

FARRIERS & BLACKSMITHS

PROPERTY COMBINED INSURANCE

EFFECTED THROUGH

**KBIS BRITISH EQUESTRIAN INSURANCE
CULLIMORE HOUSE
PEASEMORE
NEWBURY
BERKSHIRE
RG20 7JN**

**THIS POLICY IS UNDERWRITTEN
BY**

CANOPIUS MANAGING AGENTS LIMITED
As detailed in the Policy terms & conditions

The Insured is requested to read the attached Schedule and, if it is incorrect, return it immediately for alteration.

If the Insured has made a written proposal and declaration to the Insurers then such proposal and declaration bearing the date specified in the Schedule shall form the basis of this contract and shall be considered as incorporated herein.

Where the context allows and unless otherwise stated, any word or expression to which a specific meaning has been attached in any part of this Certificate or the Schedule and Endorsements (if any) attached hereto shall bear that meaning wherever it may appear.

The due observance of the terms, provisions and conditions of this Insurance by the Insured in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurers to make any payment under this Insurance.

Your attention is particularly drawn to General Condition 7 – Due Diligence.

Complaints Procedure

Any complaint should be addressed in the first instance to

KBIS Limited
Cullimore House
Peasemore
Newbury
Berkshire RG20 7JN
Telephone: 01635 247474
Email: ask@kbis.co.uk

In the event of the situation not being resolved the **Insured** may in certain circumstances contact the Complaints Department at Lloyd's at the following address:

Policyholder and Market Assistance
One Lime Street
London
EC3M 7HA
Telephone: 020 7327 5693
Fax No: 020 7327 5225
Email: Complaints@Lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Helpline: 0800 023 4567
Switchboard: 020 7964 1000
Website: www.financial-ombudsman.org.uk

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MATERIAL DAMAGE SECTION

1. Definitions

When ever the following words and phases appear in this section they will always have these meanings –

Standard Construction

Brick, stone or concrete built and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights

Non Standard Construction

Constructed of materials other than those detailed in the definition Standard Construction

2. Property Insured

Buildings

Building(s) including landlords fixtures and fittings therein and thereon outbuildings, walls, gates and fences, yards, car parks and pavement piping, ducting cables, wires and associated control gear and accessories on the premises and extending of the insured's responsibility

Contents

Contents the property of the insured or held by them in trust for which they are responsible excluding landlords fixtures and fittings and stock and materials in trade and vehicle licensed for road use (and accessories thereon)

The definition of contents is extended to include Computer Equipment for an amount not exceeding £2,500

The Definition of contents is extended to include Cups and Trophies loaned by NAFBAE for which the Insured is responsible for an amount not exceeding £250 any one-cup or trophy including whilst in the private residence of the insured

Stock

Stock and Material in trade the property of the insured or held by them in trust for which they are responsible

3. Construction of Buildings

Except as otherwise stated the buildings described in the schedule are of standard construction

4. Architects Surveys Legal and Consulting Engineers fees Clause

The Insurance by each item under Building(s) and contents includes an amount in respect of architects surveyors legal and consulting engineers fees necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its DAMAGE but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total its sum insured

5. Average Clause

The sum insured by each item of this section (other than those applying solely to fees rent or removal of debris) is declared to be separately subject to Average i.e. if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such sum insured the amount payable by the company in respect of such DAMAGE shall be proportionately reduced

Expectations:

- a) A private dwelling house or household goods and personal effects
- b) A building used mainly for public religious worship or for activities in connection therewith
- c) Agricultural produce on a farm Great Britain which will be subject to the special conditions of average
- d) Any items subject to the Two Condition of average
- e) Any item subject to the Day One Average Memorandum

6. Capital Additions Clause

The Insurance by this section shall subject to its terms and conditions extend to cover

- a) Any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) machinery and plant in so far as the same are not otherwise insured

And

- b) Alternations additions and improvements to buildings, machinery and plant but not in respect of any appreciation in value

Any where in the United Kingdom

- i) At any one situation this cover shall not exceed 10% of the sum insured by Building(s) and Contents
- ii) The Insured undertake to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of Underwriters liability
- iii) The provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under ii) Above

7. Contents Clause

It is agreed that the term contents is understood to include in so far they are not otherwise insured –

- i. Money and stamps (including National Insurance Stamps) for an amount not exceeding £500
- ii. Documents manuscripts and business books but only for the cost of the materials and clerical labour expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein)
- iii. Computer systems records but only for the cost of the materials and clerical labour and computer time expended in reproducing some records (excluding any expense in connection with the production of information to be recorded there in)
- iv. Patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials expended in the reinstatement
- v. Contents of outbuildings
- vi. Contents of open yard
- vii. Tenants improvements, alterations and decorations
- viii. Directors, partners, customers, visitors and employees personal effects of every description (other than motor vehicles and money) for an amount not exceeding £500 in respect of any one person

8. Contract Price Clause

In respect only of goods sold but not delivered for which the insured are responsible subject to a sale contract which following DAMAGE is cancelled by reason of its conditions wholly or to the extent of the DAMAGE the liability of Underwriters shall be based on the contract price, for the purpose of this insurance the value of all goods to which this clause could apply in the event of DAMAGE shall also be ascertained on this basis

9. Debris Removal Clause

The Insurance by each item of this section extends to include costs and expenses necessarily incurred by the insured with the consent of Underwriters in : –

- a) Removing debris
- b) Dismantling and/or Demolishing
- c) Shoring up or propping

Of portion or portions of the property insured as a result of DAMAGE hereby insured against

Underwriters shall not pay for any costs or expenses

- i) Incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to the site
- ii) Arising from pollution or contamination of property not insured by this section

The Liability of Underwriters under this extension and this section in respect of any item shall in no case exceed the sum insured thereby

10. Designation Clause

For the purpose of determining where necessary the heading under which any property is insured Underwriters agree to accept the designation under which such property has been entered in the insured books.

11. Exhibition Clause

The insurance by any item on stock and materials in trade extends to cover the property described thereby for a period not exceeding 15 days whilst at any exhibition in Great Britain and Northern Ireland. The Liability of Underwriters under this extension shall not exceed 10% of the sum insured by said item

12. Firebreak Doors and Shutter Clause

It is warranted that all fireproof doors and shutters be kept closed except during working hours and be maintained in efficient working order

13. Fire Extinguishing Appliances Clause

Where the Underwriter has agreed to allow a discount for fire extinguishing appliances the insured warrant that the said appliances will be maintained in efficient working order during the currency of the insurance

14. Mortgagees Clause

The act or neglect of any mortgagor or occupier of any buildings hereby insured whereby the risk of DAMAGE is increase without the authority or knowledge of any mortgagee shall not prejudice the interest of the latter party (or parties) in this insurance provided that the insurance provided they shall notify Underwriters immediately on becoming aware of such increased risk and pay attentional premium if required

15. Non Invalidation Clause

This insurance shall not be invalidated by any act or omission or by an alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the insured provided that the insured immediately they become aware thereof shall give notice to Underwriters and pay an additional premium if required

16. Notice Clause

Underwriters must be notified in writing immediately any empty building or empty portion of a building insured hereby become(s) occupied or any occupied building become empty and the insured undertake to pay an additional premium if required

17. European Community and Public Authorities (including Undamaged Property) Clause

Subject to the following special conditions the insurance by Buildings(s) and contents of this section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any act of Parliament or Bye Laws of any Public Authority (hereafter referred to as the Stipulations) in respect of
 - The lost, destroyed or damaged property thereby insured
 - Undamaged portions thereof

