pay compensation under any of Contingencies 1, 2 or 3.

Medical Evidence

1. In the event of Death **We** will be entitled to have a post mortem at **Our** own expense;
2. In the event of **Accidental Personal Injury** the **Insured Person** must immediately place themselves under the care of a qualified medical practitioner and act upon such medical and/or surgical advice as given as soon as reasonably practicable;
3. In the event of **Accidental Personal Injury We** may require an Insured Person to undergo a medical examination at **Our** expense; and
4. All certificates information and evidence as required by **Us** will be supplied to **Us** in the format **We** require at the expense of the claimant.

What is Not Covered

We will not be liable under this Sub-Section in respect of any death or disablement attributable to contributed to or accelerated by any pre-existing physical or mental condition

Section 7 - Glass

Definitions

Refer to the Policy Definitions on pages 6 to 9.

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Glass

Glass means all fixed glass in windows, doors, fanlights, skylights, partitions, furniture, display and show cases counters or shelves.

Sanitary Fittings

Sanitary Fittings means fixed baths washbasins pedestals bidets shower trays sinks lavatory bowls urinals cisterns shower trays and splash backs.

What is Covered

We will indemnify **You** against breakage of **Glass** or **Sanitary Fittings** owned by **You** or for which **You** are responsible situated at the **Premises** during the **Period of Insurance** up to the **Sum Insured** shown in the **Schedule** subject to the deduction of any **Excess.**

We will replace such **Glass** or **Sanitary Fittings** or at **Our** option pay **You** the costs of replacement.

Limit of Liability

Our maximum liability under this Section will not exceed the limits stated in the **Schedule** or any limit specified in any Extension to this Section.

What is Not Covered

We will not be liable under this Section in respect of:

1. breakage or **Damage** caused by fire lightening explosion or storm;
2. breakage or **Damage** caused by:
    a. scratching;
    b. gradual deterioration or wear and tear; and
    c. change in colour or finish.
3. breakage or **Damage:**
    a. when the **Premises** are **Empty or Disused;**
    b. caused by workmen carrying out alterations or repairs to the **Premises;**
    c. while in transit;
    d. occurring during removal or installation; and
    e. of any item flawed or broken at the commencement of this **Policy.**
4. breakage or **Damage** to **Glass** in**:**
    a. Stock in Trade or goods held in trust by **You;**
    b. light fittings, signs, or vendingmachines; and
    c. vehicles.
5. **Damage** caused by or arising from pollution or contamination unless
        a. the **Damage** caused by pollution or contamination results from an insured peril other than Accidental Damage; or
        b. the **Damage** is caused by any of the Insured Perils other than Accidental Damage which itself results from pollution or contamination
6. any consequential loss.

Extensions to Section 7

The following Extensions apply to this Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy.**

A. Additional Costs

As a result of breakage or **Damage We** will pay the reasonable costs of:

1. boarding up;
2. repair or replacement of window and door frames; and
3. removing and reinstating obstructions in the course of the replacement fixed glass.

The maximum amount **We** will pay under this Extension in respect of any claim will not exceed £2,000.

B. Glass Decoration and Security

As a result of breakage or **Damage We** will pay the reasonable costs of replacing alarm foil and security fittings, lettering painting embossing silvering or other ornamental work on the fixed Glass.

The maximum amount **We** will pay under this Extension in respect of any claim will not exceed £1,000.

C. Damage to Goods on Display

We will pay for the **Damage** to goods incidental to the **Business** caused as a direct result of breakage or **Damage** to the Glass.

The maximum amount **We** will pay under this Extension in respect of any claim will not exceed £1,000.

Section 8 – Specified All Risks

Definitions

Also Refer to the **Policy** Definitions on pages 6 to 9.

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Property

Property means the Property described in the **Schedule.**

Territorial Limits

Territorial Limits means:

1. the **Premises**
2. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands
3. anywhere within the member countries of the European Community
4. anywhere in the World.

Vehicle

Vehicle means any vehicle owned or operated by **You.**

What is Covered

We will indemnify **You** for the **Damage** to Property insured described in the **Schedule** happening whilst within the **Territorial Limits** specified in the **Schedule** occurring during the **Period of Insurance** up to the **Sum Insured** shown against each item shown in the **Schedule** subject to the deduction of any **Excess** and/or any **Voluntary Excess**.

