hencilla canworth

POLICY DOCUMENT

MEDIA FREELANCER INSURANCE

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About Your Policy

Certification And Extent Of Policy Coverage

This is to certify that in accordance with the authorisation granted to Hencilla Canworth Limited by the Insurers and in consideration of the premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the Business, as detailed in the Policy Schedule, after such loss, damage or liability has been proved.

Provided always that:

(1) Insurers liability shall not exceed the limits of liability expressed in the attaching Schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf;

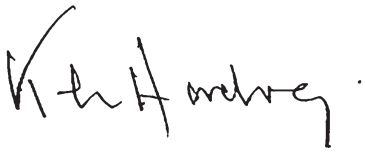
(2) this Policy insures only in respect the sections specified in the Policy Schedule.

(3) this Policy is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

This Policy has been issued and signed on behalf of Insurers by

Hencilla Canworth Limited
Simpson House
6 Cherry Orchard Road
Croydon
Surrey
CR9 6AZ

Authorised signatory



K P Harding
Director
Hencilla Canworth Ltd

Identity of Insurers (except in respect of Professional Indemnity Section)

Argo Direct Ltd on behalf of ArgoGlobal SE

Individual proportion 35%

Argo Direct Limited (No. 4019569) is registered in England and Wales at Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

AIG Europe Limited

Individual proportion 35%

AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

Covéa Insurance plc

Individual proportion 30%

Covéa Insurance plc, Registered in England and Wales No.613259. Registered office, Norman Place, Reading, RG1 8DA

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998.

AIG Europe Limited and Covéa Insurance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Identity of Insurer for Professional Indemnity Section Only

Argo Direct Ltd on behalf of ArgoGlobal SE

Individual proportion 100%

Argo Direct Limited (No. 4019569) is registered in England and Wales at Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998.

Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscriptions of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Hencilla Canworth Ltd. is an Independent Insurance Intermediary authorised and regulated by the Financial Conduct Authority under reference number 226263. Registered office: Hencilla Canworth Ltd. Simpson House, 6 Cherry Orchard Road, Croydon, CR9 6AZ. Registered in England. Company number: 1593283

Complaints

At Pen Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:
Pen Underwriting Limited
Complaints
7th Floor Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

You can also contact Your Insurer, contact details can be found in The Schedule.

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

You can visit the website at www.fscs.org.uk or write to:
Financial Services Compensation Scheme
7th Floor
Lloyd's Chambers
Portsoken Street
London
E1 8BN

How to make a claim

We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

To report a claim please contact:

Hencilla Canworth Ltd Telephone: 020 8686 5050
Email: media@hencilla.co.uk

Language and Law

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts

The Contract of Insurance

The Policy Introduction Sections Definitions terms Conditions and Exclusions Schedule and Endorsements are to be read as one document

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Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

Building(s)
means property belonging to or for which You are responsible in the Event of Damage at the Premises that is unless otherwise stated in the Schedule built mainly of brick stone concrete or other non-combustible materials and includes unless more specifically insured

1) landlord's fixtures and fittings

2) glass

3) outside buildings extensions gangways and annexes

4) walls gates fences yards driveways car-parks forecourts roads and footpaths

5) conveyors trunks lines wires service pipes and other equipment on the premises security lighting security cameras and other security or fire protection devices affixed signs television radio satellite receiving aerials communication aerials masts affixed to the building fixed poles fixed pylons and fitting

Business
means Your business as stated in the Schedule

Company/Our/Us/We
means insurers whose identity is stated under Identity of Insurers

Contractual Liability
means liability attaching to You by virtue of a contract but which would not have attached in the absence of such contract

Damage
means physical loss or destruction of or damage to Property

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

Denial of Service Attack
means any actions or instructions constructed or generated with the ability to Damage interfere with or otherwise affect the availability of networks or network services or network connectivity or information systems

The Definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and among networks

Electronic Data
means facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Employee(s)
means

1) anyone under a contract of service or apprenticeship with You

2) any

   a) labour master or labour only subcontractor or person supplied or employed by them

   b) self-employed person

   c) person hired to or borrowed by You

   d) person engaged under a work experience youth training or similar scheme

   e) voluntary helper

   f) outworker or homeworker

under Your control and supervision while working for You in connection with Your Business

Endorsement(s)
means the document(s) detailing modifications made to the insurance provided under the Policy or Section

Event
means any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause

Excess
means the amount You or any party entitled to indemnity will contribute in relation to every Event insured at each Premises each and every loss before We assume any responsibility to make a payment for and applies after the application of all other terms and Conditions including any Condition of Average (underinsurance)

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

Hacking
means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

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Incident
means an Event of Damage to insured Property used by Your Business carried on at the Premises

Insured/You/Your
means the person or corporate body or organisation detailed in the Schedule

Microchip
means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

Period of Insurance
means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium

Pollution or Contamination
means

1) pollution or contamination of Buildings or structures or of water or land or the atmosphere

and

2) all loss Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

Premises
means the location of insured Property occupied by You

for the purposes of Your Business and includes the grounds within the boundaries for which You are responsible as stated in each respective Section of the Schedule

Property
means material property

Proposal
means any completed proposal form and or information provided by You or on Your behalf in connection with this insurance Policy including all declarations and or statement of fact and or instructions

Schedule
means the document stating the operative Section(s) You have chosen the Period of Insurance and details Your Business the Limit of Liability or Sum Insured and or Total Sum Insured and or Insurance Provided under the Sections(s)

Section(s)
means the parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

Specified Perils
means the numbered specified perils detailed in the Buildings & Contents Section of this Policy

Sum Insured
means the maximum amount We will pay for each item insured under any Section

System
means computers other computing and electronic equipment linked to a computer hardware software programs data electronic data processing equipment Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Terrorism
Not applicable to Liability Section

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

Transit
means from the time the Property is loaded into the carrying Conveyance and continues during the course of transit until the time it is unloaded at its destination including the period during loading and unloading on to or from the carrying Conveyance

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

Unattended
means where there is no one allocated responsibility for keeping the Property and or vehicle and or trailer under observation with a reasonable prospect of preventing any unauthorised interference

Unoccupied
means any Building or any portion of a Building that is untenanted and or unfurnished and or no longer in active use and or empty

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 internet electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not

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Policy Conditions

Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

1) Your interest ceases except by death

2) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued

3) the risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing

Misrepresentation Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us

2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms

3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay

   X = premium charged divided by the premium that would have been charged if You made a fair presentation of the risk all multiplied by 100

4) if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

Conditions Precedent and Warranties

It is a condition precedent to Our liability that You comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You.

Where:

(i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;

and

(ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude,

limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred."

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance We may terminate this Policy with effect from date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and We shall be entitled to retain all premiums paid in respect of the Policy

Cancellation

1) Your rights

   1.1) You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later (this is known as the 'cooling off' period).

   You may exercise this right by writing to Us instructing cancellation and returning all documentation to Us. We will refund the full amount of any premium paid by You but we may retain an administration fee.

   If a claim has been made or an incident notified to Us that could give rise to a claim during the 'cooling off' period that Policy will be treated as in force and no such refund will be made.

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This right does not apply at the first or any subsequent renewal of this Policy

1.2) You may cancel this Policy after the 'cooling off' period by sending written notice of cancellation by registered post to Us.

Such cancellation will be effective no more than sixty days after the date of posting. At Our discretion, in the event of non-payment of premium the cancellation shall be effective ten days after the date of posting. Sending notice by registered post shall be sufficient notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance.

If You cancel this policy then You may be entitled to a proportionate refund premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim, during the Period of Insurance whereby should the estimated or paid claim cost exceed the premium for the spend period, the cost of the claim will be deducted from the return premium payable. The total amount refunded to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding and We may retain any administration fees paid.

2) Our rights

We may cancel this Policy at any time by providing You with 14 days' notice of cancellation by recorded delivery letter to Your last known Business address.

If We cancel the Policy then You will be entitled to a proportionate refund of the premium paid based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim during the Period of Insurance when no refund of premium will be made.

3) Certificate of Insurance

If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover.

Claims (Action to be taken by You)

Not applicable to the Business Interruption Section

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will

1) give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event

2) notify Us and the police immediately that it becomes evident any Damage has been caused by Specified Perils 6) Malicious Persons and or 16) Theft or Attempted Theft or relates to loss of Money and take all practical steps to discover any guilty person and to trace and or recover the Property insured or Money

3) deliver to Us at Your own expense within 30 days after the Event of Damage giving rise to a claim or 7 days in the Event of Damage being caused by Specified Perils 5) Riot Civil Commotion Strikers Locked-out Workers and or 6) Malicious Persons or such further time as We may allow

   a) full information in writing of the Property lost destroyed or Damaged and of the amount of Damage

   b) details of any other insurances on any Property hereby insured

   c) all such proofs and information relating to the claim as may be reasonably required

   d) if requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details

4) provide all additional information We may require within the time stipulated by Us

5) forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto

6) give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry

7) at all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre- action protocols as may be in force

8) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

Claims (Our Rights)

Not applicable to Liability Section

It is a condition precedent to any liability of Ours to make any payment under Policy that in the Event of Damage for which a claim is or may be made to Us and any person authorised by Us may without hereby incurring any liability or diminishing any of Our rights under this Policy

1) enter any site or Premises where Damage has occurred and take and keep possession of the Property insured

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2) deal with any salvage as it deems fit but no Property may be abandoned to Us if We elect or become bound to reinstate or replace any Property You shall at Your own expense produce and give to Us all such plans documents books and information as We shall reasonably require

   We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

Claims (Conduct and Control)

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without Our written consent

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require

Claims (Contribution)

Not applicable to Liability Section

If at the time of any Damage there is any other insurance effected by or on Your behalf covering any of the Property lost or Damaged Our liability hereunder shall be limited to its rateable proportion of such Damage

Claims (Reinstatement)

If at Our option any Property is to be reinstated or replaced You will at Your own expense provide all such plans documents books and information as may be reasonably required

We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

Claims (Subrogation)

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

Premium Adjustment

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us

At Our request You shall supply an auditors certificate in support of such particulars

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

Protections

Not applicable to the Liability Section

You shall ensure that

1) all protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by Us shall be in full operation securing the Premises whenever the Premises are closed for Your Business or left unattended

2) any keys for the Premises and or intruder alarm installation and or safes and or strongrooms and or any other secured area or device in which Property insured is kept are removed from the Premises whenever the Premises are closed for Your Business or left unattended

3) awareness of codes for the operation of the intruder alarm installation is restricted to authorised persons and no details of the same are left on the Premises

   The codes shall be changed immediately following the departure from the Your Business of an authorised person

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Reasonable Precautions

You shall take all reasonable precautions

1) to prevent any Event which may give rise to a claim under this Policy

2) to maintain Your Premises and machinery and everything used in Your Business in proper repair

3) in the selection and supervision of Employees

4) to comply with all statutory and other obligations and regulations imposed by any authority

5) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

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Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Subjectivity

1) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You

   1.1) providing Us with any additional information requested by the required date(s)

   1.2) completing any actions agreed between You and Us by the required date(s)

   1.3) allowing Us to complete any actions agreed

2) If We require You must allow Us access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s)

Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option

a) modify the premium

b) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions

c) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)

d) exercise Our right to cancel the Policy

e) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

We will contact You or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by Us will take effect

Our requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If You disagree with Our requirements and or decisions We will consider Your comments and where We consider appropriate We will continue to negotiate with You or Your insurance adviser and or representatives to resolve the matter to Your and Our satisfaction

In the event that the matter cannot be resolved

1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

2) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

The above Condition does not affect Our rights at Common Law

Rights of Third Parties

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

Assignment

You shall not assign any of the rights or benefits under this Policy and 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 and or any Section of this Policy

Data Protection

All personal data provided by You will be treated by Us as confidential and will not be disclosed to any third party without Your consent unless permitted by law or as set out below

It is understood by You that any personal data provided to Us regarding You will be processed by Us for the purposes of providing insurance, handling any claims and any other related purpose and which may require providing such information to third parties

You agree that We may pass Your personal data to such third parties for processing on Our behalf