Excluding

- a) The cost incurred in complying with the Situations:
 - I. In respect of DAMAGE occurring prior to the granting of this extension
 - ii) In respect of DAMAGE not insured by this section
 - iii) Under which notice has been served upon the insured prior to that happening of the DAMAGE
 - iv) For which there is an existing requirement which has to be implemented within a given period
 - v) In respect of property entirely undamaged by an peril hereby insured against
- b) The additional cost that would have been required to make good the property lost, destroyed or damaged or a condition equal to its condition when new had the necessity to comply with stipulations
- c) The most 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 Stipulations

Special Conditions

- 1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the DAMAGE or within such further time as Underwriters may allow (during the said twelve months) and may be carried out upon another site (if the stipulations so necessitate) Subject to the liability of Underwriters under this extension not being thereby increased
- 2) If the liability of Underwriters under (any item of) this section part from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of Underwriters under the extension (in respect of any such item) shall be reduced on like proportion
- 3) The total amount recoverable under any item of this section in respect of this extension shall not exceed
 - a) In respect of the lost destroyed or damaged property
 - i) 15% if its sum Insured
 - ii) Where the sum insured by the item applies to property at more than one premises 15% of the total amount for which Underwriters would have been liable had the property insured by the item at the premises where the DAMAGE has occurred been wholly destroyed

- b) In respect of undamaged portions of property (other than foundations) 15% of the total amount for which Underwriters would have been liable had the property insured by the item at the premises where the DAMAGE has occurred been wholly destroyed
- 4) The total amount recoverable under any item of this section shall not exceed its sum insured
- 5) All the terms and conditions of the policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

18. Reinstatement Clause

(N.B not applicable to motor vehicles and their accessories personal effects or stock and materials in trade)

Subject to the following Special conditions the basis upon which the amount payable in respect of property insured is to be calculated shall be the reinstatement of the property lost, destroyed or damaged

For the purpose Reinstatement means

- a) The rebuilding or replacement of property lost or destroyed which provided the liability of the company is not increased may be carried out
 - i. In any manner suitable to the requirements of the insured
 - ii. Upon another site
- b) The repair or restoration of property damaged

In either case to a condition equivalent to or substantially the same not exceed the amount which would have been payable had such property been wholly destroyed

Special Conditions

- 1) The liability of Underwriters for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 2) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the commencement of any DAMAGE the liability of Underwriters 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
- 3) No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - a. Unless reinstatement commences and proceeds without unreasonable delay
 - b. Until the cost of reinstatement shall have been actually incurred
 - c. If the property insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the insured which is not upon the same basis of reinstatement
- 4) All the terms and conditions of the policy shall apply
 - a) In respect of any claims payable under the provisions of this memorandum except in so far as they are varied hereby
 - b) Where claims are payable as if this memorandum had not been incorporated

19. Reinstatement of Sum Insured after Loss Clause

In the event of loss the sum insured by this section will be automatically reinstated from the date of loss unless written notice is given to the contrary either by Underwriters or by the Insured and the Insured undertake to pay such necessary premiums as may be required for such reinstatement from the date

20. Rent Clause

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequences of its DAMAGE and then the amount payable shall not exceed such portion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured

21. Repairs and Alternations Clause

Joiners and other tradesmen may be employed to effect repairs or minor structural alternations in all or any of the buildings insured with out prejudice of the insurance hereby

22. Subrogation Waiver Clause

In event of a claim arising under the section the Underwriters agree to waive any rights remedies or relief to which they might have become entitled by subrogation against

- a) Any Company standing in relation of parent to subsidiary (Subsidiary to parent) to the insured as defined in the Companies Act or the Companies (N.I) Order as appropriate current at the time of the DAMAGE

- b) Any Company which is a subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I) Order as appropriate current at the time of the DAMAGE

23. Temporary Removal Clause

- a) The property Insured by this section (Other than stock if insured) is covered whilst temporarily removed for cleaning, renovation, repair and similar purposes elsewhere and in thereto and therefrom all in Great Britain and Northern Ireland
- b) The Liability of Underwriters under this extension in respect of each item of this section for any DAMAGE accruing elsewhere than at the within mentioned premises shall not exceed 15% of the sum insured by the item
- c) This extension does not apply to property in so far as it is otherwise insured nor as regards losses occurring elsewhere than at the premises from which property in temporarily removed to motor vehicles and motor chassis licensed for normal road use
- d) All the terms and conditions of the policy except in so far as they are varied hereby shall apply as if they had been incorporated herein

24. Temporary Removal of Documents Clause

The Insurance of deeds and other documents (including stamps thereon) manuscripts, plans and writing of every description, computer systems, records and books (written and printed) extends to cover such property for an amount not exceeding 10% of the value thereof whilst temporarily removed to any premises not in the insured's occupation and in transit all in Great Britain and Northern Ireland

This extension does not apply to property insofar as it is otherwise insured

25. Transfer of Interest Clause

If at the time of DAMAGE the Insured shall have contracted to sell their interest in any building hereby insured and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such DAMAGE by him or on his behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or Underwriters until completion

26. Basement Storage Warranty

It is warranted that with regard to the cover provided for storm, flood and/or the escape of water from any tank, apparatus or pipe, stock or materials in trade stored or deposited in the basements and cellars of the premises are kept at least 300 millimetres above floor level on metal or timber supports

30. Glass Breakage Extension

Underwriters will at their option pay for or make good to the insured any breakage or malicious scratching of all internal or external fixed glass being the property of the insured or for which they are responsible at the premises occurring during the period of insurance and being in sound condition at the inception of this cover

Underwriters will in addition pay for the cost of

- a) Breakage of fixed sanitary ware
- b) Boarding up and repair to associated framework reasonable reasonably incurred as a result of an insured breakage. The insured may without prior consent of the Underwriters instruct builders or glaziers to board up where necessary
- c) Repair or replacement of lettering, alarm foil or other ornamentation work on glass provided that Underwriters maximum liability for any one loss shall not exceed £500
- d) Repair or replacement of fixed mirrors provided that Underwriters maximum liability for any one loss shall not exceed £500
- e) Removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass provided that Underwriters maximum liability for any one loss shall not exceed £500

Excluding

- a) Breakage when the premises are empty and/or disused unless otherwise agreed by the company
- b) Breakage caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- c) Any breakage more specifically insured by or on behalf of the insured
- d) Scratching of fixed sanitary ware
- e) The amount of each and every loss stated below

Amount Excluded £250

31. Computer Extension

The definition of Contents is extended to include computer equipment for an amount not exceeding £2,500

Terrorism Exclusion Clause

This section does not cover

Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

1. any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence of loss
2. any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

If Underwriters allege that by any reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition – Terrorism

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

In respect of private house(s) or contents thereof insured in the name of an individual this Terrorism Exclusion only applies to loss damage cost or expense caused by nuclear chemical or biological contamination resulting directly or indirectly from terrorism

MATERIAL DAMAGE

The Cover – All Risks

The Underwriters agree that if any of the Property Insured described in the schedule be accidentally lost destroyed or damaged Underwriters will pay the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Underwriters option reinstate or replace such property or any part of it

Provided that the liability of Underwriters under this section shall not exceed

- i. in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the Schedule at the time of loss destruction or damage
- ii. the sum insured (or limit) remaining after deduction for any other loss, destruction or damage occurring during the same period of insurance unless the Underwriters shall have agreed to reinstate any such sum insured (or limit)

Additional Definitions

1. The word DAMAGE in capital letters shall mean accidental loss or destruction of or damage to the Property Insured
2. The words Defined Peril shall mean fire, lightning, explosion, aircraft, or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

