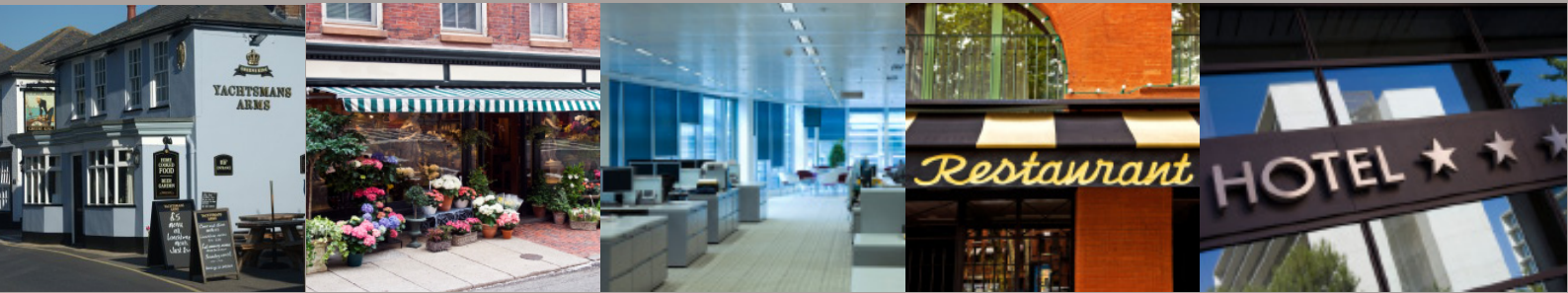


# POLICY WORDING

Please read carefully and retain



## Commercial Combined Surgeries

# Welcome to Intasure Commercial Insurance

## Designed specifically for Surgeries



### Introduction

In return for payment by the Insured to the Insurers of the premium required the Insurers will provide the insurance described herein subject to the provisions set out in this Policy.

This policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by insurers named in the Schedule.

This policy should be read together with your schedule and any endorsements.

Your premium has been based upon the information shown in the Schedule and you should ensure that you are clear which sections of cover you have included, understand what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.



or and on behalf of Intasure®

**ENQUIRIES: +44 (0)345 111 0670**

Monday - Friday 9am – 5.30pm

**CLAIMS: +44 (0)345 073 7147** (24 hours)

### **Intasure**

Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells  
Kent  
TN4 8BS

The **Policy** has several Sections. Check Your **Schedule** to see which Sections are in force and any clauses or endorsements that are applicable.

	<b>Page</b>
Insurance Act 2015	<b>3</b>
Customer Information	<b>4</b>
Policy Definitions	<b>6</b>
General Exclusions to this Policy	<b>8</b>
General Conditions to this Policy	<b>10</b>
<b>Section 1 - BUILDINGS AND CONTENTS</b>	<b>13</b>
<b>Section 2 - BUSINESS INTERRUPTION</b>	<b>21</b>
<b>Section 3 - RENTAL INCOME</b>	<b>26</b>
<b>Section 4 - BOOK DEBTS</b>	<b>28</b>
<b>Section 5 - ALL RISKS ON SPECIFIED ITEMS</b>	<b>29</b>
<b>Section 6 - GLASS</b>	<b>30</b>
<b>Section 7 - MONEY AND ASSAULT</b>	<b>31</b>
<b>Section 8 - GOODS IN TRANSIT</b>	<b>33</b>
<b>Section 9 - EMPLOYERS' LIABILITY</b>	<b>35</b>
<b>Section 10 - PUBLIC LIABILITY</b>	<b>38</b>
<b>Section 11 - PRODUCTS LIABILITY</b>	<b>43</b>
<b>Section 12 - DETERIORATION OF STOCK</b>	<b>46</b>
<b>Section 13 - LOSS OF LICENCE</b>	<b>48</b>
Endorsements	<b>50</b>
Complaints Procedure	<b>71</b>

# Introduction

## Certification and extent of policy coverage

This is to certify that in accordance with the authorisation granted under Contract Number BW0175319 to Arthur J. Gallagher Insurance Brokers Limited trading as Intasure by **Insurers** whose identity is as stated in the **Schedule** hereafter referred to as the **Insurers**, and in consideration of the premium specified having been paid, the **Insurers** agree to the extent and in the manner detailed, to indemnify the **Insured** against **Damage** sustained or legal liability for accidents happening, which occur during the **Period of Insurance** and arising from the **Business**, as detailed in the **Schedule**, after such **Damage** or liability has been proved by court judgement or award, or settlement agreed by the **Insurers**.

Provided always that:

- 1) the **Insurers** liability shall not exceed the limits of liability expressed in the **Schedule** or such other limits of liability as may be substituted by **Endorsement** and agreed by or on their behalf;
- 2) this **Policy** insures only in respect the Sections specified in the **Schedule**.
- 3) this **Policy** is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

This **Policy** has been issued and signed on behalf of the **Insurers** as stated in the **Schedule** by

Arthur J. Gallagher Insurance Brokers Limited trading as Intasure  
Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells  
Kent, NT4 8BS



Authorised signatory

## Insurance Act 2015 - Remedies for breach of the duty of fair presentation

- 1) If, prior to entering into this insurance contract, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
  - a) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
    - i) The **Insurer** may avoid the contract, and refuse to pay all claims; and,
    - ii) The **Insurer** need not return any of the premiums paid.
  - b) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:
    - i) If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.
    - ii) If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.
    - iii) In addition, if the **Insurer** would have entered into the contract, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .
- 2) If, prior to entering into a variation to this insurance contract, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
  - a) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
    - i) The **Insurer** may by notice to the **Insured** treat the contract as having been terminated from the time when the variation was concluded; and,
    - ii) The **Insurer** need not return any of the premiums paid.
  - b) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:
    - i) If the **Insurer** would not have agreed to the variation at all, the **Insurer** may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
    - ii) If the **Insurer** would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the **Insurer** so requires.
    - iii) If the **Insurer** would have increased the premium by more than it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .
    - iv) If the **Insurer** would not have reduced the premium as much as it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged/reduced total premium}) \times 100$ .

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

## Customer Information

### Who is the Insurer ?

This **Policy** is underwritten by Argenta Syndicate 2121 at Lloyd's.

### Who is the regulator?

Argenta Syndicate Management Limited (registered number 204974) (ASML) is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. The FCA's website, which includes a register of all regulated firms can be visited at [www.fca.org.uk/register](http://www.fca.org.uk/register).

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services, including insurance.

### What to do if You have a complaint:

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact

The Managing Director  
Intasure  
Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells, Kent  
TN4 8BS  
United Kingdom

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

Their address is:

Complaints  
Lloyd's  
One Lime Street  
London, EC3M 7HA  
Tel No: +44 (0)20 7327 5693  
Fax No: +44 (0)20 7327 5225  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the

Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Your Right to Cancel

**You** have the right to cancel the insurance **Policy** within 30 days of receiving the **Policy** documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **You** will have received the **Policy** document upon the day following the date it was posted to the **Insured** by first class post.

If **You** do cancel this insurance within the initial 30 day period, then no cover will have been in place from the date of inception, as specified in the **Schedule**, and no liability whatsoever shall attach to the **Insurers** in respect of the **Policy**.

If **You** do not exercise **Your** right of cancellation within the initial 30 day period, this insurance **Policy** will automatically come into force from the inception date specified in the **Schedule**. **You** will remain liable to pay the full annual premium. Following the expiry of the initial 30 day period, this insurance **Policy** may be cancelled at any time at **Your** written request. **Insurers** reserve the right not to allow a return of premium.

To exercise **Your** right to cancel, contact Intasure.

### The Law that Governs the Interpretation of this Policy

All disputes concerning the interpretation of this **Policy** are understood and agreed by both the **Insured** and the **Insurers** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This **Policy** should be read carefully and if it is incorrect return it as soon as practicable to **Your** insurance advisor for alteration.

This **Policy** should be kept in a safe place – **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** to retain details of **Your** Employers Liability **Policy**/certificates for at least 40 years.

### Employers' Liability Tracing Office (ELTO) and Your Data

**Your Policy** details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point

## Customer Information

in time.

- **You** can find out more;
- by contacting us; or,
- at [www.elto.org.uk](http://www.elto.org.uk).

### Employers Liability Insurance - mandatory information required

**You** must provide us with the following information for each entity insured under this section of the **Policy**:

1. Employer name; and
2. Full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, you must provide us with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

**You** must inform us as soon as practicable of any changes to the above information. This information is required by us to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

### Fraudulent claims

- 1) If **You** make a fraudulent claim under this **Policy**, We:
  - a) Shall not be liable to pay the claim; and
  - b) May recover from **You** any sums paid by Us to **You** in respect of the claim; and
  - c) May by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.
- 2) If We exercise Our rights under clause (1)(c) above:
  - a) We shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
  - b) We need not return any of the premiums paid.

Nothing in this clause is intended to vary the position under the Insurance Act 2015."

### Several Liability

The liability of the **Insurers** is several and not joint and is limited solely to the extent of their individual proportions as shown in the **Schedule**. The **Insurers** are not responsible for the subscription of

any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

## Definitions (applicable to all sections)

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this **Policy** or any **Schedule Endorsement** or notice attached or issued by the **Insurers** unless specifically amended by any documentation issued by the **Insurers**.

### Act of Terrorism

Means an act, including but not limited to the use of force or violence and/or the threat of thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Business

Means business described in the **Policy Schedule** including

- (1) the ownership (including maintenance) of buildings specifically insured by this **Policy**
- (2) the provision and management of canteen social sports and welfare facilities for **Your Employees**
- (3) first aid fire and ambulance services
- (4) private work carried out with **Your** consent for **You** or any of **Your** directors partners or other senior officials of **Your Business** by any of **Your Employees** within the **Geographical Limits**

### Costs and Expenses

Means

- (1) all costs and expenses recoverable by any claimant from **You**
- (2) the costs and expenses incurred with the written consent of the **Insurers** for
  - (a) representation at any Coroner's Inquest or Inquiry in respect of any death
  - (b) the defence of proceedings in any court brought against **You** in respect of breach or alleged breach of statutory duty resulting in **Injury**
- (3) all other costs and expenses of litigation incurred with the written consent of the **Insurers**

relating to an occurrence which may give rise to indemnity

### Damage

Means loss destruction or **Damage**.

### Employee

Means

- (1) any person under a contract of service or apprenticeship with **You**
- (2) any person hired or borrowed by **You** in the course of their contract of service or apprenticeship with another employer
- (3) any person under a government or other authorised work experience or **Youth** training or similar scheme

- (4) any self employed person
- (5) any labour master or labour only sub contractor or person supplied by any of them

whilst engaged in working for the **Insured** in connection with the **Business**.

### Endorsement

Means any amendments relating to the insurance provided by this **Policy** which are

- (1) not within the **Policy** but attached to any **Schedule** issued by the **Insurers** or
- (2) within the **Policy** and stated in the **Policy Schedule** as applying to this **Policy**

### Excess

Means amount shown in the **Schedule** to any Section of this **Policy** being the amount of each and every claim which is not covered and for which **You** are considered to be **Your** own insurer

### Geographical Limits

Means the United Kingdom of Great Britain, the Channel Islands and the Isle of Man.

### Heave

Means upward and/or lateral movement of the site on which **Your** buildings stand caused by swelling of the ground.

### Injury

Means death bodily **Injury** illness disease or shock.

### Insured/You/Your

Means person (s) and/or company(ies) named in the **Policy Schedule**.

### Insurers / Underwriters

Means the Insurers whose identity is stated in the **Schedule**.

### Landslip

Means downward movement of sloping ground.

### Money

Means

- (1) current currency
- (2) crossed and uncrossed (where applicable)
  - (a) bankers drafts
  - (b) national giro drafts and payment orders
  - (c) postal and **Money** orders
  - (d) dividend warrants
  - (e) cheques (other than pre signed blank cheques)
- (3) travellers cheques
- (4) national savings stamps and certificates



## Definitions

- (5) bus and rail travel cards and passes
- (6) telephone cards
- (7) current postage stamps and unused postal franking machine units
- (8) luncheon vouchers
- (9) gift tokens
- (10) trading stamps
- (11) national insurance stamps and stamped or impressed national insurance cards
- (12) holiday with pay stamps
- (13) premium bonds
- (14) VAT purchase invoices
- (15) credit card cheque card and debit card sales vouchers
- (16) savings stamps
- (17) consumer redemption vouchers

### Period of Insurance

Means **Period of Insurance** stated in the **Policy Schedule** and any subsequent period for which premium payment is made by **You** and is accepted by the **Insurers**.

### Policy

Means **Policy** wording together with all **Schedules** Endorsements and notices attached or issued by the **Insurers**.

### Pollution

Means

- (1) **Pollution** or contamination by naturally occurring or man made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
- (2) all loss destruction **Damage** or **Injury** directly or indirectly caused by such **Pollution** or contamination

### Premises

Means address of **Premises** stated in the **Schedule** to each Section insured by this **Policy** but where no **Premises** are so stated the address of **Premises** shall be as stated in the **Policy Schedule**

### Products

Means any commodity or article (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied repaired serviced tested financed constructed installed or processed by or on behalf of the **Insured** from or within the **Geographical Limits** in connection with the **Business**.

### Schedule

Means most current **Schedule** issued to **You** by the **Insurers**.

### Subsidence

Means downward movement of the site on which **Your** buildings stand by a cause other than the weight of the buildings themselves.

### Valuables

Means deeds bonds bills of exchange promissory notes stamp collections jewellery furs and fur skins precious stones and articles comprising of them.

## General Exclusions to this Policy

### (1) GENERAL

The following Exclusions apply to all Sections of **Your Policy** except Section 9 – Employers' Liability.

This **Policy** does not cover any loss or **Damage** caused as a result of the property being used for illegal activities or, loss destruction **Damage** consequential loss or liability directly or indirectly caused by or contributed to by or arising from

#### (a) Radioactive Contamination

- (i) ionising radiations from 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 or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
- (v) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)

#### (b) Pressure Waves

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

#### (c) Pollution

as defined in the General Definitions and Interpretations other than **Pollution** resulting in **Damage** to property insured by this **Policy** or interruption of or interference with the **Business** not otherwise excluded caused by any of the following perils

Fire Explosion Aircraft Earthquake Riot Malicious **Damage** Storm or Flood Escape of Water Impact Sprinkler Leakage Theft or **Subsidence** all as defined in Section 1- Buildings and Contents of this **Policy**.

### (2) WAR AND ACT OF TERRORISM

This **Policy** does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening

through or in consequence of

- (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any Government or public or local authority **Act of Terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above
- (b) 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 in Northern Ireland other than in respect of the insurance provided by Section 9 – Employers Liability Section 10 – Public Liability and Section 11 – Products Liability.

In any action suit or other proceedings where the **Insurers** allege that by reason of **Act of Terrorism** any claim hereunder is not covered by this **Policy** the burden of proving that such claim hereunder is covered shall be upon **You**.

This Exclusion shall apply to all Sections of this **Policy** other than Section 9 – Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to **Employees** and provided that the maximum Limit of Indemnity for any one claim or series of claims arising from one source or original cause shall not exceed £5,000,000.

### (3) DATE RECOGNITION FAILURE

This **Policy** does not cover

- (1) **Damage**
  - (2) interruption of or interference with the **Business**
  - (3) legal liability other than Employers' Liability
  - (4) **Costs and Expenses** other than in connection with Employers' Liability
  - (5) Legal Expenses  
directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media micro chip integrated circuit or similar device or any computer software whether the property of the **Insured** or not
- (a) correctly to recognise any date as its true calendar date
  - (b) correctly to capture save retain and/or correctly to manipulate interpret or process any data or information

## General Exclusions to this Policy

or command or instruction as a result of treating any date otherwise than as its true calendar date

- (c) correctly to capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data.

Provided that (1) and (2) shall not apply to

- (i) subsequent **Damage** or  
(ii) subsequent interruption of or interference with the **Business**

not otherwise excluded which results from any of the following perils

Fire Explosion Aircraft Earthquake Riot Malicious **Damage** Storm or Flood Escape of Water Impact Sprinkler Leakage Theft or **Subsidence** all as defined in Section 1- Buildings and Contents of this **Policy**.

### (4) ELECTRONIC DATA

This Exclusion applies to all Sections of this **Policy** other than:

- Section 9 Employers Liability

This **Policy** does not cover loss destruction **Damage** or consequential loss directly or indirectly occasioned by or happening through or in consequence of Computer Virus(es) or from erasure or corruption or alteration of Electronic Data.

Computer Virus means a corrupting instruction that propagates itself via a computer system or network.

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

Provided that this Exclusion shall not apply to **Damage** or interruption of or interference with the **Business** not otherwise excluded which results from any of the following perils.

Fire Explosion Aircraft Earthquake Riot Storm or Flood Escape of Water Impact or Sprinkler Leakage all as defined in Section 1 – Buildings and Contents and stated as insured in the **Schedule** applicable to that Section.

### (5) SANCTION LIMITATION AND EXCLUSION CLAUSE

The **Insurers** shall not be deemed to provide cover and nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurers** to any sanction, prohibition or

restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# General Conditions to this Policy

The following Conditions apply to all Sections of **Your Policy** and **You** must comply with them or **Your Policy** may be 'impacted' by **Your** failure in not complying.

If **You** need to notify the **Insurers** of a claim or of any circumstances or incident which may cause a claim **You** should contact the **Insurer** through

Intasure  
Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells, Kent, TN4 8BS  
Tel: +44 (0)345 073 7147

## (1) PROCEDURE FOR NOTIFYING CLAIMS

If any event happens which may give rise to a claim being made under this **Policy You** must

- (a) notify the **Insurers** as soon as possible and give full details of the occurrence
- (b) inform the police as soon as practicable of any malicious **Damage** or of the theft or loss of any property or **Money**
- (c) forward to the **Insurers** as soon as practicable on receipt and without answering it any letter claim writ summons or process
- (d) send to the **Insurers** at **Your** own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the **Insurers** and send also details of any other insurance covering the loss destruction **Damage Injury** or liability for which **You** are claiming indemnity under this **Policy** within
  - (i) seven days of **Damage** caused by riot civil commotion strikes labour disturbances or malicious persons
  - (ii) 30 days of the expiry of the Indemnity Period in the event of a claim under the **Business** Interruption Section of this **Policy**
  - (iii) 30 days of **Damage** by any other cause or **Injury** insured by this **Policy**
- (e) take all reasonable steps to diminish or avoid the **Damage** and to minimise any interruption of or interference with the **Business**
- (f) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the **Insurers'** written consent.

## (2) SUBROGATION

In the event of any claim under this **Policy You** shall at the **Insurers'** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by the

**Insurers.**

## (3) THE INSURERS' RIGHTS

If any event happens which may give rise to a claim under this **Policy** the **Insurers** will be entitled to

- (a) enter the building where **Damage** has occurred and to take and keep possession of **Damaged** property insured herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of **Your** consent for such purpose - no property may be abandoned to the **Insurers**
- (b) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other person covered by this **Policy** by any other party.
- (c) prosecute in **Your** name or the name of any other person covered by this **Policy** but for the **Insurers'** benefit any claim for **Damages** or indemnity.

## (4) OTHER INSURANCE

If at the time of any **Injury** or **Damage** there be any other insurance

- (a) covering the whole or part of such **Injury** or **Damage** whether effected by the **Insured** or not then the **Insurers** shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such **Injury** or **Damage**.
- (b) on any of the property insured herein either alone or together with any other property which shall be subject to any condition of average or is limited in respect of the value of any article or the total amount is divided in respect of said property then this **Policy** may at the option of the **Insurers** be held to contain the same condition of average limit of value and division of amount pro rata.
- (c) which more specifically insures property insured herein this **Policy** will not apply except in respect of any amount over and above that recoverable under such more specific insurance.

This Condition does not apply to any personal accident benefit provided under this **Policy** in respect of death or **Injury** to any insured person.

## (5) EFFECT OF CLAIMS ON SUMS INSURED

Except where otherwise provided for under any Section of this **Policy**

- (a) the Sums Insured in this **Policy** will be reduced until expiry of the **Period of Insurance** by the amount of any loss destruction **Damage** interruption or interference with **Your Business**
- (b) if any Sum Insured is subject to an Underinsurance

## General Conditions to this Policy

Condition and further claims arise before expiry of the **Period of Insurance** the application of such Underinsurance Condition may have the effect of increasing the proportion of the loss which **You** will have to bear

- (c) on request and if not otherwise provided for under any Section of this **Policy** following a claim the **Insurers** will consider reinstating the original Sums Insured subject to any additional premium revised terms and further precautions that may be necessary.

### (6) RECOVERY OF LOST OR STOLEN PROPERTY

If any lost or stolen property which is the subject of a claim under this **Policy** is recovered **You** must inform the **Insurers** as soon as reasonably possible by recorded delivery letter.

If the property is recovered before the payment of the claim for loss of that property **You** must reclaim such property and the **Insurers** will then indemnify **You** under the terms of this **Policy** for any **Damage** sustained to such property.

If the property is recovered after payment of the claim for loss of that property the property will then belong to the **Insurers** but **You** will have the option of retaining the property and refunding to the **Insurers** any claim payment the **Insurers** have made for the property subject to any appropriate adjustment for **Damage** to the property.

### (7) ARBITRATION

If the **Insurers** accept liability for a claim under this **Policy** but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time.

In these circumstances the arbitrator's award must be made before there is any right of action against the **Insurers**.

### (8) COMPLIANCE WITH TERMS

The **Insurers'** liability to make any payment under this **Policy** is conditional on

- (a) the compliance with this **Policy's** terms and conditions by **You** or any person claiming indemnity or benefit under this **Policy**
- (b) the truth accuracy and completeness of all information supplied to the **Insurers** in connection with this insurance.

### (9) PRECAUTIONS

**You** must

- (a) take all reasonable precautions to safeguard any property insured by this **Policy** against **Damage** and to prevent **Injury** or loss or destruction of or **Damage** to other property

- (b) exercise reasonable care in the selection and supervision of **Your Employees**
- (c) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority
- (d) maintain the **Premises** and all other property insured in a sound condition.

### (10) WORKMEN AND ALTERATION TO THE PREMISES OR BUSINESS

Workmen and tradesmen are allowed in or about the **Premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance but the **Insurers** have insured **You** on the basis of information supplied and cover under this **Policy** will cease if

- (a) there are changes to the **Premises** or the building in which it is located or to **Your Business** which may increase the risk of loss destruction **Damage** liability accident or **Injury**.
- (b) there are changes in the occupancy or use of the **Premises**.
- (c) **Your** interest in the **Premises** or **Your Business** ceases.
- (d) **Your Business** is wound up or carried on by a liquidator or receiver or permanently discontinued

unless **You** have notified the **Insurers** within a reasonable time and the **Insurers** have agreed to such changes in writing.

