

# Construction Combined

## Policy document



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# Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## **How you can contact us**

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

# Important notes

## **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

## **Claims history**

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

## **Employers' Liability Tracing Office (ELTO)**

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

# Our complaints procedure

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567 (free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

# Your Construction Combined policy

This Policy is a contract between the Insured as stated in the Schedule (also referred to as you, your, yours or yourselves) and Zurich Insurance Company Ltd (also referred to as the Insurers, we, us, our or ours).

This Policy and any Schedule, Endorsement and Certificate should be read as if they are one document.

We will insure you under those Sections stated in the Schedule during any Period of Insurance for which we have accepted your premium. Our liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this Policy, the Schedule or any Endorsement to this Policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

## **Law applicable to this contract**

In the UK the law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address stated in the Schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

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

Please read this Policy and any Schedule, Endorsement and Certificate carefully and if they do not meet your needs return them to us or your broker or insurance intermediary.

# Section A – Material Damage

In the event of the Property Insured described in the Schedule being lost, destroyed or damaged by any of the Perils specified in the Schedule during the Period of Insurance the Insurers will pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Insurers' option reinstate or replace such property or any part of it.

Provided always that the liability of the Insurers under this Section shall not exceed:

- a) in the whole the Total Sum Insured or in respect of any item its sum insured or any other limit of liability stated in the Schedule at the time of the loss, destruction or damage
- b) the sum insured (or limit) remaining after deduction for any other loss, destruction or damage occurring during the same Period of Insurance, unless the Insurers shall have agreed to reinstate any such sum insured (or limit).

## Definitions

### 1 Property Insured

#### a) Buildings

Buildings described in the Schedule and including:

- i) landlords' fixtures and fittings
- ii) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
- iii) walls, gates and fences
- iv) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of the Insured's responsibility
- v) yards, car parks, roads, pavements, forecourts, all constructed of solid materials.

#### b) Contents

Contents therein and thereon the property of the Insured or held by the Insured in trust for which the Insured is responsible including:

- i) tenants' improvements, alterations and decorations
- ii) so far as they are not otherwise insured, employees', directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding £500 in respect of any one person
- iii) Contents of outbuildings
- iv) Contents in the open yards

but excluding:

- i) landlords' fixtures and fittings
- ii) stock and materials in trade
- iii) money and stamps (including National Insurance stamps) in excess of £500
- iv) documents, manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
- v) computer systems records except for an amount not exceeding £10,000 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
- vi) any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records
- vii) vehicles licensed for road use including accessories thereon.

#### c) Stock

Stock and materials in trade therein and thereon the property of the Insured or held by the Insured in trust for which the Insured is responsible.

#### d) Miscellaneous

As described under the heading 'Description' in the Schedule.

### 2 Damage

'DAMAGE' in capital letters shall mean loss or destruction of or damage to the Property Insured.

## Clauses applicable to Section A

### 1 Architects', surveyors', legal and consulting Engineers' fees

- a) The insurance by each item on Buildings or Contents includes an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' Fees.
- b) The insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of Property Insured consequent upon its DAMAGE but not for preparing any claim, it being understood that the amount payable under the item shall not exceed in total its sum insured.

### 2 Automatic reinstatement of loss

In the absence of written notice by the Insurers or the Insured to the contrary the insurance hereby shall not be reduced by the amount of any loss in consideration of which the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance provided always that:

- a) the aggregate of the amounts so reinstated for losses by Theft during any one Period of Insurance shall not exceed the amount of the sum insured
- b) the Insured shall take immediate steps to effect such additions to or variations in the protections of the Property Insured as the Insurers may require.

### 3 Capital additions

This Section shall subject to its terms and conditions include:

- a) any newly acquired Buildings and Contents in the United Kingdom in so far as the same are not otherwise insured; and
- b) alterations, additions and improvements to Buildings and Contents

but not in respect of any appreciation in value during the current Period of Insurance at any of the premises hereby insured provided always that:

- i) at any one situation this cover shall not exceed 10% of the Total Sum Insured on such property or £500,000 whichever is the lesser
- ii) the Insured undertakes to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Insurers' liability
- iii) the provisions of this clause shall be fully maintained notwithstanding any specific insurance effected under ii) above.

### 4 Contract price

In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which, following DAMAGE insured hereby, is cancelled by reason of its conditions wholly or to the extent of the DAMAGE, the liability of the Insurers shall be based on the contract price.

### 5 Contracting purchasers

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

### 6 Customers' goods

The Insured having intimated to their customers that they will accept responsibility for loss or damage to goods the property of such customers or for which the said customer may be legally responsible whether manufactured by the Insured or not, upon which work is to be, is being or has been done on behalf of customers by the Insured or which may be left in the Insured's custody it is agreed that all such goods shall be held to be insured by the item(s) on the Schedule relating to Stock except in so far as they may be more specifically insured elsewhere.