Exclusions

This Section does not cover

1. the amount shown below after the application of the condition of Average in respect of
 - i. DAMAGE by fire, lightning, explosion, aircraft, riot civil, commotion, strickers, locked out workers, persons taking part in labour disturbances or earthquake.....£NIL
 - ii. all other DAMAGE.....£250
2. DAMAGE caused by or consisting of
 - a. Inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table, level its own faulty or defectice design or materials
 - b. The bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
 - c. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
3. DAMAGE caused by or consisting of
 - a. Faulty or defective workmanship, operational error or omission on the part of the Insured or any of his employees
But this shall not exclude
 - i. Such DAMAGE not otherwise excluded which itself results from a Defined Peril
 - ii. Subsequent DAMAGE which itself results from a cause not otherwise excluded
 - b. acts of fraud or dishonesty by the Insureds employees but this shall not exclude such DAMAGE not otherwise excluded which itself results from a Defined Peril
4. DAMAGE caused by or consisting of
 - a. Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - b. Change in temperature, colour, flavour, texture or finish
 - c. Theft or attempted theftDAMAGE consisting of
 - d. Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheathers, pressure vessels or any range of steam and feed piping in connection therewith
 - e. Mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originatesBut this shall not exclude
 - i. Such DAMAGE which results from a cause not otherwise excluded

5. loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured not otherwise caused by
 - a. pollution or contamination which itself results from a Defined Peril
 - b. a Defined Peril which itself results from pollution or contamination
6. DAMAGE caused by or consisting of
 - a. Subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
 - b. Normal settlement or bedding down of new structures
 - c. Disappearance unexplained or inventory shortage misfiling or misplacing of information
7. destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a Defined Peril insofar as it is not otherwise excluded
8. DAMAGE in respect of moveable property in the open fences and gates caused by wind, rain, hail, sleet, snow, flood or dust
9. DAMAGE
 - a. Caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - b. (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
10. DAMAGE
 - a. Caused by freezing
 - b. Caused by escape of water from any tank apparatus or pipe
 - c. Caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation

In respect of any buildings which is empty or not in use
11. DAMAGE in respect of
 - a. Jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare book
 - b. Property in transit
 - c. Fixed glass
 - d. Glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
 - e. Money cheques stamps bonds credit cards or securities of any description

Other than such DAMAGE caused by a Defined Peril in so far as it is not otherwise excluded
12.
 - a. vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives
 - 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. land roads pavements piers jetties bridges culverts and excavations
 - d. livestock growing crops or trees

unless specifically mentioned as insured by this Section
13. property which at the time of the happening of DAMAGE is insured by or would but for the existence of this Section be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
14. any property more specifically insured by or on behalf of the Insured
15. DAMAGE occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
16. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by 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 hazardous properties of any explosive nuclear assembly or nuclear component thereof

17. DAMAGE in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - i. Riot, civil commotion and (except in respect of DAMAGE by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
 - ii. **TERRORISM** as defined in the **Terrorism Exclusion Clause**

In any action suit or other proceedings where the Underwriter alleges that by reason of this definition any DAMAGE is not covered by this Section the burden of proving that such DAMAGE is covered shall be upon the Insured

18. Consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under this Section
19. DAMAGE to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information programs or software) and whether the property of the Insured or not where such DAMAGE is caused by programming or operator error Virus or similar mechanism or Hacking
But shall not exclude DAMAGE not otherwise excluded which itself results from a Defined Peril save in respect of malicious persons other than thieves

Definitions

For the purposes of this Section Exclusion the following Definitions apply

- a. Virus or Similar Mechanism shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operation whether involving self-replication or not
This Definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs
- b. Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

General Provisions

1. Deductibles

This section does not cover the amount excluded stated in Exclusion 1 in respect of each and every loss as ascertained after the application of all other terms and conditions of this section including any condition of Average

2. Explosion

In respect of any vessel, machinery or apparatus or its contents belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations cover against destruction or damage caused by an explosion thereof is subject to the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service

Special Conditions

Average Clause

1. If at the time of DAMAGE the Declared Value of the property covered by such item be less than the cost of reinstatement at inception of the Period of Insurance then Underwriters liability for any DAMAGE shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement
2. The liability of Underwriters for the repair or restoration of property damaged in part only shall not exceed the amount which would have not been payable had such property been wholly destroyed
3. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred
 - c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
4. All the terms and conditions of this policy shall apply
 - a) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby

- b) where claims are payable as if this memorandum had not been incorporated except that the sum(s) insured shall be limited to 115% of the Declared Value(s)

BUSINESS INTERRUPTION

The Underwriters agree that if during the Period of Insurance any Building or other Property or any part thereof used by the Insured at the Premises for the purpose of the Business be lost, destroyed or damaged by any of the Contingencies included in this Section the Underwriters will pay to the Insured the amount of loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of the said loss or destruction or damage (such loss being hereafter termed "Consequential Loss") in accordance with the provisions contained in this Section.

Provided that:-

- (a) at the time of the happening of the loss or damage there shall be in force an insurance under this policy, covering the interest of the Insured in the Property against such loss or damage and that:-
 - (i) payment shall have been made or liability admitted therefor, or
 - (ii) payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
- (b) the liability of the Underwriters in any one period of insurance shall in no case exceed:-
 - (i) in respect of each Item the sum insured set forth in the Schedule or in the whole the total sum insured set forth in the Schedule for Business Interruption
 - (ii) any limit of liability shown in the Schedule for Business Interruptionor such sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Insurers.

INCLUDED CONTINGENCIES (as defined)

1. Fire
- 2B. Explosion
3. Aircraft
4. Riot and Malicious Damage
5. Earthquake
6. Subterranean Fire
7. Storm
8. Flood
9. Weight of Snow
10. Escape of Water
13. Theft
14. Third Party Impact
15. Own Vehicle Impact
18. Falling Trees

The insurance under Item 1 is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as Indemnity shall be:-

- (a) in respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the loss or damage fall short of the Standard Turnover
- (b) in respect of Increase in Cost of Working: the additional expenditure (subject to the provisions of the Uninsured Standing Charges Memorandum) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the loss or damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

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

DEFINITIONS

Note 1: To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

Note 2: For the purpose of these definitions, any adjustment implemented in Current Cost Accounting shall be disregarded.

GROSS PROFIT - the amount by which:

- (a) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- (b) the sum of the amounts of the opening stock and work in progress and amount of the Uninsured Working Expenses.

The amount of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

UNINSURED WORKING EXPENSES

Purchases (less discounts received), Discounts allowed, Bad Debts and any Additional Uninsured Working Expenses stated in the Schedule. The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

TURNOVER

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.

INDEMNITY PERIOD

The period beginning with the happening of the loss or damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the loss or damage.

RATE OF GROSS PROFIT

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the loss or damage.

ANNUAL TURNOVER

The Turnover during the twelve months immediately before the date of the loss or damage.

STANDARD TURNOVER

The Turnover during that period in the twelve months immediately before the date of the loss or damage which corresponds with the Indemnity Period.

To which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the loss or damage or which would have affected the Business had loss or damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss or damage would have been obtained during the relative period after the loss or damage.

MEMORANDA

1. AVERAGE

If the sum insured by Item 1 is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable hereunder shall be proportionately reduced.

2. PAYMENTS ON ACCOUNT

Payments on account may be made to the Insured during the Indemnity Period at the discretion of the Underwriters but in no case shall the total of such payments exceed the Underwriters liability in respect of Reduction in Turnover of each item for the period in respect of which a payment is to be made.

3. DEPARTMENTAL CLAUSE

If the Business is conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of the Items on Gross Profit and where applicable Wages shall apply separately to each department affected by the loss or damage.

4. PROFESSIONAL ACCOUNTANTS

Any particulars in the Insured's accounts which may be required by the Underwriters under Condition 2 of this Section for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars to which such report relates.