As a result We or such third parties may transfer Your personal data to a destination outside the European Economic Area ("EEA")

Both We and such third parties will take the necessary steps to ensure that Your information is treated securely and in accordance with this privacy Policy. Details of those third parties can be provided to You on request

For a small fee You are entitled to a copy of the personal data We hold about You

If You would like to find out more about Our data protection Policy or would like a copy of the personal data We hold about You please contact Us

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Policy Exclusions

War and similar risks

Not applicable to Employers' Liability Subsection of the Liability Section

We shall not provide indemnity under this Policy in respect of any

1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss

2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability

   2.1) war invasion act(s) of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority

   2.2) any action taken in controlling preventing suppressing or in any way relating to 2.1) above

Radioactive and Other Contamination

We shall not provide indemnity under this Policy in respect of any

1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss

2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

   a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

   b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof

   c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter

   d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes

   e) any chemical biological biochemical or electromagnetic weapon provided that

      i) in respect of the Employers' Liability Subsection of the Liability Section or paragraphs a) and b) above shall only apply when You under a contract have

         1) undertaken to indemnify another party

         2) assumed liability which would not have attached in the absence of such contract

      ii) paragraphs c) d) and e) above shall not apply to the Liability Section

Terrorism

Not applicable to Liability Section

We shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from

1) Terrorism occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

2) any act including but not limited to the use of force or violence and or the threat thereof of any person or groups 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 occurring other than in England Wales and Scotland

Including any 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 1) or 2) above

3) any act of Terrorism regardless of any cause or event contributing concurrently or in any other sequence to such act of Terrorism

In any action suit or other proceedings where We allege that any Damage cost or expense is not covered the burden of proof that such Damage cost or expense is covered shall be upon You

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

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Date Recognition

Not applicable to Employers' Liability Subsection of the Liability Section

We shall not provide indemnity under this Policy in respect of any

1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss

2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any

   2.1) computer data processing equipment or media Microchip integrated circuit or similar device or

   2.2) other equipment or System for processing storing or retrieving data or

   2.3) computer software whether Your Property or not to

      a) recognise correctly any date as its true calendar date

      b) capture save retain or correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date

      c) capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date

   but indemnity shall apply under all Sections except the Employers' Liability Subsection of the Liability Section or in respect of subsequent Damage which itself results from Specified Perils 1) – 7) and or 9) – 13) and or 16) other than Theft or Attempted Theft by Employee but only where such Specified Perils are not stated to be otherwise excluded in the Schedule and Damage would otherwise be the subject of indemnity thereunder

Loss of Electronic Data

Not applicable to Employers' Liability Subsection of the Liability Section

We shall not provide indemnity under this Policy in respect of any

1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss

2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from any Damage destruction distortion erasure corruption or alteration of Electronic Data arising from any cause whatsoever including but not limited to Virus or any loss of use reduction in functionality cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or Event contributing concurrently or in any sequence to the Damage destruction distortion erasure corruption alteration reduction cost or expense provided that this Policy Exclusion shall not apply to the indemnity provided under the

   a) Buildings & Contents Section in respect of Damage to Property insured directly caused by Specified Perils – 5) and or 7) and or 9) – 13) except where such Specified Perils not stated to be otherwise excluded in the Section Schedule and Damage would otherwise be the subject of indemnity thereunder

   b) Public and Products Liability Subsections of the Liability Section against legal liability in respect of accidental

      i) Bodily Injury to any person

      ii) wrongful arrest wrongful detention false imprisonment or malicious prosecution

Sanction Limitation and Exclusion

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any member of Our group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country

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Owned/Hired Equipment Used Away From Your Premises

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Geographical Limit Definition
Means the Geographical Limit which is stated in the Schedule which is defined as below:

UK means Great Britain Northern Ireland the Isle of Man or the Channel Islands

Worldwide means anywhere in the world

Section Cover

Damage occurring to Property stated in the Schedule within the Geographical Limit stated in the Schedule during the Period of Insurance

Condition of Average

If at the time of Damage the Sum Insured for each item is less than 85 per cent of the value of the item insured then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property

Limit of Liability

We will pay You the value of such Property or the amount of the Damage at the time of such Damage or at Our option reinstate or replace such Property provided that Our liability under this Section shall not exceed the Sum Insured shown for each Item in the Schedule in respect of any one Period of Insurance

Section Extensions

Continuing Hire Costs

(Only applicable if Hired Equipment is insured under this Section)

This Extension provides insurance for loss of hiring charges for which the Insured is responsible under the conditions of hire, arising directly from physical loss, Damage or delay to any item insured hereunder.

Subject to the terms and conditions of this policy and provided that:

1) Our maximum liability shall not exceed the amount shown in the Schedule

2) We shall not be liable for hiring charges arising more than thirteen weeks from the date of loss or Damage to which they relate

3) We shall not be liable for the Excess as specified in the Schedule

4) The Insured will do and assist Us or Our representatives in doing everything reasonable to minimise any loss

Alternative Hire Costs

(Only applicable if Owned Equipment is insured under Section 1)

This Extension provides insurance for the cost of hiring alternative item(s) following Damage insured under this section.

Subject to the terms and conditions of this policy and provided that:

1) Our maximum liability shall not exceed the amount shown in the schedule

2) We shall not be liable for hiring costs arising more than six weeks from the date of loss or Damage to which they relate

3) We shall not be liable for the Excess as specified in the schedule

4) The Insured will do and assist Us or Our representatives in doing everything reasonable to minimise any loss

Section Exclusions

We shall not indemnify You for

1) subsequent or inevitable loss of any kind

2) Damage caused by

   a) inherent vice or latent defect or gradual deterioration or wear and tear or frost or change in water table level or its own faulty or defective design or materials and gradual operating cause

   b) faulty or defective workmanship or operational error or omission on Your or any Employees part but this will not exclude subsequent Damage which itself results from a cause not being otherwise excluded

3) Damage caused by

   a) corrosion or rust or wet or dry rot or shrinkage or evaporation or loss of weight or dampness or dryness or marring or scratching or vermin or insects

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b) change in temperature or atmospheric or climatic conditions

c) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

i) Damage which itself results from any operative Specified Peril under the Buildings & Contents Section or from any other cause not otherwise excluded

ii) subsequent Damage which itself results from a cause not otherwise excluded

4) Damage from Unattended vehicle and or trailer unless the Property is kept within the boot or secure compartment or hidden from view which is secured by all locks and other protections

5) Damage caused by

a) acts of fraud or dishonesty by Your Employees

b) unexplained disappearance or unexplained or inventory shortage or misfiling or misplacing of information

c) any process of fitting or testing or servicing or repair or renovation or adjustment

6) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by any operative Specified Peril under the Buildings & Contents Section

7) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment

8) the Excess amount stated in the Schedule

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Liability Section

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Asbestos
means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos asbestos fibres or particles or any derivatives of asbestos

Bodily Injury
means physical or mental injury including death illness disease mental anguish or shock but not defamation

Excess
means the first amount payable to You or any other person entitled to indemnity of each and every claim before We shall be liable to make any payment

If any payment made by Us includes the amount for which You or any party entitled to indemnity is responsible such amount shall be repaid to Us immediately.

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

Offshore Activity
means any work on or visit to an Offshore Installation from the time of embarkation onto a conveyance at the point of final departure to such Offshore Installation until the time of disembarkation from a conveyance onto land on return from such Offshore Installation

Offshore Installation
means any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk landing ramp bridge walkway accommodation or other connected structure which has been is or will be engaged in Production

Principal
means any person employer firm company ministry or authority for whom You carry out a contract for the performance of work

Product Supplied
means any product or thing (including containers packaging or labelling) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by You in the course of Your Business in or from the Territorial Limits

Offshore Production
means the processes of prospecting for or extraction separation storage treatment or distribution of oil or gas

Territorial Limits
Means the Territorial Limits which is stated in the Schedule which is defined as below:

UK means Great Britain Northern Ireland the Isle of Man or the Channel Islands but not Offshore Activity

EU means Great Britain Northern Ireland the Isle of Man or the Channel Islands or any country which is a member of the European Union

Rest of World excluding North America means anywhere in the world but not United States of America or Canada or not Offshore Activity

Rest of World including North America means anywhere in the world but not Offshore Activity

Terrorism
means any act including but not limited to the use of force or violence and or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisations or governments committed for political religious ideological or similar purposes and or to put the public or any section of the public in fear

Employers' Liability Subsection

Subsection Cover

We will indemnify You against legal liability for damages in respect of Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits as shown in the Schedule arising out of and in the course of employment with You in connection with Your Business provided that:

1) If the Territorial Limits stated in the Schedule includes countries outside of Great Britain Northern Ireland the Isle of Man or the Channel Islands then;

   a. any such Employee is ordinarily resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands and;

   b. We shall not provide indemnity in respect of any amount payable under Workers' Compensation Social Security or Health Insurance legislation'

Limit of Liability

Our Limit of Liability for damages costs and expenses payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule

Provided that the amount of the above stated Limit of Liability shall not exceed £5,000,000 for Bodily Injury caused by Asbestos or Terrorism

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

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Unsatisfied Court Judgments

Where a judgment for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury caused to the Employee arising out of and in the course of employment with You in connection with Your Business and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then at Your request We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

1) the judgment for damages has been obtained against any company or individual operating from or resident in Premises within the Territorial Limits in any court situated in the Territorial Limits

2) there is no appeal outstanding

3) if any payment is made by Us the Employee or their legal personal representatives shall assign the judgment to Us

4) this Subsection is operative at the time that such Bodily Injury is caused and indemnity will only apply in respect of those damages that relate to Bodily Injury caused during the Period of Insurance

5) Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule

Subsection Exclusions

We shall not provide indemnity against liability

1) in respect of which compulsory insurance or security is required to be arranged by You under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order

2) caused by or arising from any Offshore Activity

Public Liability Subsection

Subsection Cover

We will indemnify You against legal liability for damages in respect of accidental

1) Bodily Injury to any person

2) Damage to Property

3) obstruction trespass nuisance or interference with any right of way air light or water or other easement

4) wrongful arrest wrongful detention false imprisonment or malicious prosecution

Occurring during the Period of Insurance within the Territorial Limits as shown in the Schedule in connection with Your Business

Limit of Liability

1) Our Limit of Liability for damages payable in respect of any Event and in the aggregate in respect of all Events during any one Period of Insurance shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that

   1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism

   1.2) in respect of any Event occurring within or claims brought under the laws of the United States of America or Canada or any other territory which operates under such laws the Limit of Liability applicable shall be the maximum amount payable including any costs and expenses for which an indemnity is provided

2) Except as stated in paragraph 1.2) above and unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Buildings Temporarily Occupied

Subsection Exclusion 5.2) shall not apply to liability for Damage to buildings including contents therein which are not owned leased or rented by You but are temporarily occupied by You for the purpose of maintenance alteration extension installation or repair

Data Protection Act

We will within the terms of this Subsection indemnify You against liability for damages in respect of damage arising out of any claim under Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against You during the Period of Insurance provided that

1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed the amount stated as Limit of Indemnity in the Schedule to this Subsection

2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn

3) We shall not provide indemnity

   3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000

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3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission

3.3) for the costs of replacing reinstating rectifying or erasing any personal data

3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim

3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person

3.6) against Contractual Liability

3.7) against liability in respect of Bodily Injury to any person or Damage to Property

Defective Premises Act

The indemnity provided by this Subsection shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Premises previously owned or occupied by You for purposes pertaining to Your Business and which have since been disposed of by You provided that We shall not provide indemnity against liability

1) for which indemnity is provided by any other insurance

2) for the costs of remedying any defect or alleged defect in such Premises

Leased or Rented Premises

Subsection Exclusion 5.2) shall not apply to liability for Damage to Premises including their fixtures and fittings leased or rented to You provided that We shall not provide indemnity against

1) Contractual Liability

2) the first £500 of each and every Event of Damage to Premises caused other than by fire or explosion

Motor Contingent Liability

Notwithstanding Subsection Exclusions 2.3) We will indemnify You and no other person for the purpose of this Extension against legal liability for damages in respect of Bodily Injury or Damage to Property caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by You being used in the course of Your Business provided that We shall not provide indemnity against liability