### (11) PREMIUM ADJUSTMENT

If any part of the premium is calculated on estimates **You** shall keep an accurate record containing all relevant particulars and shall at any time allow the **Insurers** to inspect such record.

**You** shall within one month after the expiry of each **Period of Insurance** supply particulars and information as the **Insurers** may require and the premium for such period shall be adjusted subject to any minimum premium.

### (12) INSTALMENTS

If the premium for this **Policy** is payable by instalments it is a condition precedent to the **Insurers'** liability that each instalment shall be paid when due otherwise all benefit under this **Policy** shall be forfeited from the date when such instalment was due.

### (13) CANCELLATION

The **Insurers** may cancel this **Policy** by sending 30 days' notice by recorded delivery letter to **You** at **Your** last known address and making a proportionate return of premium for any unexpired **Period of Insurance** for which **You** have paid.

The **Insurers** will only do this for a valid reason (examples of

## General Conditions to this Policy

valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that we can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

Where a claim has been made during the current **Period of Insurance** the full annual premium will still be payable despite cancellation of cover and **Insurers** reserve the right to deduct this from any claim payment.

### (14) TAX

In addition to the premium **You** will pay to the **Insurers** any tax due on the premium which the **Insurers** are required to collect will be incorporated in accordance with current legislation.

### (15) SHORT FORM PRIVACY NOTICE

Intasure is the trading name of Arthur J. Gallagher Insurance Brokers Limited. **We** are the data controller of any personal information **You** provide to us or personal information that has been provided to us by a third party. **We** collect and process information about **You** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with third parties such as insurers, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

**We** may record telephone calls to help us monitor and improve the service **We** provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see our privacy notice at [www.intasure.com](http://www.intasure.com). If **You** are providing personal data of another individual to us, **You** must tell them **You** are providing their information to us and show them a copy of this notice.

Details of **Your** Insurers Privacy Notice is available at <http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>

### (16) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person or company who was not party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this Condition does not

affect any right or remedy of a third party which exists or is available other than by virtue of this Act, Act 1998.

## Section 1 - BUILDINGS AND CONTENTS

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### INSURING CLAUSE

If any **Property** suffers **Damage**

- (1) caused by any Peril for which the **Insurers** are liable
- (2) during the **Period of Insurance**

the **Insurers** will pay to **You** an amount calculated in accordance with the Basis of Payment or at their option will reinstate or replace **Your Property** or any part of it which is lost destroyed or damaged

### DEFINITIONS TO THE BUILDINGS AND CONTENTS SECTION

NB For the purpose of determining where necessary the definition within which any **Property** is insured the **Insurers** agree to accept the designation under which such **Property** has been entered in **Your** books

#### Property

Means Item(s) of **Property** described in the **Schedule** applicable to this Section including those defined below

#### Perils

Means perils shown in the **Schedule** applicable to this Section

#### Specific Perils

Means **Perils** defined below and stated in the **Schedule** applicable to this Section except Accidental Loss

### PROPERTY DEFINITIONS

#### Buildings

Means buildings which **You** use for **Your Business** at the **Premises** stated in the **Schedule** applicable to this Section and includes at the same address

- (1) landlords' fixtures and fittings
- (2) tenants' improvements alterations and decorations
- (3) outbuildings extensions annexes and gangways
- (4) walls gates and fences
- (5) yards and car parks
- (6) telephone gas water and electric installations piping ducting cables wires and associated control gear and accessories extending to the public mains which **You** are responsible to repair or reinstate

#### Rent

Means rent of the buildings but excluding any element of charge for utilities

#### Contents

Means machinery plant fixtures fittings utensils and all other contents relating to **Your Business** at the **Premises** stated in the

**Schedule** applicable to this Section whether belonging to **You** or held in **Your** care and for which **You** are responsible and includes at the same address

- (1) contents in outbuildings extensions annexes and gangways
- (2) contents in open yards to the extent that cover by this Section provides
- (3) **Money** for an amount not exceeding 5% of the Sum Insured for Contents stated in the **Schedule** applicable to this Section or £500 whichever is the lesser
- (4) documents manuscripts and **Business** books but only for the value of the materials as stationery and the cost of clerical labour expended in writing up excluding
  - (a) any expense in connection with producing information to be recorded in them
  - (b) the value to **You** of the information contained in them
- (5) computer systems records
  - (a) only for the value of the materials and the cost of clerical labour and computer time expended in reproducing such records
  - (b) limited to £5,000 during any one **Period of Insurance** excluding
    - (i) any expense in connection with producing information to be recorded in them
    - (ii) the value to **You** of the information contained in them
- (6) patterns models moulds plans and designs
- (7) in so far as they are not insured elsewhere **Your Employees'** directors' visitors' and guests' pedal cycles and personal effects (except motor vehicles) for an amount not exceeding £250 for any one pedal cycle and £500 for all other personal effects of any one **Employee** director visitor or guest

Contents excludes

- (1) landlords' fixtures and fittings
- (2) Stock
- (3) any **Property** excluded by Exclusion (15) or under the definition of **Theft** to this Section
- (4) **Computers**
- (5) **Electronic Office Equipment**

#### Stock

Means stock and materials in trade whether belonging to **You** or held in **Your** care and for which **You** are responsible in connection with **Your Business** at the **Premises** excluding **Property** otherwise insured by this Section.

#### Computers

Means all computer equipment used for the storage and communication of electronically processed data

## Section 1 - BUILDINGS AND CONTENTS

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### Electronic Office Equipment

Means all photocopiers fax machines portable telephones video recorders and video cameras and associated equipment all belonging to the **Insured** or held by the **Insured** in trust for which the **Insured** is responsible.

### PERILS DEFINITIONS

#### Fire

Means

- (1) fire  
excluding loss or destruction of or **Damage to Property** caused by
  - (a) explosion resulting from fire
  - (b) earthquake
  - (c) any **Property's**
    - (i) own spontaneous fermentation or heating or
    - (ii) undergoing any heating process or any process involving the application of heat
- (2) lightning
- (3) explosion
  - (a) of boilers
  - (b) of gasused for domestic purposes only  
excluding **Damage** caused by earthquake

#### Explosion

Means for the purposes of this Section explosion excluding **Damage** by

- (1) fire resulting from explosion
- (2) explosion
  - (a) of boilers
  - (b) of gasused for domestic purposes only

#### Aircraft

means aircraft or other aerial devices or articles dropped from them excluding **Damage** by fire

#### Earthquake

Means earthquake

#### Riot

Means riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding **Damage**

- (1) arising from cessation of work
- (2) by fire caused by strikers locked out workers persons taking

- part in labour disturbances or malicious persons
- (3) occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority

#### Malicious Damage

Means **Damage** caused by malicious persons excluding **Damage**

- (1) arising from cessation of work
- (2) by fire
- (3) by theft
- (4) caused by persons acting on behalf of or in connection with any political organisation

#### Storm or Flood

Means storm or flood excluding **Damage** by lightning frost **Subsidence** ground **Heave** or **Landslip**.

#### Escape of Water

Means escape of water from any tank apparatus or pipe excluding **Damage** by water from any automatic sprinkler installation.

#### Impact

Means impact by any road vehicle or animal.

#### Sprinkler Leakage

Means accidental escape of water from any automatic sprinkler installation at the **Premises** excluding **Damage** caused by

- (1) freezing while the **Premises** are (in so far as they are in **Your** ownership or tenancy) empty or not in use
- (2) explosion earthquake or heat caused by fire

#### Subsidence

Means **Subsidence** or ground **Heave** of any part of the site on which the **Premises** stands or **Landslip** excluding **Damage**

- (1) to yards car parks roads pavements walls gates or fences unless also affecting buildings insured by this Section
- (2) caused by or consisting of
  - (a) settlement or movement of made up ground
  - (b) coastal or river erosion
  - (c) defective design or workmanship or the use of defective materials
  - (d) fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (3) which originated prior to the inception of this cover
- (4) resulting from



## Section 1 - BUILDINGS AND CONTENTS

This Section applies only if stated as **INSURED** in the **Policy Schedule**

- (a) demolition construction structural alterations or repair of any **Property** at the **Premises**
- (b) groundworks or excavation at the **Premises**

### Theft

means theft of **Property** (including loss or destruction of or **Damage** to **Your Buildings** or **Contents** caused in the course of theft or attempted theft) while the **Property** is within any building (or part thereof) occupied by **You** at the **Premises** excluding

- (1) theft which does not involve
  - (a) entry to or exit from the building or attempt thereof by forcible and violent means
  - (b) hold up accompanied by violence or threat of violence at the **Premises**
- (2) **Damage** caused by any person lawfully on the **Premises**
- (3) loss or destruction of or **Damage** to
  - (a) **Property** in any open space or in any outbuilding not communicating with the main building at the **Premises**
  - (b) **Money** manuscripts plans patterns models moulds designs coin or token operated gaming amusement or vending machines or the contents of any of them or documents of title unless specifically stated as insured in the **Schedule** applicable to this Section
  - (c) any cash register when the **Premises** are closed for **Business** unless the drawer has been left open

### Accidental Loss / Damage

Means accidental loss destruction or **Damage** excluding **Damage**

- (1) by any Peril Defined herein other than Accidental Loss
- (2) which would not be insured as a consequence of any of the exclusions to the Defined **Perils** herein

### BASIS OF PAYMENT

**Insurers'** liability under this Section will not exceed

- (1) the Sum Insured for each Item
  - (2) in total the Total Sum Insured
- in the **Schedule** applicable to this Section

### UNDERINSURANCE CONDITION

If at the time of **Damage** the value of the **Property** or the total value of all **Property** for which one Sum Insured is stated in the **Schedule** applicable to this Section exceeds that Sum Insured **You** will be **Your** own insurer for the difference and will bear a rateable share of the loss accordingly

### EXCLUSIONS TO THE BUILDINGS AND CONTENTS SECTION

This Section does not cover

#### (1) Deductible

the amount stated as the **Deductible** for each Peril shown in the **Schedule** applicable to this Section

#### (2) Inbuilt defect wear tear and defective workmanship

**Damage** to **Property** caused by or consisting of

- (a) inbuilt or latent defect gradual deterioration wear and tear its own faulty or defective design or materials
- (b) faulty or defective workmanship operational error or omission on **Your** part or that of any of **Your Employees** but subsequent **Damage** which itself results from a cause not excluded elsewhere in this Section or **Policy** is covered under this Section

#### (3) Frost

**Damage** caused by or consisting of frost

but subsequent **Damage** which itself results from a cause not excluded elsewhere in this Section or **Policy** is covered under this Section

#### (4) Corrosion or change in temperature

**Damage** caused by or consisting of

- (a) corrosion rust wet or dry rot shrinkage evaporation contamination loss of weight dampness dryness marring scratching denting vermin or insects
- (b) change in temperature colour flavour texture or finish but the following is covered under this Section
  - (i) such **Damage** not excluded elsewhere in this Section or **Policy** which itself results from any Specific Peril or from any other accidental cause
  - (ii) subsequent **Damage** which itself results from a cause not excluded elsewhere in this Section or **Policy**

#### (5) Joint leakage or breakdown

**Damage** consisting of

- (a) joint leakage or failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam or feed piping connected to them
- (b) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which breakdown or derangement originates

but the following is covered under this Section

## Section 1 - BUILDINGS AND CONTENTS

This Section applies only if stated as **INSURED** in the **Policy Schedule**

- (i) such **Damage** not excluded elsewhere in this Section or **Policy** which itself results from any Specific Peril
- (ii) subsequent **Damage** which itself results from a cause not excluded elsewhere in this Section or **Policy**

### (6) Subsidence ground heave or Landslip

**Damage** caused by or consisting of **Subsidence** ground **Heave** or **Landslip** unless resulting from **Fire Explosion Earthquake** or **Escape of Water** except in so far as **Subsidence** may be insured by this Section

### (7) Change in the water table level

**Damage** attributable to change in the water table level

### (8) Settlement of new structures

**Damage** caused by or consisting of normal settlement or bedding down of new structures

### (9) Theft fraud or dishonesty

**Damage** caused by or consisting of theft or attempted theft where any person in **Your** employment or service or any member of **Your** family are concerned as principal or accessory

### (10) Collapse of buildings

**Damage** to a building or structure caused by its own collapse or cracking unless resulting from a Specific Peril

### (11) Property in the open

**Damage** to moveable **Property** in the open fences or gates caused by theft wind rain hail sleet snow flood or dust

### (12) Processing

**Damage** to any **Property** (other than by **Fire** or **Explosion**) resulting from its undergoing any process of production packing treatment testing commissioning servicing cleaning dyeing or repair

### (13) Empty Buildings

**Damage** in respect of any **Buildings** which are empty or not in use caused

- (a) by freezing
- (b) by escape of water from any tank apparatus or pipe
- (c) by malicious persons (other than by **Fire** or **Explosion**)
- (d) in the course of **Theft** or attempted **Theft**

### (14) Riot or civil commotion

caused by riot or civil commotion except in so far as **Riot** is insured by this Section

### (15) Excluded Property

- (a) unless **Damage** is caused by a Specific Peril
  - (i) **Valuables** precious stones precious metals bullion curiosities
  - (ii) **Property** in transit
  - (iii) glass china earthenware marble or other fragile or brittle objects
  - (iv) **Money** bonds credit cards or securities of any description
- (b) unless specifically stated as insured in the **Schedule** applicable to this Section
  - (i) vehicles licensed for road use (and accessories on them) caravans trailers railway stock watercraft or aircraft
  - (ii) **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
  - (iii) land roads pavements piers jetties bridges culverts or excavations
  - (iv) livestock growing crops or trees

### (16) Machinery requiring statutory inspection

**Damage** caused by explosion of and originating in any vessel machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be inspected to comply with any regulations or statutory provisions unless such vessel machinery or apparatus is the subject of a **Policy** or other contract providing the required inspection service

### (17) Steam pressure apparatus

**Damage** caused by or consisting of the bursting 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 **You** or under **Your** control

but subsequent **Damage** which itself results from a cause not excluded elsewhere in this Section or **Policy** is covered under this Section

### (18) Self ignition of electrical apparatus

to any electrical apparatus or wiring caused by its own self ignition but this Exclusion shall only apply to that part of the electrical apparatus or wiring in which the self ignition occurs

## Section 1 - BUILDINGS AND CONTENTS

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### (19) Property insured by other insurance

any **Property** which at the time of **Damage** is insured by a more specific insurance.

### SPECIAL CONDITIONS TO THE BUILDINGS AND CONTENTS SECTION

#### (1) Reinstatement Basis of Payment

Subject to the undernoted provisions the basis upon which the amount payable in respect of any Item to which this Condition applies (other than motor vehicles and their accessories **Employees'** directors' visitors' and guests pedal cycles and personal effects) is to be calculated shall be the reinstatement of the **Property** lost destroyed or damaged

For this purpose reinstatement means

- (a) the rebuilding or replacement of **Property** lost or destroyed which provided the liability of the **Insurers** is not increased may be carried out
  - (i) in any manner suitable to **Your** requirements
  - (ii) upon another site
- (b) the repair or restoration of **Property** damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its conditions when new

Provided that

- (i) The liability of the **Insurers** 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
- (ii) 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** insured by any Item subject to this Condition exceeds its Sum Insured at the commencement of any **Damage** the liability of the **Insurers** shall not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the whole of such **Property** at that time
- (iii) No payment beyond the amount which would have been payable in the absence of this Condition 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 by any Item at the time of its **Damage** shall be insured by any other insurance

effected by or on **Your** behalf which is not upon the same basis of reinstatement

#### (2) Index Linking

The sums insured (and the Declared Value where appropriate) in **Your Schedule** will be adjusted annually in line with the following in the absence of advice from **You** to the contrary for the ensuing **Period of Insurance**:-

##### Buildings

The Sum Insured (and the Declared Value where appropriate) will be increased by a percentage determined by the **Insurers** and such revised Sum Insured (and Declared Value) in the absence of advice from **You** to the contrary will be deemed to apply for the ensuing **Period of Insurance**.

##### Contents

The government's General Index of Retail Prices or Durable Goods Section of the Retail Price Index (whichever is applicable). Should this index not be available another index will be used.

Specific limits detailed in this **Policy** are not index-linked.

No charge will be made for this during each year, but renewal premiums will be calculated on the adjusted sums insured.

Adjustments will continue from the date of **Damage** to the settlement of the resulting claim, provided **You** have not unreasonably delayed notification or settlement of the claim.

##### Important

Because of regional and national variations in the construction of buildings and cost of materials **You** should review **Your** buildings sum insured on a regular basis

No additional charge will be made for this during each year, but renewal premiums will be calculated on the adjusted sums insured.

Adjustments Index Linking will continue from the date of **Damage** to the settlement of the resulting claim, provided **You** have not unreasonably delayed notification or settlement of the claim.

#### (3) Rent

Any insurance of **Rent** applies only if the **Buildings** or any part thereof is unfit for occupation in consequence of its **Damage** and then the amount payable shall not exceed such proportion of the Sum Insured on **Rent** as the period necessary for reinstatement bears to the term of **Rent** insured

## Section 1 - BUILDINGS AND CONTENTS

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### (4) Subrogation Waiver

In the event of a claim arising under this Section the **Insurers** agree to waive any rights remedies or relief to which they may become entitled by subrogation against any company

- (a) in the relation of holding company or subsidiary to **You**
- (b) which is a subsidiary of a parent company of which **You** are **Yourself** a subsidiary

in each case within the meaning of the relevant companies' legislation current at the time of the **Damage**

### (5) Non Invalidation

The insurance by this Section will not be made invalid by any act omission or alteration which unknown to **You** or beyond **Your** control increases the risk of **Damage** provided that **You**

- (a) notify the **Insurers** immediately **You** become aware of such act omission or alteration and
- (b) pay any additional premium that the **Insurers** may require

### (6) Automatic Reinstatement of Sum Insured

In the absence of written notice by the **Insured** or the **Insurers** to the contrary within 30 days of the occurrence of any **Damage** the Sums Insured by this Section shall not be reduced by the amount of any loss and the **Insured** shall pay the appropriate premium for such automatic reinstatement of cover provided that

- (a) the **Insured** shall carry out any reasonable recommendations put forward by the **Insurers** to prevent further loss
- (b) in respect of **Damage** by **Theft** (if insured) the automatic reinstatement shall apply on the first occasion only in each **Period of Insurance**

### IN ADDITION THE INSURERS WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

#### Professional Fees

The cover under this Section for **Buildings** and **Contents** includes necessary architects' surveyors' consulting engineers' legal and other fees **You** incur in reinstating **Your Property** following its **Damage** as insured by this Section but not for preparing any claim

Provided that the **Insurers'** liability for **Damage** and professional fees will not exceed in total the Sum Insured for each Item in the **Schedule** applicable to this Section

#### Debris Removal Costs

The insurance by each Item in the **Schedule** applicable to this Section includes necessary **Costs and Expenses** **You** incur with the **Insurers'** consent in

- (1) removing debris from
- (2) dismantling and/or demolishing

- (3) shoring up or propping

Provided that the **Insurers'** liability for **Damage** and debris removal costs will not exceed in total during any one **Period of Insurance** the Sum Insured stated for each Item in the **Schedule** applicable to this Section

#### Underground Services

- (1) Accidental loss or destruction of or **Damage** not otherwise excluded to underground water gas oil drain or sewer pipes and underground electricity or telephone cables which extend from the **Premises** to the public mains and which **You** are responsible to repair or reinstate
- (2) **Costs and Expenses** incurred in clearing and cleaning drains gutters sewers drain inspection covers and similar underground service areas for which **You** are responsible in consequence of any peril insured by this Section

Provided that the liability of the **Insurers** hereunder shall not exceed £5000 in any one **Period of Insurance**

#### Public Authorities

The cover under this Section for **Buildings** and **Contents** extends to include additional costs of rebuilding or reinstatement of lost destroyed or damaged **Property** which **You** incur solely to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye Laws of any Public Authority excluding

- (1) any such costs where the Item is not subject to the Reinstatement Basis of Payment (Special Condition (1))
- (2) the cost incurred in complying with any of the aforesaid Regulations or Bye Laws
  - (a) in respect of **Damage** occurring before this cover was granted
  - (b) in respect of **Damage** not insured by this Section
  - (c) under which notice was served upon **You** before the date of **Damage**
  - (d) in respect of undamaged **Property** or undamaged portions of **Property** forming any part of the **Property** sustaining **Damage** except for undamaged foundations (unless foundations are specifically excluded from cover by **Endorsement** to this **Policy**)
- (3) the additional cost exceeding that which would have been required to make good **Property** which sustained **Damage** to a condition equal to its condition when new had it not been necessary to comply with any one of the above Regulations or Bye Laws
- (4) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Property** or by its owner in order to comply with any of the

This Section applies only if stated as **INSURED** in the **Policy Schedule**

above Regulations or Bye Laws

Provided that

- (a) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the date of the **Damage** or within such further time as the **Insurers** may allow (during the said 12 months) and may be carried out upon another site (if Regulations or Bye Laws so require) subject to the **Insurers'** liability not being increased by this additional cover
- (b) if apart from this additional cover the **Insurers'** liability for **Property** is reduced by the application of any terms and conditions of this **Policy** then the **Insurers'** liability in respect of any such costs will be reduced in like proportion
- (c) the total amount payable for **Property** will not exceed the Sum Insured for it stated in the **Schedule** applicable to this Section

### Temporary Removal

**Property** whilst temporarily removed for cleaning renovation repair or similar purposes to **Premises You** do not occupy and whilst in transit to and from such **Premises** excluding

- (1) **Property** lost destroyed or damaged by theft whilst in transit
- (2) losses occurring outside the **Geographical Limits**
- (3) motor vehicles licensed for road use and not at the **Premises**
- (4) any **Property** comprising **Stock**

The amount payable for **Property** will not exceed the lesser of

- (a) the amount which would have been payable had the loss occurred in that part of the **Premises** from which the **Property** is temporarily removed or
- (b) 10% of the Sum Insured for the relevant **Property**

### Temporary Removal of Documents

The cover under this Section for **Contents** extends to include deeds and other documents (and stamps affixed to them) manuscripts plans designs and **Business** books (written and printed) for an amount not exceeding 10% of the Sum Insured for **Contents** stated in the **Schedule** applicable to this Section whilst temporarily removed to any **Premises You** do not occupy and whilst in transit to and from such **Premises** excluding

- (1) computer systems records
- (2) **Property** lost destroyed or damaged by theft whilst in transit
- (3) losses occurring outside the **Geographical Limits**

### Temporary Removal of Computer Systems Records

The cover under this Section for **Contents** extends to include

computer systems records whilst temporarily removed to any **Premises You** do not occupy and whilst in transit to and from such **Premises** for an amount not exceeding £500 for any one claim excluding

- (1) **Property** lost destroyed or damaged by theft whilst in transit
- (2) losses occurring outside the **Geographical Limits**

### Capital Additions

The cover under this Section includes

- (1) any newly erected or acquired **Buildings** and **Contents**
- (2) alterations additions and improvements to **Buildings** and **Contents** (but not for any appreciation in value)

anywhere within the **Geographical Limits**

Provided that

- (a) at any one location this cover does not exceed 10% of the total of the Sums Insured on **Buildings** and **Contents** shown in the **Schedule** applicable to this Section or £100,000 whichever is less
- (b) **You** undertake to give particulars when this cover is required as soon as practicable and in any event at intervals of not more than six months and undertake to pay such additional premium as the **Insurers** will require for insurance dating back to the date when the **Insurers'** liability began

### Contracting Purchasers

If at the time of loss or destruction of or **Damage to Property You** have contracted to sell **Your** interest in any **Buildings** covered by this Section and the purchase is not completed but will be completed at a later date the purchaser will on completion of the purchase (in so far as the **Property** is not insured elsewhere against such **Damage** by or on his behalf) be entitled to benefit under this Section until completion of the purchase without affecting **Your** rights and liabilities under this Section or those of the **Insurers**

### Contract Price

If following loss or destruction of or **Damage to Stock** which is

- (1) sold but not delivered and
- (2) subject to a sale contract

**Your** sale is cancelled

- (a) entirely or
- (b) only to the extent of the **Damage**

due to the sale contract conditions being applied the **Insurers'** liability will be based on the contract price

For the purpose of this cover the value of all **Stock** to which this

## Section 1 - BUILDINGS AND CONTENTS

This Section applies only if stated as **INSURED** in the **Policy Schedule**

cover applies in the event of **Damage** will also be calculated on this basis

### Replacement of Locks

The cost of replacement of locks following theft of keys to the **Premises**

- (1) following a hold up accompanied by violence or threat of violence whilst such keys are in **Your** personal custody or that of any of **Your** directors partners or authorised **Employees**
- (2) involving entry to or exit from the **Premises** by forcible and violent means
- (3) involving entry to or exit from **Your** residence or that of any of **Your** directors partners or authorised **Employees** by forcible and violent means

Provided that the **Insurers** liability for this cover will not exceed £500 during any one **Period of Insurance**

### Cost of Metered Water or Oil

The insurance by this Section extends to include additional metered water charges incurred by **You** and for which **You** are responsible as a result of **Damage** to the water installation at the **Premises**.