The Underwriters will pay to the Insured under this Section the reasonable charges payable by the Insured to their professional accountants for producing such particulars or any other proofs, information or evidence as may be required by the Underwriters under the terms of this Section and reporting that such particulars are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this Memorandum and the amount otherwise payable under this Section shall in no case exceed the Limit of Liability or sum insured by this Section.

5. ALTERNATIVE TRADING

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on behalf of the Insured the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

6. **AUTOMATIC REINSTATEMENT OF LOSS**

In the absence of written notice by the Underwriters or the Insured to the contrary the Underwriters' liability shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

7. **UNINSURED STANDING CHARGES**

If any standing charges of the Business are not insured by this Section (having been deducted in arriving at the Gross Profit) then in computing the amount recoverable as Increase in Cost of Working, only that proportion of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and uninsured standing charges.

SPECIAL CONDITIONS

1. **ALTERATION**

This Section shall be avoided if:-

- (a) the Business shall be wound up or carried on by a liquidator or receiver or permanently discontinued, or
- (b) the Insured's interest ceases otherwise than by death, or
- (c) any alteration be made either in the Business or in the Premises or Property therein whereby the risk of loss or damage is increased

at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurers.

2. **CLAIMS**

- (a) On the happening of any loss or damage in consequence of which a claim is or may be made under this Section the Insured shall forthwith give notice thereof in writing to the Insurers.
- (b) In respect of loss or damage caused by Riot, Civil Commotion, Strikers, Locked-Out Workers, persons taking part in Labour Disturbances or Persons Acting Maliciously the Insured shall furnish the Insurers with full details of such loss or damage within seven days of its occurrence.
- (c) The Insured shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss and in the event of a claim being made under this Section shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurers may in writing allow, at his own expense deliver to the Insurers in writing a statement setting forth particulars of his claim together with details of all other insurances covering the loss or damage or any part of it or consequential loss of any kind resulting therefrom. The Insured shall at his own expense also produce and furnish to the Insurers such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Underwriters for the purpose of investigating or verifying the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurers forthwith.

3. **CONTRIBUTION**

If at the time of any loss or damage resulting in a loss under this Section there be any other insurance effected by or on behalf of the Insured covering such loss or any part of it the liability of the Insurers hereunder shall be limited to their rateable proportion of such loss.

EXTENSIONS

THE FOLLOWING EXTENSIONS ONLY APPLY IF SPECIFIED AS "INCLUDED" IN THE SCHEDULE

Subject to the Special Conditions of this Section and the Conditions of this insurance, Consequential Loss is extended to include loss resulting from loss or damage at or to the undernoted situations or Property provided that after the application of all other terms, conditions and provisions of this insurance the liability under each Extension shall not exceed:-

- (a) the percentage of the total of the sums insured or
- (b) the amount

shown in the Schedule against such Extension as the Limit.

1. PREVENTION OF ACCESS

- (a) Property in the vicinity of the Premises, loss or damage to which shall prevent or hinder the use of the Premises or access thereto, whether the Premises or Property of the Insured therein shall be lost or damaged or not.
- (b) Restriction of access to the Premises for a period of more than twenty four consecutive hours directly arising from actions taken by a Civil Authority as a result of danger or a disturbance in the vicinity of the Premises. Loss as insured by this Extension 1(b):-
 - (i) is limited to loss during the period in which the actions of the Civil Authority restrict access to the Premises.
 - (ii) does not cover loss resulting from actions by a Civil Authority:-
 - (1) in consequence of physical damage to Property.
 - (2) in consequence of strikes, picketing or notifiable diseases.
 - (3) of which the Insured has been given not less than forty eight hours prior notice.

2. PUBLIC UTILITIES

Property at any:-

- (a) generating station or sub-station of the public electricity supply undertaking.
- (b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith.
- (c) water works or pumping stations of the public water supply undertaking.
- (d) telephone exchange and/or cables therefrom to the Insured's Premises.

This Extension 2(d) does not cover loss or damage arising from:-

- (i) Breakdown:- the actual breaking or burning out of any part of equipment whilst in use arising from either mechanical or electrical faults or breakdown of the equipment causing sudden stoppage of the functions thereof and necessitating repair or replacement before it can resume working.
- (ii) Loss, destruction or damage necessitating repair, replacement or rectification of Property which is defective due to wear and tear, deterioration or gradually developing flaws or defects, failure of any part or parts requiring periodic renewal, operation of fuses or kindred devices.

Note: It shall be a condition precedent to liability hereunder that loss or damage other than that arising from Fire, Lightning, Aircraft, Explosion, Riot, Civil Commotion or Persons Acting Maliciously (as defined herein) shall result in interference with or interruption of the Business for at least twenty four hours from the occurrence of the loss or damage.

3. SPECIFIED SUPPLIERS

The premises of the specified suppliers situate at the address shown in the Schedule.

4. UNSPECIFIED SUPPLIERS

The premises of any of the Insured's suppliers, manufacturers or processors of components, goods or materials but excluding the premises of any public supply undertaking from which the Insured obtains electricity, gas, water or telecommunications.

5. INFECTIOUS DISEASES ETC.

Subject to the Special Conditions of this Section and the Conditions of this insurance, loss or damage includes loss resulting from:-

- (a) Contagious or Infectious Human Diseases, Murder, Suicide, Food or Drink Poisoning at the Premises to which this insurance relates.
- (b) closing of the whole or part of the Premises by order of a competent Public Authority consequent upon vermin or pests or defects in the drains or other sanitary arrangements at the Premises.

THEFT

1. Indemnity

The Underwriters agree subject to the terms contained herein or endorsed hereon that in the event of

1. any of the Property described in the Schedule being lost or damaged as the result of
 - a. theft (or attempted theft) involving entry to or exit from Premises by forcible and violent means
 - b. theft following assault or violence or threat thereof to the Insured any employee of the Insured or any other person lawfully in the Premises
2. the Premises sustaining damage for which the Insured are responsible as the result of theft involving entry or exit from the Premises by forcible and violent means or any attempt thereat

The Underwriters will by payment or at its option by repair, reinstatement or replacement indemnify the Insured in respect of such loss or damage

The liability of Underwriters during any one Period of Insurance shall not exceed in respect of

1. each item of the Property Insured the sum insured set against it and for all items the total sum insured.
2. damage to Premises the sum equivalent to make good such damage for which the Insured are responsible

2. Property Insured

Contents

Contents the property of the Insured or held by them in trust for which they are responsible excluding landlords fixtures and fittings and stock and materials in trade and vehicles licensed for road use (and accessories thereon)

The definition of Contents is extended to include Computer Equipment for an amount not exceeding £2,500

The definition of Contents is extended to include Cups and Trophies loaned by the NAFBAE for which the Insured is responsible for an amount not exceeding £250 any one cup or trophy including whilst in the private residence of the Insured

Stock

Stock and materials in trade the property of the Insured or held by them in trust for which they are responsible

Micellaneous

Miscellaneous and as specified in the descriptive column

3. Security of Premises

If this Insurance has been granted following a survey of your Premises it is important that you should not alter door or window fastenings and other security devices (except as may be provided in the Further Protection Clause if shown in the Schedule) without the written consent of Underwriters in your own interest please give early notification of proposed changes so that if necessary a further survey can be undertaken

4. Plan References

Plan References (if any) refer to plans and reports of the premises lodged with Underwriters

5. Changes in Tenancy

The Insured must advise Underwriters of all changes in tenancy or occupation within the Premises.