The **Sums Insured** under each item is separately subject to **Average**.

Limit of Liability

The maximum amount **We** will pay under this Section during any one **Period of Insurance** will not exceed the **Sum Insured** on each item or any other maximum amount payable or **Limit of Liability.**

What is Not Covered

We will not be liable under this Section for

1. **Damage** not occurring within the **Territorial Limits** specified in the **Schedule;**
2. consequential loss of any kind;
3. any **Property** more specifically insured by **You** or on **Your** behalf;
4. **Damage** suffered by **You** as a result of being deceived into knowingly parting with **Property;**
5. **Damage** to **Property** caused by theft or attempted theft whilst:
    a. left within the **Premises** outside **Business Hours** unless all locks, bolts and other security devices including any intruder alarm system are put in to full and effective operation;
    b. left unattended in an open topped **Vehicle** or trailer unless contained in a securely locked building;
    c. left unattended in a **Vehicle** unless all doors are locked windows and other openings closed and securely fastened and all intruder installations and other security devices are made operative; and
    d. left unattended in a **Vehicle** overnight (for the purposes of this Section overnight will mean from 9pm or whenever the **Vehicle** was last occupied till 6.00 am or until the vehicle is first used) unless such **Vehicle** is contained in a securely locked building.
6. **Damage** caused by or arising from:
    a. wear and tear, inherent vice, latent defect;
    b. gradual deterioration, market depreciation;
    c. faulty or defective design, workmanship or **materials;**
    d. operational error or omission by **You, Your partners,** directors or **Employees** or any contracted

consultant;

e. corrosion, rust, wet or dry rot, mould or toxic mould, vermin or insects, moths;

f. shrinkage, evaporation, leakage, loss of weight dampness, frost, contamination, fermentation, bruising, marring, scratching;

g. change in temperature, colour, flavour, texture or finish, action of light or atmosphere;

h. the process of cleaning, dyeing, restoring, adjusting or repairing; and

i. undergoing any process involving the application of heat.

7. **Damage** caused by mechanical or electrical breakdown or derangement; and

8. **Damage** to Property let out on hire.

9. **Damage** caused by or arising from pollution or contamination unless

   a. the **Damage** caused by pollution or contamination results from an insured peril other than Accidental Damage; or

   b. the **Damage** is caused by any of the Insured Perils other than Accidental Damage which itself results from pollution or contamination

Conditions to Section 8

The following Conditions apply to this Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy**.

A. Automatic Reinstatement

In the absence of written notice from **You** or **Us** to the contrary the **Sum Insured** by this Section will not be reduced by the amount of loss provided **You** undertake to pay the appropriate additional premium due from the date of the loss to the expiry of the **Period of Insurance.**

B. Basis of Claims Settlement

Following **Damage** to **Property** under this Section **We** will pay **You** the amount equal to the cost of repair reinstatement or replacement of the **Property** when new without the deduction for wear and tear to a condition equivalent to or substantially the same but not better or more extensive than its condition when new.

Provided that:

1. the repair reinstatement or replacement has been effected;

2. **We** will not be obliged to reinstate property insured exactly but only in a satisfactory manner as circumstances allow; and

3. **We** will only pay up to the **Sum Insured** stated against such item in the **Schedule.**

Section 9 – Personal Accident

Definitions

Refer to the **Policy** Definitions on pages 6 to 9.

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

24 Hours Cover

24 Hours Cover means this insurance shall cover the **Insured Person(s)** at any time during the **Period of Insurance**.

Accident

A sudden, unexpected, specific event which occurs at an identifiable time and place during the **operative time**.

Insured Person

Insured Person means any person named on the **Schedule**.

Occupational Cover

Occupational Cover means this insurance shall only cover the **Insured Person(s)** while carrying out their employment duties for **You** in relation to **Your Business** during the **Period of Insurance**.

The **Insured Person(s)** are not covered outside their working hours, nor whilst commuting to and from home and their place of work.

Operative Time

Operative Time means the Cover Type shown on the **Schedule**.

Loss of Limbs

Loss of Limbs means physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

Loss of Sight

Loss of Sight means total and irrecoverable loss of sight in one or both eyes.