1) in respect of Damage to any such vehicle or trailer or Property conveyed therein or thereon

2) for which indemnity is provided by any other insurance

3) caused or arising whilst such vehicle or trailer is

3.1) engaged in racing pace-making reliability trials or speed testing

3.2) being driven by You

3.3) being driven with Your general consent or Your representative by any person who to Your knowledge or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

3.4) used elsewhere other than within Great Britain Northern Ireland the Isle of Man or the Channel Islands

Motor Vehicles

Subsection Exclusions 2.3) shall not apply to liability caused by or arising from

1) the use of plant as a tool of trade at Your Premises or on any site at which You are working

2) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle

3) Damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that We shall not provide indemnity against liability

a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

b) for which indemnity is provided by any other insurance

Overseas Personal Liability

We will indemnify You or at Your request

1) any director partner or Employee of Your Business

2) any spouse or child of Yours or any persons stated who are accompanying such persons

against liability incurred by such persons in a personal capacity in a country to which the Territorial Limits does not extend whilst on a temporary visit to such country in connection with Your Business provided that

1) any person entitled to indemnity under this Extension shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

2) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

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3) We shall not provide indemnity against

3.1) Contractual Liability

3.2) liability for which indemnity is provided by any other insurance

3.3) liability in respect of Damage to Property belonging to or in the custody of or under the control of any person entitled to indemnity under this Extension

3.4) liability in respect of Bodily Injury to any person entitled to indemnity under this Extension

4) liability caused by or arising from

4.1) the ownership or occupation of land or buildings

4.2) the carrying on of any business profession trade or employment

4.3) the ownership possession or use of animals other than horses or domestic dogs or cats

Pollution or Contamination Clean Up Costs

These definitions apply to this Extension wherever these words or phrases appear with an upper case letter

Environmental Legislation
means any legislation for the protection of the environment or control of Pollution or Contamination

Pollution or Contamination
means all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)

Remediation
means works or operations to treat remove or dispose of Pollution or Contamination but excludes works or operations to

1) reinstate reintroduce or restore flora or fauna

2) restore natural habitats or species protected under Environmental Legislation

We will also indemnify You in respect of Pollution or Contamination occurring within the Great Britain Northern Ireland the Isle of Man or the Channel Islands caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance and We will also indemnify You against

1) the costs of any Remediation legally required or ordered by any statutory authority or regulator acting in accordance with the terms of any Environmental Legislation to be conducted by You and

2) liability for the costs of any Remediation conducted by any statutory authority or regulator and legally sought from You by that statutory authority or regulator in accordance with the terms of any Environmental Legislation provided that

2.1) all Pollution or Contamination which arises out of one Event shall be deemed to have occurred at the time such Event takes place

2.2) under this Extension We shall indemnify You only to the extent that the Remediation to which the indemnified costs relate is the minimum necessarily conducted under the provisions of Environmental Legislation

2.3) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation arising out of Pollution or Contamination

a) occurring outside the Great Britain Northern Ireland the Isle of Man or the Channel Islands

b) consisting of any radioactive substances or Asbestos

c) caused by any Product Supplied

d) caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road) marine vessel or aircraft

e) arising out of genetically modified organisms

2.4) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation carried out on or in order to protect any Property belonging to or in Your custody or under the control other than premises leased rented hired and not belonging to You but temporarily occupied by You for the purpose of maintenance alteration extension installation or repair

2.5) Our liability under this Extension for costs payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not in the aggregate exceed £100,000 and the total amount payable

a) under this Extension and

b) otherwise under this Subsection for all damages in respect of Pollution or Contamination as defined in Policy Definitions which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate during any one Period of Insurance the amount stated as the Limit of Indemnity for this Subsection in the Schedule

2.6) We shall not provide indemnity under this Extension against any costs or any liability for

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costs of Remediation to the extent they relate to

a) any measures to prevent the spread of any Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination

b) the removal or disposal of any waste deposited by You or on Your behalf

c) any amounts payable by way of compensation to third parties affected by such Pollution or Contamination

d) any amounts payable by way of fines or penalties

e) any costs and expenses incurred by You or prosecution costs and expenses awarded against You in connection with any criminal proceedings arising out of the Pollution or Contamination

f) any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to Event that caused the Pollution or Contamination

Property belonging to a Third Party
We will indemnify the Insured in respect of legal liability for Damage to Property, which is held in trust or in the custody or control of the Insured in connection with the Business.

The maximum We will pay in respect of this clause is:

i) £25,000 for any one claim.

ii) £100,000 during the period of insurance.

We will not provide indemnity in respect of:

a) Damage to Property owned, leased, hired or rented to the Insured..

b) Damage to Property which is held in trust or in the custody or control of any other person.

c) the first £500 of each and every loss under this clause.

d) where indemnity is provided by another insurance policy.

e) Damage to Property which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

Subsection Exclusions

We shall not provide indemnity against liability

1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business

2) caused by or arising from the ownership or possession or use by You or on Your behalf of any

2.1) aircraft or aerospatial device or hovercraft

2.2) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length

2.3) mechanically propelled vehicle

a) for which compulsory insurance or security is required under any legislation governing the use of the vehicle

b) where indemnity is provided by any other insurance.

3) caused by or arising from any Product Supplied after it has ceased to be in Your custody or under Your or any Employees control other than food or drink for consumption on Your Premises

4) Contractual Liability unless the sole conduct and control of claims is vested in Us but We will not in any Event provide indemnity in respect of liquidated damages or liability under any penalty clause or Damage to Property which comprises contract works executed

5) in respect of Damage to Property

5.1) belonging to You

5.2) in Your or any Employees custody or under their control other than personal effects including vehicles and their contents of any visitor director partner and or Employee of Yours

5.3) being that part of any Property on which You or any Employee or agent of Yours is or has been working where Damage arises out of such work

6) for the Excess amount stated in the Schedule to this Subsection other than in respect of Damage to Premises including their fixtures and fittings leased rented or hired to You

7) If the Territorial Limits shown in the Schedule states Rest of World including North America then

a) in respect of punitive exemplary or aggravated damages arising from any Event occurring within North America or Canada caused by or arising from any Product Supplied

b) for the first £2,500 of any claim arising from any Event occurring within North America or Canada caused by or arising from any Product Supplied (which will be considered to

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replace the Excess shown in the Schedule)

Products Liability Subsection

Cover

We will indemnify You against legal liability for damages in respect of accidental

1) Bodily Injury to any person

2) Damage to Property

occurring during the Period of Insurance anywhere in the world and caused by or arising from any Product Supplied

Limit of Liability

1) Our Limit of Liability for damages payable in respect of any Event and in the aggregate in respect of all Events during any one Period of Insurance shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that

   1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism

   1.2) in respect of any Event occurring within or claims brought under the laws of the United States of America or Canada or any other territory which operates under such laws the Limit of Liability applicable shall be the maximum amount payable including any costs and expenses for which an indemnity is provided

2) Except as stated in paragraph 1.2) above and unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Consumer Protection & Food Safety Acts

We will provide indemnity to You and at Your request any director partner or Employee in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or of Part II of the Food Safety (Northern Ireland) Order 1991 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business

2) We shall not provide indemnity in respect of

   2.1) fines or penalties of any kind

   2.2) any circumstances for which indemnity is provided by any other insurance

   2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission

   2.4) proceedings which arise out of any activity or risk excluded from this Policy

3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Subsection Exclusions

We shall not provide indemnity against liability

1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business

2) in respect of Damage to or the costs or expenses of recalling repairing replacing altering removing or making any refund in respect of any Product Supplied caused by or arising from

   2.1) any defect in or the harmful nature of or the unsuitability for its intended purpose of such Product Supplied

   2.2) an error or fault in connection with the sale supply or presentation of such Product Supplied

3) caused by or arising from any Product Supplied whilst in Your custody or under Your or any Employees control

4) caused by or arising from any Product Supplied which to Your knowledge for

   4.1) use in or on any aircraft or aerospatial device

   4.2) aviation or aerospatial purposes

   4.3) use in the safety or navigation of marine craft of any sort

5) caused by or arising from any Product Supplied which to your knowledge is for use in or supply to the United States of America or Canada

6) arising from a Contractual Liability other than

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liability arising out of a condition or warranty of goods implied by law

7) for the Excess amount stated in the Schedule to this Subsection

Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Additional Activities

We will provide indemnity in respect of liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to Your Business

1) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services

2) the ownership repair maintenance and decoration of Your Premises

3) private work carried out by any Employee with Your consent for any director partner or senior official of Yours

4) participation in exhibitions trade fairs conferences and the like

5) sponsorship of events or organisations or entities or individuals

6) repair maintenance or servicing of Your own mechanically propelled vehicles

7) provision of gifts and promotional material

Claimants' Costs and Expenses

We will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity applies

Costs of Court Attendance

If any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will reimburse You at the following rates per day for each day on which attendance is required

1) any director or partner of the Insured £500

2) any Employee £250

Cross Liabilities

If the Insured comprises of more than one party We will under the Public Liability and Product Liability Subsections provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

Defence Costs and Expenses

We will provide indemnity in respect of all

1) costs incurred with Our written consent of legal representation at any

   1.1) coroner's inquest or other inquiry in respect of any death

   1.2) proceedings in any court in respect of any act or omission causing or relating to any Event

2) other costs and expenses incurred with Our written consent in relation to any matter

Health and Safety at Work Act

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business

2) We shall not provide indemnity in respect of

   2.1) fines or penalties of any kind

   2.2) any circumstances for which indemnity is provided by any other insurance

   2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such an act or omission

   2.4) proceedings which arise out of any activity or risk excluded from this Policy

   2.5) proceedings which relate to the health safety or welfare of any Employee unless the Employers Liability Subsection is operative at the time when the offence was committed

   2.6) proceedings which relate other than to the health safety or welfare of any Employee and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed

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2.7) proceedings which relate to Products Supplied unless Products Liability Subsection is operative at the time when the offence was committed

3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Indemnity to Other Persons

We will also provide indemnity as if a separate Policy had been issued

1) to the legal personal representatives of Yours or any other person entitled to indemnity under this Policy but only in respect of liability incurred by You or such other person

2) to any Principal but only to the extent required by the contract for work and not any Principal who is located within the United States of America or Canada

3) to any owner of plant hired to You but only to the extent required by the conditions of the contract of hire not any such owner who is located within the United States of America or Canada

4) at Your request to

4.1) any officer or member of Your catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided

4.2) any director or partner or Employee of Yours while acting in connection with Your Business in respect of liability for which You would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against You

provided that

a) any persons specified above shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

b) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

Manslaughter and Corporate Manslaughter Defence Costs

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter corporate manslaughter or corporate homicide including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business

2) Our liability under this Extension for all costs and expenses shall not exceed £5,000,000 or the amount stated as the Limit of Liability for the Public Liability Subsection in the Schedule whichever is the lower in the aggregate during any one Period of Insurance

3) all amounts payable under this Extension will form part of and are not payable in addition to the Limit of Liability

4) We agree details of the specific solicitor or counsel who are to act on behalf of each party to be defended prior to their appointment

5) We shall not provide indemnity in respect of

5.1) fines or penalties of any kind or the cost of implementing any remedial order or publicity order

5.2) costs and expenses in connection with an appeal unless the solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against You or any other person entitled to indemnity at all times throughout the appeal process it being understood and agreed that any change to such prospect of success during the appeals process may result in indemnity being removed

5.3) costs and expenses for which indemnity is provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance proceedings

a) brought within any country other than Great Britain Northern Ireland the Isle of Man or the Channel Islands

b) consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission

c) which arise out of any activity or risk excluded by this Policy

d) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business

e) which relate other than to Bodily Injury or potential Bodily Injury to an Employee

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in the course of Your Business and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed

f) which relate to Products Supplied unless the Products Liability Subsection is operative at the time when the offence was committed

6) the director or partner or Employee shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Section Conditions