6. Exclusions

This Section does not cover

1. **Amount Excluded**

The first £250 of each and every loss after the application of any condition of Average

2. **Money Etc**

Bills of exchange, promissory notes, cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers drafts, current postage stamps, unused units in franking machines, National Savings stamps and Certificates, National Insurance stamps, Gift tokens,

Customer redemption vouchers, VAT purchase receipts, Credit Company sales vouchers, credit card counterfoils, travellers tickets and insofar as such are not otherwise insured Holidays with pay stamps and Luncheon Vouchers

3. **Property Excluded**

Loss or damage

- a. to glass

b. to property more specifically insured by or on behalf of the Insured

4. War Etc Risks

Loss destruction or damage occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

5. Nuclear Risks

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or 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 properties of any explosive nuclear assembly or nuclear component thereof

6. Northern Ireland

Loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- i. Civil commotion
- ii. **TERRORISM** as defined under Material Damage Terrorism Exclusion Clause

In any action suit or other proceedings where the Company alleges that by reason of this definition any loss destruction or damage is not covered by this Section the burden of proving that such loss destruction or damage is covered shall be upon the Insured

7. Clauses

Average Clause

The sum insured by each item of this Section is declared to be separately subject to Average i.e. if such sum insured shall at the commencement of any loss or damage be less than the value of the property covered within such sum insured the amount payable by the Underwriters in respect of such loss or damage shall be proportionately reduced

Contents

It is agreed that the term Contents is understood to include insofar as they are not otherwise insured

- a. Documents manuscripts and business books but only for the cost of the materials and clerical labour expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein)
- b. Computers systems records but only for the cost of the materials and clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein)
- c. Patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement
- d. Tenants improvements, alterations and decorations
- e. Directors, partners, customers, visitors and employees personal effects of every description (other than motor vehicles and Money) for an amount not exceeding £500 in respect of any one person

Contract Price Clause

In respect only of goods sold but not delivered for which the Insured are responsible subject to a sale contract which following loss or damage is cancelled by reason of its conditions wholly or to the extent of the loss or damage the liability of the Underwriters shall be based on the contract price, for the purpose of this insurance the value of all goods to which this clause could apply in the event of loss or damage shall also be ascertained on this basis

Designation Clause

For the purpose of determining where necessary the heading under which any property is Insured Underwriters agree to accept the designation under which such property has been entered in the Insureds books

Explosives

This section will (in addition to the total sum insured) indemnify the Insured in respect of damage to any property included in this Section directly or indirectly caused by or in consequence of the use of explosives on the occasion of any Theft (within the meaning of this Section) or any attempt thereat at the Premises but only insofar as the risk of explosion is not insured under any other policy effected by or on behalf of the Insured in respect of the same Property provided always that the limit of the Underwriters liability in any one Period of Insurance under this extension clause shall be £10,000 for each premises

Glass

This Section extends to cover destruction of or damage to glass (where the Insured is responsible for its replacement) whether internal or external, plain or ornamental attached to or forming part of the Premises and the cost of boarding up the same resulting from Theft (within the meaning of this Section) or any attempt thereat but only if the said glass is not otherwise insured

It is understood that no liability in respect of destruction of or damage to such glass shall be insured unless the said destruction or damage is accompanied by and directly forms part of other loss or damage within the protection of this Section except where such destruction of or damage to glass is accepted by a Police Authority as prima facie evidence of Theft (within the meaning of this Section) or any attempt thereat

Special Conditions

1. The liability of Underwriters for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
2. if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the commencement of any loss or damage the liability of Underwriters shall not exceed that proportion of the amount of the loss or damage which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time
3. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - a. Unless reinstatement commences and proceeds without unreasonable delay
 - b. Until the cost of reinstatement shall have been actually incurred
 - c. If the Property Insured at the time of its loss or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
4. All the terms and conditions of the Policy shall apply
 - a. In respect of any claim payable under the provisions of this memorandum except insofar as they are varied hereby
 - b. Where claims are payable as if this memorandum had not been incorporated

Reinstatement of the Sum Insured after Loss Clause

In the event of loss the sum insured by this Section will automatically be reinstated from the date of the loss unless written notice is given to the contrary either by Underwriters or by the Insured

Provided always that in the event of reinstatement the Insured will

- a. Pay such necessary premiums as may be required for such reinstatement from the date of reinstatement
- b. Give effect forthwith to any additional protective devices for the further security of the Premises which Underwriters may reasonably require

Temporary Removal Clause

- a. The property Insured by this Section (other than stock if insured) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain and Northern Ireland
- b. The liability of Underwriters under this extension in respect of each item of this Section for any loss or damage occurring elsewhere that at the within mentioned Premises shall not exceed 15% of the sum insured by the item
- c. This extension does not apply to property insofar as it is otherwise insured not as regards losses occurring elsewhere than at the Premises from which the Property is temporarily removed to motor vehicles and motor chassis licensed for normal road use
- d. All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

Temporary Removal of Documents Clause

The insurance of deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description, computer system records and books (written and printed) extends to cover such property for an amount not exceeding 10% of the value thereof whilst temporarily removed to any premises not in the Insureds occupation and in transit all in Great Britain and Northern Ireland This extension does not apply to property insofar as it is otherwise insured

Theft of Keys Extension

In the event of the keys of the Premises insured being stolen therefrom or from any private residence of any director, partner or employee authorised to hold such keys Underwriters will pay to the Insured an amount nor

exceeding £1,000 in any period of insurance for the replacement of equivalent locks at the premises unless the Insured lives on the Premises. Keys to any safe or strongroom must not be left at the premises when closed for business

Special Conditions

1. Protective and Locking Devices

It is a condition precedent to any liability on the part of Underwriters under this Section that all locks, bolts, bars, window fastenings and other protective and locking devices installed in the Premises be maintained and put into actual operation whenever the Premises are closed for business or left unattended

2. Police Notification

Immediately after the occurrence of any loss or damage occasioned by risks covered by this Section shall have come to the knowledge of the Insured they shall give notice to the police and take all practicable steps to cause the discovery and punishment of the guilty person or persons and to trace and recover the property lost

Special Clauses

Average Clause

1. if at the time of loss destruction or damage the Declared Value of the property covered by such item be less than the cost of reinstatement at the inception of the Period of Insurance then Underwriters liability for any loss destruction or damage shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement
2. The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have not been payable had such property been wholly destroyed
3. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - a. unless reinstatement commences and proceeds without unreasonable delay
 - b. until the cost of reinstatement shall have been actually incurred
 - c. if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
4. All the terms and conditions of this policy shall apply
 - a. in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby
 - b. where claims are payable as if this memorandum had not been incorporated except that the sum(s) insured shall be limited to 115% of the Declared Value(s)

Special Conditions

1. Alarm Clause

It is a condition precedent to liability under this Section in respect of loss or damage by Theft following entry nor attempted entry to or exit from the Premises by forcible and violent means that

- a) The premises are protected by an Intruder Alarm System designed, installed and maintained to British Standard BS4737 or EN50131 including, where stipulated by Underwriters or the local Police Authority, Code of Practice DD243
- b) The intruder alarm installation and maintenance company must be both:
 - i) A member of an Alarm Inspectorate which is accredited by UKAS to EN 45011 or EN45012
And
 - ii) Accredited and operate a Quality Management System in accordance with EN ISO 9000
- c) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance as per the requirements of BS4737 or EN50131, with the installing company or such other company as agreed with Underwriters

Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000
- d) No alteration to or substitution of
 - i) any part of the Intruder Alarm System
 - ii) the maintenance contract

- iii) the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
 - iv) the procedures agreed with the Underwriters for police or any other response to any activation of the Intruder Alarm System
- be made without the written agreement of Underwriters
- e) The Alarmed Premises shall not be left unattended without the agreement of Underwriters
 - i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
 - ii) if the police have withdrawn their response to alarm activations
 - f) The Insured shall maintain secrecy of codes for the operation of the Intruder Alarm System and detail of such codes and all keys to the Intruder Alarm System shall be removed from the Premises when the Premises are left unattended
 - g) The Insured shall appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the Alarm Receiving Centre
 - h) In the event of notification of any activation of the Intruder Alarm System or interruption of means of communication including one or both alarm transmission systems in respect of dual signalling systems during any period the Intruder Alarm System is set a Key Holder shall attend the Premises as soon as reasonably possible
 - i) In the event of the Insured receiving any notification
 - i. the police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - ii. from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
 - iii. that the Intruder Alarm System cannot be returned to or maintained in full working order