### 7 Designation

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

## 8 Fire extinguishment expenses

The Insurers will pay the reasonable costs incurred by the Insured in:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where water costs are metered
- e) resetting fire and intruder alarms

all in consequence of DAMAGE insured hereby.

## 9 Index linking

Where so indicated in the Schedule to this Section the sum insured will be adjusted during the Period of Insurance in accordance with fluctuations in suitable indices of cost.

In the event of loss the sum insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided always that repair or reinstatement is carried out without unreasonable delay.

The premium will remain unchanged during the Period of Insurance but at each renewal the premium will be calculated on the revised sum insured.

## 10 Landscaped gardens

This Section includes costs and expenses incurred with the consent of the Insurers in making good destruction of or damage to landscaped gardens or grounds at the Premises caused by DAMAGE as insured hereby, but excluding:

- a) the cost of movement of soil other than as necessary for surface preparation
- b) the failure of trees, shrubs or turf to become established following replanting
- c) the failure of seeds to germinate.

Provided always that:

- i) the Insurers shall not be liable for the first £1,000 in respect of each and every loss arising from DAMAGE caused by Storm, Flood or Malicious Persons (other than by Fire or Explosion) not acting on behalf of or in connection with any political organisation
- ii) the Insurers' liability any one occurrence shall not exceed £10,000 or 10% of the sum insured by the relevant item, whichever is the lesser.

## 11 Metered water

The Insurers will pay the cost for which the Insured is responsible in respect of loss of metered water.

Provided always that:

- a) the amount payable in respect of any one Premises is limited to such excess water charges demanded by the water authority and resulting from the accidental escape of water from pipes, apparatus or tanks in consequence of DAMAGE insured hereby
- b) the Insurers' liability under this clause any one occurrence shall not exceed £10,000 or 10% of the Sum Insured by this Section, whichever is the lesser.

## 12 Mortgagees and lessors

Any increase in the risk of DAMAGE resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any Buildings insured by this Policy will not prejudice the interest of any mortgagee, freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that the Insurers are notified immediately they become aware of such increase in risk and pay an appropriate additional premium if required.

## 13 Non-invalidating

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

## 14 Other interests

Various parties may have a legal interest in part of the property insured by this Policy and the Insured undertakes to declare the names, nature and extent of any interest of any such parties at the time of the DAMAGE.

## 15 Removal of debris

The insurance by all items of this Section except those applying wholly or in part to Stock if insured, includes costs and expenses necessarily incurred by the Insured with the consent of the Insurers in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping
- d) boarding up

of the portion or portions of the property insured by the said items destroyed or damaged by any peril hereby insured against.

The liability of the Insurers under this clause and the Section in respect of any item shall in no case exceed the sum insured thereby.

The Insurers will not pay for any costs or expenses:

- i) incurred in removing debris except from the site of such property destroyed or damaged and the surface of the area immediately adjacent to such site
- ii) arising from pollution or contamination of property not insured by this Section.

## 16 Rent

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its loss, destruction or damage by a peril hereby insured against 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.

## 17 Stock debris removal costs

Any insurance on 'Stock Debris Removal Costs' applies only in respect of costs and expenses necessarily incurred by the Insured with the consent of the Insurers in removing debris of the portion or portions of the Stock destroyed or damaged by any peril hereby insured against.

The Insurers will not pay for any costs or expenses:

- a) incurred in removing debris except from the site of such property destroyed or damaged and the surface of the area immediately adjacent to such site
- b) arising from pollution or contamination of property not insured by this Section.

## 18 Subrogation waiver

In the event of a claim arising under this Policy, the Insurers agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- a) any Company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to the Insured as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the DAMAGE
- b) any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the DAMAGE
- c) any tenant or lessee in respect of DAMAGE to that part of the Premises in the demise of that tenant or lessee or to those parts of the Premises in which all the tenants have a common interest where the premium has been paid by the tenant or lessee unless such DAMAGE arises out of a criminal or malicious act of the tenant or lessee.

## 19 Temporary removal

The property insured under this Section (other than Stock if insured) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Provided always that:

- a) the liability of the Insurers under this clause in respect of each item of the Section for any DAMAGE occurring elsewhere than at the within mentioned premises shall not exceed 10% of the sum insured by the item
- b) this clause does not apply to property in so far as it is otherwise insured.

## **20 Temporary removal – documents and computer system records**

This Section includes the following whilst temporarily removed to premises not in the Insured's occupation but whilst remaining within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man:

- a) deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to 10% of the total value of such property
- b) computer system records up to 10% of the limit of liability shown in the definition of Contents.