Avoidance of Certain Terms and Rights of Recovery

The indemnity provided under the Employers' Liability Subsection is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees within Great Britain Northern Ireland the Isle of Man or the Channel Islands or Offshore Installations within the continental shelf around those countries may require but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

Claims (Contribution)

If at the time of any Event to which this Section applies there is or but for the existence of this Section there would be any other insurance covering the same Damage or liability We shall not be liable under this Section except in respect of any Excess beyond the amount which would be payable under such other insurance had this Section not been effected

Claims (Discharge of Liability)

We may at any time at Our sole discretion

1) under Employers Liability Subsection pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims

2) under Public Liability or Products Liability Subsections pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible incurred prior to such payment

provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Limit of Liability applicable Our liability under Public Liability or Products Liability Subsections for costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims

Section Exclusions

We shall not provide indemnity

1) under the Public Liability or Products Liability Subsections against liability in respect of Pollution or Contamination occurring

   1.1) within the United States of America or Canada

   1.2) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance

provided that

in respect of any liability for which indemnity is not excluded under Exclusion 1. 2) above

a) all Pollution or Contamination which arises out of one Incident shall be deemed to have occurred at the time such Incident takes place

b) the liability for all damages under the Public Liability or Products Liability Subsections payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for the Public Liability or Products Liability Subsections

2) under the Public Liability or Products Liability Subsections against liability caused by or arising from advice design or specification You provided for a fee

3) under the Public Liability or Products Liability Subsections against liability

   3.1) in respect of mental injury mental anguish or shock or fear of suffering death Bodily Injury illness or Disease arising out of the actual alleged or suspected presence or release of Asbestos or exposure to or inhalation of Asbestos

   3.2) for the costs of management including those of any persons under any statutory duty to manage removal mitigation remediation repair alteration recall rectification replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos

against liability for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages

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Buildings and Contents Section

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Basis of Claims Settlement

Reinstatement – the amount payable in respect of insured Property will be the cost of the reinstatement of the Damage and for this purpose 'reinstatement' means

1) the rebuilding or replacement of Property Damage which provided Our liability is not increased may be carried out

   1.1) in any manner suitable to Your requirements

   1.2) upon another site

2) the repair or restoration of Property Damage in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new provided that

   a) Our liability for the repair or restoration of Property Damage in part only shall not exceed the amount which would have been payable had such Property been wholly lost

   b) each item insured is subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance)

   If at the time of reinstatement the sum representing 85 per cent of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Damage Our liability shall 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

   c) no payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made

      i) unless reinstatement commences and proceeds without unreasonable delay

      ii) until the cost of reinstatement shall have been actually incurred

   d) all the terms Conditions and Exclusions of this Policy or Section shall apply

      i) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as they are varied hereby

      ii) where claims are payable as if this Basis of Claims Settlement had not been incorporated including any Condition of Average (underinsurance)

   e) You will at Your own expense provide all such plans documents books and information as may be reasonably required

   f) We shall not be bound to reinstate exactly but only as circumstances permit

   or in respect of Stock In Trade

   Indemnity – the amount payable in respect of Stock In Trade will be the value at the time of Damage or at Our option the cost of reinstatement or replacement of such Property or any part of it provided that each item subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance)

If at the time of Damage the Sum Insured for each item is less than 85 per cent of the value of the item insured then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property

Computers

means

1) all computer equipment (including interconnecting wiring fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding

   1.1) computers which are an integral part of any item of process or production machinery

   1.2) fixed vehicle satellite navigation systems

2) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment generating equipment uninterruptable power supply voltage regulating equipment temperature and humidity recording equipment electronic access, equipment heat smoke and water detection equipment lightning and transient overvoltage protection devices anti- theft devices which have been approved by Us gas flooding equipment and pipe work and computer room partitioning

3) programs and or information stored upon fixed discs

4) all current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and or information thereon owned by or on deferred purchase leased hired rented or for which the You are responsible

but excluding Camera, Sound, Lighting, Audio Visual and Photo Equipment

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Stock In Trade
means Stock in Trade and materials in trade Your Property or for which You are responsible while in the Buildings or in the open yards at the Premises

Tenants' Improvements
means Tenants' Improvements alterations and decorations whilst in or on the Building(s) but excluding landlords fixtures and fittings

Territorial Limits
means Great Britain Northern Ireland the Isle of Man or the Channel Islands

Section Cover

Damage occurring during the Period of Insurance caused by a Specified Peril described in this Section and not stated to be otherwise excluded in the Schedule

Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and or Endorsement to this Section

Specified Perils

1) **Fire** but excluding Damage caused by

   1.1) Specified Perils 3) Explosion resulting from fire

   1.2) its own spontaneous fermentation or heating

   1.3) its undergoing any heating process or any process involving the application of heat

   1.4) Specified Peril 7) Earthquake

   1.5) Specified Peril 8) Subterranean Fire

   1.6) Specified Peril 2) Lightning

2) **Lightning**

3) **Explosion** but excluding Damage

   3.1) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control

   3.2) in respect of and originating in any vessel machinery or apparatus or its contents belonging to You or under Your control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service

4) **Aircraft** or other aerial devices or articles dropped therefrom

5) **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

   5.1) arising from cessation of work or from confiscation or destruction or requisition by order of the Government or any public authority

   5.2) by Specified Peril 1) Fire caused by strikers locked- out workers or persons taking part in labour disturbances or Specified Peril 6) Malicious Persons

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

   6.1) by Specified Peril 16) Theft or Attempted Theft

   6.2) in respect of any Unoccupied Building

7) **Earthquake**

8) **Subterranean Fire**

9) **Storm** excluding Damage

   9.1) by Specified Peril 2) Lightning

   9.2) by frost or Specified Peril 15) Subsidence Ground Heave or Landslip

   9.3) to fences gates and moveable Property in the open unless the Building is also Damaged by the same Event

   9.4) to open sided or fronted Buildings or to the

   9.5) Property contained therein 9.5) by Specified Peril 10) Flood

10) **Flood** excluding Damage by

   10.1) Specified Peril 9) Storm

   10.2) Specified Peril 11) Escape of Water

11) **Escape of Water** from any tank apparatus or pipe excluding Damage

   11.1) in respect of any Unoccupied Buildings

   11.2) by water discharged or leaking from any automatic sprinkler installation

12) **Impact** by any vehicle or animal

13) **Accidental Escape of Water** from any automatic sprinkler installation in the Premises not caused by

   13.1) freezing whilst the Buildings belonging to You or for which You are responsible are Unoccupied

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13.2) Specified Peril 3) Explosion 7) Earthquake 8) Subterranean Fire or heat caused by Specified Peril 1) Fire

14) **Accidental Physical Damage** excluding

14.1) Damage caused by

a) Specified Peril 1) – 13) and or 15) – 17) as detailed in this Section and causes excluded therefrom whether these Specified Perils are insured or not

b) inherent vice latent defect gradual deterioration gradually operating cause wear and tear faulty or defective design or materials

c) faulty or defective workmanship operational error or omission on Your part or any Employee of Yours

d) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects

e) change in temperature colour flavour texture or finish

f) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

g) mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude Damage to surrounding Property not forming part of the same machine apparatus or equipment

h) electrical or magnetic disturbance or erasure of electronic recordings

i) acts of fraud or dishonesty

j) unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information

k) You voluntarily parting with title or possession of any Property or rights to Property

l) confiscation requisition seizure or destruction by order of the government or any public authority

m) cessation of work

n) the solidification of molten material unless such Damage is directly caused by any other Specified Peril not otherwise excluded

14.2) Damage to

a) Buildings or structures caused by their own collapse or cracking unless resulting from any other Specified Peril not otherwise excluded

b) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection

c) Property in the open or in Transit

d) vehicles other than forklift trucks and vehicle accessories thereon licensed or intended to be licensed for road use caravans trailers railway locomotives rolling stock watercraft or aircraft

e) livestock growing crops or trees

f) jewellery precious stones precious metals bullion furs curiosities rare books or works of art

14.3) Damage resulting from Property undergoing

a) any process of production

b) any process of packaging treatment testing commissioning cleaning servicing repair or any other similar process but this will not exclude Damage to surrounding Property

i) not forming part of the same machine

ii) not forming part of the same process of production or the same process of packaging treatment testing commissioning cleaning servicing repair or any other similar process

15) **Subsidence Ground Heave or Landslip** excluding Damage

15.1) arising from the settlement or movement of made- up ground or by coastal or river erosion

15.2) occurring as a result of the construction demolition alteration or structural repair of any Property at the Premises

15.3) arising from the settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence groundheave or landslip

15.4) occurring prior to the inception date of the insurance under this Section

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15.5) caused by subsidence ground heave of any part of the site on which the Buildings stand or landslip resulting from groundworks or excavation at the Premises

15.6) caused by subsidence ground heave of any part of the site on which the Buildings insured stand or landslip to the yards car parks roads pavements walls gates and fences unless the Buildings insured under this Section are affected at the same time

16) **Theft or Attempted Theft** including Damage

16.1) involving forcible and violent entry to or exit from Buildings

16.2) following assault or violence or threat of assault or violence to You or any partner director Employee of Yours or members or their families or any other person lawfully on the Premises

16.3) to the Premises for which You are responsible as a result of 16.1) above

but We do exclude Damage

a) caused by You or any partner director or Employee of Yours or any other person to whom Property has been entrusted excepting collusion

b) in respect of

i) coin and similarly operated gaming and or amusement machines or their contents

ii) money except as provided for within All Other Contents

iii) livestock growing crops or trees furs jewellery gold silver or other precious metals or precious stones or curiosities works of art or rare books except as provided for within All Other Contents

iv) to Property in gardens yards open spaces or in open sided or fronted Buildings or in Buildings not on permanent foundations

unless We state otherwise in the Schedule

17) **Escape of Fuel Oil** from any fixed heating installation tank apparatus or pipe excluding Damage in respect of any Unoccupied Building

Section Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

Additional Metered Supply Charges

This Extension provides insurance for additional metered charges incurred by You or for which You are responsible as a result of Damage at the Premises

Our maximum liability is up to £25,000 in respect of any Event of Damage but excludes all and any claims where following discovery no remedial action is taken within 7 days of the Event of Damage

Annexes

The Buildings or other Property owned by You or for which You are responsible include

1) annexes conveniences external hoists gangways and staircases

2) extensions communicating with any of the Buildings

3) sub-stations insured under the respective Buildings or other Property items to which such Property is attached or belongs

Automatic Reinstatement

In the absence of written notice from Us or You to the contrary the Sum Insured by this Section will not be reduced by the amount of agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

Capital Additions

This Extension provides insurance for

1) alterations additions and or improvements to the Property but not any appreciation in value

2) newly acquired and or newly occupied Property provided Your interest is not otherwise insured anywhere in the Territorial Limits

provided that

a) at any one Premises this Extension will not exceed 10 per cent of the Sum Insured under the respective item or £500,000 in the aggregate whichever is the less

b) You will advise Us

i) every 6 months in respect of any such alterations additions and improvements

ii) as soon as practicable of any newly acquired and or newly occupied Property

You will pay the appropriate additional premium required from inception of any additional insurance provided. The additional Sum Insured declared will be added by Endorsement to the respective Schedule Sum Insured whereupon these provisions shall be fully reinstated

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Collusion

If Specified Peril 16) Theft or Attempted Theft is operative this Section extends to include Damage resulting from collusion by any Employee of Yours provided such Damage is insured under Specified Peril 16) Theft or Attempted Theft 16.1)

Continuing Interest and Hire Charges

This Extension includes the continuing interest or hiring charges for Property that You are responsible for and are unable to recover under the terms of a lease or similar agreement following Damage to Property at the Premises

Our Limit of Liability under this Extension is £10,000

Contract Price

If a contract for the sale of Goods which are 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 to You

Where this Extension applies following Damage the value of all Goods will be ascertained on this basis

Contract Works

This Extension provides insurance for Contract Works where You have contracted to arrange insurance for any Buildings and will only apply where no other Contract Works insurance Policy exists to provide an indemnity

Our maximum liability is up to £150,000 in respect of any Event of Damage and We shall not be liable for the first £1,000 of each and every loss