The Insured shall advise Underwriters as soon as possible and comply with any subsequent requirements stipulated by Underwriters

Definitions

Intruder Alarm System

The component parts including the means of communication used to transmit signals to the alarm-receiving centre

Alarmed Premises

The Premises or those portions of the Premises protected by the Intruder Alarm System

Key Holder

The Insured or any person or key holding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals to the Intruder Alarm System attend and allow access to the Premises

Premises

The buildings occupied by or under the control of the Insured (unless otherwise stated in the Schedule)

MONEY - PART 1

Definitions

Wherever the following words and phrases appear in Part 1 of this section they will have these meanings

Money

Cash, bank and Currency notes, cheques, postal orders, money orders, crossed bankers drafts, current postage stamps, unused units in franking machines, national savings stamps and certificates national insurance stamps, trading stamps, gift tokens, customers redemption vouchers, VAT purchase receipts, credit company sales vouchers, credit card counterfoils, travellers tickets, phone cards (excluding phone cards held in stock for resale) and insofar as such as not otherwise insured Holidays-with -stamps and Luncheon Vouchers

Business Hours

The insured usual office hours and the working hours (including overtime) during which the Insured or his employees entrusted with Money are on the insured's premises or sites of contract for the purpose of the business

Premises

Any premises occupied by the insured for the purpose of the business including any sites of contracts

Indemnity

Underwriters shall

1. Indemnify the Insured against

- a) Loss of Money appertaining to the Business occurring whilst
 - i. In transits
 - ii. At any of the Insured Premises
 - iii. In night safe at a bank
 - iv. At the residence of any principal or authorised employee of the insured
- b) Loss of or damage to safes and strong rooms resulting from theft of money or any attempt thereat

Anywhere in Great Britain, Northern Ireland the Channel Islands or the Isle of Man up to the limits of Liability stated in the schedule to this section subject to the limit any one loss of crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, national savings certificates, credit company sales vouchers, or receipts, national insurance stamps affixed to cards and VAT purchase receipts being £250,000

2. Pay for loss of or damage to clothing and personal effects belonging to the Insured or any employees of the Insured caused by robbery or attempt thereat occurring in the course of the business subject to a limit of £500 in respect of any person

Exceptions

Part 1 shall not indemnify the Insured against

- a) The first £250 of each and every loss
- b) Loss from unattended motor vehicles
- c) Loss arising from fraud and dishonesty of the insureds employees unless such loss be discovered within fourteen clear working days of the occurrence
- d) Loss due to clerical or accounting errors
- e) Loss insured (or which would but for the existence of this section be insured) by any fidelity Guarantee or Theft policy except for the excess of any amount recoverable (or which would but for the existence for this section be recoverable) thereunder

Security Warranty

Whenever Money in transit exceeds £2,500 at any one time it is warranted that

- a) The money will be accompanied by not less than two responsible adult persons
- b) Not more than the amount shown in the schedules will be carried by any one person

MONEY - PART TWO - PERSONAL ACCIDENT – ASSAULT

Indemnity

If any principal or employees of the Insured within the age limits of 16 and 70 years inclusive (hereinafter called the insured person) shall suffer bodily injury sustained as the result of

- a) Robbery or attempted robbery or
- b) Hold-up or attempted hold-up

In the course of the business (which injury shall be the sole and direct cause of death or disablement as described in the Table of Compensations) the Underwriters will pay the insured person compensation upon the basis of and in accordance with the table of compensations

For the purpose of item 4 the compensation payable shall not exceed the insured persons average weekly remuneration from the insured over the period of 13 weeks immediately prior to the event-giving rise to bodily injury

Provided always that

- a) The insured person shall not be entitled to compensation under more than one of the items of the table compensations in respect of the same injury
- b) No further liability to make any payment under part 2 in respect of any insured person shall attach to the company after a claim under one of items 1 to 3 has been admitted and become payable
- c) Weekly compensation under item 4 shall not become payable until the total amount has been agreed
- d) This extension does not insure against death or disablement
 - i. Arising from or influenced by any existing physical defect or infirmity of the insured person or
 - ii. Where the insured person is a female resulting directly or indirectly from pregnancy or childbirth

Table of Compensations The Amounts shown represent one unit

1. Death*	£25,000
2. Total loss or permanent and total loss of use Of one or more limbs*	£25,000
3. Total and irrecoverable loss of all sight on one Or both eyes	£25,000
4. Total disablement for engaging in or giving attention to the insured Persons usual profession or occupation – compensation (while the insured Person shall be so disabled) for a period not exceeding 104 weeks in respect of any injury calculated from the date thereof at the rate of £250 per week subject to this not exceeding the insured Persons weekly remuneration from the Insured	
5. Reimbursement of incurred medical expenses Up to*	£25,000
*Occurring within 2 years of the event giving rise to the bodily injury	

Special Conditions Applicable to Part 2

1. Notice of every injury in respect of which a claim is to be made shall be given to the Underwriters in writing as soon as possible but in case within three months of the event giving rise to the injury
2. All certificates, information and evidence required by the Underwriters shall be furnished at the expense of the insured and shall be in such form and of such nature as the Underwriters may prescribe. The insured person as often as required shall submit to medical examination on behalf of the Underwriters at its own expense in respect of any alleged bodily injury
3. Underwriters shall in the case of death of the insured person be entitled to have a post mortem examination at its own expense

Exclusions Applicable to this Section

This section does not cover

- a) Loss destruction or damage occasioned by war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- b) Loss or destruction or of damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) Loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence of
 - a. Civil Commotion
 - b. Terrorism as define in d) below Terrorism Exclusion Clause
- d) Terrorism Exclusion clause
 Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:
 - 1) Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - 2) Any action taken in controlling preventing suppressing or in any way relating to any act of terrorism

If Underwriters allege that by reason of this exclusion any loss damage cost or expenses is not covered by this section of the policy the burden of proving the contrary shall be upon the insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition – Terrorism

For the purpose of this exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purpose including the intention to influence any government and or put the public or any section of the public in fear

In any action suit or other proceedings where the company alleges that by reason of the provisions of this exclusion any loss destruction or damage in not covered by this section burden of providing that such loss destruction or damage is covered shall be upon the insured

Special Conditions Applicable to this Section

If the premium for this section has been calculated on an estimate furnished by the insured and stated in the schedule to this section the insured shall keep an accurate record of all particulars relative thereto and shall at all reasonable times allow the company to inspect such record within one month from the expiry of each period of insurance the insured shall supply the company with a correct account of the amount of notes and coins in transit during the period and the premium for such period shall thereupon be adjusted and the difference paid by allowed to the insured as they case may be subject to the retention by the company 75% of the estimated premium for the period being adjusted or £75 whichever is the greater

The insured shall take all reasonable precautions for the safety of the money and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this section shall

- a. Give immediate notice to the police and to the company and take all practicable steps to discover the guilty person or persons and to recover the money lost
- b. Give immediate notice to the inland revenue of any loss of stamped National Insurance lost
- c. Deliver to the company within fourteen days from the date on which the event shall have come to his knowledge a detailed statement in writing of the loss
- d. Furnish all explanations vouchers proof of ownership and other evidence to substantiate the claim and the company may if it deem necessary require corroborative evidence of the statements of the insured or of any of the insured employees