Provided that:

- (1) The amount payable shall be ascertained by comparing the charge made by the water authority on their account for the period during which the loss of metered water occurred with the charges for the previous period adjusted for any relevant factors affecting **Your** normal consumption of water during the periods concerned
- (2) **Damage** in respect of any Building which is unoccupied is excluded
- (3) **Insurers** maximum liability under this extension shall not exceed £10,000 in the aggregate during any one **Period of Insurance**
- (4) **You** shall take all practical steps to remedy the **Damage** to the installation as soon as it is discovered

### Extinguishers

**Insurers** will pay the reasonable costs **You** incur for refilling fire extinguishing appliances and replacing used sprinkler heads but excluding

- (1) costs other than as a direct result of **Damage** caused by an insured Peril
- (2) any amount in excess of £10,000

### Other Interests

**Insurers** will automatically cover the interests of any third parties **You** are required to include in this insurance in consequence of any mortgage, hiring, leasing or similar agreement. Provided that **You** shall advise **Insurers** of the name of any interested party and the nature and extent of their interest in the event of **Damage**

## Section 2 - BUSINESS INTERRUPTION

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### INSURING CLAUSE

If any building or other property used by **You** at the **Premises** for the purpose of **Your Business**

- (1) suffers **Damage** caused by any Peril for which the **Insurers** are liable under Section 1 during the **Period of Insurance** and
- (2) in consequence **Your Business** as carried on by **You** at the **Premises** suffers **Business** Interruption as defined below

the **Insurers** will indemnify **You** for

- (a) loss resulting in **Business** Interruption
- (b) reasonable charges payable by **You** to **Your** professional accountants for producing any particulars or details or any other proof information or evidence that may be required by the **Insurers** under the terms of General Condition (1) of this **Policy** but not for preparing any claim

Provided that at the time of **Damage** giving rise to **Business** Interruption **Your** interest in the property at the **Premises** is insured against such **Damage** and

- (i) payment has been made or liability admitted for it by the **Insurers** of property or
- (ii) payment would have been made or liability admitted but for the operation of a **Deductible** or other proviso excluding liability for losses below a specified amount

### DEFINITIONS TO THE BUSINESS INTERRUPTION SECTION

NB For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

#### Business Interruption

Means interruption of or interference with **Your Business** as carried on by **You** at the **Premises** in consequence of **Damage** for which the **Insurers** are liable under Section 1.

#### Estimated Gross Profit

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

#### Estimated Gross Rentals

means amount declared by **You** to the **Insurers** as representing not less than the Gross Rentals which it is anticipated will be earned by **Your Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately

increased multiple thereof where the Maximum Indemnity period exceeds 12 months)

#### Estimated Gross Revenue

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

#### Gross Profit

Means amount by which

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

**NB** the amounts of the opening and closing stock and work in progress shall be arrived at in accordance with **Your** normal accountancy methods due provision being made for depreciation

#### Gross Rentals

Means **Money** paid or payable to **You** for tenancies and other charges and for services rendered in the course of **Your Business** at the **Premises**

#### Gross Revenue

means **Money** paid or payable to **You** for work done and services rendered in the course of **Your Business** at the **Premises**

#### Indemnity Period

means period beginning with the occurrence of the **Damage** and ending not later than the Maximum Indemnity Period (stated in the **Schedule** applicable to this Section) thereafter during which the results of the **Business** shall be affected in consequence thereof

#### Peril(s)

means any of the perils shown in the **Schedule** applicable to this Section and defined in the Buildings and Contents Section of this **Policy**

#### Turnover

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

## Section 2 - BUSINESS INTERRUPTION

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### **Uninsured Working Expenses**

means purchases less discounts received bad debts carriage packing and freight

**NB** the words and expressions used in this definition shall have the meaning usually attached to them in **Your** books and accounts

### **Annual Gross Rentals\***

means Gross Rentals during the 12 months immediately before the date of the **Damage**

### **Annual Gross Revenue\***

means Gross Revenue during the 12 months immediately before the date of the **Damage**

### **Annual Gross Turnover\***

means Turnover during the 12 months immediately before the date of the **Damage**

### **Rate of Gross Profit\***

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

### **Standard Gross Rentals\***

means Gross Rentals during that period in the 12 months immediately before the date of the **Damage** which corresponds with the Indemnity Period

### **Standard Gross Revenue\***

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

### **Standard Turnover\***

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

*\*to which such adjustments shall be made as may be necessary to provide for the trend of **Your Business** and for variations in or other circumstances affecting **Your Business** either before or after the **Damage** or which would have affected **Your Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practical the results which but for the **Damage** would have been obtained during the relative period after the **Damage***

### **BASIS OF PAYMENT**

#### **(1) Applicable to each Item on Gross Profit stated in the Schedule applicable to this Section**

The insurance under each Item on Gross Profit 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 thereunder shall be

- (i) 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 fall short of the Standard Turnover in consequence of the **Damage**
- (ii) in respect of Increase in Cost of Working the additional expenditure 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 **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 **Your Business** payable out of Gross Profit as may cease or be reduced in consequence of the **Damage**

#### **(2) Applicable to each Item on Gross Revenue stated in the Schedule applicable to this Section**

The insurance under each Item on Gross Revenue is limited to

- (a) loss of Gross Revenue and
- (b) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be

- (i) in respect of loss of Gross Revenue the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the **Damage**
- (ii) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the **Damage** but not exceeding the amount of reduction in Gross Revenue thereby avoided



## Section 2 - BUSINESS INTERRUPTION

This Section applies only if stated as **INSURED** in the **Policy Schedule**

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

### (3) Applicable to each Item on Gross Rentals stated in the Schedule applicable to this Section

The Insurance under each Item on Gross Rentals is limited to

- (a) loss of Gross Rentals and
- (b) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be

- (i) in respect of loss of Gross Rentals the amount by which the Gross Rentals during the Indemnity Period shall fall short of the Standard Gross Rentals in consequence of the **Damage**
- (ii) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Rentals which but for that expenditure would have taken place during the Indemnity Period in consequence of the **Damage** but not exceeding the amount of the reduction in Gross Rentals thereby avoided

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

### (4) Applicable to each Item on Increased Cost of Working stated in the Schedule applicable to this Section

The insurance under each Item on Increased Cost of Working is limited to Increase in Cost of Working and the amount payable as indemnity thereunder shall be the additional expenditure necessarily and reasonably incurred by the **Insured** in consequence of **Damage** in order to prevent or minimise interruption of or interference with **Your Business** during the Indemnity Period provided that the **Insurers** shall not be liable for more than 50% of the Sum Insured during the first 3 months of the Indemnity Period and the balance in equal proportions thereafter

#### PROVISIONAL PREMIUM BASIS CONDITION

This Condition applies only if Provisional Premium Basis (PPB) is stated in each Item for either Gross Profit Gross Revenue or Gross Rentals

- (1) The premium for this Item is provisional being 75% of the

premium calculated for this Item at the commencement of the **Period of Insurance**

- (2) The balance of 25% of the premium calculated for this Item is payable within 6 months of the expiry of each **Period of Insurance** unless a declaration is received by the **Insurers** in accordance with (3) below
- (3) The premium will be adjusted on receipt by the **Insurers** of a declaration confirmed by **Your** professional accountants of Gross Profit Gross Revenue or Gross Rentals earned during the financial year most nearly concurrent with the expired **Period of Insurance**
- (4) If any **Damage** has occurred giving rise to a claim under this Section for loss of Gross Profit Gross Revenue or Gross Rentals the declaration referred to in (3) above will be increased by the **Insurers** for the purpose of premium adjustment by the amount by which the Gross Profit Gross Revenue and Gross Rentals was reduced during the financial year solely in consequence of the **Damage**
- (5) If the declaration (adjusted as provided for in (3) above and proportionately increased where the Indemnity Period exceeds 12 months) is
  - (a) less than 75% of the Sum Insured stated for Gross Profit Gross Revenue or Gross Rentals in the **Schedule** applicable to this Section for the relative **Period of Insurance** the **Insurers** will allow a pro rata return of premium not exceeding 33.3% of the provisional premium
  - (b) more than 75% of the Sum Insured stated for Gross Profit Gross Revenue or Gross Rentals in the **Schedule** applicable to this Section for the relative **Period of Insurance** **You** will pay a pro rata additional premium not exceeding 33.3% of the provisional premium
- (6) The Declaration Linked Basis Condition under this Section will not apply where the Provisional Premium Basis Condition applies

#### DECLARATION LINKED BASIS CONDITION

This Condition applies only if **Estimated Gross Profit** or **Estimated Gross Revenue** or **Estimated Gross Rentals** is stated in each Item for either Gross Profit Gross Revenue or Gross Rentals

- (1) The Basis of Payment will be as for Gross Profit Gross Revenue or Gross Rentals but the liability of the **Insurers** will in no case exceed 133.33% of the amount stated for **Estimated Gross Profit** **Estimated Gross Revenue** or **Estimated Gross Rentals** in the **Schedule** applicable to this Section

## Section 2 - BUSINESS INTERRUPTION

This Section applies only if stated as **INSURED** in the **Policy Schedule**

In the absence of written notice from the **Insurers** to the contrary the **Insurers'** liability under this Section will not be reduced by the amount of any loss and **You** will undertake to pay the appropriate additional premium for such automatic reinstatement of cover

- (2) The premium is provisional and is based on an **Estimated Gross Profit** Estimated Gross Revenue or Estimated Gross Rentals figure for the financial year most nearly concurrent with the **Period of Insurance** stated in this **Policy**

**You** must send to the **Insurers** not later than six months after the expiry of each **Period of Insurance** a declaration confirmed by **Your** professional accountants of the Gross Profit Gross Revenue or Gross Rentals earned during the financial year most nearly concurrent with the expired **Period of Insurance**

- (3) If any **Damage** has occurred giving rise to a claim under this Section for loss of Gross Profit Gross Revenue or Gross Rentals the declaration of the Gross Profit Gross Revenue or Gross Rentals earned will be increased by the **Insurers** for the purpose of adjusting the premium by the amount by which the Gross Profit Gross Revenue or Gross Rentals was reduced during the financial year solely due to **Damage** giving rise to the claim

If the declaration (adjusted as provided above and proportionately increased where the Indemnity Period exceeds 12 months) is

- (a) less than the **Estimated Gross Profit** Estimated Gross Revenue or Estimated Gross Rentals for the related **Period of Insurance** the **Insurers** will allow a pro rata return of premium calculated under the terms of (2) above but not exceeding 50% of such Premium
- (b) more than the **Estimated Gross Profit** Estimated Gross Revenue or Estimated Gross Rentals for the **Period of Insurance** **You** will pay a pro rata addition to the premium calculated under the terms of (2) above

- (4) Before each renewal of this **Policy** **You** will send to the **Insurers** an **Estimated Gross Profit** Estimated Gross Revenue or Estimated Gross Rentals figure for the financial year most nearly concurrent with the **Period of Insurance** for which Premium is payable on renewal
- (5) The Provisional Premium Basis Condition under this Section will not apply where the Declaration Linked Basis Condition applies

### UNDERINSURANCE CONDITION

If any Sum Insured in respect of **Gross Profit Gross Revenue** or **Gross Rentals** not being subject to the Declaration Linked Basis

Condition as stated in the **Schedule** applicable to this Section is less than the Annual **Gross Profit** Annual **Gross Revenue** or Annual **Gross Rental** (or such multiple thereof that the Maximum Indemnity Period compares to 12 months if the Indemnity Period is longer) the amount payable for **Gross Profit Gross Revenue** or **Gross Rentals** will be proportionately reduced and **You** will be considered as **Your** own insurer for the difference

### EXCLUSIONS TO THE BUSINESS INTERRUPTION SECTION

This Section does not cover loss resulting from interruption of or interference with **Your Business**

- (1) arising from deliberate falsification of any records used for **Your Business**
- (2) due to any **Damage** excluded by Exclusions 2 14 to the Buildings & Contents Section of this **Policy** all of which are incorporated into and must be read as applying to this Section
- (3) due to any cost incurred in the cleaning repair replacement recall or checking of any property or in making any refund
- (4) arising directly or indirectly from
- (a) erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked out workers persons taking part in labour disturbances or civil commotions or malicious persons
- (b) other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from a Peril shown in the **Schedule** applicable to this Section in so far as it is not otherwise excluded
- (c) accidental breakdown of computer or data processing equipment
- (5) caused by or consisting of the bursting of any vessel machine or apparatus ( not being a boiler or economiser on the **Premises** or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to **You** or under **Your** control but this will not exclude subsequent loss which itself results from a cause not excluded elsewhere in this Section or **Policy**

### SPECIAL CONDITIONS TO THE BUSINESS INTERRUPTION SECTION

- (1) If any standing charges of **Your Business** are not insured by this Section (having been deducted in arriving at the Gross Profit) then in computing the amount recoverable hereunder

## Section 2 - BUSINESS INTERRUPTION

This Section applies only if stated as **INSURED** in the **Policy Schedule**

as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges

- (2) If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the **Premises** for the benefit of **Your Business** either by **You** or by others on **Your** behalf the **Money** paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover Gross Revenue or Gross Rentals during the Indemnity Period
- (3) **You** will be entitled to receive interim payments as agreed between **You** and the **Insurers** in advance of final settlement of any claim agreed under this Section
- (4) If **Your Business** is conducted in departments and the independent trading results of each can be traced the cover provided by this Section will apply separately to each department of **Your Business** affected in consequence of **Damage** by an insured Peril
- (5) To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms relating to this Section will be exclusive of such tax

### OPTIONAL EXTENSIONS TO THE BUSINESS INTERRUPTION SECTION

The following Extensions are optional and apply only if shown in the **Schedule** applicable to this Section

#### (1) Prevention of Access

Interruption of or interference with **Your Business** in consequence of **Damage** as insured by this Section shall include loss resulting from **Damage** to property in the vicinity of the **Premises** which shall prevent the use of the **Premises** or access thereto whether the property of the **Insured** at the **Premises** shall be damaged or not

#### (2) Public Supply Undertaking

Interruption of or interference with **Your Business** in consequence of **Damage** as insured by this Section shall include loss resulting from **Damage** 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

from which **You** obtain electricity gas or water all in the **Geographical Limits**

#### (3) Property Stored

Interruption of or interference with **Your Business** in consequence of **Damage** as insured by this Section shall include loss resulting from **Damage** to property of the **Insured** whilst stored at the **Premises** stated in the **Schedule** applicable to this Section

#### (4) Suppliers or Customers

Interruption of or interference with **Your Business** in consequence of **Damage** as insured by this Section shall include loss resulting from **Damage** at the **Premises** of any direct supplier or customer stated in the **Schedule** applicable to this Section provided that the term suppliers or customers means those companies organisations or individuals with whom at the time of the **Damage** **You** had direct contracts or trading relationships to receive or supply goods or services

The liability of the **Insurers** in respect of

- (1) Optional Extensions (1) and (2) shall not exceed in respect of any one occurrence the Sum Insured for each Item stated in the **Schedule** applicable to this Section or £100,000 whichever is the lesser
- (2) Optional Extensions (3) and (4) shall not exceed in respect of any one occurrence
  - (a) the percentage of the total sum insured or
  - (b) the amount shown as the Limit of Liability stated in the **Schedule** applicable to this Section

## Section 3 - RENTAL INCOME

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### INSURING CLAUSE

In the event of **Damage** for which the **Insurers** are liable under Section 1 of this **Policy** during the **Period of Insurance** the **Insurers** will indemnify **You** against loss of **Gross Rentals** and additional expenditure to the extent described in the Basis of Payment hereunder up to the Limit of Liability.

### DEFINITIONS TO THIS SECTION

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.

### Estimated Gross Rentals

Amount declared by **You** to the **Insurers** as representing not less than the **Gross Rentals** which it is anticipated will be earned by **Your Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the Maximum **Indemnity Period** stated in the **Schedule** applicable to this Section exceeds 12 months).

### Gross Rentals

**Money** paid or payable to **You** for tenancies and other charges and for services rendered in the course of **Your Business** at the **Premises**.

### Indemnity Period

Period beginning with the occurrence of **Damage** and ending not later than the Maximum **Indemnity Period** stated in the **Schedule** applicable to this Section thereafter during which the results of the **Business** shall be affected in consequence thereof.

### LIMIT OF LIABILITY

The **Insurers** liability under this Section will not exceed 200% of the Sum Insured for each item.

In total 200% of the Total Sum Insured.

Stated in the **Schedule** applicable to this Section.

Provided that if the Sum Insured for each item is less than the annual **Gross Rentals** at the inception of the **Period of Insurance** the amount payable for such item shall be proportionately reduced.

### BASIS OF PAYMENT

The amount payable shall be

(1) In respect of loss of **Gross Rentals**

the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of **Damage** fall short of the **Gross Rentals** which would have been received had the **Damage** not occurred.

(2) In respect of additional expenditure

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of **Damage** but not exceeding the amount of reduction in **Gross Rentals** thereby avoided.

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

### SPECIAL CONDITION TO THIS SECTION

If during the **Indemnity Period** the **Business** shall be conducted elsewhere than at the **Premises** the **Money** paid or payable to **You** for tenancies and other charges and for services rendered at such other **Premises** shall be brought into account in arriving at **Your Gross Rentals** during the **Indemnity Period**.

### IN ADDITION THE INSURERS WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

#### Denial of Access

Loss of **Gross Rentals** and additional expenditure as a result of **Damage** as insured by this Section to property in the vicinity of the **Premises** which prevents the use of the **Premises** or access there to whether the **Premises** or property of the **Insured** therein shall be damaged or not.

Provided that the liability in the **Insurers** in respect of each and every claim shall not exceed 200% of the sum insured for each item stated in respect of this Section in the **Schedule** or £100,000 whichever is the lesser.

#### Managing Agents Premises

The insurance by each item on **Gross Rentals** is extended to include loss as insured resulting solely from **Damage** by any of the Defined **Perils** stated as insured in the **Schedule** of Buildings or other property at any location in the United Kingdom owned or occupied by the **Insured's** managing agents for the purposes of their **Business** in consequence of which rent receivable by **You** is reduced.

Provided that the liability in the **Insurers** in respect of each and every claim shall not exceed 200% of the sum insured for

## Section 3 - RENTAL INCOME

This Section applies only if stated as **INSURED** in the **Policy Schedule**

each item stated in respect of this Section in the **Schedule** or £100,000 whichever is the lesser.

### Loss of Investment Income on Late Payment of Rent

If as a result of **Damage** the **Insurers** are paying indemnity in respect of loss of **Gross Rentals** and the payment by the **Insurers** to **You** is made later than the date upon which **You** would normally have expected to receive the Rent from a lessee the **Insurers** will pay a further sum representing the investment interest lost to **You** during the delay period subject to the **Insured** being responsible for the first £500 of each and every claim.

Provided that the liability in the **Insurers** in respect of each and every claim shall not exceed 200% of the sum insured for each item stated in respect of this Section in the **Schedule** or £100,000 whichever is the lesser.

### Rent of Residential Buildings

In the event that Buildings occupied solely or at least 80% for residential purposes suffer **Damage** and no Sum Insured on **Gross Rentals** for the residential portions has been allocated then this **Policy** extends to include such loss of **Gross Rentals** including Costs of Re-letting and Additional Expenditure incurred during the **Indemnity Period**.

### For the purposes of this cover

Costs of Reletting shall mean the costs necessarily and reasonably incurred in re-letting the Buildings (including legal fees in connection with the re-letting).

Additional Expenditure shall mean the expenditure (other than recoverable as Costs of Re-letting) necessarily and reasonably incurred solely to avoid or diminish the loss of **Gross Rentals**.

Any underinsurance condition applying to this Section is deleted.

The **Insurers** will also indemnify the **Insured** in respect of any expenditure incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease.

The **Insurers** liability shall not exceed 20% of the Sum Insured applicable to the residential Building or residential portion of the Building concerned.

### Unlawful Occupation

Loss of **Gross Rentals** in consequence of access to or use of the **Premises** being hindered or prevented due to the **Premises** or property in the vicinity of the **Premises** or any rights of way being

- (1) occupied by terrorists or persons thought to be terrorists.
- (2) unlawfully occupied by third parties except in the course of a dispute between any employer and **Employee** or group or workers.

Thought to contain or actually containing a harmful device provided that the police are immediately informed.

### It is understood that the Insurers shall not be liable for:

- (a) loss arising from any cause within **Your** control.
- (b) loss as a result of physical loss or destruction of or **Damage** to property.
- (c) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear or tear.
- (d) any incident involving prevention or hindrance of access to or use of the **Premises** for less than 12 hours duration.