Contractors Interest

Where You are required to effect insurance on the insured Property in the joint names of Yourself and the contractor under the terms of a contract condition then the interest of the contractor in the insured Property is noted as joint Insured provided that You advise Us of details of any single contract valued at £150,000 or more in advance of the commencement of the work and agree to pay any additional premium We may require

Data Processing and Ancillary Equipment

This Extension includes Damage to data processing and ancillary equipment caused by dryness or dampness of atmosphere extremes of temperature corrosion or rust if directly resulting from an Event of Damage to any air conditioning facilities

Debris Removal

This Extension includes costs and expenses necessarily incurred by You with Our consent in

1) removing debris from

2) dismantling and or demolishing

3) shoring up or propping up

the portion or portions of the Property insured by the items stated in the Schedule following Damage

Our liability under this Extension in respect of any item shall in no case exceed the Sum Insured

This Extension does not include any costs and expenses

a) incurred in removing debris except from the Premises where Damage occurred and the area immediately adjacent thereto

b) arising from Pollution or Contamination of Property not insured by this Section

Designation

We agree for the purpose of determining an item heading for any Property insured to accept the designation of such Property stated in Your accounts

Drain Clearance

This Extension provides insurance for costs and expenses necessarily incurred in clearing drains sewers and gutters on Your Premises where You are responsible and liable following Damage

European Union & Public Authorities

This Extension provides insurance for additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with

1) European Union legislation

2) Building or other regulations under or framed in pursuance of any Act of Parliament or bye laws of any public authority which are hereinafter referred to as "the regulations" in respect of the destroyed or Damaged Property thereby insured

   This Extension does not apply to

   a) the cost incurred in complying with the regulations

      i) in respect of Damage occurring prior to the granting of this Section Extension

      ii) in respect of Damage not insured by this Section

      iii) where notice has been served upon You prior to the Damage occurring

      iv) for which there is an existing requirement which has to be implemented within a given period

      v) in respect of undamaged Property or undamaged portions of Property of that portion of the Property destroyed or damaged

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b) the additional cost that would have been required to make good the Property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the regulations not arisen

c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with the regulations

provided that

1) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as We may allow within the said 12 months and may be carried out upon another site if the regulations so necessitate subject to Our liability under this Extension not being thereby increased

2) if Our liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms Conditions and Exclusions of this Section then Our liability under this Extension in respect of any such item shall be reduced in like proportion

3) the total amount recoverable under any item of this Section and Extension shall not exceed

3.1) in respect of European Union legislation

a) 15 per cent of the Sum Insured

b) where the Sum Insured by the Item applies to Property at more than one Premises 15 per cent of the total amount for which We would have been liable had the insured Property by the item at the Premises where Damage had occurred been totally destroyed

3.2) in respect of building or other regulations under or framed in pursuance of any Act of Parliament and or bye-laws of any public authority the Sum Insured

Exhibitions and Demonstrations

This Extension provides insurance for Property stated in the Schedule whilst temporarily removed from the Premises (including Transit to and from) to an exhibition or demonstration site within the Territorial Limits

Our maximum liability is up to £10,000 during any one Period of Insurance

If Specified Peril 16) Theft or Attempted Theft is operative then the following wording is added to Specified Peril 16) Theft or Attempted Theft but We do exclude Damage

1) not involving forcible and violent entry to or exit from exhibition or demonstration buildings unless the exhibition or demonstration buildings are protected by permanently sited security guards

Extinguishment and Alarm Resetting Expenses

This Extension provides insurance for costs necessarily and reasonably incurred by You in refilling fire extinguishing appliances replacing used sprinkler heads resetting fire and or intruder alarms as a result of Damage to the Property insured

Fire Extinguishment Expenses

This Extension includes where not otherwise recoverable extinguishment expenses reasonably incurred by You in order to minimise Damage

Our maximum liability is up to £25,000 in respect of any Event of Damage

Glass

This Extension provides insurance for Damage for which You are responsible including all fixed plain sheet and or plain plate glass in windows doors fanlights skylights partitions furniture displays show cases counters shelves neon and or illuminated signs electric light fitments and fixed sanitary ware

Following Damage We will include costs necessarily and reasonably incurred for

1) damage to any lettering embossing beading silvering or ornamental work up to a maximum limit of £1,000 for any one Event

2) boarding up repair and or replacement of window frames framework security fittings and or alarm foil up to a maximum limit of £1,000 for any one Event

3) damage to Goods displayed up to a maximum limit of £1,000 for any one Event provided such Damage was not a direct result of Specified Peril 16) Theft or Attempted Theft

This Extension does not include Damage caused by or arising from

3.1) repairs alterations or other fitting to the Premises

3.2) defects in frames and framework

3.3) any Unoccupied Building

3.4) faulty or defective workmanship on Your part or any of Your Employees

3.5) wear tear gradual deterioration mechanical or electrical breakdown of neon and illuminated signs and electric light fitments

Landscaping and Garden Restoration

This Extension provides insurance for the costs of restoration of gardens and ornamental features

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caused by the fire brigade or other emergency services attending the Premises following Damage to the Property insured

Our maximum liability is up to £25,000 in respect of any Event of Damage

Loss Minimisation and Prevention Expenditure

This Extension includes costs and expenses necessarily incurred by You with Our consent in

a) preventing or reducing imminent Damage which would have been insured under this Section

b) reducing mitigating or otherwise alleviating Damage insured under this Section during and after the occurrence of such Damage provided that

   i) the impending Damage was not reasonably foreseeable earlier and would not be the natural outcome if such costs and expenses were not incurred

   ii) the impending Damage did not arise from any defect in the Property insured

   iii) the Damage is not more specifically insured under this or any other policy bond indemnity security or other legally binding contract

Our liability under this Extension shall not exceed £25,000 in respect of any one claim

Money and Personal Accident Assault

This Section extends to include the

1) Damage to Money from any cause whilst

   a) in the Premises outside Business Hours not contained in locked safes or strongrooms up to £250

   b) in the private residence of the Insured or any Authorised Representative, director or Employee of the Insured up to £250

   c) in the Premises outside Business Hours contained in locked safes or strongrooms up to £1,000

   d) on the Premises during Business Hours up to £1,000

   e) whilst in transit or bank night safe up to £1,000

2) Damage caused by thieves to safes and strongrooms, stamp franking machines, approved security cases, bags or waistcoats containing the Money insured hereby occurring during the Period of Insurance.

In respect of the cover provided by this extension, it is a condition precedent to liability that

1) any till or cash register on the Premises shall be left open and unlocked outside of Business Hours

2) a daily record be kept of all Money in transit and on the Premises and that such record shall be deposited in a safe place other than in the safes or place containing the Money

3) outside of Business Hours the safes and strongrooms are kept locked and the keys of the safes and strongrooms are not left on the Premises.

This policy does not cover

1) Shortages due to clerical or accounting errors

2) Damage due to the fraud or dishonesty of any person employed by the Insured:-

   a) not discovered within 7 working days of its occurrence

   b) more specifically insured by any other insurance or insurances except in respect of any loss beyond the amount payable under such other insurance or insurances

3) Damage to Money from

   a) vending or gaming machines unless specifically stated in the Schedule

   b) unattended vehicles

   c) any unattended room in the Premises during Business Hours for an amount exceeding £500 unless in a locked desk or cupboard, strong box or safe with keys removed from the room

4) Damage arising elsewhere than in the United Kingdom

5) any loss suffered by you as an immediate result of a business transaction or caused by the use of counterfeit money.

6) The first £100 of any claim.

Authorised Representative is defined as:
Any of your Employees with your consent or any person employed by a professional security company under contract with you to carry Money on your behalf.

Business Hours is defined as:
The usual hours of your Business and all hours during which you or your directors partners or Employees entrusted with the Money are on the Premises for the purpose of your Business.

Personal Accident Assault
In the event of death, Permanent Disablement or Temporary Disablement to an Insured Person as a direct result of assault, robbery or hold up or any attempt thereat at the Premises or whilst carrying Money relating to the Business, then this policy will pay the compensation as specified in respect of the following;

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	Occurrence	Benefit Payable
1)	Death	GBP 10,000
2)	Permanent Disablement	GBP 10,000
3)	Temporary Disablement	GBP 100 per week up to a maximum of 52 weeks

Providing that the compensation payable in respect of Temporary Disablement shall not exceed the Insured Persons weekly remuneration from the Insured.

Insured Person is defined as:
Any of your directors, partners or Employees under 70 years of age.

Permanent Disablement is defined as:
(1) total loss of use or physical severance of a limb at or above the wrist or ankle

(2) loss of an eye or total an irrecoverable loss of sight in one or both eyes or loss of speech and hearing

(3) permanent and total disablement from engaging in or giving attention to their usual business profession or occupation.

Temporary Disablement is defined as:
Disablement other than Permanent Disablement preventing the Insured Person from engaging in or giving attention to their usual business profession or occupation.

In respect of the cover being provided by this extension, it is a condition precedent to liability that;

1) In the event of any injury, the Insured Person must place themselves under the care of a fully qualified medical practitioner and act upon such medical or surgical advice as is given as soon as practicable

2) The Insured shall notify the insurers within 7 days of the incident giving rise to the claim providing all necessary details and obtain at his or her own expense any medical report(s) as may be required by the insurers

3) The Insured Person shall at the insurers request submit themselves to medical examination at the insurers expense as often as they deem necessary

4) No compensation shall be payable until the period of Disablement has been determined and (where Temporary) ceased

5) Notwithstanding anything to the contrary in 4) above, insurers may at their discretion pay any compensation due at intervals in arrears

6) Compensation will only be paid on production of a medical certificate or other such written evidence from a qualified medical practitioner.

This policy does not cover;

1) Under more than one item of a) to c) above in connection with the same incident, except that if any personal Injury is payable under item c) it shall be deducted from any amount subsequently paid under items a) or b)

2) For death Permanent Disablement or Temporary Disablement caused or contributed to or arising from any pre-existing defect infirmity illness or disease

Moulds Tools and Dies

This Extension provides cover for moulds tools and dies belonging to You or for which You are responsible whilst at any other premises not occupied by You within the Territorial Limits including whilst in transit thereto and therefrom by road rail or inland waterway

Our maximum liability shall not exceed £10,000 any one claim

Non-invalidation

The insurance provided 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 give notice to Us immediately when You become aware of any act or omission or alteration and agree to pay any required additional premium

Other Interests

The interest of parties having a financial interest in supplying Property to You under a hiring leasing mortgage and or similar agreement is noted by this Extension the nature and extent of any such interest to be disclosed in the Event of Damage

Professional Fees

This Extension provides insurance in respect of each Building and Machinery item for architects surveyors legal and or consulting engineers fees incurred with Our consent in the reinstatement and or repair of Property insured subsequent to insured Damage but We do not include any fees for preparation or presentation of any claim

Our maximum liability is up to the Sum Insured of any one Building or Machinery item during any one Period of Insurance

Replacement Locks

If Specified Peril 14) Accidental Physical Damage is operative this Section extends to include any of the keys of the Premises being stolen from You or any partner Director or Employee of Yours and if not recovered within 7 days We will pay for the replacement of the locks at the Premises to a standard equal to but not better than their original standard provided that We are notified of the Event within 7 days of it occurring

Our maximum liability is up to £5,000 during any one Period of Insurance

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Seventy Two Hour Clause

In the Event of

1) Specified Perils 7) Earthquake or a series of earthquakes or

2) Specified Perils 9) Storm or a series of storms or

3) Specified Perils 10) Flood or a series of floods

occurring within a 72-hour consecutive period they will be regarded as one Event provided that

a) no one individual Earthquake Storm or Flood which occurs outside a 72-hour consecutive period will be accepted in that one Event

b) You select the time when the 72-hour consecutive period commences

c) the 72-hour consecutive period will not operate beyond either expiry of the Period of Insurance or the Policy Condition Cancellation agreed date

Stock Seasonal Increase

The Sum Insured in respect of any Stock In Trade items listed within the Schedule shall be increased by 25 per cent during

a) the months of November and December and the first 14 days of January annually

b) a period of 14 days preceding and succeeding any bank holiday other than a bank holiday occurring during November and December