3.The insured shall keep a daily record of the amount of money contained in the safes or strongrooms and such records shall be deposited in a secure place other than the said safes or strongrooms and the produced as documentary evidence in support of a claim under this section the keys of the safes or strongrooms shall not be left on the premises out of business hours unless the premises are still occupied by the insured or any authorised employee of the insured in which event such keys if left on the premises shall be deposited in a secure place not in the vicinity of safes or strongrooms

1. Alarm Clause

It is a condition precedent to liability under this section in respect of loss or damage following entry or attempted entry to or exit from the premises by forcible and violent means that

- a) The premises are protected by an intruder alarm system designed, installed and maintained to British standard BS4737 or EN50131 including where stipulated by the company or the local police authority code of practice DD243
- b) The intruder alarm installation and maintenance company must be both:
 - i) A member of an alarm inspectorate which is accredited by UKAS to EN45011 or EN 45012And
 - ii) Accredited and operate a quality management system in accordance with EN ISO 9000
- c) The intruder alarm system shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance as per the requirements of BS4737 or EN 50131, with the installing company or such other company as agree with the company where remote alarm signalling is required the signal transition must be transmitted to an alarm receiving centre fully compliant with ES5979: 2000 and operation by a company accredited and operating to a quality management system in accordance with EN ISO 9000
- d) No alteration to or substitution of
 - i) Any part of the intruder alarm system
 - ii) The maintenance contract
 - iii) The structure of the premises or changes to the layout of the premises which would effect the effectiveness of the intruder alarm system
 - iv) The procedures agreed with the company for the police or any other response to any activation of the intruder alarm system

Be made without the written agreement of the Underwriters

- d) The alarmed premises shall not be left unattended without the agreement of Underwriters
 - i) Unless the intruder alarm system is set in its entirety with the means of communication to transmit signals (including both alarm transition systems) in full operation
 - ii) If the police have withdrawn their response to alarm activations
- e) The insured shall maintain secrecy of codes for the operation of the intruder alarm system and detail of such codes and all keys to the intruder alarm system shall be removed from the premises when the premises is left unattended
- f) The insured shall appoint at least two key holders and lodge written details (which must be kept to date) with the alarm company and either the police or the alarm receiving system
- g) In the event of notification of any activation of the intruder alarm system or interruption of means of communication including one or both alarm transmission systems in respect of dwell signal systems during any period the intruder alarm system is set a key holder shall attend the premises as soon as reasonably possible
- h) In the event of insured receiving any notification
 - i. The police attendance in response to alarm signals/calls from the intruder alarm system may be withdrawn or the level of response reduced or delayed
 - ii. From the local authority or magistrate imposing any requirement for abatement of nuisance
 - iii. That the intruder alarm system can not be returned to or maintained in full working order

The insured shall advise the Underwriters as soon as possible and comply with subsequent requirements stipulated by Underwriters

Definitions

Intruder alarm systems

The component parts including the means of communication used to transmit signals to the alarm receiving centre

Alarmed premises

The premises or those portions of the premises protected by the intruder alarm system

Key Holder

The insured or any person or key holding company authorised by the insured who is available at all times to accept notification of faults or alarm signals to the intruder alarm system attend to allow access to the premises

Premises

The building occupied by or under the control of the insured (unless otherwise stated in the schedule)

GOODS IN TRANSIT

1. Definitions

Wherever the following words and phrases appear in this section they will always have these meanings

Any One Event

Any one occurrence or series of occurrences attributable to one original cause

Enclosed Premises

A locked building or a compound bounded on each side by a substantial wall fence or similar structure and having a locked gate

Excess

The amount for which the insured is responsible as the first part of each claim

Property

Goods and tools belonging to the insured or for which the insured is responsible relating to the business shown in the schedule to this section except for any goods specifically excluded by this section

Territorial Limits

Anywhere including the sea crossings in or between England, Wales, Scotland, Northern Ireland the Channel Islands the Isle Of Man and Eire

Vehicle

Motor vehicle, articulated vehicle, trailer, semi-trailer

Vehicle Sum Insured

The maximum the Underwriters will pay in respect of property on any one vehicle

2. Indemnity

Underwriters agree subject to the terms contained herein or endorsed hereon to indemnify the insured against

Loss or damage to property in transit within the territorial limits whilst carried by the means of conveyance shown in the schedule to this section

Cover commences when the property is lifted by the insured or the insureds employees immediately prior to loading and continues until the property is placed in position (excluding erection dismantling or installation) by the insured or the insureds employees at destination including loading and unloading

Expenses

Underwriters will pay expenses reasonably incurred by the insured in

- a) the removal of debris and site clearance of property damaged whilst in transit from the immediate area of the site where the damage occurred
- b) transferring property to any other vehicle following fire, collision, overturning or impact of the conveying vehicle including carrying the property to original destination or to place of collection
- c) reloading onto the vehicle any property which has fallen from the vehicle
- d) resecuring the property where there is dangerous movement of the load in transit

Ropes and Sheets

Underwriters will pay for loss or damage (excluding wear and tear) to tarpaulins sheets trailer curtains ropes chains webbing straps and packaging materials which belong to the insured or for which the insured is responsible whilst carried on any vehicle described in the schedule to this section

Reinstatement of Sum Insured

Underwriters will automatically reinstate the vehicle Sum Insured shown in the schedule to this section from the date of any loss unless written notice to the contrary is given by the company the insured may be required to pay an extra premium and if the loss has resulted from theft the company may require the insured to fit additional protective devices to the vehicle

Temporary Vehicle Substitution

If the insureds vehicles are individually specified in the schedule to this section Underwriters will insure property carried in any similar road vehicle subject to the section terms and security requirements when the insureds own vehicle is out of use undergoing repair maintenance

Temporary Cover for Fleet Additions

If the insureds Vehicles are individually specified in the schedule to this section subject to the section terms Underwriters will insure property carried in any road vehicle the insured operates which is to be added on a permanent basis to the fleet but is not included in the schedule to this section provided that

- a) after fourteen days from the date the insured takes custody or control of the vehicle cover shall cease unless during this period terms have been mutually agreed between the company and the insured
- b) a vehicle sum insured of £2,000 will apply

Personal Effects

In the event of the payment of a claim under this section for property will pay up to £100 for loss or damage to drivers personal effects (excluding wear and tear) whilst they are in vehicles operated by the insured but Underwriters will not pay for audio/visual/telecommunications equipment or clothing watches and jewellery whilst being worn

The maximum Underwriters will pay under this section including any extensions for any one event shall be the amount shown in the schedule as the limit one event

3.Extensions

These only apply if shown in the schedule to this section

Reference number

Travellers samples

Underwriters agree to indemnify the insured against loss of or damage to travellers samples relating to the business shown in the schedule to this section

Stock Room and Hotel

Underwriters agree to indemnify the insured against loss of or damage to property or travellers samples whilst temporarily removed from the vehicle and kept in a store room hotel or private dwelling house provided that they remain in the custody and control of the insured or the insureds employees

Livestock

Underwriters will indemnify the insured against death loss of or injury to livestock whilst being loaded on to carried by or unloaded from any vehicle described in the schedule to this section anywhere in Great Britain by either

a)fire

or

b)accidental means

or

c)theft

Loading starts as the animal mounts the ramp and unloading finishes as the animal leaves the ramp

Additional conditions

- i) any vehicle must be constructed specifically for the carriage of livestock
- ii) the loading and unloading operations must be done under adequate supervision and by means of a special constructed ramp

Underwriters will pay up to £500 for any one animal

The exclusion of living creatures in exception

2a) does not apply to livestock

Property On Approval with Customers

Underwriters agree to indemnify the insured against loss of or damage to property whilst on customers premises on approval excluding loss or damage whilst in use the company will pay up to £20,000 under this extension for any one event