Provided that the liability of the **Insurers** shall not exceed £10,000 in any one **Period of Insurance**.

### Professional charges

The reasonable charges payable by the **Insured** to their professional accountants/auditors for producing any particulars or details or any other proofs information or evidence as may be required under General Condition (1) and reporting that such particulars or details are in accordance with the **Insured's** books of account or other **Business** books or documents provided that the sum of the amount otherwise payable under this Section shall in no case exceed the Limit of Liability herein.

### Automatic Reinstatement of Sum Insured

In the event of **Damage** the sums Insured by this Section will be automatically reinstated from the date of the **Damage** unless written notice is given to the contrary either by the **Insurers** or by **You** provided always that in the event of reinstatement **You** will pay any such additional premium as may be requested for such reinstatement from that date.

## Section 4 - BOOK DEBTS

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### INSURING CLAUSE

In the event of

- (1) **Your** books of account or other books or records used for **Your Business** at the **Premises** sustaining **Damage** caused by any peril as insured by Section 1 of this **Policy** during the **Period of Insurance** and
- (2) **Your** being as a result unable to trace or establish the **Outstanding Debit Balances** in whole or in part due to **You**

the **Insurers** will pay to **You** the amount lost resulting from such **Damage** limited to the loss sustained by **You** in respect of **Outstanding Debit Balances** directly caused by the **Damage** but not exceeding for any occurrence of **Damage**

- (a) the amount of the **Outstanding Debit Balances** which cannot be traced
- (b) additional expenditure incurred with the **Insurers'** previous consent in tracing and establishing **Outstanding Debit Balances** after **Damage** has occurred
- (c) reasonable charges payable by **You** to **Your** professional accountants for producing the information required by the **Insurers** under General Condition (1) of this **Policy** and reporting that such particulars or details are in accordance with **Your** books of account or other records used for **Your Business**

### DEFINITIONS TO THE BOOK DEBTS SECTION

#### Outstanding Debit Balances

means the total of outstanding Customers' Accounts last recorded by **You** in accordance with Special Condition (2) of this Section before **Damage** occurred and adjusted for

- (1) bad debts
- (2) amounts
  - (a) debited (or invoiced but not debited)
  - (b) credited (including credit notes and cash not passed through **Your** books at the time of **Damage**) to Customers' Accounts in the period between the date to which the last record (kept by **You** in accordance with Special Condition (2) of this Section) relates and the date of **Damage**
- (3) any abnormal condition of trade which had or could have had a material effect on **Your Business**

so that the adjusted figures will represent as nearly as reasonably practicable those which would have existed at the date of the

**Damage** had the **Damage** not occurred

#### Customers' Accounts

means all the credit accounts of **Your Business**

### BASIS OF PAYMENT

The **Insurers'** liability under this Section for any one claim or in total during any **Period of Insurance** will not exceed the Sum Insured stated in the **Schedule** applicable to this Section

### UNDERINSURANCE CONDITION

If the Sum Insured stated in the **Schedule** applicable to this Section is less than the **Outstanding Debit Balances** at the time of **Damage** the amount payable will be proportionately reduced and **You** will be considered **Your** own insurer for the difference

### EXCLUSIONS TO THE BOOK DEBTS SECTION

This Section does not cover loss resulting from

- (1) any **Damage** excluded by Exclusions 2 - 14 of Section 1 of this **Policy** all of which are incorporated into and must be read as applying to this Section unless such loss is specifically insured under this Section
- (2) erasure or distortion of information on computer systems or other records
  - (a) due to the presence of magnetic flux
  - (b) whilst mounted in or on any machine or data processing apparatus unless caused by loss or destruction of or **Damage** to the said machine or apparatus
  - (c) due to defects in such records
- (3) deliberate falsification of any records used for **Your Business**
- (4) the deliberate act of any public supply undertaking to restrict or withhold electricity water or gas supply

### SPECIAL CONDITIONS TO THE BOOK DEBTS SECTION

#### (1) Fire resisting safes

If there are fire resisting safes or cabinets at the **Premises** **Your** books or records used for **Your Business** in which Customers' Accounts are shown must be kept in such safes or cabinets when not in use

#### (2) Record of Outstanding Customers' Accounts

**You** must calculate the total of outstanding Customers' Accounts every month and keep a record of each month's total (including back up copies of computer data) in a place other than at the **Premises**

## Section 5 - ALL RISKS ON SPECIFIED ITEMS

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### INSURING CLAUSE

If any **Specified Item** is lost destroyed or damaged by any accidental cause

- (1) during the **Period of Insurance**
- (2) at the **Premises** or within the **Geographical Limits** stated in the **Schedule** applicable to this Section

the **Insurers** will indemnify **You** for such **Damage** by payment reinstatement replacement or repair at their option

### DEFINITION TO THE ALL RISKS ON SPECIFIED ITEMS SECTION

#### Specified Item

means the property described and for which a Sum Insured is stated in the **Schedule** applicable to this Section

#### BASIS OF PAYMENT

The **Insurers'** liability under this Section will not exceed

- (1) the Sum Insured for each Item
- (2) in total the Total Sum Insured stated in the **Schedule** applicable to this Section

#### UNDERINSURANCE CONDITION

Unless Special Condition (1) of this Section applies if at the time of **Damage** the value of one **Specified Item** or the total value of all Specified Items for which one Sum Insured is shown exceeds that Sum Insured **You** will be **Your** own insurer for the difference and will bear a rateable share of the loss accordingly

#### EXCLUSIONS TO THE ALL RISKS ON SPECIFIED ITEMS SECTION

This Section does not cover

- (1) the amount stated in the **Schedule** applicable to this Section as the **Deductible**
- (2) **Damage** to
  - (a) **Valuables** coins manuscripts rare books plans patterns models moulds designs or documents of title
  - (b) tobacco goods wines spirits or livestock
  - (c) **Money** or securities for **Money** gaming machines juke boxes vending or beverage machines
  - (d) production machinery requiring statutory inspection
  - (e) stock
  - (f) mainframe computers or data processing equipment
  - (g) glass
 unless described as a **Specified Item** in the **Schedule** applicable to this Section
- (3) **Damage** caused by
  - (a) mechanical or electrical breakdown or derangement or its own overrunning short circuiting or self heating
  - (b) corrosion rust wet or dry rot shrinkage evaporation contamination loss of weight dampness marring scratching vermin or insects

- (c) depreciation
  - (d) change in temperature colour flavour texture or finish
  - (e) any process of cleaning dyeing repairing restoring alteration or adjusting
  - (f) atmospheric or climatic conditions or action of light
  - (g) inherent vice latent defect gradual deterioration wear and tear frost its own faulty or defective design workmanship or materials
- (4) any unexplained loss shortage or disappearance
  - (5) loss or destruction of or **Damage** to property contained in any unattended vehicle
  - (6) any property which at the time of **Damage** is insured by a more specific insurance

### SPECIAL CONDITIONS TO THE ALL RISKS ON SPECIFIED ITEMS SECTION

#### (1) Reinstatement Basis of Payment

In the event of **Damage** to any **Specified Item** the basis upon which the amount payable under each of the said Items is to be calculated shall be the reinstatement of the property subject to **Damage**

For the purpose of this Section reinstatement shall mean

- (a) where the property is lost or destroyed its replacement by similar property to a condition equivalent to but not better or more extensive than its condition when new
- (b) where property is damaged the repair of the **Damage** and the restoration of that portion of the property to a condition substantially the same as but not better or more extensive than its condition when new

Provided that

- (i) when any property is damaged or destroyed in part only the liability of the **Insurers** shall be limited to the sum representing the cost which the **Insurers** could have been called upon to pay for reinstatement if such property had been wholly destroyed
- (ii) if the cost of reinstating the whole of the property covered by an Item to which this Condition applies exceeds its Sum Insured at the commencement of **Damage** the amount payable by the **Insurers** will not exceed that proportion of the amount of such **Damage** which the said Sum Insured compares to the total cost of reinstating the whole of such property at that time

#### (2) Index Linking

This Condition only applies when Index Linking is stated against any Item in the **Schedule** applicable to this Section The Sum Insured on any Item will be increased by a percentage determined by the **Insurers** and such revised Sum Insured in the absence of advice from **You** to the contrary will be deemed to apply for the ensuing **Period of Insurance**

## Section 6 - GLASS

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### INSURING CLAUSE

In the event of **Damage** to the property described in (1) below during the **Period of Insurance** at the **Premises** the **Insurers** will

- (1) at their option reinstate **Your Glass** Sanitaryware neon signs or light boxes or pay to **You** the cost of reinstatement
- (2) pay any reasonable temporary boarding up costs pending reinstatement
- (3) pay the cost of repairing or reinstating
  - (a) window frames or window contents
  - (b) alarm foil lettering painting silvering or other ornamental work forming part of and attached to **Glass** insured by this Section

### DEFINITIONS TO THE GLASS SECTION

#### Glass

means fixed plain plate or sheet **Glass** of ordinary glazing quality lettering thereon wired **Glass** and mirrors

#### Sanitaryware

means lavatory pans wash basins cisterns and other sanitaryware for which the **Insured** is responsible

### BASIS OF PAYMENT

The **Insurers'** liability will not exceed for each Item the Sum Insured stated in the **Schedule** applicable to this Section

The liability of the **Insurers** in respect of **Damage**

- (1) to alarm foil lettering painting silvering or other ornamental work shall not exceed £500
- (2) to window frames and window contents shall not exceed £500
- (3) requiring temporary boarding up shall be the reasonable cost incurred by **You**

### UNDERINSURANCE CONDITION

If at any time of replacement reinstatement or repair the Sum Insured for any Item stated in the **Schedule** applicable to this Section is less than the full cost of replacement reinstatement or repair if total **Damage** of all property insured by that Item had occurred **You** will be considered to be **Your** own insurer for the difference and will bear a rateable of the loss accordingly

### EXCLUSIONS TO THE GLASS SECTION

This Section does not cover

- (1) the amount stated in the **Schedule** applicable to this Section as the **Deductible**
- (2) **Damage** to **Glass** other than fracture extending through its entire thickness
- (3) **Damage** caused by fire lightning explosion earthquake or **Subsidence** or any resulting preventive or salvage operation
- (4) **Damage** occasioned whilst the **Premises** are empty or disused
- (5) **Damage** occasioned by or traceable to alterations to the **Premises** or to the **Glass** whereby the risk of **Damage** is increased
- (6) property that was cracked or broken when this Section was effected
- (7) **Damage** caused by or consisting of mechanical or electrical breakdown
- (8) **Damage** arising from chipping scratching wear and tear or any other gradually operating cause



## Section 7 - MONEY AND ASSAULT

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### MONEY INSURING CLAUSE

In the event of **Damage**

- (1) to **Money** belonging to **You** or for which **You** are responsible which is in transit in **Your** custody and control or that of **Your Authorised Representative** or with authorised collectors or sent by registered post or within
  - (a) the **Premises**
  - (b) **Your** private residence or that of any of **Your Employees** with **Your** consent
  - (c) a bank night safe awaiting removal by bank official
- (2) by theft or attempted theft of or to any safe or strongroom at the **Premises** or any case bag or waistcoat in which **Money** is contained or any stamp franking machine used for **Your Business**
- (3) to clothing and personal effects belonging to any of **Your** directors partners or **Employees** following theft or attempted theft of **Money** insured under this Section

during the **Period of Insurance** and within the **Geographical Limits** the **Insurers** will indemnify **You** at their option by payment repair or reinstatement

### DEFINITIONS TO THE MONEY SECTION

#### Authorised Representative

means any of **Your Employees** with **Your** consent or any person employed by a professional security company under contract with **You** to carry **Money** on **Your** behalf

#### Business Hours

means the usual hours of **Your Business** and all hours during which **You** or **Your** directors partners or **Employees** entrusted with **Money** are on the **Premises** for the purpose of **Your Business**

### BASIS OF PAYMENT

The liability of the **Insurers** will not exceed the Limits stated in the **Schedule** applicable to this Section

In respect of any safe or strongroom or any case bag waistcoat or stamp franking machine insured by this Section the liability of the **Insurers** will consist of the cost of repair or if beyond economic repair the cost of replacement but in either case to a condition substantially the same as but not better or more extensive than its condition when new

### EXCLUSIONS TO THE MONEY SECTION

This Section does not cover

- (1) the amount stated in the **Schedule** applicable to this Section as the **Deductible**
- (2) any loss of **Money** that is not discovered within 7 days of its occurrence
- (3) loss or destruction of or **Damage** to
  - (a) **Money** during transit by post (other than registered post)
  - (b) the contents of any machine operated by notes coins or tokens
- (4) any loss or shortage due to error or omission or any depreciation in value
- (5) any loss suffered by **You** as an immediate result of a **Business** transaction
- (6) loss of **Money** from any unattended vehicle
- (7) loss caused by the use of counterfeit **Money**
- (8) mysterious disappearance.

### SPECIAL CONDITIONS TO THE MONEY SECTION

- (1) **Money** in the care of collectors must be delivered to the **Premises** or to the bank or post office within 24 hours of receipt
- (2) All keys and/or notes of combination lock codes for safes and strongrooms containing **Money** (except those deposited with a bank) must be held in the personal custody of an authorised person and must not be left in the **Premises** at any time
- (3) **You** shall keep a complete record of **Money** in transit and on the **Premises** and such record shall be kept in a place other than with the **Money**

### WARRANTY TO THE MONEY SECTION

It is warranted that **Money** in transit (other than non negotiable **Money** defined in the **Schedule** applicable to this Section) is accompanied by able bodied **Employees** aged between 20 and 60 years in accordance with the following unless specified elsewhere by **Endorsement** to this **Policy**

Amount in Transit	Minimum Number of Employees
up to £3,000	One
£3,001 to £6,000	Two
£6,001 or over	as specially agreed by the <b>Insurers</b> and stated in the <b>Schedule</b> applicable to this Section

## Section 7 - MONEY AND ASSAULT

This Section applies only if stated as **INSURED** in the **Policy Schedule**

This warranty shall not apply to **Money** in transit by professional security company

### ASSAULT INSURING CLAUSE

If any Insured Person independently of any other cause suffers death **Permanent Disablement** or **Temporary Disablement** by violent external and visible means

- (1) caused by actual or attempted robbery or hold up
- (2) while engaged in duties connected with **Your Business**
- (3) within the **Geographical Limits**
- (4) during the **Period of Insurance**

the **Insurers** will pay the Benefits stated in the **Schedule** applicable to this Section provided that such death or disablement occurs within 24 months of the incident.

### DEFINITIONS TO ASSAULT

#### Insured Person

means any of **Your** directors partners or **Employees** under 70 years of age

#### Permanent Disablement

means

- (1) total loss of use or physical severance of a limb at or above the wrist or ankle
- (2) loss of an eye or total and irrecoverable loss of sight in one or both eyes or loss of speech or hearing
- (3) permanent and total disablement from engaging in or giving attention to a profession **Business** or occupation of any kind

#### Temporary Disablement

means disablement other than **Permanent Disablement** preventing the **Insured** Person from engaging in or giving attention to their usual **Business** profession or occupation

### EXCLUSION TO ASSAULT COVER

The **Insurers** will not be liable for death **Permanent Disablement** or **Temporary Disablement** caused by or arising entirely or partly from any physical condition defect or infirmity existing before the incident for which a claim is being made under this Section

### SPECIAL CONDITIONS TO ASSAULT COVER

- (1) The **Insurers** shall not be liable under more than one of Benefits 7(a) 7(b) or 7(c) stated in the **Schedule** applicable to this Section
- (2) Benefit in respect of Temporary Disablement
  - (a) will not be payable for more than 104 weeks in respect of disablement arising from any one incident
  - (b) will become payable when the total amount is agreed or at **Your** request in arrears at intervals of four weeks
- (3) The **Insured** Person will submit to a medical examination at the request and expense of the **Insurers**.

## Section 8 - GOODS IN TRANSIT

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### INSURING CLAUSE

If any **Goods in Transit** are lost destroyed or damaged by any accidental cause not excluded during the **Period of Insurance** and within the **Geographical Limits** the **Insurers** will indemnify **You** for such **Damage** by payment reinstatement replacement or repair at the **Insurers'** option

### DEFINITIONS TO THE GOODS IN TRANSIT SECTION

#### Goods in Transit

means Property Insured belonging to **You** or for which **You** are responsible whilst being

- (1) carried by method of transit described in the **Schedule** applicable to this Section
- (2) loaded upon or unloaded from any Vehicle described in the **Schedule** applicable to this Section
- (3) temporarily kept in warehousing during the course of transit for a period not exceeding 30 days

#### Property Insured

means tools and stock appertaining to the **Business**

#### Vehicle

means vehicle including any trailer attached thereto

### BASIS OF PAYMENT

The liability of the **Insurers** shall not exceed

- (1) the Consignment Limit in respect of any one transit by post or any one transit by road or rail haulier
  - (2) in respect of Property Insured in transit by Vehicles owned or operated by **You**
    - (a) the Consignment Limit in respect of any one Vehicle load
    - (b) the Aggregate Consignment Limit in respect of any one loss or series of losses arising out of a single event
- stated in the **Schedule** applicable to this Section

### UNDERINSURANCE CONDITION

If at the time of **Damage** the total value of **Goods in Transit** forming any one consignment exceeds the Consignment Limit for each Item stated in the **Schedule** applicable to this Section **You** will be considered as **Your** own insurer for the difference and will bear a rateable share of the loss accordingly

### EXCLUSIONS TO THE GOODS IN TRANSIT SECTION

This Section does not cover

- (1) the amount stated in the **Schedule** applicable to this Section

as the **Deductible**

- (2) **Damage** to Property Insured by theft from a Vehicle owned or operated by **You**
  - (a) after the completion of any working day of the driver
  - (b) whilst any such Vehicle is left unattended between 9pm and 6am

unless the Vehicle is kept in either

  - (i) a securely locked building of substantial construction
  - (ii) a locked compound surrounded by secure walls and fences
  - (iii) a constantly supervised vehicle compound or park
- (3)
  - (a) livestock or other living creatures
  - (b) explosives or any other goods of a dangerous nature
  - (c) **Money** securities documents manuscripts **Business** books computer systems records patterns models moulds plans and designs
  - (d) bullion precious metals precious stones or works of art

unless specifically mentioned as insured by this Section
- (4) loss of market loss of profits delay indirect loss or any consequential loss
- (5) property carried by or despatched by **You** for hire or reward
- (6) **Damage** to Property Insured arising as a result of packing which was inadequate to withstand normal handling during transit or from overloading of the Vehicle
- (7) **Damage** to Property Insured caused by or consisting of
  - (a) natural deterioration
  - (b) gradual deterioration insects mildew vermin wear and tear or inherent vice
  - (c) making up packing or processing of the Property Insured whilst temporarily housed in the course of transit
- (8) **Damage** to Property Insured caused by or consisting of
  - (a) contamination depreciation in value evaporation leakage spillage or shortage of weight
  - (b) electrical or mechanical breakdown failure or derangement

unless caused by fire theft collision or overturning of the conveying Vehicle
- (9) deterioration of Property Insured conveyed under frozen

## Section 8 - GOODS IN TRANSIT

This Section applies only if stated as **INSURED** in the **Policy Schedule**

chilled or insulated conditions due to

- (a) breakdown or malfunctioning of refrigerated and/or cooling machinery
- (b) insufficient insulation
- (c) incorrect setting or operation of the equipment
- (d) faulty stowage

unless caused by fire theft collision or overturning of the conveying Vehicle

- (10) **Damage** to china glass statuary marble plasterwork earthenware pictures or scientific instruments unless caused by fire theft collision or overturning of the conveying Vehicle
- (11) **Damage** to Property Insured more specifically insured.
- (12) Property Insured temporarily housed or stored at a rental or under a contract for storage and/or distribution
- (13) **Damage** to Property Insured in or on open Vehicles owned by or operated by **You** caused by atmospheric or climatic conditions or theft
- (14) any unexplained shortage or disappearance

### SPECIAL CONDITIONS TO THE GOODS IN TRANSIT SECTION

- (1) **You** must maintain in efficient condition any security protections stipulated by the **Insurers**
- (2) In so far as the Vehicles are within **Your** control **You** must exercise all reasonable care in
  - (a) selecting steady sober and competent drivers and attendants and
  - (b) reasonable monitoring of the performance of **Your** drivers and attendants
- (3) **You** shall not own or operate more Vehicles for the transit of the Property Insured than the number(s) stated in the **Schedule** applicable to this Section without the agreement of the **Insurers**

### IN ADDITION THE INSURERS WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

In respect of any Vehicle owned or operated by **You** this Section extends to include

- (1) **Costs and Expenses** reasonably incurred by **You** in
  - (a) the removal of debris and site clearance of Property Insured damaged whilst in transit from the immediate area of the site where the **Damage** occurred

- (b) reloading onto any Vehicle any Property Insured which has fallen from the Vehicle
- (c) transferring the Property Insured to any other Vehicle including conveying the Property Insured to the original destination or returning the Property Insured to the place of despatch following **Damage** to the Property Insured or fire collision or overturning of the conveying Vehicle
- (d) resecuring the Property Insured following a dangerous movement of the load in transit

for an amount not exceeding £500 any one event

- (2) **Damage** to tarpaulins ropes and sheets owned by **You** or for which **You** are legally responsible whilst carried on such Vehicle for an amount not exceeding £500 any one event
- (3) any Vehicle used temporarily in substitution of any Vehicle referred to in the **Schedule** applicable to this Section whilst such Vehicle is out of use for maintenance repair or official vehicle testing subject to the terms applicable to the original Vehicle

### WARRANTY TO THE GOODS IN TRANSIT SECTION

#### Vehicle security and maintenance

It is warranted that

- (1) all Vehicles owned or operated by **You** conveying the Property Insured are maintained in an efficient and roadworthy condition
- (2) whenever any Vehicle owned or operated by **You** containing the Property Insured is left unattended all doors and the boot are locked and windows and other openings are securely closed
- (3) all additional security or protective appliances specified as warranties in the **Schedule** applicable to this Section are put into full and effective operation whenever the Vehicle(s) is/are left unattended and neither withdrawn nor varied without the written consent of the **Insurers**

## Section 9 - EMPLOYERS' LIABILITY

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### INSURING CLAUSE

In the event of **Injury** to any **Employee** caused during the **Period of Insurance** and arising out of and in the course of their employment by **You** in connection with **Your Business** within the **Geographical Limits** the **Insurers** will indemnify **You** against all sums that **You** shall become legally liable to pay as compensation in respect of such **Injury** together with Costs & Expenses

### DEFINITIONS TO THE EMPLOYERS' LIABILITY SECTION

#### Offshore

means from the time of embarkation by an **Employee** onto a conveyance at the point of final departure to either an **Offshore** rig or **Offshore** platform until disembarkation by an **Employee** from a conveyance onto land upon return from either an **Offshore** rig or **Offshore** platform

#### Europe

means for the purpose of this Section all countries within the continent of Europe other than Albania Bulgaria the Czech and Slovak Republics Hungary Poland Romania Turkey or any countries or territories formerly part of either the USSR or Yugoslavia

### BASIS OF PAYMENT

The liability of the **Insurers** for compensation and **Costs and Expenses** will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section for any one claim or series of claims arising from one source or original cause

The **Insurers** may at any time pay to **You** or anyone else entitled to indemnity under this Section

- (1) the amount stated as the Limit of Indemnity in the **Schedule** applicable to this Section after deducting any sum or sums already paid as compensation and any **Costs and Expenses** paid by the **Insurers** or
- (2) any lesser amount for which any claim or claims can be settled

and upon such payment the **Insurers** will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for Costs and Expense incurred or which can be recovered in respect of action taken before the date of **Insurers'** payment under this Section

Any sum paid will be inclusive of all **Costs and Expenses** incurred and no further sums will be payable by the **Insurers**

### EXCLUSIONS TO THE EMPLOYERS' LIABILITY SECTION

There will be no indemnity under this Section for

#### (1) Work Offshore

**You** or anyone claiming indemnity under this Section in respect of liability arising **Offshore**

#### (2) Indemnity for directors partners and Employees

liability of any of **Your** directors partners or **Employees** for which **You** would not have been entitled to indemnity if the claim had been made against **You**

#### (3) Fines or Penalties

the payment of fines or penalties

#### (4) Mechanically propelled vehicles

**Injury** to any **Employee** whilst

- (a) carried in or upon
- (b) entering or getting on to or alighting from any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security

#### (5) Asbestos

liability arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or **Products** containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees**, in which case a sub- Limit of Indemnity of £5,000,000 shall apply. It is a condition precedent to the liability of the **Insurers** that the **Insured** do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or **Products** containing asbestos.