Sprinkler Upgrade Costs

This Extension includes additional costs of reinstatement incurred with Our consent to upgrade a sprinkler installation to comply with the current edition of the Sprinkler Rules of the Loss Prevention Council provided that the additional costs incurred are solely as a direct result of insured Damage

Our maximum liability is up to the Sum Insured of any one Building during any one Period of Insurance

Subrogation Waiver

We agree to waive any rights remedies and or relief to which We may become entitled against any subsidiary or parent company of Yours or any fellow subsidiary where You are also a subsidiary as defined by current legislation

Temporary Removal - Computer Systems Records

The cover under this Section extends to include computer systems records whilst temporarily removed to any premises you do not occupy and whilst in transit to and from such premises for an amount not exceeding £500 for any one claim excluding

(1) property lost destroyed or damaged by theft whilst in transit

(2) losses occurring outside the Territorial Limits

Temporary Removal – Documents

The insurance of deeds and other documents inclusive of any stamps thereon manuscripts plans and or writings of every description and both written and or printed books extends to cover such Property for an amount not exceeding 10 per cent of the value thereof whilst temporarily removed to any premises not in Your occupation and in Transit within the Territorial Limits

This Extension does not include

1) computer systems records

2) Property that is otherwise insured

Temporary Removal – General

The Property stated in the Schedule except Stock In Trade is covered whilst temporarily removed from the Premises for cleaning renovation or repair elsewhere and in Transit within the Territorial Limits

Our liability under this Extension shall not exceed 10 per cent of the Sum Insured in respect of the item stated in the Schedule

This Extension does not apply to

1) motor vehicles and motor chassis licensed for normal road use

2) Property not belonging to You other than Machinery

Theft Damage to Buildings

If Specified Peril 16) Theft or Attempted Theft is operative We will indemnify You for Damage to the Premises for which You are responsible which does not involve forcible and violent entry to or exit from Building

Our maximum liability is up to £25,000 in the aggregate during any one Period of Insurance

Trace and Access

This Extension provides insurance for costs necessarily and reasonably incurred with Our consent in locating the source of any escape of water from any fixed domestic water services heating installation and or escape of fuel oil including subsequent repair to walls floors or ceilings provided that

1) this Section Extension shall not apply to the cost of repairs to any fixed domestic water services or heating installation

2) Our maximum liability is up to £15,000 in respect of any Event of Damage

Transfer of Interest

If at the time of Damage You have contracted to sell Your interest in any insured Buildings and the purchase was incomplete but subsequently completes the

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purchaser on completion of the purchase and where no other insurance Policy exists to provide an indemnity to the purchaser against the Event of Damage You will be entitled to the benefit of this Section so far as the insurance relates to such Damage without prejudice to Your or Our rights and liabilities under this Section up to the date of completion

Workmen

Workmen are allowed in or about any of the Premises for the purpose of carrying out minor alterations repairs decorations and or any maintenance without prejudice to this insurance

Section Conditions

Fire Alarms

You hereby undertake to

1) carry out and record the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed

2) carry out and record the maintenance procedures specified by the manufacturers of the equipment

3) notify Us immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more

4) record details of all events such as alarm faults tests maintenance and disconnections a keep such details available for examination by Our representatives

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location on/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligations above

Fire Break Doors and Shutters

All fire break doors and shutters will be kept closed except during working hours and will be maintained in efficient working order

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location on/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

Fire Extinguishment Appliances

You shall inspect the appliances regularly and remedy promptly any defect disclosed by any such inspection or otherwise

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location on/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

Fire Extinguishment – Automatic Sprinkler Installations

In consideration of the discount and or reduced rate granted for the automatic sprinkler installation(s) You will

1) conduct a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit unless

   1.1) this function is continuously monitored

   1.2) a ring circuit or one break of wire(s) will not prevent an alarm signal being transmitted

2) conduct a test at least once a week for the purpose of ascertaining the condition of

   2.1) the connection with the public fire station central fire alarm depot or public fire brigade control unless You have with a written undertaking from the public fire brigade that they will carry out this test

   2.2) the relevant batteries provided that where the circuit is not continuously monitored test must be made and recorded every working day

   2.3) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installation(s) and obtain from them following each inspection certification that they are in satisfactory working order

   2.4) conduct a test every week for the purpose of ascertaining that the alarm bell is in working order and that the stop valves controlling the individual water supplies and the installation(s) are fully open

   2.5) conduct tests each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests

   2.6) conduct quarterly or half-yearly tests if

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required by Us to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test

2.7) remedy promptly any defect disclosed by such tests or otherwise

2.8) notify Us before any installation is rendered inoperative or immediately in the event of emergency

We shall have access to the Premises at all reasonable times for the purpose of inspecting the sprinkler installation(s)

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location on/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligations above

Intruder Alarm Installation

Where the Premises are protected by an Intruder Alarm Installation

1) such installation is not altered or amended in any way unless such amendment or alteration has been agreed in writing by Us

2) such installation is maintained under contract with the installers or as otherwise approved by Us

3) You shall immediately notify Us upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced delayed or withdrawn

4) the Premises will not be left Unattended without Our agreement

4.1) unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation

4.2) where the level of response is reduced to no police attendance or keyholder response only

5) You shall appoint at least 2 keyholders and lodge written details (which must be kept up to date) with the

5.1) alarm company

5.2) alarm receiving centre and

5.3) police and or the local authority if they so require

6) in the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of communication during any period that the Intruder Alarm Installation is set a keyholder shall attend the Premises as soon as possible in order to confirm the security of the Buildings and reset the Intruder Alarm Installation in its entirety.

If the Intruder Alarm Installation cannot be reset in its entirety or all means of communication used to transmit signals are not in full operation a keyholder must remain at the Premises unless We agree otherwise

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location on/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligations above

Section Exclusions

We will not indemnify You for

1) delay loss of market loss of use or subsequent or inevitable loss and or Damage of any kind unless specifically insured as an item under this Section

2) Damage to any Property more specifically insured by You or on Your behalf

3) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by a Specified Peril that is not otherwise excluded

4) Damage to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure

5) Damage to motor vehicles or their contents more specifically insured

6) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment

7) Damage

7.1) which originated prior to the inception date of this Section

7.2) in respect of electrical appliances or installations caused by self-ignition short circuiting overrunning or excessive pressure

8) Damage attributable solely to change in the water table level

9) the Excess amount stated in the Schedule

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Business Interruption Section

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Additional Increased Cost of Working
means the insurance under this item extends to include further additional expenditure up to the Sum Insured stated in the Schedule beyond that recoverable under Gross Profit or Gross Revenue necessarily and reasonably incurred during the Indemnity Period in consequence of the Incident

Annual Rent Receivable
means the Rent Receivable during the 12 months immediately before the incident or for a New Business the proportionate equivalent for a period of 12 months of the Rent Receivable realised during the period between the date You commenced Your Business and the Incident

Annual Revenue
means the Gross Revenue during the 12 months immediately before the incident or for a New Business the proportionate equivalent for a period of 12 months of the Gross Revenue realised during the period between the date You commenced Your Business and the Incident

Annual Turnover
means the Turnover during the 12 months immediately before the incident or for a New Business the proportionate equivalent for a period of 12 months of the Turnover realised during the period between the date You commenced Your Business and the Incident

Business Interruption
means an Incident resulting from interruption of or interference with Your Business carried on at the Premises in consequence of an Incident

Customers Accounts
means all the credit accounts of Your Business.

Disease
means any of the following diseases sustained by any person acute encephalitis acute infectious hepatitis acute meningitis acute poliomyelitis anthrax botulism brucellosis cholera diphtheria enteric fever (typhoid or paratyphoid) food poisoning haemolytic uraemic syndrome(HUS) infectious bloody diarrhoea invasive group A streptococcal disease legionellosis leprosy malaria measles meningococcal septicaemia mumps plague rabies rubella SARS scarlet fever smallpox tetanus tuberculosis typhus viral haemorrhagic fever (VHF) whooping cough and yellow fever

Estimated Gross Profit
means the amount declared by You to Us as representing not less than the Gross Profit which it is anticipated will be earned by Your Business during the financial year most nearly concurrent with the Period of Insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months

Estimated Rent Receivable
means the amount declared by You to Us as representing not less than the Rent Receivable which it is anticipated will be earned by Your Business during the financial year most nearly concurrent with the Period of Insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months

Estimated Gross Revenue
means the amount declared by You to Us as representing not less than the Gross Revenue which it is anticipated will be earned by Your Business during the financial year most nearly concurrent with the Period of Insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months

Gross Profit
means the amount by which

the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed

the sum of the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses

Working Expenses.
The closing stock and work in progress and opening stock amounts shall be arrived at in accordance with Your usual accounts methods

Rent Receivable
means the money paid or payable to You for tenancies and other charges and for services rendered in the course of Your Business at the Premises

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

Indemnity Period
means the period commencing from the date of the Incident and ending no later than the Maximum Indemnity Period stated in the Schedule during which the results of the Business are affected in consequence of the Damage.

Maximum Indemnity Period
means the number of months stated against each item detailed in the Schedule unless stated otherwise by Endorsement.

New Business
means for the purpose of any basis of claims settlement an Incident occurring before You have completed Your first 12 months Business trading at the Premises

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Outstanding Debit Balances
means an estimate of the total debit declared at the time of the Incident adjusted for

1) bad debts

2) amounts debited or invoiced but not debited and credited including credit notes and money not passed through Your books of accounts at the time of the Incident to Customers Accounts in the period between the last statement date and Incident

3) any abnormal condition of trade which had or could have had a material effect on Your Business so that the figures adjusted shall represent as nearly as practicable those which would have applied at the Incident

Rate of Gross Profit
means the rate of Gross Profit earned on the Turnover during the financial year immediately before the Incident or for a New Business on the Turnover during the period between the date You commenced Your Business and the Incident

Standard Rent Receivable
means the Rent Receivable during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Rent Receivable realised during the period between the date You commenced Your Business and the date of the Incident

Standard Revenue
means the Gross Revenue during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Gross Revenue realised during the period between the date You commenced Your Business and the date of the Incident

Standard Turnover
means the Turnover during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the date You commenced Your Business and the Incident

Territorial Limits
Means Great Britain Northern Ireland the Isle of Man or the Channel Islands

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

Uninsured Working Expenses
means any standing charges of Your Business not insured by this Section having been deducted in arriving at the Sum Insured noted in the Schedule to this Section

All the additional Section Definitions above will be subject to adjustments as may be necessary to provide for the trend of Your Business and for variations in or other circumstances affecting Your Business either before or after the Incident or which would have affected Your Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident

Section Cover

Business Interruption occurring in the Indemnity Period following an Incident during the Period of Insurance caused by the operation of a Specified Peril insured under Buildings & Contents Section

Provided that at the occurring of the Business Interruption there shall be in force an insurance covering Your interest in

the Property insured at the Premises against such Damage and that payment

1) shall have been made or liability admitted or

2) would have been made or liability admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and or Endorsement to this Section

Basis of Claims Settlement

The following settlement headings apply when the insured item(s) below are stated in the Schedule to this Section

Estimated Gross Profit or Gross Profit
means the insurance under this item 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 shall be

a) for 1) the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Incident

b) for 2) the additional expenditure (subject to the provisions of the Uninsured Working Expenses) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would

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have taken place during the Indemnity Period in consequence of the Incident 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 of the charges and expenses of Your Business payable out of Gross Profit as may cease or be reduced in consequence of the Incident

provided that if the Sum Insured by the item on Estimated Gross Profit or Gross Profit be less than the sum produced by applying the Rate of Gross Profit to the annual Turnover or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced.