Permanent Total Disablement

Permanent Total Disablement means permanent total and irrecoverable disablement rendering the **Insured Person** unable to attend to any business or occupation, to which they are reasonably suited by training, education or experience, and which will, in all probability, continue for the remainder of the **Insured Person's** life.

Temporary Total Disablement

Temporary Total Disablement means temporary disablement rendering the **Insured Person** unable to attend to their usual occupation.

Temporary Partial Disablement

Temporary Partial Disablement means temporary disablement rendering the **Insured Person** unable to attend to a substantial and essential part of their usual occupation.

Medical Expenses

Medical Expenses means the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

What is Covered

We will pay compensation as detailed in the **Schedule** in respect of Death or **Accidental Personal Injury** sustained to an **Insured Person** as a result of an **Accident** occurring during the **Operative Time** and directly and independently of any other cause results in any of the following contingencies.

	Contingencies	Amounts Payable
1.	Death occurring within 24 months of the **Accident**	The Capital Benefit **Sum Insured** stated in **the Schedule**
2.	The **Loss of Limbs** and/or **Loss of Sight** occurring within 24 months of the **Accident**	The Capital Benefit **Sum Insured** stated in **the Schedule**
3.	**Permanent Total Disablement** occurring within 24 months of the **Accident**	The Capital Benefit **Sum Insured** stated in **the Schedule**
4.	**Temporary Total Disablement** occurring within 24 months of the **Accident**	The Weekly Benefit **Sum Insured** stated in **the Schedule**
5.	**Temporary Partial Disablement** occurring within 24 months of the **Accident**	The Weekly Benefit **Sum Insured** stated in **the Schedule**
6.	**Medical Expenses**	As specified below

Medical Expenses

Medical Expenses incurred in respect of Item 4 or 5 above will be paid in addition up to but not exceeding 15 per cent of any claim admitted under such item.

However, if in respect of such **Medical Expenses You** or an **Insured Person** shall recover any payment under any other insurance, **We** shall only be liable for the difference between such recovery and the total cost of **Medical Expenses** incurred, not exceeding 15 per cent of the claim admitted under Item 4 or 5 hereof.

Disappearance Extension

It is agreed that, provided Accidental Death is covered and subject to all the terms, Definitions, Exclusions and Conditions of this **Policy**, if the **Insured Person** disappears during the **Period of Insurance** and their body is not found within 12 months after their disappearance, and sufficient evidence is produced satisfactory to **Us** that leads **Us** inevitably to the conclusion that they sustained **Accidental Personal Injury** caused by an **Accident** and that such **Accidental Personal Injury** caused their death, **We** shall forthwith pay the death benefit under this **Policy** provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to **Us** if the **Insured Person** is subsequently found to be living.

Conditions to Section 9

The following conditions apply to this Section and should be read in conjunction with the General and Claims Conditions applying to the whole **Policy**.

Amounts Payable

1. **We** will pay for one **Accidental Personal Injury**:
   a. Weekly compensation at 4 weekly intervals;
   b. Compensation under contingencies 4 and 5 for a maximum of the number of weeks shown on the **Schedule** from the date that the disablement started; and
   c. The amount payable under contingencies 4 and 5 will be payable when the total amount has been agreed or at **Your** request at intervals of not less than 4 weekly intervals (but not in advance) commencing 4 weeks after We have received written notice of any **Accidental Personal Injury.**
2. Any payment made under Contingencies 4 or 5 will be deducted from any subsequent payment for Contingencies 1, 2 or 3 arising from the same **Accident**.
3. All insurance will end for the **Insured Person** if **We** pay compensation under any of Contingencies 1, 2 or 3
4. We will not pay under more than one of contingencies 1, 2 or 3 arising from the same **Accidental Personal Injury**
5. Contingency 2 will be payable as a lump sum 3 months after the loss
6. We will not pay compensation under contingencies 4 or 5 during the deferment period shown on the **Schedule**
7. The most we will pay will not exceed
   a. the relevant contingency amount shown on the **Schedule** for any one **Insured Person**
   b. £1,000,000 for all **Insured Persons** as a result of any one source or original cause plus the amount payable for **Medical Expenses**.

Where b applies, **We** will reduce the amount payable, proportionate to the contingencies payable shown on the **Schedule** for each **Insured Person**, between all the **Insured Persons** that are part of the claim or series of claims.