#### (6) Hazardous Locations

any claim arising in connection with any manual work on or in

- (a) docks harbours or railways
- (b) watercraft
- (c) chemical or petro chemical works oil or gas refineries or storage facilities
- (d) aircraft airports or airfields
- (e) power stations
- (f) nuclear power stations
- (g) any installations where nuclear processing is undertaken

## Section 9 - EMPLOYERS' LIABILITY

This Section applies only if stated as **INSURED** in the **Policy Schedule**

- (h) towers steeples chimney shafts blast furnaces viaducts  
bridges tunnels flyovers dams motorways quarries mines  
or collieries

### **SPECIAL CONDITION TO THE EMPLOYERS' LIABILITY SECTION**

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain Northern Ireland the Channel Islands or the Isle of Man but **You** shall repay to the **Insurers** all sums paid by the **Insurers** which the **Insurers** would not have been liable to pay but for the provisions of such law

### **IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS**

#### **Indemnity to Others**

- (1) If **You** so request
  - (a) any of **Your** directors partners or **Employees** in respect of liability for which **You** would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against **You**
  - (b) any officer or member of **Your** social sports and welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Where any contract or agreement entered into by **You** so requires any principal in like manner to **You** in respect of the principal's liability arising from the contract or agreement but only so far as concerns liability to an **Employee**

Provided that they observe the terms of this **Policy** as far as they can apply

#### **Contractual Liability**

Subject to Exclusion (3) of this Section where any contract or agreement entered into by **You** so requires liability assumed by **You** by virtue of such contract or agreement but only in so far as concerns liability to an **Employee**

#### **Cross Liabilities**

If the **Insured** comprises more than one party the **Insurers** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from some source or original cause

shall not exceed the Limit of Liability stated in the **Schedule** applicable to this Section

#### **Health and Safety at Work and Corporate Manslaughter Defence Costs**

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the **Insurers** will provide indemnity against **Costs and Expenses** incurred in representing **You** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **Period of Insurance** within the United Kingdom and in the course of **Your Business**

Provided that

- (a) the **Insurers** total liability in respect of **Costs and Expenses** shall not exceed £1,000,000 in the aggregate during any one **Period of Insurance**
- (b) the **Insurers** will only indemnify **You** where **Costs and Expenses** arise as a result of any matter which is the subject of indemnity under this **Policy**
- (c) the **Insurers** will only be liable for **Costs and Expenses** incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same **Costs and Expenses** the **Insurers** liability shall be limited to a proportionate amount of the total **Costs and Expenses** but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
  - (i) in respect of fines or penalties of any kind
  - (ii) to proceedings consequent upon any **Injury** deliberately caused by **You**
  - (iii) to persons other than **You** or any of **Your** directors partners proprietors or **Employees**

#### **Compensation for Court Attendance**

In the event of the following persons attending court at the

## Section 9 - EMPLOYERS' LIABILITY

This Section applies only if stated as **INSURED** in the **Policy Schedule**

request of the **Insurers** in connection with a claim under this Section the **Insurers** will compensate **You** at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- (1) by **You** or any of **Your** directors or partners  
£250 per day
- (2) by any of **Your Employees** £100 per day

### **Unsatisfied Court Judgements**

In the event of a judgement for damages being obtained against someone other than **You**

- (1) under the jurisdiction of a court in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man by any **Employee** or their representative
- (2) in respect of **Injury** arising out of and in the course of **Your Employee's** employment or engagement by **You**

which remains unsatisfied in whole or in part six months after the date of such judgement the **Insurers** will at **Your** request pay to **Your Employee** or representative the amount of any damages or awarded costs to the extent that they remain unsatisfied

### **Provided that**

- (a) there is no appeal outstanding
- (b) the judgement relates to **Injury** which would otherwise be covered under this Section
- (c) any payment made by the **Insurers** will be only in respect of liability for which **You** would have been entitled to indemnity under this Section had judgement been made against **You**
- (d) the **Insurers** are entitled to take over and prosecute for their own benefit any claim made against any other person and **You** and **Your Employee** or their representative must provide all information and assistance required by the **Insurers**

### **Geographical Limits**

The **Geographical Limits** shall extend to include elsewhere in the world for visits made in connection with the **Business** by **You** or any of **Your** directors partners or **Employees** in a non manual capacity provided that such persons usually reside within the **Geographical Limits**

## Section 10 - PUBLIC LIABILITY

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### INSURING CLAUSE

In the event of

- (1) accidental **Injury** to any person
- (2) accidental loss of or accidental **Damage** to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water

occurring during the **Period of Insurance** and arising in connection with

- (a) **Your Business**
- (b) the occupation of the **Premises**

within the **Geographical Limits** the **Insurers** will indemnify **You** in respect of **Your** liability at law for compensation together with **Costs and Expenses**

### BASIS OF PAYMENT

The liability of the **Insurers** will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section for any one claim or series of claims arising from one source or original cause

In addition the **Insurers** will pay **Costs and Expenses**

In respect of claims happening or where a claim is brought in North America all Costs and Expenses of the claimant and the Costs and Expenses (incurred by the Insurers or with the Insurers written consent) of any person entitled to indemnity are included within the Limit of Indemnity stated in the Schedule

### EXCLUSIONS TO THE PUBLIC LIABILITY SECTION

This Section does not cover

#### (1) Deductible

the amount stated in the **Schedule** applicable to this Section as the **Deductible** in respect of (2) of the Insuring Clause to this Section only

#### (2) Fines liquidated damages or penalties

liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages

#### (3) Injury to Employees

liability to any **Employee** for **Injury** arising out of and in the course of their employment by **You**

#### (4) Property in Your custody or control

physical loss of or **Damage** to

- (a) property belonging to **You** or in **Your** custody or under **Your** control or that of any **Employee** (other than property belonging to **Your** visitors directors partners or

#### Employees)

- (b) that part of any property on which **You** or any of **Your Employees** or agents are or have been working where the physical loss or **Damage** results from such work

#### (5) Deliberate acts

liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

#### (6) Contractual liability

liability which attaches itself solely by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this Section

#### (7) Advice and professional services

liability caused by or arising from

- (a) any advice design or specification given by **You** or on **Your** behalf for a fee
- (b) professional services rendered by **You** or on **Your** behalf

#### (8) North American occurrences

- (a) liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction
- (b) occurrences in respect of which legal action or litigation is brought in a court of law outside north America to enforce a judgement therein whether by way of reciprocal agreement or otherwise.

#### (9) Aircraft hovercraft and watercraft

liability caused by or arising from the ownership possession or use by **You** or on **Your** behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less)

#### (10) Mechanically propelled vehicles

liability caused by or arising from the ownership possession or use by or on behalf of **You** of any mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

#### (11) Products

liability caused by or arising from or in respect of **Products**

#### (12) Hazardous locations

any claim arising in connection with any manual work on or in



## Section 10 - PUBLIC LIABILITY

This Section applies only if stated as **INSURED** in the **Policy Schedule**

- (a) docks harbours or railways
- (b) watercraft or offshore gas or oil installations
- (c) chemical or petro chemical works oil or gas refineries or storage facilities
- (d) aircraft airports or airfields
- (e) power stations
- (f) nuclear power stations
- (g) any installations where nuclear processing is undertaken
- (h) towers steeples chimney shafts blast furnaces viaducts bridges tunnels flyovers dams motorways quarries mines or collieries

### (13) Cyber Liability

liability arising directly or indirectly out of

- (a) loss of alteration of or **Damage** to
- or
- (b) reduction in the functionality availability or operation of any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of **Your** E-activities

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by **You** or by any person persons partnership firm or company acting for **You** or on **Your** behalf

### (14) Asbestos

liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

### (15) Mildew Mould Spore(s) or Allergens

liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment,

detrification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or

any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

### (16) Component Building Material

liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

## SPECIAL CONDITIONS TO THE PUBLIC LIABILITY SECTION

### (1) HEAT CONDITIONS

It is a condition precedent to all liability of the **Insurers** under this Section that in respect of any use away from the **Premises** of oxy acetylene welding equipment or other plant the use of which involves the application of heat the following instructions in writing are given to all **Your** supervisory staff with a specific requirement that the stated information be complied with on each occasion

- (a) the area in which work is to be carried out must be adequately cleared of moveable combustible materials to a distance not less than 20 feet from the work
- (b) if work is to be carried out in an area where combustible materials cannot be moved such combustible materials must be covered and protected by over-lapping sheets or screens of non-combustible material
- (c) if work is to be carried out overhead the area beneath must be similarly cleared and combustible materials removed
- (d) suitable two gallon capacity fire extinguisher must be kept available for immediate use
- (e) blow lamps and blow torches must be lit in as short a time as possible before and extinguished immediately after use
- (f) neither lighted blow lamps nor blow torches may be left

## Section 10 - PUBLIC LIABILITY

This Section applies only if stated as **INSURED** in the **Policy Schedule**

unattended

- (g) a thorough examination must be made of the area in which work has been undertaken half an hour after each period of work has finished

### **IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS**

#### **Indemnity to Others**

- (1) If **You** so request
- (a) any of **Your** directors partners or **Employees** in respect of liability for which **You** would have been entitled to indemnity under this Section had the claim for which indemnity is being sought been made against **You**
- (b) any officer or member of **Your** social sports or welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Any principal in like manner to **You** where any contract or agreement entered into by **You** for the performance of work so requires in respect of the principal's liability arising from the performance of work by **You**

#### **Cross Liabilities**

If the **Insured** comprises more than one party the **Insurers** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the **Schedule** applicable to this Section

#### **Compensation for Court Attendance**

In the event of the following persons attending court at the request of the **Insurers** in connection with a claim under this Section the **Insurers** will compensate **You** at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- (1) by **You** or any of **Your** directors or partners      £250 per day
- (2) by any of **Your Employees**                                      £100 per day

#### **Health and Safety at Work and Corporate Manslaughter Defence Costs**

In the event of

- (1) any act omission or incident or alleged act omission or

incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or

- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 the **Insurers** will provide indemnity against **Costs and Expenses** incurred in representing **You** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **Period of Insurance** within the United Kingdom and in the course of **Your Business**

Provided that

- (a) the **Insurers** total liability in respect of **Costs and Expenses** shall not exceed £1,000,000 in the aggregate during any one **Period of Insurance**
- (b) the **Insurers** will only indemnify **You** where **Costs and Expenses** arise as a result of any matter which is the subject of indemnity under this **Policy**
- (c) the **Insurers** will only be liable for **Costs and Expenses** incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same **Costs and Expenses** the **Insurers** liability shall be limited to a proportionate amount of the total **Costs and Expenses** but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
- (i) in respect of fines or penalties of any kind
- (ii) to proceedings consequent upon any **Injury** deliberately caused by **You**
- (iii) to persons other than **You** or any of **Your** directors partners proprietors or **Employees**

#### **Food Safety Act Defence Costs**

**You** and also at **Your** request any of **Your** directors partners or **Employees** for legal **Costs and Expenses** incurred

- (1) in defending any prosecution for breach of duty
- (2) with the **Insurers'** consent in an appeal against a conviction resulting from prosecution

under Part II of the Food Safety Act 1990 committed or alleged

## Section 10 - PUBLIC LIABILITY

This Section applies only if stated as **INSURED** in the **Policy Schedule**

to have been committed during the **Period of Insurance** where circumstances may otherwise give rise to a claim under this Section

excluding legal **Costs and Expenses** in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

### Defective Premises Act

Liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any **Premises** which were occupied and/or owned by **You** in connection with **Your Business**

excluding any liability for

- (1) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability
- (2) any physical loss of or **Damage** to such **Premises**

### Leased and Rented Premises

Exclusion 4(a) of this Section does not apply to physical loss or **Damage** to **Premises** leased or rented to **You** in connection with **Your Business**

### Wrongful Arrest

Legal liability to pay compensation together with **Costs and Expenses** following any charge of wrongful arrest or malicious prosecution made against **You** during the **Period of Insurance** in respect of any allegation of theft or the improper conduct by any person (other than **Your Employees**) at the **Premises**

### Overseas Personal Liability

**You** and if **You** so request

- (1) any of **Your** directors partners or **Employees**
- (2) **Your** spouse or child or any spouse or child of **Your** director partner or **Employee** accompanying **You** or accompanying such director partner or **Employee**

against liability at law for compensation together with **Costs and Expenses** for liability incurred in a personal capacity while **You** or any of **Your** partners or **Employees** are visiting a country anywhere in the world in connection with **Your Business**

excluding any liability

- (a) arising from any contract or agreement unless liability would have existed otherwise

- (b) arising out of the ownership or occupation of land or buildings
- (c) arising from the carrying on of any trade or profession
- (d) where indemnity is provided by any other insurance
- (e) arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft

### Contingent Liability for Employee's Vehicles

Exclusion (10) of this Section excludes mechanically propelled vehicles but the **Insurers** will indemnify **You** for liability caused by or in connection with any vehicle owned by an **Employee** which is being used in the course of **Your Business**

excluding any liability

- (1) arising when such vehicle is being driven
  - (a) by **You**
  - (b) with **Your** consent by anyone whom **You** know does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

- (2) for physical loss of or **Damage** to any such vehicle

- (3) for any use outside the **Geographical Limits**

### Vehicles used as a Tool of Trade

Exclusion (10) of this Section excludes mechanically propelled vehicles but the **Insurers** will indemnify **You** for **Your** liability arising out of

- (1) the use in connection with **Your Business** of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade
- (2) the loading or unloading of or bringing of a load to or taking of a load from any vehicle machine or trailer

excluding liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle or for which indemnity is available under any other insurance

### Sudden and Unintended Pollution

**Pollution** is excluded by General Exclusion 1(c) of this **Policy** but this Section provides **Pollution** cover subject to all other provisions of this **Policy** for liability in respect of **Injury** or loss of or **Damage** to property caused solely by **Pollution**

- (1) which results from a sudden identifiable unintended and unexpected incident and

## Section 10 - PUBLIC LIABILITY

This Section applies only if stated as **INSURED** in the **Policy Schedule**

- (2) such incident occurs entirely at a specific and identified time and place during the **Period of Insurance**

Provided that

- (a) all **Pollution** which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (b) the **Insurers** will not indemnify **You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada
- (c) the total liability of the **Insurers** for compensation will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause

### **Geographical Limits**

The **Geographical Limits** shall extend to include elsewhere in the world for visits made in connection with **Your Business** in a non manual capacity provided that such persons usually reside within the **Geographical Limits**

## Section 11 - PRODUCTS LIABILITY

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### INSURING CLAUSE

In the event of

- (1) accidental **Injury** to any person
- (2) accidental loss of or **Damage** to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water

occurring during the **Period of Insurance** and caused by **Products** anywhere in the world except as excluded the **Insurers** will indemnify **You** against **Your** liability at law for compensation together with **Costs and Expenses**

### BASIS OF PAYMENT

The liability of the **Insurers** for compensation will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section for any one claim or series of claims arising from one source or original cause and in total during any one **Period of Insurance** In addition the **Insurers** will pay **Costs and Expenses**

In respect of claims happening or where a claim is brought in North America all Costs and Expenses of the claimant and the Costs and Expenses (incurred by the Insurers or with the Insurers written consent) of any person entitled to indemnity are included within the Limit of Indemnity stated in the Schedule

### EXCLUSIONS TO THE PRODUCTS LIABILITY SECTION

This Section does not cover

#### (1) Deductible

the amount stated in the **Schedule** applicable to this Section as the **Deductible** in respect of (2) of the Insuring Clause to this Section only

#### (2) Fines liquidated damages or penalties

liability for fines liquidated damages or penalties of any kind or for exemplary punitive restitutionary or multiplied damages

#### (3) Injury to employees

liability to any **Employee** in respect of **Injury** arising out of and in the course of their employment by **You**

#### (4) Damage to property in your custody or control

physical loss of or **Damage** to

- (a) any property belonging to **You** or in **Your** custody or under **Your** control or that of any **Employee** (other than property belonging to **Your** visitors directors partners or **Employees**)
- (b) that part of any property on which **You** or any of **Your** directors

partners **Employees** or agents are or have been working where the physical loss or **Damage** results from such work

#### (5) Deliberate acts

liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

#### (6) Advice and professional services

liability caused by or arising from

- (a) any advice design or specification given by **You** or on **Your** behalf for a fee
- (b) professional services rendered by **You** or on **Your** behalf

#### (7) North American occurrences

- (a) liability caused by or arising from any **Products** known by **You** to be for use or integrated within any other **Products** for use in or supply to the United States of America or Canada or any territory within their jurisdiction
- (b) occurrences in respect of which legal action or litigation is brought in a court of law outside north America to enforce a judgement therein whether by way of reciprocal agreement or otherwise.

#### (8) Contractual liability

**Injury** or physical loss of or **Damage** to property caused by or arising from **Products** where liability attaches solely by reason of any contract or agreement other than liability arising under a condition or warranty of goods implied by law

#### (9) Replacement or repair of defective products

any claim directly or indirectly caused by, contributed to by, or arising from **Damage** to **Products** caused by any defect therein or the unsuitability thereof of their intended purpose.

#### (10) Recall of products

any costs and/or expenses in relation to the recall of, or the provision of any refund in respect of **Products**

#### (11) Marine and aviation products

liability caused by or arising from any **Products** known by **You** to be for use in or on any aircraft aerospace device hovercraft or waterborne craft or for marine or aviation purposes

#### (12) Property in your possession

liability caused by or arising from property in **Your** possession

## Section 11 - PRODUCTS LIABILITY

This Section applies only if stated as **INSURED** in the **Policy Schedule**

or belonging to **Your** directors partners or **Employees**

### (13) Cyber liability

liability arising directly or indirectly out of

(c) loss of alteration of or **Damage** to

or

(d) reduction in the functionality availability or operation of any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of **Your** E-activities

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by **You** or by any person persons partnership firm or company acting for **You** or on **Your** behalf

### (14) Asbestos

liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

### (15) Mildew mould spore(s) or allergens

liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or

any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

### (16) Component building material

liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

### IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

#### Indemnity to Others

- (1) If **You** so request
  - (a) any of **Your** directors partners or **Employees** in respect of liability for which **You** would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against **You**
  - (b) any officer or member of **Your** social sports and welfare organisations or fire first aid or ambulance services whilst acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Any principal in like manner to **You** where any contract or agreement entered into by **You** for the performance of work so requires in respect of the principal's liability arising from the performance of work by **You**

#### Cross Liabilities

If the **Insured** comprises more than one party the **Insurers** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the **Schedule** applicable to this Section

#### Compensation for Court Attendance

In the event of the following persons attending court at the request of the **Insurers** in connection with a claim under this Section the **Insurers** will compensate **You** at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- (1) by **You** or any of **Your** directors or partners      £250 per day

## Section 11 - PRODUCTS LIABILITY

This Section applies only if stated as **INSURED** in the **Policy Schedule**

- (2) by any of **Your Employees** £100 per day

### Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the **Insurers** will provide indemnity against **Costs and Expenses** incurred in representing **You** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **Period of Insurance** within the United Kingdom and in the course of **Your Business**

Provided that

- (a) the **Insurers** total liability in respect of **Costs and Expenses** shall not exceed £1,000,000 in the aggregate during any one **Period of Insurance**
- (b) the **Insurers** will only indemnify **You** where **Costs and Expenses** arise as a result of any matter which is the subject of indemnity under this **Policy**
- (c) the **Insurers** will only be liable for **Costs and Expenses** incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same **Costs and Expenses** the **Insurers** liability shall be limited to a proportionate amount of the total **Costs and Expenses** but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
  - (i) in respect of fines or penalties of any kind
  - (ii) to proceedings consequent upon any **Injury** deliberately caused by **You**
  - (iii) to persons other than **You** or any of **Your** directors partners proprietors or **Employees**

### Food Safety Act Defence Costs

**You** and also at **Your** request any of **Your** directors partners or

**Employees** for legal **Costs and Expenses** incurred

- (1) in defending any prosecution for breach of duty
- (2) with the **Insurers'** consent in an appeal against a conviction resulting from prosecution

under Part II of the Food Safety Act 1990 committed or alleged to have been committed during the **Period of Insurance** where the circumstances may otherwise give rise to a claim under this Section

excluding legal **Costs and Expenses** in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

### Sudden and Unintended Pollution

**Pollution** is excluded by General Exclusion (1)(c) of this **Policy** but this Section provides **Pollution** cover for liability in respect of **Injury** or loss of or **Damage** to property caused solely by **Pollution**

- (1) which results from a sudden identifiable unintended and unexpected incident and
- (2) such incident occurs entirely at a specific and identified time and place during the **Period of Insurance**

Provided that

- (a) all **Pollution** which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (b) The indemnity provided by this **Policy** shall apply only to judgements against the **Insured** in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise
- (c) the total liability of the **Insurers** for compensation will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause and in total during any one **Period of Insurance**
- (d) the **Insurers** will not indemnify **You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada

## Section 12 - DETERIORATION OF STOCK

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### INSURING CLAUSE

In the event of **Damage** caused by deterioration or putrefaction occurring during the **Period of Insurance** to the property described by any Item stated in the **Schedule** applicable to this Section

- (1) in the cold chamber of **Your** refrigerating plant and
- (2) elsewhere in **Your Premises** which but for the occurrence of an incident covered by this Section would have been placed in the cold chamber of **Your** refrigerating plant

caused by

- (a) rise or fall in temperature as a result of
  - (i) **Breakdown** of **Your** refrigerating plant
  - (ii) failure due to inherent defect of any thermostatic device being an integral part of **Your** refrigerating plant
  - (iii) sudden and unforeseen failure of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the **Premises** where **Your** refrigerating plant is installed not caused by the deliberate act of any supply authority or the exercise by any such authority of its power to withhold or restrict supply
- (b) action of refrigerant fumes which have escaped from **Your** refrigerating plant

the **Insurers** will indemnify **You** for **Damage** to such property by payment or reinstatement at their option

### DEFINITION TO THE DETERIORATION OF STOCK SECTION

#### Breakdown

means for the purposes of this Section loss or destruction of or **Damage** to an item of refrigerating plant resulting from the breaking distortion or electrical burn out of any part of it whilst in use arising from defects in the item of refrigeration plant causing sudden stoppage of its function and requiring its repair or replacement

#### BASIS OF PAYMENT

The Sum Insured stated for each Item in the **Schedule** applicable to this Section will represent only the value of property in **Your** refrigerating plant and property which would have been placed there but for the occurrence of an incident insured by this Section

The **Insurers'** liability for such property will not exceed for any one Item the Sum Insured shown against that Item in the **Schedule** applicable to this Section in any one **Period of Insurance**

### UNDERINSURANCE CONDITION

If the value of the property in **Your** refrigerating plant and property which would have been placed there but for the occurrence of an incident insured by this Section exceeds the Sum Insured for that Item stated in the **Schedule** applicable to this Section **You** will be considered to be **Your** own insurer for the difference and will bear a rateable share of the loss accordingly

### EXCLUSIONS TO THE DETERIORATION OF STOCK SECTION

#### This Section does not cover

- (1) the amount stated as the **Deductible** in the **Schedule** applicable to this Section
- (2) the refrigerating plant itself
- (3) any **Damage** to property arising from
  - (a) defects in or defective insulation due to the wearing away or wearing out of any part of a machine caused by or naturally arising from ordinary usage or working
  - (b) failure or rupture from any cause whatsoever of any fuse whether incorporated in the refrigerating plant or not or failure of electrical contacts at which sparking or arcing occurs in ordinary working
  - (c) gradually developing flaws defects cracks or partial fractures in any part or parts which do not make immediate stoppage necessary although at some future time repair or renewal of the part or parts affected may be necessary
  - (d) any extraneous cause not specifically insured under this Section
- (4) **Damage** to property in any refrigerating plant that is over 10 years old
- (5) in respect of (a) (i) and (a)(ii) of the Insuring Clause **Damage** resulting from fire lightning aircraft explosion earthquake flood or theft

### SPECIAL CONDITIONS TO THE DETERIORATION OF STOCK SECTION

**You** must comply with the following Conditions or a claim may not be payable under this Section

- (1) If any refrigerating plant has other than hermetically sealed motors and compressors **You** must
  - (a) keep a contract in force with a competent refrigeration engineer providing for inspection and maintenance of such plant at a frequency not less than every six months



## Section 12 - DETERIORATION OF STOCK

This Section applies only if stated as **INSURED** in the **Policy Schedule**

(b) keep a proper record of all examinations adjustments and replacements carried out

(2) **You** must

(a) give immediate notice in writing to the **Insurers** of

(i) any proposed alterations or additions to the refrigerating plant

(ii) any proposed departure from ordinary working conditions in connection with the refrigerating plant

and until the **Insurers'** consent in writing has been given for the proposed alteration addition or departure the

**Insurers** will not be liable for **Damage** in connection with the refrigerating plant

(b) allow the **Insurers** upon request in writing to inspect and examine any refrigerating plant and carry out at **Your** own expense any necessary dismantling and reassembling on such dates as the **Insurers** and **You** mutually agree

(3) In the event of a claim or possible claim under this Section the **Insurers** will not be liable for further **Damage** relating to the defective refrigerating plant until it has been repaired to the **Insurers'** satisfaction

## Section 13 - LOSS OF LICENCE

This Section applies only if stated as **INSURED** in the **Policy Schedule**

### INSURING CLAUSE

In the event that the **Licence** in relation to the use of the **Premises** is

- (1) forfeited under the provisions of the appropriate legislation governing such Licences
- (2) refused renewal after due application for such renewal to the appropriate authority

at any time during the **Period of Insurance** the **Insurers** will pay or make good to **You** any loss that **You** may sustain in respect of

- (a) depreciation in value of **Your** interest in the **Premises** by the forfeiture of or refusal to renew **Your Licence** to an amount not exceeding the Limit of Indemnity stated in the **Schedule** applicable to this Section
- (b) **Costs and Expenses** incurred by **You** with the written consent of the **Insurers** in connection with any appeal against the forfeiture of or refusal to renew the **Licence**

### DEFINITION TO THE LOSS OF LICENCE SECTION

#### Licence

means **Licence** granted to **You** by the Justices for the sale or supply of excisable liquor at the **Premises**

### BASIS OF PAYMENT

The amount payable under this Section will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section

### EXCLUSIONS TO THE LOSS OF LICENCE SECTION

- (1) No claim will arise if under this Section
  - (a) **You** are entitled to obtain compensation under the provisions of any Act of Parliament in respect of refusal to renew the **Licence**
  - (b) before or after refusal to renew or forfeiture of **Your Licence** the **Premises** are required for any public purpose by an appropriate authority
  - (c) surrender refusal to renew or forfeiture arises under or results directly or indirectly from
    - (i) any scheme of town or country planning improvement redevelopment surrender or reduction
    - (ii) re distribution of Licences in connection with redevelopment
    - (iii) any alteration of the law affecting the granting or surrender refusal to renew or forfeiture of Licences

- (2) No claim will arise under this Section unless **You** prove to the **Insurers** reasonable satisfaction that such matter was beyond **Your** power or control if
  - (a) any alterations to the **Premises** requiring the consent of the licensing or other necessary authority are made without their approval
  - (b) the **Premises** are closed for any period not required by law
  - (c) the **Premises** are not maintained in a sanitary or other suitable state of repair or condition
  - (d) any direction or requirement of the licensing or other authority is not complied with
  - (e) forfeiture of or refusal to renew **Your Licence** is caused wholly or partly by or through
    - (i) **Your** misconduct procurement connivance neglect or omission
    - (ii) **Your** omission to take any step necessary to keep the **Licence** in force

### SPECIAL CONDITIONS TO THE LOSS OF LICENCE SECTION

N B **Insurers** consider time to be of the essence in complying with the Conditions applying to this Section

- (1) On becoming aware of any
  - (a) complaint against the **Premises** or the control of it
  - (b) proceedings against or conviction of the holder of the **Licence** or manager tenant or occupier of the **Premises** for any breach of the licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with regard to such person's honesty moral standing or sobriety
  - (c) change in the tenancy or arrangement of the **Premises**
  - (d) transfer or proposed transfer of the **Licence**
  - (e) alteration to the purpose for which the **Premises** are used
  - (f) objection to renewal or other circumstances which may endanger the **Licence** or its renewal

**You** must as soon as possible give notice in writing to the **Insurers** and supply such additional information and give such assistance as the **Insurers** may reasonably require

## Section 13 - LOSS OF LICENCE

This Section applies only if stated as **INSURED** in the **Policy Schedule**

- (2) In the event that the holder of the **Licence** or manager tenant or occupier of the **Premises** dies or is incapacitated or deserts the **Premises** or is convicted of any offence (where such conviction affects the character or reputation of the convicted person with regard to such person's honesty moral standing or sobriety) **You** will where practicable and at the request of the **Insurers** procure a suitable replacement to whom the Justices will transfer the **Licence** or grant the **Licence** by way of renewal
- (3) In the event of the **Licence** being forfeited or renewal refused **You** must
  - (a) give notice in writing to the **Insurers** within 24 hours of learning such event stating the grounds upon which the **Licence** was forfeited or refused renewal
  - (b) give all such assistance as the **Insurers** may require for the purpose of an appeal against such forfeiture or refusal to renew and allow the **Insurers** and their solicitors full discretion in the conduct of such proceedings
  - (c) apply if practicable and required by the **Insurers** for the granting of such new **Licence** for the same or alternative **Premises** as may enable **You** to continue **Your Business** in a similar or alternative form
  - (d) provide a statement of **Your** loss (if any) together with such documents statements and accounts as may be reasonably required by the **Insurers** to verify the same and also (if required by the **Insurers**) make a declaration as to the truth accuracy and completeness of **Your** statement and give the **Insurers** free access to the **Premises** and **Your Business** books and accounts as may be necessary to ascertain the value of the **Premises** and the goodwill of **Your Business**

## ENDORSEMENTS

### CC899 – Intruder Alarm Warranty

It is warranted that in respect of the Intruder Alarm installed at the **Premises**

- (a) it is installed in accordance with the specification prepared by the intruder alarm company and where applicable agreed by the **Insurers**
- (b) a maintenance contract is in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the **Insurers**
- (c) the **Premises** are not left unattended unless
  - (i) the Intruder Alarm is set in its entirety and
  - (ii) the Intruder Alarm (including any remote signalling device) is in full and effective working order
- (d) no alteration or variation to the Intruder Alarm or any structural alteration to the **Premises** which would affect the Intruder Alarm shall be made without prior agreement of the **Insurers**
- (e) the **Insurers** are notified immediately and in writing if
  - (i) the **Insured** receives a written notification from the police or the company responsible for monitoring the Intruder Alarm that they are or may be withdrawing response to alarm calls
  - (ii) the **Insured** is notified by the telecommunications company responsible for the provision of the monitoring line that they are or may be disconnecting the monitoring line or equipment
  - (iii) the **Insured** is required to abate a nuisance under the Code of Practice on Noise from Audible Intruder Alarms 1983 or by the force **Policy** issued by the Chief Constable of Police

whereupon the **Insurers** shall have the right to amend terms or vary or withdraw cover

- (f) any keys to the Intruder Alarm are removed from the **Premises** when the **Premises** are left unattended or closed for **Business**

Intruder Alarm shall be deemed to include all lines and equipment used to transmit the signals to and from the **Premises**

The **Premises** will not be deemed to be attended when supervised only by security staff unless details of such arrangements have been notified to **Insurers** and accepted by them in writing

### CC900 – Minimum Security Requirements (A)

It is a condition precedent to liability that the following minimum security is installed at the **Premises** and maintained in efficient working order during the **Period of Insurance**

- (a) All external doors, excluding fire doors, at the **Premises** and any internal doors which give access to any part of the building not occupied by the **Insured** must be of solid construction and fitted with a mortise deadlock conforming to British Standard 3621

Where the doors are double leaf in addition to the said mortise deadlock the first closing leaf must be fitted with internal flush or mortise rack bolts at the top and bottom of the leaf

Any outward opening doors should in addition to the above have each hinge fitted with a hinge bolt

- (b) Fire exit doors - the relevant enforcing authority must approve any locks on these doors.
- (c) All accessible opening windows fanlights and skylights including those accessible from decks roofs fire escapes or downpipes must be fitted with key operated window locks except those opening windows protected by solid steel bars grilles expanded metal or weld mesh

### CC902 - Composite Panel Conditions

It is a condition precedent to liability that in respect of any **Building** containing composite panels that;

- a) suitable fire extinguisher appliances to be supplied in all cooking areas
- b) ducting, conduit wiring and hot flues be adequately protected within fire resistant sleeves where passing through composite panels
- c) at least weekly inspections to be undertaken by the **Insured** to check for **Damage** to composite panels or panel joints. Any defects found to be rectified without delay or replaced by a panel with a non-combustible core within 7 days
- d) no repairs to be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources
- e) all heat sources to be kept at least 2 metres from any composite panelling or such panelling to be of a non-combustible core
- f) no external storage of combustible stock, packaging pallets, waste or waste skips or bins within 10 metres of the **Buildings**
- g) any work involving the application of heat must only be carried out by a qualified Contractor and the **Insured** is to ensure the Contractor has adequate Public Liability Insurance in force and shall confirm same through sight of certificate of insurance. Subrogation rights against such Contractor shall not be waived by the **Insured**. The following conditions precedent to liability apply:
  - i) the area in which work is to be carried out shall be adequately cleared and combustible materials shall be removed to a distance not less than 6 metres from the area

## ENDORSEMENTS

of proposed work

- ii) if work is to be carried out overhead then the area beneath shall be similarly cleared and all combustible materials removed
- iii) suitable fire extinguisher with a capacity of not less than 9 litres shall be kept available for immediate use
- iv) blow lamps and blow torches shall be lit in as short a time as possible before use and extinguished immediately after use
- v) lighted blow lamps and torches shall not be left unattended
- vi) half an hour after each period of work a thorough examination shall be made of and in the area in which works have been undertaken
- vii) if work is to be carried out in the vicinity of composite/sandwich panels then such panels must be protected by non-combustible blankets drapes or screens.

### CC903 - Daily Waste Condition

It is a condition precedent to liability that all combustible trade waste and refuse will be removed from the **Buildings** every night.

### CC904 - Electrical Circuit Maintenance Condition

It is a condition precedent to liability that fixed electrical installations are tested by an NICEIC (National Inspection Council for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor at least once in every 3 year period and an IEE test certificate is issued showing no deviations.

### CC905 – External Smoking Condition

It is a condition precedent to liability that smoking will be prohibited throughout the **Premises** except in specifically designated external areas, and suitable notices to this effect will be displayed in prominent positions. Metal receptacles are to be provided for waste materials and kept at least 2 metres from the **Buildings**.

### CC906 - First Loss Average Clause

When the sum insured is shown as being First Loss in the **Schedule** the applicable item of this Section is subject to the Condition of Average (First Loss), that is to say, if the total value of all property covered by the item shall at the time of any loss be greater than the value notified by the **Insured**, then the **Insured** shall be entitled to recover hereunder only such proportion of the said loss as the said notified value bears to the total value, up to but not exceeding the sum insured for the item.

### CC907 - Flat Roof Maintenance Condition

It is a condition precedent to liability in respect of **Damage** by

storm, tempest and flood that any flat felted roof portion of the **Premises** shall have been inspected at least once every 2 years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately.

### CC908 - Fork Lift Truck Conditions

It is a condition precedent to liability where fork lift trucks are recharged at the **Premises** that;

- a) combustible materials to be kept a minimum of 5 metres clear of the recharging area
- b) no recharging of fork lift trucks whilst the **Premises** are left unattended.

### CC909 - Frying and Cooking Equipment Conditions

It is a condition precedent to liability that;

- a) all frying and other cooking ranges, equipment, flues and exhaust ducting will be kept securely fixed and free from contact with combustible materials
- b) all extraction hoods, canopies, filters and grease traps will be cleaned at least every 2 weeks
- c) all extraction ducts will be cleaned regularly and maintained and checked at least once every 6 months by a specialist contractor
- d) the record of such cleaning and servicing of the extraction ducts will be kept elsewhere other than at the **Premises** and will be made available for inspection at any time
- e) frying equipment will be installed used and maintained in accordance with the manufacturer's instructions
- f) multi purpose fire extinguishers and at least one fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires will be kept in close proximity to the working area of the range and maintained ready for use
- g) frying ranges will not be left unattended whilst in use
- h) all naked flames (other than pilot lights) and all electrical elements will be turned off at the close of the working day.

### CC910 - Metal Workers Waste Oil and/or Grease Condition

It is a condition precedent to liability that all oil and/or grease waste and used cleaning cloths which remain in the **Buildings** overnight will be kept in metal receptacles with metal lids and removed from the **Buildings** at least once a week.

### CC911 - Minimum Security Requirements (B)

It is a condition precedent to liability that **Damage** caused by theft or attempted theft is not covered unless;

- 1) the Minimum Security Requirements (A) as stated in **Endorsement** CC900 are complied with

## ENDORSEMENTS

- 2) the intruder alarm is installed and put into full and effective operation at night and whenever the **Premises** are closed for **Business** or left unattended. We will not regard the intruder alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and the **Insured** have had notice of the withdrawal of the Police, telephone or central monitoring station service and such service has actually been withdrawn
- 3) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS), or the Security System and Alarm Inspections Board (SSAIB) or approved by **Insurers**
- 4) all keys of the intruder alarm are removed from the **Premises** at night and whenever they are closed for **Business** or left unattended. Where the **Insured** or an **Employee** occupies part of the **Premises** for residential purposes, the keys must be removed from the **Business** part of the **Premises**.

### CC912 - Minimum Security Requirements (C)

It is a condition precedent to liability that **Damage** caused by theft or attempted theft is not covered unless;

- 1) the Minimum Security Requirements (A) as stated in **Endorsement** CC900 are complied with
- 2) the intruder alarm provides for a police telephone line, direct line or central monitoring station warning system installed and put into full and effective operation at night and whenever the **Premises** are closed for **Business** or left unattended. We will not regard the intruder alarm as effective if the **Insured** have had notice of the withdrawal of such service and such service has actually been withdrawn
- 3) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS), or the Security System and Alarm Inspections Board (SSAIB) or approved by **Insurers**
- 4) all keys of the intruder alarm are removed from the **Premises** at night and whenever they are closed for **Business** or left unattended. Where the **Insured** or an **Employee** occupies part of the **Premises** for residential purposes, the keys must be removed from the **Business** part of the **Premises**.

### CC913 - No Smoking Condition

It is a condition precedent to liability that smoking will not be permitted on the **Premises** at any time and signs to this effect will be prominently displayed.

### CC914 - Obsolete Building Clause

The basis of valuation for the purpose of average shall be;

- a) the cost of purchasing a similar building to the insured building plus an allowance for removal of debris costs or
- b) the cost of erecting a modern building providing comparable facilities to the insured building plus an allowance for professional fees, removal of debris costs and the additional expenditure which might arise out of local authorities' requirements.

### CC915 - Paint Spraying Conditions

It is a condition precedent to liability that all spraying of paints or varnishes with a flash point below 32 degrees centigrade will be carried out in an area enclosed by non-combustible materials and extraction to the open air and any electrical installation including that for extraction will be of flameproof design and any heating will be of the black-heat type and with fully enclosed elements.

It is also a condition precedent to liability that;

- a) only one days supply of flammables will be kept in the spraying area
- b) all other flammables will be kept in a designated enclosed steel bin or if the stocks of same are substantial they will be kept in a store with high and low level vents to the open air or forced flameproof extractor at floor level
- c) all lighting will also be flameproof
- d) smoking will be prohibited in the areas where processes are carried and signs to this effect will be prominently displayed.

### CC916 - Pipe Lagging Condition

It is a condition precedent to liability that either;

- a) there is a heating system linked to a frost-stat and a minimum temperature of 4°C is maintained between 31st October and 31st March or
- b) all pipes are adequately lagged.

### CC917 - Portable Heating Condition

It is a condition precedent to liability that there will be no use or storage on the **Premises** of paraffin or portable electric or gas heaters or containers unless specifically agreed by the **Insurers** prior to such use or storage.

### CC918 - Residential Tenants Clause

It is a condition precedent to liability that any Residential portion(s) of the **Premises** are not let or used by;

- a) local authorities or the department of social security
- b) students
- c) asylum seekers.

### CC919 - Smoking Condition

It is a condition precedent to liability that smoking will be prohibited throughout the **Premises** except in offices and /

## ENDORSEMENTS

or canteens and for other specifically designated areas. Suitable notices to this effect will be displayed in prominent positions.

### CC920 - Stillage Condition

It is a condition precedent to liability that all **Stock** stored on the **Premises** is stored on racks, shelves or stillages not less than 15 centimetres (6 inches) above floor level.

### CC921 - Storage of Combustible Materials in the Open Condition

It is a condition precedent to liability that no combustible materials are externally stored within 10 metres of the **Buildings** outside **Business** hours.

### CC922 - Subsidence Ground Heave and Landslip Extension

The insurance by Sections 1 or 2 extends to cover **Damage** caused by **Subsidence** or **Ground Heave** of any part of the site on which the property stands or **Landslip** excluding;

- a) the first GBP 1,000 of each and every loss (unless higher **Excess** specified) after the application of any Condition of Average
- b) **Damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a **Building**
- c) **Damage** caused by or consisting of:-
  - i) the normal settlement or bedding down of new structures
  - ii) the settlement or movement of made up ground
  - iii) coastal or river erosion
  - iv) defective design or workmanship or the use of defective materials
  - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- d) **Damage** which originated prior to the inception of this cover
- e) **Damage** resulting from;
  - i) demolition, construction, structural alteration or repair of any property or
  - ii) groundwork or excavation at the **Premises**

### Special Conditions

Insofar as this insurance relates to **Damage** caused by **Subsidence**, **Ground Heave** or **Landslip**;

- a) The **Insured** shall notify the **Insurers** immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site
- b) The **Underwriters** shall then have the right to vary the terms or cancel this cover.

### CC923 - Survey Clause

Cover hereon is strictly subject to receipt by **Insurers** of a

satisfactory survey carried out by an authorised surveyor within 30 days of the inception date of this insurance or by a date to be agreed by the **Insurers** and advised to the **Insured**.

The **Insurers** reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate upon receipt of the survey.

The **Insured** shall implement the survey requirement(s) or as otherwise agreed by the **Insurers** within a period to be agreed by the **Insurers** and advised to the **Insured**.

If the **Insured** fails to implement the requirement(s) within the period agreed by the **Insurers** then all coverage hereunder shall terminate at the end of said period.

### CC926 - Unoccupancy Conditions

It is a condition precedent to liability that when any **Building** (or part thereof) is untenanted or **Unoccupied**;

- a) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes)
- b) all water tanks, apparatus pipes and heating other than those connected to automatic sprinkler systems must be drained down
- c) all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including:-
  - i) securely locking and fastening all doors and windows
  - ii) any letter boxes being sealed
  - iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
- d) all waste refuse and other disused combustible materials will be cleared from the building and removed from the **Premises** at least once a week
- e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **Buildings** becoming unoccupied
- f) the **Buildings** must be inspected at least once every 7 days by the **Insured** or the **Insured's** nominee in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections
- g) notice is to be given to **Insurers** when any untenanted or unoccupied building (or part thereof) is again occupied

**Insurers** shall not be liable for any **Damage** or **Injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation.

## ENDORSEMENTS

**Perils** as defined under **Perils Definitions** are hereby restricted to fire, lightning, aircraft and explosion only.