Estimated Revenue or Revenue
means the insurance under this item is limited to

1) loss of Gross Revenue

and

2) Increased Cost of Working

and the amount payable as Indemnity thereunder shall be

a) for 1) the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Revenue in consequence of the Incident

b) for 2) the additional expenditure necessarily and reasonably 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 Incident but not exceeding the amount of the reduction in Gross Revenue thereby avoided

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

provided that if the Sum Insured by the item on Estimated Revenue or Revenue be less than the Annual Revenue or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced

Estimated Rent Receivable or Rent Receivable
means the insurance under this item is limited to

1) loss of Rent Receivable

and

2) Increased Cost of Working

and the amount payable as Indemnity thereunder shall be

a) for 1) the amount by which the Rent Receivable during the Indemnity Period shall fall short of the Standard Rent Receivable in consequence of the Incident

b) for 2) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of the reduction in Rent Receivable thereby avoided

less any sum saved during the Indemnity Period in respect of such of the expenses and charges of Your Business payable out of Rent Receivable as may cease or be reduced in consequence of the Incident

provided that if the Sum Insured by the item on Estimated Rent Receivable or Rent Receivable be less than the Annual Rent Receivable or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced

Increased Cost of Working
means the insurance under this item is limited to Increased Cost of Working and the amount payable as Indemnity shall be the additional expenditure incurred

a) in moving to or from temporary Premises

b) as rent rates taxes and expenses to equip and or make suitable the temporary Premises for Your Business

c) as staff payments or overtime

d) for advertising

as We agree may be necessarily and reasonably incurred in order to minimise any interruption or interference with Your Business during the Indemnity Period in consequence of the Incident but limited for all additional expenditure to no more than 50 per cent of the Sum Insured by the item Increased Cost of Working during the first 3 months following the Incident or 10 per cent of the Sum Insured by the item Increased Cost of Working in any subsequent month

Additional Increased Cost of Working
means the insurance under this item is limited to Additional Increased Cost of Working and the amount payable as Indemnity shall be additional expenditure incurred as We agree may be necessarily and reasonably incurred in order to minimise any interruption or interference with Your Business during the Indemnity Period in consequence of the Incident beyond that recoverable as Increased Cost of Working provided for elsewhere in this Section.

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Section Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

Specified and Unspecified Suppliers and Specified and Unspecified Customers

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of an Incident as insured by this Section

1) to property at the premises of Your suppliers in the Territorial Limits as Specified or Unspecified Supplier(s) but excluding the premises of any supply undertaking from which You obtain gas electricity or water

2) to property at the premises of Your customers in the Territorial Limits as Specified or Unspecified Customer(s)

1) and 2) are stated in the Schedule as Specified and Unspecified Suppliers and Specified and Unspecified Customers

Denial of Access

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of an Incident as insured by this Section occasioned by Damage to Property in the vicinity of the Premises which prevents or hinders the use or access to the Premises whether the Premises or Your Property suffers Damage or not but excluding Damage to Property of any supply undertaking from which You obtain gas electricity or water which prevents or hinders the supply of such services to the Premises stated in the Schedule as Denial of Access

Public Utilities

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of an Incident as insured by this Section to property at the premises of any public supply undertaking including the land based lines and cables carrying the supply to the terminal point of Your Premises in the Territorial Limits from which

You obtain gas electricity water or telecommunications but excluding

1) telecommunications where such failure is for a period of less than 24 hours

2) electricity gas or water where such failure is for a period of less than 1 hour

3) any failure caused by

   a) the deliberate act of any supply authority or by the exercise by any such supply authority of its power to withhold or restrict supply due to drought or any other reason

   b) strikes or any labour or trade dispute

   c) other atmospheric or weather conditions but this shall not exclude failure due to damage to equipment caused by such conditions

   d) loss resulting from error or omission in the design plan or specification of such land based lines and cables operational error or omission faulty workmanship or faulty materials employed in the original product and or original installation of such property the Maximum Indemnity Period under this extension shall be 3 months and stated in the Schedule as Public Utilities

Infectious Diseases

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of closure of the Premises or part thereof on the order advice or stipulation of any government or local authority as a result of

1) any human infectious or human contagious Disease (excluding Acquired Immune Deficiency Syndrome [AIDS] or an AIDS-related condition) manifested by any person whilst at the Premises or within a 25 mile radius of the Premises

2) murder or suicide occurring at the Premises

3) injury or illness sustained by any visitor arising from or traceable to foreign or injurious matter in food or drink provided on the Premises

4) defects in the drains or other sanitary arrangements at the Premises or the Premises becoming infested with vermin or pests

1) – 4) are stated in the Schedule as Infectious Diseases

For the purpose of this Extension Indemnity Period means the period during which the results of Your Business are affected in consequence of the outbreak or Event beginning with the date when restrictions on the Premises are imposed and ending not later than the Indemnity Period

Alternative Trading

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

Automatic Reinstatement

In the absence of written notice from Us or You to the contrary the Sum Insured by this Section shall not be reduced by the amount of agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

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Bomb Scare or Unlawful Occupation

This Extension provides insurance for interruption of or interference with Your Business caused by

1) the suspected or actual presence of an incendiary or explosive device on or in the vicinity of the Premises

2) occupation of the Premises or other property in the vicinity by members of a terrorist or criminal organisation or other unlawful occupants

but this Extension does not include any

a) Incident where interruption or interference is less than 48 hours duration

b) any period other than the actual period of prevention or hindrance of access to the Premises

c) eviction costs

d) any Incident in Northern Ireland

This Extension only applies during the period beginning with the interruption of or interference and ends not later than three months after that date during which time the subsequent results of Your Business are affected as a consequence of the interruption or interference

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence

Book Debts

The insurance by this Section extends to include an Incident where You are unable to trace or establish the Outstanding Debit Balances in whole or in part following Damage to Your books of account or other Business books or documents at the Premises or any premises occupied by persons acting on Your behalf to which Your Business records are temporarily removed or in Transit within the Territorial Limits but excluding an Incident resulting from

1) records being mislaid or misfiled

2) the deliberate falsification of records or by any bookkeeping accounting or other error or omission

3) dishonest or fraudulent act by Your Employees or by any person acting on their behalf

The insurance provided by this Extension is limited to an Incident You sustain in respect of Outstanding Debit Balances directly due to the Incident and the amount payable in respect of any one event of an Incident shall not exceed

a) the difference between

   i) the Outstanding Debit Balances and

   ii) the total of the amounts received or traced in respect thereof

and

b) the additional expenditure incurred with Our consent in tracing and establishing customers debit balances after the Incident

provided that if the Sum Insured by this item be less than the Outstanding Debit Balances the amount payable will be proportionately reduced

Our maximum liability under this Extension shall not exceed the amount stated in the Schedule any one occurrence

It is a condition precedent to any liability of Ours under this Extension that

a) You will keep a monthly record of the amounts outstanding in Your Customer Accounts as set out in Your books of account and that such records be kept at a place other than the Premises

b) if there are fire-resisting safes or cabinets at the Premises Your books or records used for Your Business in which Customer Accounts are shown must be kept in such safes or cabinets when not in use

Contract Sites

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of Damage at any location within the Territorial Limits not in Your occupation where You are carrying out a contract in connection with the Business

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence

Departmental

If the Business be conducted in departments the independent trading results of which are ascertainable, the provisions of clauses a) and b) of the items on Estimated Gross Profit/Gross Profit or Estimated Revenue/Revenue under this Section shall apply separately to each department affected by the Incident, except that if the Sum Insured by the said item be less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the Business whether affected by the Incident or not to its relative Annual Turnover or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced

Exhibition Sites

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of Damage at any location within the Territorial Limits not in Your occupation where You are exhibiting Your goods for sale

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Our maximum liability under this Extension shall not exceed £25,000 any one occurrence

National Lottery

For the Purposes of this extension Employee shall mean any person while working for You in connection with the Business who is under a contract of service or apprenticeship with You

The insurance by this Section is extended to cover loss resulting from 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 United Kingdom National Lottery

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence

Payments on Account

Payments on account will with Our consent be made to You during the Indemnity Period

Professional Accountants and Legal Fees

This Extension provides insurance for reasonable fees payable to Your

1) professional accountants if at the time they are regularly acting on Your behalf to produce and or report any particulars details other proofs information and or evidence We may require investigating or verifying any claim from Your books of account or other Business books and or documents

2) lawyer for determining contractual rights under any rent cessor or insurance break clause contained within a lease

but this Extension does not cover any fees relating to the preparation of any claim

Patterns and Moulds

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of Damage to patterns jigs models templates moulds dies tools plans drawings and designs Your Property or held by You in trust or on commission for which You are responsible whilst at any Premises within the Territorial Limits of any machine makers engineers founders or other metal workers and whilst in transit thereto and therefrom by road or rail elsewhere than at any Premises which you occupy

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence

Property Stored

The insurance by this Section extends to include interruption of or interference with Your Business following an Incident to Your Property whilst stored at premises of sub-contractors or third parties situated anywhere within the Territorial Limits elsewhere than at the Premises

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence

Transit

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of Damage to Property Insured whilst in transit by road or rail within the Territorial Limits but excluding Damage arising from impact to or collision with the conveying road or rail vehicle

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence

Section Conditions

Claims (Action to be taken by You)

It is a condition precedent to liability that

1) in the event of an Incident in consequence of which a claim is or may be made under this Section You will

   a) notify Us as soon as is reasonably practicable

   b) deliver to Us at your own expense within 7 days full details of any Incident caused by Specified Peril 5) Riot Civil Commotion Strikers Locked-out Workers or Specified Peril 6) Malicious Persons

   c) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Your Business or to avoid or diminish the loss

2) in the event of a claim being made under this Section You will at Your own expense

   a) as soon as is reasonably practicable deliver to Us in writing particulars of Your claim

   b) together with details of all other insurances covering property used by You at the Premises for the purpose of the Your Business or any part of it or any resulting Business Interruption

   c) deliver to Us such books of account and other Business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may be reasonably required by Us for the purpose of investigating or verifying the claim together with if requested provide a statutory declaration of the truth in respect of the claim and any relevant details

3) any Payments on account of the claim already made will be repaid to Us if this Condition is not complied with

Condition of Average (underinsurance)

If the Sum Insured by items for Gross Profit Gross Revenue

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or Rent Receivable is less than the corresponding Estimated Gross Profit Revenue or Rent Receivable figures disclosed by You then Our liability shall be limited to that proportion which the Sum Insured on each item bears in relation to the corresponding estimate

Current Cost Accounting

For the purpose of Section Definitions any adjustment implemented in current cost accounting shall be disregarded

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Professional Indemnity Section

Section Cover

(1) We will indemnify you in respect of any Claim arising out of the conduct of your Business, first made against you and notified to Us during the Period of Insurance, for any civil liability including claimants costs and expenses arising from

(a) any negligent act or negligent omission committed by you,

(b) any dishonest or fraudulent act committed by any of your past or present partners, directors or Employees.

(2) We will indemnify you for reasonable costs and expenses incurred by you in respect of any reasonable action taken to mitigate a loss or potential loss that would otherwise be the subject of a Claim under this policy provided that

(a) We give prior written consent to you incurring such costs and expenses

and

(b) you prove to Us satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential Claim.

In respect of any Claim or loss, We will not provide indemnity to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.

The total liability under this Cover clause shall not exceed the Limit of Indemnity and Other Costs.

If the amount paid to dispose of a Claim or loss exceeds the Limit of Indemnity, Our liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim or loss.

We shall not be liable for the amount of the Excess or any lesser amount for which a Claim or loss may be settled.

Section Definitions

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this Section or any Schedule Endorsement or notice attached or issued by Us unless specifically amended by any documentation issued by Us

Claim
means demand made against you consisting of or arising from any

(1) demand, whether oral or in writing, for damages or compensation,

(2) notice of intention, whether oral or in writing, to commence legal proceedings,

(3) communication invoking any pre action protocols,

(4) notification of arbitration, ombudsman or adjudication proceedings.

Computer System
means any

(1) computer, data processing equipment, media or part thereof,

(2) electronic system of data storage and retrieval, or communications system, network, protocol or part thereof,

(3) electronic storage device, microchip integrated circuit, real time clock system or similar device,

(4) computer software (including but not restricted to application software, operating systems, runtime environments or compilers), firmware or microcode,

(5) electronic documents utilised in the ownership, security and management of your electronic communication system, worldwide web site, internet site, intranet site, extranet site, or web address.