Medical Evidence

1. In the event of Death **We** will be entitled to have a post mortem at **Our** own expense;
2. In the event of **Accidental Personal Injury** the **Insured Person** must immediately place themselves under the care of a qualified medical practitioner and act upon such medical and/or surgical advice as given as soon as reasonably practicable;
3. In the event of **Accidental Personal Injury We** may require an Insured Person to undergo a medical examination at **Our** expense;
4. All certificates information and evidence as required by **Us** will be supplied to **Us** in the format **We** require at the expense of the claimant; and
5. In no case will **We** be liable to pay compensation to the **Insured Person** or to his representatives unless the medical adviser or advisers appointed by **Us** for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of the **Insured Person**.

High risk occupations

If the **Insured Person** shall engage in any occupation in which greater risk may be incurred than in the occupation originally disclosed without first notifying **Us** and obtaining **Our** written agreement to the amendment of this **Schedule** (subject to the payment of such reasonable additional premium as **We** may require as the consideration for such agreement), then no claim shall be payable in respect of any Accident arising out of or in the course of such occupation.

In the event of a claim

1. Notice must be sent to **Us** as soon as practicable of any **Accident** to the **Insured Person**.
2. Notice must be sent to **Us** as soon as practicable in the event of the death of the **Insured Person**, resulting or alleged to result from an **Accident**.

What is Not Covered

We will not be liable under this Section in respect of any death or disablement:

1. Directly or indirectly caused by or contributed to by or arising from
   a. physical or mental conditions or disabilities of a recurring or chronic nature from which an **Insured Person** suffered, and was known to suffer, prior to the **Accident**
   b. any other condition which the Insured Person has
      - sought advice, disagnosis, treatment of counselling for
      - become aware of, or should reasonably have been aware of
      - is awaiting a test or test results for
      - been treated for

      in the last 12 months immediately prior to the **Accident**;
2. Whilst the **Insured Person** is engaged or taking part in military, air force or naval service or operations
3. Whilst the **Insured Person** is engaged or taking part in aeronautics or aviation, other than as a passenger of a recognised airline;
4. Whilst the **Insured Person** is engaged or taking part in bungee jumping, mountaineering or rock climbing;
5. Whilst the **Insured Person** is riding or driving in any kind of race;
6. Whilst the Insured Person is engaged or taking part in polo playing, steeple chasing, hunting or showjumping;
7. Whilst the Insured Person is engaged or taking part in pot holing or caving;
8. Whilst the Insured Person is engaged or taking part in winter sports;
9. Whilst the Insured Person is engaged or taking part in diving underwater involving the use of breathing apparatus;
10. Whilst the Insured Person is engaged or taking part in white water rafting;
11. Whilst the Insured Person is engaged or taking part in any sport as a professional or semi professional;
12. Arising from any consequence of suicide, attempted suicide or deliberate self-injury intoxication the influence of drugs unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction, or from the **Insured Person's** own criminal act, or whilst engaged or taking part in civil commotions or riots of any kind;
13. Occasioned by or occurring while the **Insured Person** is in a state of insanity temporary or otherwise;
14. Caused or contributed to by the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials;

15. Caused or contributed to by the **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life);
16. Caused by or contributed to by a naturally occurring or degenerative condition or gradually operating cause.

Section 10 – Deterioration of refrigerated stock

What is Covered

We will indemnify **You** against **Damage** to stocks of frozen foods whilst contained in Deep Freezers and/or Refrigerators up to the amount specified in the **Schedule** against deterioration or putrefaction due to a change in the temperature following:

1. breakdown of refrigeration
2. failure of the Public Electricity or Gas supply
3. the action of refrigerant fumes escaping from the refrigeration equipment.

which occurs during the **period of Insurance** Provided that **We** shall not be liable for more than the **Sum Insured** stated in the **Schedule** in respect of each loss or series of losses arising out of one event at each location as stated in the **Schedule**.