## **21 Trace and access**

In the event of DAMAGE resulting from Escape of Water or Fuel Oil if insured hereby, this insurance includes the costs necessarily and reasonably incurred with the consent of the Insurers in:

- a) locating the source of such DAMAGE
- b) the subsequent making good of damage caused as a consequence thereof

provided always that the Insurers' liability any one occurrence shall not exceed £10,000 or 10% of the Sum Insured by this Section, whichever is the lesser.

## **22 Unauthorised use of electricity, gas or water**

This Section includes the cost of metered electricity, gas or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Premises without the Insured's authority.

Provided always that:

- a) all practicable steps are taken to terminate such unauthorised use as soon as it is discovered
- b) the Insurers' limit of liability under this clause shall not exceed £10,000 any one occurrence or 10% of the sum insured by this Section, whichever is the lesser.

## **23 Workmen**

Workmen are allowed to work in the Buildings for the purposes of effecting any repairs, minor additions and alterations or decorations without prejudice to this insurance.

## **Supplementary Conditions – applicable to Section A**

### **1 Condition of Average (underinsurance)**

The sum insured by each item of this Section (other than those applying solely to fees, rent, removal of debris or private dwelling houses) is declared to be separately subject to Average.

Whenever a sum insured is declared to be subject to Average, if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such sum insured, the amount payable by the Insurers in respect of such DAMAGE shall be proportionately reduced.

For the avoidance of doubt solely in respect of the application of Average to any item under this Policy clause c) iii) of General Condition 1 – Fair Presentation of the Risk will not apply.

### **2 Fire break doors and shutters**

The Insured undertakes to maintain all firebreak doors and shutters within his custody or control in efficient working order and to keep them free from obstruction at all times.

### **3 Fire extinguishing appliances**

The Insured undertakes to have fire extinguishing appliances serviced and maintained under an annual service contract with approved suppliers or as agreed with the Insurers.

Subject to the observance of the above undertaking this Policy shall not be invalidated as a result of any defect in any of the said appliances unknown to or beyond the control of the Insured.

### **4 Security requirements**

- a) Any additional protection required by the Insurers shall be fitted in accordance with their requirements and together with all other devices for the protection of the Property Insured shall be kept in good order and put into full and effective operation whenever the premises are closed for business to customers or callers or are unattended.
- b) All keys including duplicate keys relative to the security of the premises or to any safe or strongroom containing Property Insured shall be removed from the premises whenever they are closed for business or left unattended.

### **5 Unoccupied buildings**

The Insured will notify the Insurers when any Buildings become unoccupied or when an unoccupied Building or portion thereof becomes occupied and will pay a suitable additional premium if required.

The following Supplementary Conditions 6 to 9 (inclusive) are only applicable to Section A if indicated in the Schedule to be operative.

## **6 European Community and Public Authorities (including undamaged property)**

Subject to the following Special Conditions the insurance in respect of Buildings and Contents extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

- a) European Community legislation; or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority

(hereinafter referred to as "the Stipulations") in respect of:

- i) the lost, destroyed or damaged property hereby insured
- ii) undamaged portions thereof

excluding:

- 1) the cost incurred in complying with the Stipulations:
  - A) in respect of DAMAGE occurring prior to the inception of this Supplementary Condition
  - B) in respect of DAMAGE not insured by the Policy
  - C) under which notice has been served upon the Insured prior to the happening of the DAMAGE
  - D) for which there is an existing requirement which has to be implemented within a given period
  - E) in respect of property entirely undamaged
- 2) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- 3) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

### **Special Conditions**

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after 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 the Stipulations so necessitate) subject to the liability of the Insurers under this Supplementary Condition not being thereby increased.
- 2 If the liability of the Insurers under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under this Supplementary Condition (in respect of any such item) shall be reduced in like proportion.
- 3 The total amount recoverable under any item of the Policy in respect of this Supplementary Condition shall not exceed:
  - a) in respect of the lost, destroyed or damaged property, its sum insured
  - b) in respect of undamaged portions of property (other than foundations): 15% of the total amount for which the Insurers would have been liable had the property insured by the item at the Premises where the DAMAGE has occurred been wholly destroyed.
- 4 The total amount recoverable under any item of the Policy shall not exceed its sum insured.
- 5 All the terms and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

## **7 Reinstatement**

Subject to the following Special Conditions the basis upon which the amount payable in respect of Buildings and Contents 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 the requirements of the Insured
  - ii) upon another site
- b) the repair or restoration of property damaged

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

### **Special Conditions**

- 1 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.
- 2 No payment beyond the amount which would have been payable in the absence of this Supplementary 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 at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- 3 All the terms and conditions of the Policy shall apply:
  - a) in respect of any claim payable under the provisions of this Supplementary Condition except in so far as they are varied hereby
  - b) where claims are payable as if this Supplementary Condition had not been incorporated.
- 4 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Supplementary 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 total cost of reinstating the whole of such property at that time.