Documents
means any

(1) project models or displays,

(2) deeds, wills or agreements,

(3) maps, plans, records, photographs, negatives, calculations, drawings,

(4) written or printed books, letters, certificates, documents or forms of any nature whatsoever,

(5) computer software, files, documents and systems records, which are your property or are under your custody or control.

This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

Excess
means the first part of each and every payment in relation to a Claim or loss which is payable by you. The amount of the Excess is stated in the Schedule. The Excess does not apply to Other Costs or the cover for Documents, Court Attendance or Representation Costs.

Limit of Indemnity
means the maximum amount stated in the Schedule We will pay in respect of any one Claim or loss and in total for all Claims or losses first made during any one Period

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of Insurance. Any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.

Other Costs
means all costs and expenses incurred in the investigation, defence or settlement of any Claim in so far as those costs and expenses have been incurred with Our written consent.

Proposal
means any signed proposal form, renewal declaration, statement of fact or any additional information supplied to Us by you or on your behalf.

Territorial Limits
means the United Kingdom (including the Channel Islands and the Isle of Man) and any other EU member country.

Section Exclusions

No indemnity will be provided in respect of

Employment Disputes

any Claim arising directly or in directly from or caused by any dispute between you and any present or former Employee or any person who has applied for or been offered employment with you.

Bodily Injury And Damage To Property

any liability whatsoever arising out of

(a) Bodily Injury to any person

(b) loss or damage to Property.

Bodily Injury is defined as death, disease, illness or mental injury.

Property is defined as

(1) the ownership, possession and use, by you or on your behalf, of any buildings, structures, premises or land or

(2) that part of any building leased, occupied or rented by you or

(3) any other property (mobile or immobile) belonging to you.

Fines And Penalties
any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.

Financial Interest

any Claim brought by any entity

(a) in which you exercise a controlling interest,

(b) which exercises a controlling interest over your business by virtue of having a financial or executive interest in you, unless such Claim arises from or is caused by a claim made against such entity by an independent third party.

Directors & Officers Liability

any Claim made against you in your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of your Business.

Employee Benefits

any Claim or loss arising from any plan, program or scheme established or maintained to provide benefits to you or any Employee.

Aviation / Marine / Motor Insurance

any Claim arising directly or indirectly from or caused by the ownership, possession or use, by you or on your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.

Dishonest And Malicious Acts

any Claim or loss

(a) arising from any dishonest or fraudulent act or omission committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission.

(b) arising from any dishonest or fraudulent act or omission unless your annual accounts are prepared or certified by an independent and properly qualified accountant or auditor.

Defamation

any defamation unless you can show that it was committed by you in good faith.

Contractual Liability

any Claim arising out of liability assumed by you under any contractual agreement

(a) whereby you assume a standard of care greater than that reasonably expected of your profession,

(b) by which you warranted or guaranteed a particular outcome,

(c) by which you agreed to pay a contractual penalty or liquidated damages in the event of breach,

(d) which provides greater benefit or a longer lasting benefit than that given to the party with whom you originally contracted, unless such liability would have attached to you in the absence of the features listed above.

Pollution

any Claim or loss arising directly or indirectly from or caused by Pollution.

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Asbestos

any Claim or loss arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.

Financial Results

any Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by you.

Products

any liability arising from

(a) the defective workmanship of any construction, installation, repair, alteration or maintenance work,

(b) any manufacturing defect of any goods or products supplied by you

Retroactive Date

any Claim arising directly or indirectly from or caused by any work undertaken by you or on your behalf prior to any Retroactive Date stated on the Schedule.

Other Insurance

any Claim or loss where you are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected.

Circumstances Known At Inception

any Claim or loss or circumstance that might give rise to a Claim or loss which

(a) has been notified under any other insurance attaching prior to the inception of this policy,

(b) you were or should, after reasonable enquiry, have been aware of prior to the inception of this policy.

USA / Canada Exclusion

any Claim

(a) instituted or pursued in the United States of America, its territories and possessions and/or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise),

(b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply,

(c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.

Computer Viruses

any Claim arising directly or indirectly from or caused by any computer virus or any other computer program or code designed to produce unexpected, unauthorised or undesirable effects or operations.

Dietary or Nutritional Advice

any Claim arising from the provision by you of any dietary or nutritional advice to any person.

Section Conditions

Payment Of Limit Of Indemnity

In connection with any Claim, We may at any time pay you the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any lesser amount for which We believe that such Claim can be settled and thereupon We shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this policy.

Single Limit Of Indemnity

The Limit of Indemnity and the Excess apply to all of you jointly. If more than one Insured is named in the Schedule the total amount We will pay will not exceed the amount We would be liable to pay to any one of you.

Dishonest or Fraudulent Acts Conditions

Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, employee, consultant or sub-contractor,

(a) you shall at Our request and expense take all reasonable steps to obtain reimbursement from such person,

(b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from you or any monies of such persons held by you shall be deducted from any amount payable under this policy,

(c) no indemnity in respect of such Claim or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission,

(d) nothing herein shall preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.

Legal Proceedings Condition

you shall not be required to contest any legal proceedings unless a senior barrister (to be mutually agreed upon between you and Us) shall advise that such action has a reasonable prospect of success.

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Section Extensions

Documents

We will pay all reasonable costs and expenses incurred by you in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of your Business provided the loss or damage is suffered and first discovered by you and notified to Us during the Period of Insurance.

The total liability under this clause shall not exceed GBP 50,000.

We will not provide indemnity in respect of any loss or damage to Documents which are stored on a Computer System unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

Compensation for Court Attendance

In the event of the following persons attending court at the request of Us in connection with a Claim under this Section We will compensate you at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

(1) by you or any of your directors or partners £250 per day

(2) by any of your Employees £100 per day

Representation Costs

We will pay on your behalf any reasonable costs and expenses incurred by you for representation at properly constituted hearings, tribunals or proceedings provided that

(a) such costs and expenses are incurred with Our prior written consent,

(b) the subject of the hearing, tribunal or proceeding may become a Claim under this policy and in respect of which We may be obliged to provide an indemnity under the terms of this policy.

The total liability under this clause shall not exceed GBP 50,000.

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Personal Accident

Section Cover

Bodily Injury suffered by an Insured Person solely and independently of any other cause occurring as a result of an Accident during the Period of Insurance, including whilst engaged in the business of the Insured.

Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown for each Insured Person in the Schedule in respect of any one Period of Insurance

Benefits	Sums Insured
1. Accidental Death	100%
2. Loss of one or both eye(s)	100%
3. Loss of one or more limb(s)	100%
4. Loss of hearing in both ears	100%
5. Loss of hearing in one ear	100%
6. Loss of Speech	100%
7. Permanent Total Disablement	100%
8. Temporary Total Disablement	Maximum 75% of Gross Weekly Wage
9. Temporary Partial Disablement	40% of Gross Weekly Wage up to a maximum GBP 100
10. Hospital Benefit	GBP 25 per complete 24 hours up to a maximum of GBP 250

Section Definitions

Accident
means sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance

Annual Salary
Means the Insured Persons annual salary (excluding overtime, commissions, bonus payments and profit share) as set out in their contract of employment or contract for service with the Insured at the start date of this Policy

Bodily Injury (applicable to this Section only)
Means Injury cause

1 by an Accident and

2. solely and independently of any other cause results in an Insured Person's death or disablement or other injury within twelve months from the date of the Accident

Bodily Injury does not include sickness

Hospital Benefit
Means the benefit payable in respect of hospitalisation

Insured Person
Means any of your directors, partners or Employees under the age of 65 years old who are named in the Schedule

Loss of Hearing
Means total loss of hearing in both or one ear(s) which lasts twelve months and at the end of that period is beyond hope of improvement

Loss of Limb
means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and recoverable loss of use of hand arm or leg

Loss of Speech
Means total loss of speech which lasts twelve months and at the end of that period is beyond hope of improvement

Operative Time
means the period of time for which We will cover for Insured Person for benefits described within the Schedule which is defined as below:

24 Hour Cover means 24 hours a day worldwide

Occupational Cover Only means whilst the Insured Person in engaged in Business duties on Your behalf or whilst travelling between the Insured Person's place of residence and place of work

Permanent Total Disablement
means disablement which entirely prevents the Insured Person from attending to their usual business or occupation which lasts continuously for 52 weeks and which at the end of that period is without prospect of improvement

Temporary Partial Disablement
Means disablement which prevents the Insured Person from attending to a substantial part of their usual business or occupation

Temporary Total Disablement
Means disablement which entirely prevents the Insured Person from attending to or engaging in their usual business or occupation

Section Conditions

1. Benefit shall not be payable under more than one of benefits 1. – 7. in respect of the same injury or same period of disablement, except that payment may be made under benefit 8. or 9. For any period prior to payment being made for such benefit, provided that the amount already paid under benefit 8. or 9. shall be deducted from the payment due under benefit 1. to 7.

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2. After a claim has been paid under one of benefits 1. to 7. no further liability shall attach to insurers in respect of the Insured Person

3. Benefit 7. shall be payable only on certification by a medical referee of permanent total disablement as defined in the Schedule applicable to this Section and not before the expiry of 52 consecutive weeks disablement.

4. Benefits 8 shall be payable up to but not exceeding in all 52 weeks in respect of any period(s) of disablement resulting from any one Bodily Injury and shall be paid at the end of any period of disablement or at the Insured's request at periodic intervals of not less than 4 weeks.

5. Benefits 9 shall be payable up to but not exceeding in all 26 weeks in respect of any period(s) of disablement resulting from any one Bodily Injury and shall be paid at the end of any period of disablement or at the Insured's request at periodic intervals of not less than 4 weeks

6. where a payment is made for Benefit 6 following Benefit 9 or for Benefit 9 following Benefit 8 arising from the same Accident, benefit shall only be paid for one benefit payment period.

7. the total sum payable in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the schedule

8. The Insured Person shall as often as required and at the expense of the Insurers submit to examination by a medical practitioner of the Insurers choice

9. The Insurers shall be entitled to post mortem examination at its own expense in the event of death of an Insured Person

10. This Section is not assignable and the receipt of the Insured or their legal shall be a valid discharge of the Insurers liability

Previous Disability Clause

It is hereby understood and agreed that if the consequence of an accident shall be aggravated by any physical disability or condition of the Insured Person which existed before the accident occurred, the amount of any compensation payable under this Policy in respect of the consequences of the accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been without the necessity of medical consultation or treatment for 24 consecutive months prior to the date of the claim.

Section Exclusions

Benefit 8 & 9 are not payable in respect of:

1. (a) the first 7 days of disablement in respect of clerical occupations and the first 14 days of disablement in respect of manual occupations

   (b) the first 28 days of disablement resulting from playing any type of football or rugby or field hockey

2. Bodily Injury resulting from an Insured Person taking part in or practicing for:

   (a) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling

   (b) flying and aerial activities or any kind other than as a fare paying passenger in a properly certified multi engine passenger carrying aircraft or helicopter flown in the course of licenced operations

   (c) mountaineering or rock climbing which would normally necessitate the use of ropes or guides

   (d) racing of any kind other than on foot or swimming or

   (e) engaging in or taking part in armed forces service or operations

3. Bodily Injury resulting from the use of by and Insured Person of

   (a) a motorcycle (as driver or passenger) other than under 250c.c and when the driver is duly qualified and is possession of a current UK driving licence and both driver and passenger wear safety helmet(s) and appropriate clothing

4. Bodily Injury arising from

   (a) any pre-existing defect infirmity medical condition or chronic or recurring ailment of which an Insured Person is aware of or could reasonably be expected to have been aware unless it has been declared in writing and accepted by the Insurers

   (b) Pregnancy or Childbirth

5. Bodily Injury sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of drugs other than drugs taken as prescribed by a qualified registered medical practitioner but not for the treatment of drug addiction.

6. An Insured Person committing or attempting to commit suicide or in a state of insanity.

7. Self-inflicted Bodily Injury or deliberate exposure to exceptional danger unless in an attempt to save Human life

8. Bodily Injury resulting solely in the inability to take part in sports or pastimes

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