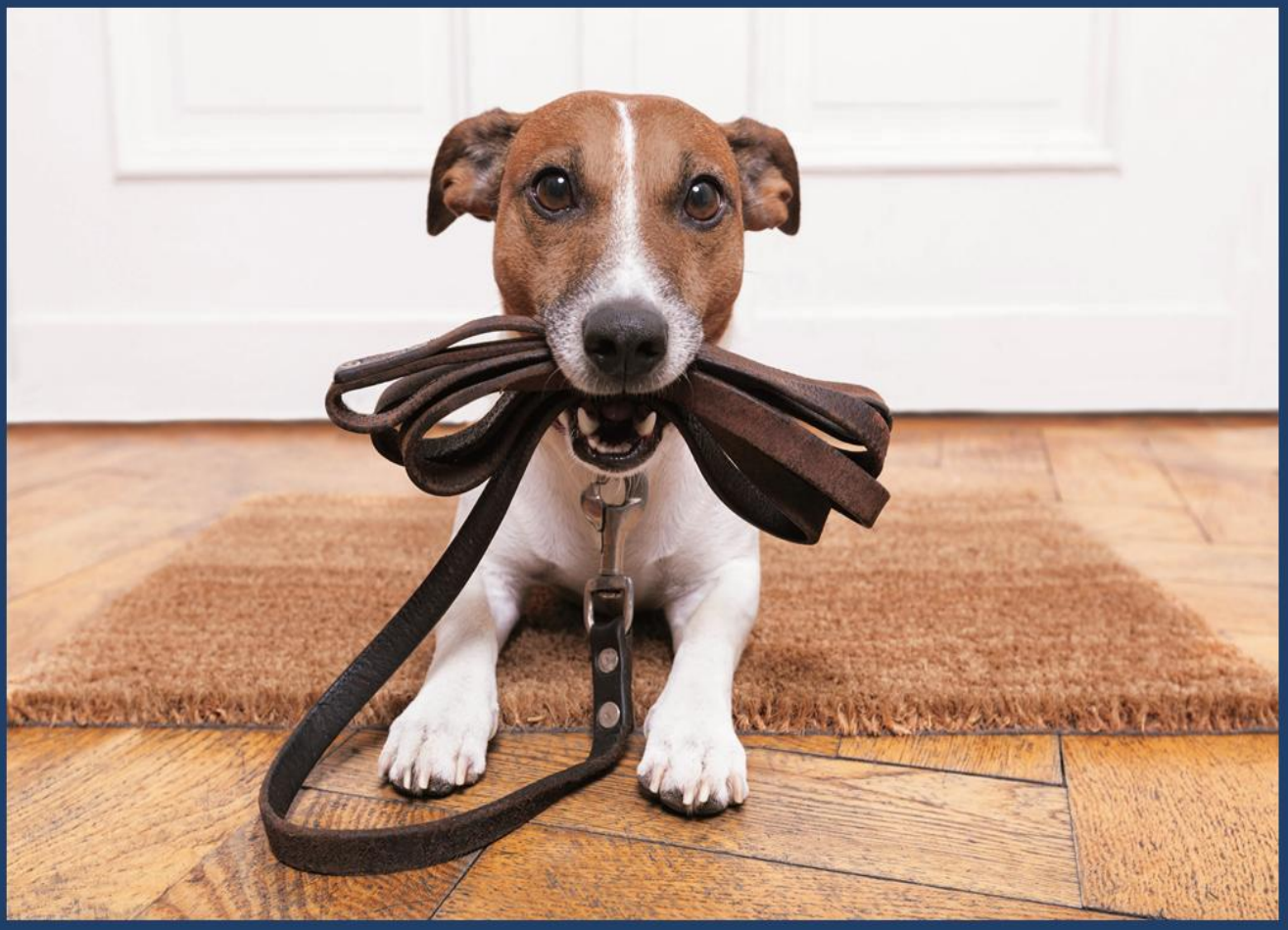
What is Not Covered

This section does not cover:

1. The deliberate act of any electricity or gas supply authority of the exercise by any such authority of its power to withhold or restrict supply.
2. Failure of the electricity or gas supply due to strikes or any other withdrawal of labour by employees of any electricity or gas authority.
3. **Damage** caused by or arising from pollution or contamination unless
    a. the **Damage** caused by pollution or contamination results from an insured peril other than Accidental Damage; or
    b. the **Damage** is caused by any of the Insured Perils other than Accidental Damage which itself results from pollution or contamination

Conditions to Section 10

It is a Condition Precedent to **Our** liability under this Section that the refrigerant unit(s) is/are maintained by maker, installer or competent engineer under an annual maintenance contract.



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