For the purposes of this condition unoccupied means closed for **Business** or not occupied for its usual **Business** purposes, for any period of more than 30 consecutive days.

### CC927 - Unoccupancy Conditions Wider Perils

It is a condition precedent to liability that when any **Building** (or part thereof) is untenanted or unoccupied;

- a) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes)
- b) all water tanks, apparatus pipes and heating other than those connected to automatic sprinkler systems must be drained down
- c) all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including:
  - i) securely locking and fastening all doors and windows
  - ii) any letter boxes being sealed
  - iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
- d) all waste refuse and other disused combustible materials will be cleared from the building and removed from the **Premises** at least once a week
- e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **Buildings** becoming unoccupied
- f) the **Buildings** must be inspected at least once every 7 days by the **Insured** or the **Insured's** nominee in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections
- g) notice is to be given to **Insurers** when any untenanted or unoccupied building (or part thereof) is again occupied

**Insurers** shall not be liable for any **Damage** or **Injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation.

**Perils** as defined under **Perils Definitions** are hereby restricted to 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, earthquake, storm, flood, impact by any road vehicle or animal, falling trees, branches and falling aerials.

For the purposes of this condition unoccupied means closed for

**Business** or not occupied for its usual **Business** purposes, for any period of more than 30 consecutive days.

### CC928 - Use of Heat Conditions

It is a condition precedent to liability that the following precautions are complied with on each occasion of the use or application of heat (as defined below) taking place on the **Premises**;

- a) application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers;
  - i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or overlapping sheets or screens of non-combustible material
  - ii) at least 2 adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected
  - iii) a fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
  - iv) blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use
  - v) a person must be appointed by the **Insured** to act as an observer to watch for signs of smoke or smouldering or flames \*
- b) use of asphalt, bitumen, tar, pitch or lead heaters the heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

\*Warranty (v) is deemed not to apply when the **Insured** works alone as a sole trader.

### CC929 - Valley Gutter Condition

It is a condition precedent to liability that all valley gutters be inspected and cleared every 6 months.

### CC930 - Weekly Waste Condition

It is a condition precedent to liability that all combustible trade waste and refuse will be swept up daily and kept in bags or bins and removed from the **Buildings** at least once a week.

### CC931 - Fire Extinguishing Appliances Condition.

It is a condition precedent to liability that all fire extinguishing



## ENDORSEMENTS

appliances must be maintained in full working order and inspected regularly during the currency of this **Policy** and any defect whether disclosed by such inspection or otherwise be remedied promptly. Subject to observance of this condition the **Policy** shall not be invalidated by any defect in any of the Fire Extinguishing Appliances due to any circumstances unknown to or beyond the control of the **Insured**.

### CC932 – Printers Condition

It is a condition precedent to liability that :

- 1) no manufacturing of cardboard boxes or paper bags be undertaken.
- 2) no printing on celluloid be undertaken
- 3) no drying by artificial heat be undertaken (the use of artificial heat in plain copying machines shall not be a breach of this condition)

### CC933 – Clothing Manufacturers Condition

It is a condition precedent to liability that :

- 1) no garments of material containing rubber or foam plastic be cut out made finished altered or repaired and no rubber solutions solvent benzene naphtha or other mineral or wood spirit be used stored or handled
- 2) no garment fusing processes employing inflammable solvents or flame bonding be carried out
- 3) no electric iron be used which does not feature an integral automatic cut out device and warning lamp

### CC934 – Unattended Processes Condition

It is a condition precedent to liability that no machinery, including plating tanks and baths, should be operated, left in operation or set to commence operation by time switches or similar, while the **Premises** are unattended.

### CC935 – Flammables Storage Condition

It is a condition precedent to liability that :

- 1) no flammables liquids or solutions be stored in excess of 20 litres
- 2) all flammable liquids or solutions be stored in metal cabinets fitted with self closing doors
- 3) no more than the quantity required for one day use be removed from cabinets at any time
- 4) all flammable liquids or solutions in use must be stored in metal or plastic vessels specifically constructed for the purpose, having a lid, tap or other closing device and not exceeding 2 litres in capacity and the vessels kept closed when not in use.
- 5) No cellulose nitrate be used or stored.

### CC936 – Goods In Transit Collision and Overturning Condition

It is a condition precedent to liability that cover under Section 8 is restricted to **Damage** caused by fire, theft, collision or overturning of the conveying vehicle.

### CC937 – LPG Cylinder Storage Condition

It is a condition precedent to liability that all LPG cylinders are stored externally in purpose built steel cages.

### CC940 – Plastics Condition

It is a condition precedent to liability that there is/are no :

- 1) processes involving the direct application of flame to plastic material or goods
- 2) fixed power operated machines used for buffing, sanding, mopping or similar process causing plastics dust
- 3) grinding or pulverising of plastics materials by machines
- 4) granulating or chopping of plastics
- 5) drying or curing of plastic components or materials by artificial heat other than by steam or hot water pipes, totally enclosed electric heating elements, gas oil or flue pipes not passing through the drying or curing area.
- 6) Storage in excess of 4 metres in height
- 7) Rubber processed or stored.

### CC941 - Bona Fide Sub-Contractors Clause

It is a condition precedent to liability by the Insured that all sub-contractors that they engage maintain a public liability policy that provide:

- Public liability coverage with an indemnity limit of not less than the limits provided by this Policy
- An indemnity to the Insured as principal

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

### CC942 - Manual Work Away Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 9 or 10, directly or indirectly resulting from or in consequence of manual work undertaken away from the **Insured's Premises** other than delivery and collection.

### CC943 – Total Manual Work Exclusion

## ENDORSEMENTS

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 9 or 10, directly or indirectly resulting from or in consequence of **Employees** engaged in work of a manual or non clerical/ non supervisory nature.

### CC944 - Administration of Drugs Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 10 or 11 directly or indirectly resulting from or in consequence of the provision and/ or administration of pharmaceuticals or drugs of any nature.

### CC945 - Abuse Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10 directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect.

### CC946 - Heat Work Away Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on **Premises** owned, leased or rented by the **Insured**.

### CC947 - Bodily Treatment Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 10 or 11, directly or indirectly resulting from or in consequence of the provision of any medical or other bodily treatment, other than first aid treatments.

### CC948 - Loss, Damage or Corruption of Data Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 10 or 11, directly or indirectly resulting from or in consequence of the loss, **Damage** or corruption of any data, held on or created by, any electronic data processing equipment or system.

### CC949 - Tree Root Damage Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 10 or 11 that arises from ingress of tree roots or desiccation of the soil caused by trees.

### CC950 - Sporting Participation Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 9 or 10, with respect of "bodily **injury**" directly or indirectly resulting from or in consequence of any bodily **Injury** to any person playing in,

training in, or practising any contact sport.

### CC951 - Damage to Item being Worked Upon Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 10 or 11, directly or indirectly resulting from or in consequence of loss or **Damage**, including shrinkage or discolouration, to articles on which the **Insured** is or has been working where the loss or **Damage** results from such work.

### CC952 - Burning of Debris Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10, directly or indirectly resulting from or in consequence of the burning of debris.

### CC953 - Proprietary Brands Warranty

It is warranted by the **Insured** that precedent to the liability of **Insurers** hereon, proprietary brand **Products** only will be used and that these are used and stored in accordance with the manufacturer's instructions.

### CC954 - Height Limit (10 meters)

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 9 or 10 directly or indirectly resulting from or in consequence of work undertaken by any person employed at a height above 10 meters from the surrounding floor or ground level.

### CC955 - Depth Limit Exclusion (3 meters)

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 9 or 10, directly or indirectly resulting from or in consequence of any work carried out at depths exceeding 3 metres.

### CC956 - Haulage Clause

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in connection with the following:

- **Injury** or **Damage** caused by the wrongful delivery or the contamination in transit of any load
- **Injury** or **Damage** caused by the haulage of hazardous goods
- loss of or **Damage** to any goods or their packaging or containers shipped or forwarded by or on behalf of the **Insured**
- the transportation of goods by road tankers

### CC957 - Libel and Slander Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 9 or 10,

## ENDORSEMENTS

directly or indirectly resulting from or in consequence of:

Libel, slander or defamation

Slander of title of goods or other injurious falsehood

Wrongful misrepresentation

### CC958 - Products: Component Part Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 11, directly or indirectly resulting from **Damage** to goods to which the **Insured's** product is an additive or component part.

### CC959 - Emergency Services Notification Clause

It is warranted by the **Insured** that precedent to the liability of **Insurers**, all Police, Fire and Ambulance services are notified prior to the commencement of the insured event and that the **Insured** adheres to all of their recommendations.

### CC960 - Rights of Recourse Warranty

It is warranted by the **Insured** that precedent to the liability of **Insurers** hereon, full Rights of Recourse are maintained against any manufacturer or supplier with whom they have entered into a legal contract for the provision of **Products** or components.

### CC961 - Waste Disposal Warranty

It is warranted by the **Insured** that precedent to the liability of **Insurers**, all waste material of any description shall be disposed of at a licensed refuse site in accordance with the terms of such licence.

### CC962 - Live Entertainment and Disco Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the provision of discos and/or live entertainment of any nature.

### CC963 - Claims Made Warranty (Products Liability)

It is noted and agreed that Section 11, Products Liability 'Insuring Clause' is revised as follows:

In the event of

- (1) accidental **Injury** to any person
- (2) accidental loss of or **Damage** to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water

occurring and notified to **Insurers** during the **Period of Insurance** and caused by **Products** anywhere in the world except as excluded the **Insurers** will indemnify **You** against **Your** liability at law for compensation together with **Costs and Expenses**

### CC964 - Use of Dogs Exclusion

**Insurers** shall have no liability under this **Policy** to provide any

indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the use of any dog in connection with the **Business**.

### CC965 - Dogs Warranty

It is warranted by the **Insured** that at all times during which any dog is used in connection with the **Business**, it shall be kept under physical restraint and (if not adequately tethered or confined) under the control of a competent handler.

### CC966 - Underground Services Clause (Applicable to Section 10)

In respect of loss of or **Damage** to cables, pipes or other services located underground, it is a condition precedent to liability that prior to undertaking any digging, boring or excavation, the **Insured** has:

- taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of **Damage**. Reasonable measures include contacting the appropriate authorities if there is any possibility that cables, pipes or services are under the site
- retained a written record of the measures that were taken to locate such cables, pipes and services
- conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of the **Insured**

Indemnity under this **Policy** shall be restricted to the actual cost of repair or replacement of such cables, pipes or services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use, consequential loss or **Damage**, or penalties and/or fines, which are imposed on the **Insured** by the relevant authorities as a result of any **Damage**.

### CC967 – Professional Services Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of breach of professional duty or wrongful or inadequate advice, whether a fee is charged or not.

### CC968 - USA and Canada Products Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of any **Products** supplied, including **Products** supplied prior to the inception of this insurance which the **Insured** knows, or could have reasonably been expected to know, would be used within the United States of America or Canada.

### CC969 – High Risk Location Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with work undertaken on or at any of the following locations or **Premises**:

## ENDORSEMENTS

- refineries, bulk storage or production **Premises** in the oil, gas or chemical industries.
- offshore structures and work underground or underwater.
- aircraft, hovercraft, aerospace systems or watercraft (other than work conducted in dry-docks not involving the use of heat).
- railways or airports.

### CC970 – Personal Protective Equipment Warranty

It is a condition precedent to the liability of **Insurers** that the use or wearing of Personal Protective Equipment by any Person Employed is rigorously enforced and that Personal Protective Equipment is supplied to the Person Employed and that a formal record is maintained confirming receipt of such equipment.

### CC971 - Wood-Working Machinery Exclusion

**Insurers** shall have no liability under Section 9 of this insurance to provide an indemnity or benefit for any legal liability arising out of or in connection with any claim arising out of or in connection with the **Insured's Employee's** use of wood-working machinery, driven by steam, gas, water, electricity or other mechanical power.

The expression "Wood-Working Machinery" shall be deemed to include:-

- lathes
- fret-saws
- boring Machines
- sanding Machines
- mechanically-driven portable tools applied to the work by hand, other than pendulum and swing saws.

### CC972 - Structural Steel Erection Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with any work undertaken by the **Insured** involving the erection of structural steelwork with the exception of work involving rolled steel joists in residential properties that do not exceed 8 metres in height..

### CC973 - Excludes Heat Work Away other than by Bona Fide Sub Contractors

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on **Premises** owned, leased or rented by the **insured** or work being carried out by Bona Fide Subcontractors.

### CC974 - Welding Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or

in connection with welding or flame-cutting away from the **Insured's Premises**.

### CC975 - Products Exclusion (*Applicable to Section 11*)

It is hereby understood and agreed that this **Policy** does not indemnify the **Insured** for **Products** Liability including all liability for goods and services supplied.

### CC976 - Toxic/Hazardous Goods Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with the carriage, dumping or disposal of toxic, corrosive, explosive and/or hazardous goods by the **Insured**.

### CC977 - Waste Transfer Station Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with the operation or ownership of waste transfer stations.

### CC978 – Skip Hirers Warranty

It hereby understood and agreed that the following warranty applies to Section 10 of this Insurance:

It is warranted by the **Insured** that when skips are left by the **Insured** on the public highway:

- The **Insured** will comply with all current Local Authority requirements.
- Skips will be lit during the hours of darkness.

### CC979 - Skip Hire Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out or in consequence of any skip hire and/or supply.

### CC980 - Trackside Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with any work trackside.

### CC981 - Tree Felling / Lopping Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 9 or 10, directly or indirectly resulting from or in consequence of any tree felling and/or lopping.

### CC982 – Spray Painting Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10, directly or indirectly resulting from or in consequence of spray painting of any nature.

### CC983 – Power Cleaning Exclusion

## ENDORSEMENTS

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10, directly or indirectly resulting from or in consequence of any work involving sand blasting and/or power cleaning of any nature.

### CC984 – Plant Hire Warranty

It is warranted by the **Insured** that precedent to the liability of **Insurers** hereon, all plant and/or equipment hired out will be subject to the following conditions:

- (a) All plant and/or equipment hired out will be subject to the current Contractors Plant Association or Scottish Plant Operators Association Conditions of Hire unless otherwise agreed and a copy of the **Insured's** standard hiring conditions lodged with **Underwriters**
- (b) All plant and/or equipment is maintained in a safe and sound condition and is examined by the **Insured** prior to and at the end of each hire period and any defects rectified.

### CC985 - Demolition Sites Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of work carried out on demolition sites.

### CC986 - Landfill Sites Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the ownership and/or operation of landfill sites.

### CC987 - Participant to Participant Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 9 or 10, directly or indirectly resulting from or in consequence of any bodily **Injury** caused by the negligent act and/or omission of any participant towards another participant.

### CC988 - Travel Insurance Warranty

It is warranted by the **Insured** that precedent to the liability of **Insurers** hereon, adequate travel insurance is arranged on each occasion when the **Insured** persons are travelling outside the United Kingdom.

### CC989 - Amusement Arcade Exclusions

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 10 or 11, directly or indirectly resulting from or in consequence of the following amusements and/or activities:

- (a) Mechanically or electrically powered rides of any nature (other than static coin operated rides)

- (b) Children's playground and/or soft play equipment of any nature
- (c) Any equipment and/or amusement that involves the kicking and/or punching of any objects.
- (d) Any equipment and/or amusement that involves the throwing and/or firing of projectiles of any nature.
- (e) Any equipment and/or amusement for use outside the **Insured's Premises**.

### CC990 - Fork-Lift Truck Condition

It is a condition precedent to liability under this **Policy** that the use of fork-lift trucks is subject to the following procedures

1. operatives must be at least 18 years of age
2. operatives must
  - a) complete a training course in the safe use of fork-lift trucks through an Accredited Training Provider belonging to one of the five accrediting bodies as recognised by the Health & Safety Executive and
  - b) complete a refresher course within 5 years of the initial training programme and
  - c) the **Insured** must retain appropriate documentation verifying completion thereof.

### CC991 - Burning and Welding Warranty

The **Insured** hereby warrants that the following special precautions will be complied with on each occasion of any of the following work:

- (a) Work involving the use of any blow lamp, blow torch, flame gun or hot air gun:
  - (i) The area in which work is to be carried out is to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible material;
  - (ii) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
  - (iii) All blow lamps, blow torches and flame guns are to be lit in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
  - (iv) Hot air guns are to be switched off when unattended and immediately after use;
  - (v) During the period of not less than thirty minutes immediately following completion of each period of work, a continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work;
- (b) Work involving any electric, gas or other welding, cutting or portable grinding equipment:

## ENDORSEMENTS

- (i) The area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat;
  - (ii) Wherever practicable, all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;
  - (iii) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
  - (iv) All torches are to be lit and used in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
  - (v) All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use;
  - (vi) A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off; \*
  - (vii) Wherever practicable, gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work;
  - (viii) Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).
- (c) Work involving asphalt or bitumen tar boilers:
- (i) Regulation spill trays are to be used
  - (ii) All tar boilers are to be kept wholly at ground level.
  - (iii) The equipment and work is not to be left unattended at any time whilst in use
  - (iv) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work.
  - (v) Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area

on the other side of any wall or partition).

\*Warranty b (vi) is deemed not to apply when the **Insured** works alone as a sole trader.

### CC992 - Gymnasium Clause

It is a condition precedent to liability under this **Policy** that the use of gymnasiums is subject to the following procedures

- a) all equipment is inspected at least once each week and any defects found are repaired immediately;
- b) the **Insured** shall ensure that all equipment is used in accordance with the manufacturer's instructions
- c) the **Insured** shall obtain a 'Health & Gym experience questionnaire' from all members and/or participants;
- d) where the member and/or participant does not have sufficient experience or fitness level, an adequate induction course shall be provided by the **Insured** for the said member and/ or participant
- e) The **Insured** shall keep a written record in respect of a) to d) which shall be available for inspection by **Insurers** at any reasonable time

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 9 or 10, directly or indirectly resulting from or in consequence of any bodily **Injury** caused by any martial art or contact sport.

### CC993 - Full Repairing Lease Clause

It is a condition precedent to the liability of **Insurers** that all properties that are owned by the **Insured** and leased to tenants are subject to agreements (on a full repairing lease basis) that require the tenant to maintain and repair the property.

### CC994 - Deep Fat Fryer Warranty

It is a condition precedent to the liability of **Insurers** that for any oil and fat frying and cooking ranges and equipment:-

- a) all flues, cooker hoods, grease traps and filters are cleaned not less than once a week and the ducting must be steam cleaned or chemically cleaned along its entire length at intervals not exceeding 6 months.
- b) multi-purpose fire extinguishers or other materials suitable for extinguishing oil and fat fires are maintained ready for immediate use together with fire blanket
- c) thermostatic temperature control or cut-out devices are fitted
- d) oil sumps are emptied weekly
- e) the extractor fan and frying range be serviced annually and a service report be available for inspection by the **Insurers**
- f) a non-combustible receptacle be used to store waste and batter scraps and removed from the **Premises** at the end of each frying session

## ENDORSEMENTS

- g) for an oil or gas fired range, a flame cut-off must be fitted to the hood and ducting must not have been installed within 150mm of any combustible material

### CC995 - Printers Warranty

**Insurers** shall have no liability under this insurance to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of any bodily **Injury**, death, disease, illness or nervous shock, loss, destruction or **Damage** arising from:

- a) the slow sporadic rotation or intermittent movement of a machine intended to place it more advantageously for cleaning or repair whilst guards are removed.
- b) The use of Toluene Di-isocyanate (TN) or other volatile Isocyanates

### CC996 - Mobile Telephone Equipment Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 11, directly or indirectly resulting from or in consequence of any Radio-Frequency Radiation or Electromagnetic Radiation from any Product Supplied.

### CC998 – Leisure Facilities Condition

#### Sauna/Steam Rooms/hot tubs/Jacuzzis

It is a condition precedent to the liability of **Insurers** that the use, operation or provision of Saunas, Steam Rooms, Hot tubs or Jacuzzis are subject to the following condition :

Notices carrying the following wording must be clearly displayed in the area where facilities are provided:

“**You** must not use the Sauna, Steam Room, Hot tub or Jacuzzi if **You**:

- suffer from high or low blood pressure or any heart or circulatory disorder
- suffer from epilepsy or diabetes
- are pregnant
- are prone to dizziness or fainting”

#### Swimming Pools

It is a condition precedent to the liability of **Insurers** that the use or provision of swimming pools is subject to the following conditions:

- 1) the pool should be supervised at all times by a qualified Lifeguard(s)
- 2) all surrounding and/or related areas should have non slip flooring

### CC999 – Non Germination & Incorrect Labelling Exclusion

**Insurers** shall have no liability under this **Policy** to provide any

indemnity or benefit for any legal liability under Sections 10 or 11, directly or indirectly resulting from or in consequence of

- 1) failure or alleged failure of any seed bulb tuber or cutting supplied to germinate or produce the quality or yield of crops intended.
- 2) Incorrect labelling or packing of seeds bulbs tubers or cuttings.

### CC1001 – Depth Limit (2 meters)

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 9 or 10, directly or indirectly resulting from or in consequence of any work carried out at depths exceeding 2 metres.

### CC1002 - Heat Work Away other than by Bona Fide Subcontractors Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on **Premises** owned, leased or rented by the **Insured** or work being carried out by Bona Fide Subcontractors.

### CC1003 - Swimming Pool and Exercise Area Condition

In the event there is a swimming pool, poolside area and/ or exercise room at the insured **Premises**, then it is condition precedent to Underwriter’s liability that:

- access to these facilities is offered to residents only
- all equipment is maintained and serviced in accordance with the manufacturer’s instruction
- appropriate safety signs are provided where necessary that give instructions on the safe use of the pool and/ or equipment
- all equipment is structurally safe being operated and maintained in a safe manner, compliant with the relevant sections of the Health and Safety at Work etc. Act 1974
- users are made fully aware of the pool rules and the need to be responsible for their own safety
- in the absence of a lifeguard, a member of staff is designated as “on call” to respond immediately to any alarm and deal with any emergency. It is essential that such staff are trained in pool rescue, first aid and cardiopulmonary resuscitation (CPR) techniques
- a written safety procedure is displayed at the entrance, changing rooms and poolside. The notice should include (but not be limited to) the following information:-
  - The times when the pool is open
  - A clear warning if the pool does not have a lifeguard
  - Children (under 15 years of age) do not use the pool without

## ENDORSEMENTS

adult supervision

- Non swimmers should not bathe alone
- Locations and use of the rescue equipment
- Location and use of the emergency telephone/alarm and instructions to its use in an emergency

### CC1004 - Safety Harness Warranty

It is warranted by the **Insured** that all persons employed shall be issued with and shall wear fall-arrest equipment consisting of a full body harness, shock absorbing lanyard and connecting hook which conforms to CEN standards when working at heights exceeding 5 metres above the ground.