Property on Demonstration

Underwriters agree to indemnify the insured against loss of or damage to property whilst on any premises for demonstration including loss or damage during the demonstration its self

Underwriters will pay up to £20,000 under this extension for any one event

Exhibitions

Underwriters agree to indemnify the insured against loss of or damage to property and stands belonging to the insured for which the insured is responsible whilst at the exhibition

But excluding

- i) loss or damage due to atmospheric climatic or weather conditions of any kind or due to flood
- ii) loss or damage to machinery due to its own running or operation
- iii) breakage of china glass or scientific instruments or any other property of a brittle or fragile nature unless resulting from fire

4. General Exclusions

These exclusions apply to the whole section

1. this section does not cover any loss or damage to property directly or indirectly caused by or arising from
 - a) pressure waves caused by aircraft or other aerial devices
 - b) delay
2. this section does not cover
 - a) loss of or damage to money securities for money (which includes certificates of bond stock certificates bills of exchange or promissory notes) stamps watches precious stones jewellery bullion or loss of or injury to living creatures
 - b) any indirect or consequential loss
 - c) natural deterioration
 - d) the deterioration of property conveyed in frozen chilled or insulated conditions due to
 - i) faulty stowage
 - ii) incorrect setting or operation of the equipment
 - iii) variations in temperature

unless directly caused by fire accident (but not breakdown) to the conveying vehicle theft or attempted theft

3. Loss destruction or damage occasioned by war or invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power
4. Loss or destruction or damage to any property whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
5. Loss destruction or damage in Northern Ireland occasioned by or happening though in consequence directly or indirectly of
 - a) civil commotion
 - b) TERRORISM

For the purpose of this section TERRORISM shall mean that any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

In any action suit or other proceedings where the Company alleges that by reason of this definition any loss destruction or damage is not covered by this section the burden of proving that such loss destruction or damage is covered shall be upon the insured

6. The maximum liability the company in respect of goods left in an unattended vehicle out of working hours shall not exceed £2,500 unless the vehicle is in a locked garage or has an alarm and an immobiliser in operation

Special Conditions

1. The Insureds Duty Of Care

The insured must take all reasonable care to prevent/minimise loss or damage to property if the vehicle(s) is/are left unattended the insured must ensure that all doors and the boot are securely locked and windows and other openings are securely closed

The insured must also take reasonable care when selecting employees

2. Average

If at the time of any loss or damage the total value of the property on the conveying vehicle to which the insurance relates shall exceed the sum insured in respect of such property of such vehicle then the insured shall be deemed his/her own insurer for the difference and shall bear a proportional share of the loss or damage accordingly this will be the amount that the vehicle sum insured bears as a proportion of the value of the property

3. Notification of Claims

In the event of any occurrence which may give reason to claim under this section the insured shall immediately

- a) give written notice with full particulars to the company
- b) forward to the company upon receipt every letter claim written or processed
- c) tell the police if there has been a theft attempted theft or criminal damage

1. Special Clauses

Only in force if shown in the schedule to this section

Reference Letter

A. Overnight Theft Restriction

This section does not cover theft or attempted theft from any unattended vehicle between 9 pm and 6am unless it is secured at all points of access and is garaged within enclosed premises which are securely locked or have a watch man in constant attendance it will be up to the insured to prove that any theft or attempted theft occurred before 9pm or after 6am

B. Forceable Entry To Vehicle Restriction

This section does not cover theft or attempted theft from any unattended vehicle unless there are outward signs of forced entry to the vehicle

C. Immobiliser Requirement

The insured must ensure that all vehicles are fitted with a key operated immobiliser approved by Underwriters and that whenever that vehicle is left unattended the immobiliser is put in to operation

D. Alarm Requirement

The insured must have all vehicles fitted with an alarm system approved by the company the alarm system must always be switched on and operational when the vehicles are left unattended the insured must have the alarm system regularly serviced and maintained by a qualified person approved by Underwriters the insured must not make any alternatives without the company agreements

E. Never Left Unattended Requirements

When vehicles are carrying property the insured must ensure that they will not be left unattended and will always be guarded by the insured or a responsible able bodied adult

F. Exclusion Of Overnight Theft Cover

This section does not cover theft or attempted theft from any unattended vehicle between 9pm and 6am it will be up to the insured that any theft or attempted theft occurred before 9pm and after 6am

G. Exclusion Of Theft Cover In London

This section does not cover theft or attempted theft which occurs within the perimeter of the M25

GENERAL CONDITIONS & EXCLUSIONS

1. **Policy Voidable**

This Policy shall be voidable in the event of misrepresentation or non-disclosure in any material particular.

2. **Avian Influenza And Sars Exclusion**

This Insurance does not cover any claim directly or indirectly caused by, happening through, in consequence of or contributed to by:

- i) Avian Influenza or any mutant variation thereof.
- ii) Severe Acute Respiratory Syndrome (SARS) and/or Atypical Pneumonia or any mutant variation thereof.

This Insurance also excludes any claim:

- i) Arising from any fear or threat (whether actual or perceived) of such Avian Influenza, SARS and/or Atypical Pneumonia.
- ii) Directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such Avian Influenza, SARS and/or Atypical Pneumonia.

If the underwriters allege that by any reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

3. **Alteration**

This Policy shall be avoided with respect to any item thereof in regard to which there be any alteration after the commencement of this insurance

- a) By removal or
- b) Whereby the risk of loss or damage is increased or
- c) Whereby the interest of the Insured ceases except by will or operation of law

Unless admitted to the Company in writing

4. **Claims Conditions**

- 1) In the event of any loss destruction or damage or event likely to give rise to a claim under this Policy the Insured shall
 - a) notify Underwriters immediately
 - b) notify the Police Authority immediately if it becomes evident that any loss or damage has been caused by theft or malicious persons
 - c) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage
 - d) deliver to Underwriters at the Insureds expense
 - i) full information in writing of the property lost destroyed or damaged and of the amount of loss destruction or damage
 - ii) details of any other insurances on any property hereby insured within 30 days after such loss destruction or damage or such further time as Underwriters may allow
 - i) all such proofs and information relating to the claim as may be reasonably required
 - ii) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- 2) No claim under this Policy shall be payable unless the terms of this condition have been complied with

4. **Observance of Terms**

It is a condition precedent to any liability on the part of Underwriters under this Section that the terms hereof so far as they relate to anything to be done or complied with by the Insured shall be duly and faithfully observed

5. **Material Facts**

The Insured shall give immediate notice to Underwriters of any alteration in risk which materially affects this insurance.

6. **Reasonable Precautions**

The Insured shall

- a. take reasonable precautions to prevent occurrences which may give rise to liability under this Section
- b. take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c. forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require

7. Notification of Claims

In the event of any occurrence which may give rise to a claim under this Section the Insured shall immediately

- a. Give written notice with full particulars to Underwriters
- b. Forward to Underwriters upon receipt every letter claim writ summons or process
- c. Notify Underwriters of any knowledge of impending prosecution inquest fatal accident or ministry inquiry

8. Claims Control

- a. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of Underwriters
- b. Underwriters shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise
- c. Underwriters shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d. The Insured shall give all information and assistance Underwriters may require

9. Other Insurances

Underwriters will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond

the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected

Premium Adjustment

If any part of the premium has been calculated on estimates the Insured shall within one month from the expiry of each Period of Insurance furnish such particulars and information as Underwriters may require and shall at the request of Underwriters provide an auditors certificate in support thereof The premium for such period shall then be adjusted subject to Underwriters retaining 75% of the premium paid for the Period of Insurance which corresponds to the period which is being adjusted Should the Insured fail to supply such particulars Underwriters shall be entitled to charge a reasonable additional premium in respect of that Period of Insurance