This warranty shall not apply when the work area, including any access platform or scaffolding, has edge protection consisting of:

- (a) a main guard rail of at least 910mm above the edge;
- (b) a toe board of at least 150mm high;
- (c) an intermediate guard rail or other barrier so that there is no gap of more than 470mm.

### CC1005 - Bona Fide Sub-Contractors Warranty (Amended)

It is warranted by the **Insured** that all sub-contractors that they engage place Insurance with a recognised "A" rated Standard & Poors / A M Best Insurer and maintain employers' liability and public liability policies that provide:

- Employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- Public liability coverage with an indemnity limit of not less than the limits provided by this **Policy**
- An indemnity to the **Insured** as principal

It is further warranted by the **Insured** that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

### CC1006 - Product Source Condition

It is a condition precedent to liability under this **Policy** that all **Products** are sourced from within the European Union, Australia, United States of America or Canada only or have an EU Safety accreditation.

### CC1007 - Abseiling and Cradlework Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of work involving the use of abseiling equipment or cradles by the **Insured**.

### CC1009 - Second Hand and Reconditioned Product Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 11, directly or indirectly resulting from the sale or supply of second hand or reconditioned **Products**.

### CC1010 - Aerial and Underwater Filming Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of work involving aerial or underwater filming or photography.

### CC1011 - Removal and Movement of Vehicle Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of work involving the removal or movement of third party vehicles by the **Insured**.

### CC1012 - Firework and Bonfire Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of fireworks or bonfires.

### CC1013 - Underground Cabling Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10, directly or indirectly resulting from or in consequence of any work involving the laying of underground cables.

### CC1014 - Work in a Confined Space Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of any work undertaken in a confined space, as defined by the Confined Space Regulations 1997.

### CC1015 - Heat Work Away Other than Soldering Iron Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on **Premises** owned, leased or rented by the **Insured**, and other than with the use of soldering irons.

### CC1016 - Aerial Erection above 5 metres Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 9 or 10 directly or indirectly resulting from or in consequence of work undertaken by any person employed when installing or erecting aerials or satellite receiving equipment at a height above 5 metres from the surrounding floor or ground level.



## ENDORSEMENTS

### CC1017 - Spectator Stand Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10, directly or indirectly resulting from or in consequence of the sale, supply, hire and/ or erection of spectator stands.

### CC1018 - Venue Hire Condition

It is a condition precedent to liability under this **Policy** that any venue hired by the **insured** maintains Public Liability insurance with a minimum limit of indemnity of £1,000,000.

### CC1019 - Fishing Lake Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10, directly or indirectly resulting from or in consequence of:

- fishing from boats
- fishing by individuals who are under the age of 15, unless accompanied by an adult.

### CC1020 - Sun Bed and Solarium Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10, directly or indirectly resulting from or in consequence of the use, of sun beds or solariums.

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 11, directly or indirectly resulting from or in consequence of the use, sale or supply of sun beds or solariums.

### CC1021 - Permit to Work Condition

It is a condition precedent to the liability of **Underwriters** that prior to the commencement of work the **Insured** shall obtain their principals written instructions for the work to be carried out and that following completion the principal's written confirmation of acceptance is obtained.

### CC1022 - Tyre Fitting Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the fitting of tyres.

### CC1023 - Use of Firearms Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the use of firearms.

### CC1024 - Products: Animal Feed Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 11, directly or indirectly resulting from the sale or supply of animal feed.

### CC1025 - Dangerous Dogs Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 9, 10 or 11, directly or indirectly resulting from the use, sale, supply or care of dogs defined as dangerous by the Dangerous Dogs Act 1991 or subsequent legislation.

### CC1026 - Pollution Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 10 and 11, directly or indirectly resulting from **Pollution**.

### CC1027 - Nightclub Security Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with nightclub, bars, festivals or door security work.

### CC1028 - Deliberate/ Belligerent Acts Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising directly or indirectly out of or in connection with any act of assault, battery, wounding or false imprisonment. Furthermore indemnity will not be provided in respect of any intentional, wilful, malicious or criminal act.

### CC1029 - Close Protection Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising directly or indirectly out of or in connection with any close security protection.

### CC1030 - Scuba and Sub Aqua Equipment Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the use of scuba or sub aqua equipment.

### CC1031 - Vending Machine Dispatched Product Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 11, directly or indirectly resulting from goods dispatched by vending machines owned or operated by the **Insured**.

### CC1032 - Health and Safety Policy Condition

It is a condition precedent to the liability of **Underwriters** that the **Insured** has an up to date Health and Safety **Policy** in force and that it is communicated to, and acknowledged by, all **Employees**.

### CC1033 - Spraying Condition

It is a condition precedent to the liability of **Underwriters** that whenever the **Insured** or nominated **Employee** is undertaking

## ENDORSEMENTS

spraying or using the spray booth, the following precautions are complied with on each occasion:-

- There be a fan to each booth which exhausts to the open and is always in operation whilst spraying is in progress and for 15 minutes after the spraying has ceased.
- Double globes are provided to all electrical lamps.
- All electric switches must be placed outside and well clear of the spraying booths.
- All spraying booths must be cleaned down at least once a week to remove all deposits thereon.
- No heating appliance involving the use of flame (fire or gas) or exposed electric elements are allowed to be used in or near to the spray booth.
- No smoking or naked lights are to be allowed.
- No cellulose or cellulose varnish be stored except a sufficient quantity for one day's use only.
- All cellulose paints, thinners and other inflammable liquids be kept in a brick or steel cabinet, securely locked and only sufficient quantity for one day's use be removed from such brick or steel cabinet.

### CC1034 - Public Access Condition

It is a condition precedent to the liability of **Underwriters** that any authorised visitor allowed access to the trade **Premises** must be directed to a 'safe area' designated for public use away from the area in which vehicles are worked upon.

### CC1035 - Hazardous Work Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection with work involving

- a) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height when such work forms an ancillary part of a contract for construction alteration or repair
- b) the construction alteration maintenance or repair of bridges viaducts towers, steeples spires pylons chimney shafts blast furnaces mines dams reservoirs ships docks or tunnels or similar structures
- c) underpinning pile driving quarrying tunnelling or water diversion
- d) the use of explosives

### CC1036 - 15m Height Limit Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 9 or 10 directly or indirectly resulting from or in consequence of work undertaken by any person employed at a height above 15 metres

from the surrounding floor or ground level.

### CC1037 - 30m Height Limit Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 9 or 10 directly or indirectly resulting from or in consequence of work undertaken by any person employed at a height above 30 metres from the surrounding floor or ground level.

### CC1038 - Play Equipment Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 11 arising from:

- the use of play equipment owned or operated by the **Insured** by those over the age of 13.
- use of inflatable play equipment

It is a Condition Precedent to liability under this **Policy** that all children's play equipment is maintained to a safe standard and that signs are in place notifying parents/ guardians that the equipment is not supervised by the **Insured** and that children remain the responsibility of their parent/ guardian.

### CC1039 - Removal or weakening of structural support Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10 or 11 directly or indirectly resulting from or in consequence of the removal or weakening of any structural support.

### CC1040 - Excluding Heat other than Blowlamps Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10, directly or indirectly resulting from or in consequence of the performance

of work involving the application of heat other than on **Premises** owned, leased or rented by the **Insured**, and other than with the use of blowlamps.

### CC1041 - Increased Excess for Work Above Ground Level (£1000)

The **Excess** stated in the **Schedule** is increased to £1000 in respect of the first amount of each claim arising out of **Damage** resulting from or in consequence of work undertaken from above the surrounding floor or ground level by any person employed.

### CC1042 - Increased Excess for Water Damage (£2500)

The **Excess** stated in the **Schedule** is increased to £2500 in respect of the first amount of each claim arising out of water **Damage**.

### CC1043 - Plant Hire Exclusion (cranes, demolition, excavation and boring plant)

## ENDORSEMENTS

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10 or 11, directly or indirectly resulting from or in consequence of the hire of cranes, demolition, excavation or boring plant.

### CC1044 - Security Operative Warranty

It is warranted by the **Insured** that all security operatives hold a current Security Industry Licence (SIA).

### CC1045 - Increased Spray Drift Excess (£1500)

The **Excess** stated in the **Schedule** is increased to £1500 in respect of the first amount of each claim arising out of spray drift.

### CC1046 - Excluding Tiling of Swimming Pools

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising directly or indirectly from the tiling of swimming pools.

### CC1047 - Damage to Growing Crops Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of **Damage** to growing crops.

### CC1048 - Excavation Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of excavation work, including the digging of swimming pools.

### CC1049 - Demolition Exclusion other than using hand held tools

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising directly or indirectly resulting from demolition activities, unless undertaken solely using hand held tools.

### CC1050 - Physical Intervention Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising out of or in connection from the following:

- a) Assault and Battery or any act or omission in connection with the prevention or suppression of such acts;
- b) Any defence or indemnity in any action or proceeding alleging such **Damage**

This exclusion applies regardless of the degree of culpability or intent

### CC1051 - Cleaning of Machinery Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising directly or indirectly from the cleaning of machinery by the **Insured**.

### CC1052 - Loss of Keys/ Loss arising from Failure to Secure Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10 or 11 directly or indirectly resulting from the loss of keys or the failure by our **Insured** to adequately secure **Premises**.

### CC1053 - Animal handling Condition Precedent and Exclusion

- It is a condition precedent to liability under this **Policy** that when animals are handled by members of the public:
- The **Insured** or experienced **Employee**/volunteer is in attendance at all times
- anti-bacterial dry gels/sprays are to be provided and used prior to and after any member of the public handles or touches any of the animals
- prominent signs must be displayed advising the public that ' These animals may bite and may carry zoonotic infections if handled'
- **Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10 or 11 directly or indirectly resulting from:
  - the handling of tarantulas/ferrets/scorpions/poisonous frogs or toads
  - the handling of animals by children under the age of 5
  - the handling of animals requiring registration under the Dangerous Wild Animals Act 1976; the Dangerous Wild Animals Act 1976 (Modification) Order 1984; OR the Dangerous Wild Animals (Northern Ireland) Order 2004

### CC1054 - Hazardous Waste Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from the collection and/ or processing of toxic, notifiable or dangerous waste, and/ or clinical waste, as defined in the Hazardous Waste (England & Wales) Regulations 2005, The Hazardous Waste (Northern Ireland) Regulations 2005 and The Special Waste Amendment (Scotland) Regulations 2004.

### CC1055 - Vehicle Dismantling and Waste Retrieval Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Section 10 or 11 directly or indirectly resulting from the dismantling of vehicles or retrieval of parts by members of the public.

### CC1056 - Public Access Condition Precedent

It is a condition precedent to the liability of **Underwriters** that access to the trade **Premises** by members of the general public, other than third party waste carriers, is prohibited.

## ENDORSEMENTS

### CC1057 - Firework Display and Chinese Lantern Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising from the use or release of Chinese Lanterns or Firework Displays

### CC1058 - Clause Rip and Tear Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability arising directly or indirectly from

- i. digging out, removing, or replacing any cement or concrete supplied by the **Insured**
- ii. any claim for rebuilding costs including any loss or expense consequent upon rebuilding which is due to the failure of cement or concrete to fulfil the purpose for which it was applied.

### CC1059 - Courier vehicles in excess of 7.5 tonne Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from the ownership possession or use, by or on behalf of the **Insured** or any persons or party entitled to indemnity of any motor vehicle having a maximum authorised mass exceeding 7.5 Tonnes.

### CC1060 - Hauliers' Spillage & Contamination Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from

- a) the leakage or spillage of any load whilst being delivered into or discharged from the load carrying vehicle operated by the **Insured**

### CC1061 - Car Boot Sale Operator's Condition Precedent

It is a condition precedent to the liability of **Underwriters** that all car-boot stall and pitch holders maintain Public Liability coverage with an indemnity limit of not less than the limits provided by this **Policy**.

### CC1062 - Parent/ Guardian in attendance Condition Precedent

It is a condition precedent to the liability of **Underwriters** that children are attended by either a parent or a guardian.

### CC1063 - Increased Excess for Work Below Ground Level (£1500)

The **Excess** stated in the **Schedule** is increased to £1500 in respect of the first amount of each and every claim arising out of **Damage** resulting from or in consequence of work undertaken below floor or ground level by any person employed.

### CC1064 - Community Centre Condition Precedent

It is a condition precedent to the liability of **Underwriters** that all hirers of the **Insured's** premise maintain Public Liability coverage with an indemnity limit of not less than the limits provided by this **Policy**.

### CC1065 - Children's Playground condition

It is hereby noted and agreed that In the event there is a children play area at the insured **Premises**, then it is condition precedent to Underwriter's liability that:

- all equipment is maintained and serviced in accordance with the manufacturer's instruction
- appropriate safety signs are provided where necessary that give instructions on the safe use of the equipment.
- all equipment is structurally safe being operated and maintained in a safe manner, compliant with the relevant sections of the Health and Safety at Work etc. Act 1974
- all equipment is supervised by a responsible Adult at all times whilst in use.
- children under 12 years of age do not use the equipment without adult supervision

### CC1066 - Carriage of Hazardous Goods Condition

It is a condition precedent to the liability of **Underwriters**

- 1) That all drivers involved in the carriage of hazardous goods are ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) Licensed
- 2) That the **Insured** have an appointed Dangerous Goods Safety Advisor (DGSA) either internally or externally.

### CC1067 - Haulage Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in connection with the following:

1. **Injury** or **Damage** caused by the wrongful delivery or the contamination in transit of any load
2. **Injury** or **Damage** caused by the haulage of hazardous goods
3. Loss of or **Damage** to any goods or their packaging or containers shipped or forwarded by or on behalf of the **Insured**
4. The transportation of goods by road tankers
5. The leakage or spillage of any load whilst being delivered into or discharged from any vehicle operated by the **Insured**
6. **Injury** or **Damage** caused by the wrongful delivery or the contamination in transit of any load
7. **Injury** or **Damage** caused by the haulage of Radioactive

## ENDORSEMENTS

Materials or Explosives

### CC1068 - Woodworking Machinery Exhaust Ventilation Condition

It is a condition precedent to the liability of **Underwriters** that all woodworking machines are fitted with local exhaust ventilation systems that collect dust inside of the **Premises**.

### CC1069 - Lock and Key Replacement

**Underwriters** will indemnify the **Insured** against all sums up to the Limit of Indemnity specified in the **Schedule** which the **Insured** shall become legally liable to pay in the event of their losing keys whilst such keys are in the care, custody or control of the **Insured** or his / her **Employee** in connection with the **Business**, and this occurs during the **Period of Insurance** and within the Territory.

The loss must necessitate the replacement, changing or alteration of locks not belonging to the **Insured** or his / her **Employee**.

### CC1070 - Misuse of Customers' Telephones

**Underwriters** will indemnify the **Insured** against all sums up to the Limit of Indemnity specified in the **Schedule** which the **Insured** shall become legally liable to pay due to any act of fraud, dishonesty or embezzlement in connection with the misuse of customers' telephones by an **Employee** of the **Insured** provided always that

- a) **Underwriters** Liability in respect of the acts of any one **Employee** shall not exceed the Limit of Indemnity specified in the **Schedule** regardless of the period during which the acts were committed.
- b) the **Insured** shall give all reasonable assistance to **Underwriters** in suing for and obtaining reimbursement from any defaulting **Employee** of monies paid or payable hereunder and shall deduct from the amount of the claim any monies payable to the defaulting **Employee** by way of salary or otherwise.
- c) any loss must be discovered and a claim notified to **Underwriters** within 6 months of the incident date(s).

### CC1071 - Increased Excess for Heat Work (£2,500)

The **Excess** stated in the **Schedule** is increased to £2,500 in respect of the first amount of each and every claim arising out of **Damage** resulting from or in consequence of work involving the application of heat, specifically the use of naked flames / spark generating equipment. This will not apply to the use of hot air guns or heat generating equipment.

### CC1072 - Clothing Manufacturers Condition

It is a condition precedent to liability that :

- 1) no garments of material containing rubber or foam plastic be cut out made finished altered or repaired and no rubber solutions solvent benzene naphtha or other mineral or wood spirit be used stored or handled
- 2) no garment fusing processes employing inflammable solvents or flame bonding be carried out
- 3) no electric iron be used which does not feature in integral automatic cut out device and warning lamp

### CC1073 - Efficacy Exclusion

This **Policy** does not apply to liability caused by the failure or alleged failure or unsuitability of any **Products** supplied or contract work executed to perform correctly their or its intended function

### CC1074 - Non Germination & Incorrect Labelling Exclusion

**Insurers** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability under Sections 10 or 11, directly or indirectly resulting from or in consequence of

- 1) failure or alleged failure of any seed bulb tuber or cutting supplied to germinate or produce the quality or yield of crops intended.
- 2) incorrect labelling or packing of seeds bulbs tubers or cuttings.

### CC1075 - Excluding Tour Operators Liability

**Underwriters** shall not be liable in respect of **Injury** loss or **Damage** assumed under the EC Directive 90/134 (Article 5), the UK Package Travel Regulations 1992 or any other subsequent amendments.

### CC1076 - Criminal Records Bureau Warranty

It is hereby understood and agreed that the **Insured** hereby warrants that all **Employees** must be checked by and registered with the Criminal Records Bureau (CRB). Failure to comply with this warranty will render the **Policy** inoperative in the event of a claim

### CC1077 - Motor Cycle Couriers Exclusion

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from Motor Cycle couriers.

### CC1078 - Excluding Road Traffic Act

**Underwriters** shall have no liability under this **Policy** to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from the ownership possession or Use, by or on behalf of the **Insured** or any persons or party entitled to indemnity of any motor vehicle for which compulsory insurance or security is required by legislation.

### CC1079 - Hairdresser/Beautician Treatment Extension

Sections 9 or 10 are extended to include legal liability, directly or

## ENDORSEMENTS

indirectly resulting from or in consequence of treatment rendered by any qualified Hairdresser, Beautician or Operator.

The Assured is indemnified for a Limit of indemnity up to £50,000 any one claim, in the aggregate

For the purpose of this extension Treatment shall mean:

1. Washing cutting, styling and drying of the hair
2. Tinting, dyeing, bleaching, permanent waving or special treatment of the hair normally carried out by a hairdresser
3. Eyebrow and eyelash plucking, shaping and tinting
4. Manicure and pedicure (but not chiropody) including the application of acrylic coatings
5. Normal hairdressing work on wigs and hairpieces
6. Facial Cleansing, Toning
7. Massage, threading and Waxing

For the purpose of this extension Qualified Hairdresser, Beautician or Operator shall mean:

Any person 18 years or over who has either:

- a) More than 3 years continuous experience of professional hairdressing or
- b) Completed 2 years technical college training in hairdressing.

### **CC1080 - Exclusions to Hairdressers section;**

**Underwriters** shall not be liable for any claim arising out of or attributable to:

1. Application by the **Insured** or any one acting on behalf of the **Insured** or use upon the **Insured's** advice or any one acting on the **Insured's** behalf of any lotion, hair dye or other preparation wholly or partly manufactured, produced, mixed or treated in any way by the **Insured** or anyone acting on behalf of the **Insured**.
2. Use contrary to the makers or vendors instructions as regards failure to make the prior skin tests before use and/or subsequent procedures required or recommended by them in respect of any lotion hair dye or other preparation
3. Any Treatment carried out by any person other than a Qualified Hairdresser or Operator except:
  - a) The washing and drying of hair, hairpieces and wigs
  - b) Whilst such person is under the direct and continuous supervision of a Qualified Operator

## ENDORSEMENTS

# ENDORSEMENTS



## COMPLAINTS PROCEDURE

If **You** have a Complaint which relates to either **Your Policy** or to a claim which **You** have submitted under **Your Policy** then please raise this in the first instance with Intasure who will aim to resolve **Your** concerns by close of the next **Business** day.

If Intasure is unable to deal with **Your** concerns the matter will be forwarded onto **Your Insurer** via Intasure. Address is:

The Managing Director  
Intasure  
**Oakhurst House**  
77 Mount Ephraim  
Tunbridge Wells  
TN4 8BS

Tel: +44(0)208 274 6777  
Policy Queries Email: [admin@intasure.com](mailto:admin@intasure.com)  
Claims Email: [claims@intasure.com](mailto:claims@intasure.com)

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so by referring the matter to the Complaints team at Lloyd's:

Complaints  
Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent, ME4 4RN  
Tel No: +44 (0)20 7327 5693  
Fax No: +44 (0)20 7327 5225  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of the Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service (FOS)  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (if calling from a landline) or

0300 123 9123 (if calling from a mobile, mobile users may be charged), (same rate as 01 or 02 numbers on mobile phone tariffs).  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £2 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint. The FOS will only consider **Your** complaint if **You** have given Intasure or the underwriter the opportunity to resolve it.

### Financial Services Compensation Scheme (FSCS)

All the **Insurers** on the Intasure Buy To Let **Policy** are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of **Business** or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim..

Further information about the compensation scheme can be obtained from Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Tel: 0800 678 1100 or 020 7741 4100  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

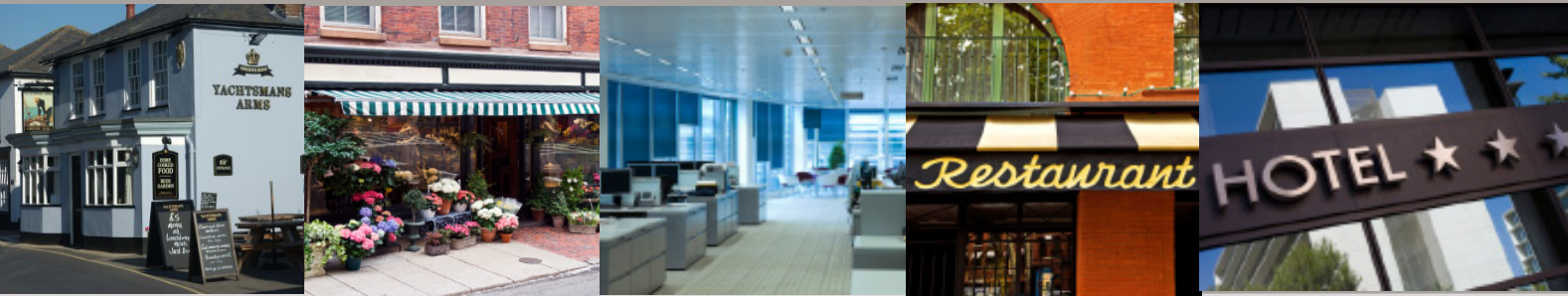


**ENQUIRIES: +44 (0)345 111 0670**

Monday - Friday 9am - 5.30pm

**CLAIMS: +44 (0)345 073 7147** (24 hours)





**ENQUIRIES: +44 (0)345 111 0670**

Monday - Friday 9am - 5.30pm.

**CLAIMS: +44 (0)345 073 7147** (24 hours)

**Intasure**

Oakhurst House

77 Mount Ephraim

Tunbridge Wells

TN4 8BS

Intasure® is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. [www.intasure.com/business](http://www.intasure.com/business)