**Special Condition 4 is not applicable to Buildings and Contents indicated in the Schedule as 'Index Linked'**

## **8 Intruder alarm**

It is a condition precedent to the liability of the Insurers that:

- a) any Intruder Alarm System required by the Insurers at any Premises so indicated in the Schedule shall be:
  - i) installed in accordance with the specification or system record approved by the Insurers and no alteration or variation of the System or any structural alteration to the Premises which would affect the System shall be made without the written consent of the Insurers
  - ii) inspected and maintained in accordance with the Code of Practice under Section 4.2 of BS4737:1986 under contract by an installer included in the official list of Recognised Firms of the National Approval Council for Security Systems (NACOSS) or otherwise approved by the Insurers
  - iii) put into full and effective operation whenever the alarmed portion of the Premises is closed for business or left unattended
- b) all keys of the Intruder Alarm System shall be removed from the Premises whenever they are closed for business or left unattended except that where part of the Premises is occupied residentially by the Insured or an employee of the Insured the said keys shall be removed from the business portion of the Premises.

### **Notes**

- 1 The Intruder Alarm shall not be regarded as effective and immediate advice shall be given to the Insurers if:
  - a) the specification or system record provides for connection to a telephone line direct line or central station warning system and to the Insured's knowledge such line or system is not in full and effective working order or the Insured has had notice of withdrawal of the police or telephone or central station service and such service has actually been withdrawn
  - b) notice has been received from a Local Authority or Magistrate that imposes any requirement for abatement of a nuisance under the terms of the Environmental Protection Act 1990 or any subsequent or other legislation.
- 2 This Condition has continuing effect and its terms should be kept in mind. If circumstances should arise which render the Insured unable to comply with any part the Insurers should be contacted at once to see if help can be given to obtain reinstatement of cover.
- 3 Breach of this Condition shall only be relevant to claims in respect of theft or attempted theft of property whilst contained in the Premises at which the breach of Condition has occurred.

## 9 Stock declaration

The premium in respect of Stock is provisional and subject to adjustment as provided below:

- a) the Insured shall declare the value of the Stock within 30 days of either:
  - i) the last day of each calendar month (Monthly); or
  - ii) the last day of the third, sixth, ninth and twelfth calendar month following inception or renewal of the Section (Quarterly)as indicated in the Schedule and if a declaration be not given the Insured shall be deemed to have declared the Sum Insured to be the value
- b) on the expiry of each Period of Insurance, the actual premium shall be calculated at the rate applicable on the total of the amounts declared divided by the number of declarations. If the actual premium be greater than the provisional premium, the Insured shall pay the difference; if it be less the difference shall be paid to the Insured, but such repayment shall not exceed one third of the first or annual premium respectively.

## Glass extension

### Only applicable to the Premises as indicated in the Schedule

In the event of accidental breakage of fixed glass for which the Insured is responsible the Insurers will indemnify the Insured in respect of the cost of:

- a) replacement of such glass with glass of a similar quality or as otherwise recommended by the British Standard Code of Practice BS6262
- b) temporary boarding up necessarily incurred through breakage of the glass
- c) damage to frames and framework of any description and the cost of removing or replacing any Stock or Contents which may have to be removed to replace the glass up to a limit of £500.

This Extension does not cover:

- i) the cost of silvering, embossing, lettering, bending or ornamenting glass in excess of £500 any one loss
- ii) breakage of cracked or scratched glass
- iii) breakage, damage or loss resulting from repairs or alterations to the Premises or whilst the Premises are vacant or unoccupied
- iv) breakage, damage or loss caused by fire, lightning, explosion or earthquake
- v) in respect of each and every loss at each separate Premises the amount stated in the Schedule to be the Excess.

# Section B1 – Business Interruption

In the event of any building or other property used by the Insured at the Premises for the purpose of the Business being lost, destroyed or damaged by any of the Perils specified in the Schedule during the Period of Insurance and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with then the Insurers will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference provided always that:

- a) at the time of the happening of the loss, destruction or damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such loss, destruction or damage and that:
  - i) payment shall have been made or liability admitted therefor; or
  - ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- b) the liability of the Insurers under this Section shall not exceed:
  - i) in the whole the Total Sum Insured or in respect any item its Sum Insured or any other Limit of Liability stated in the Schedule at the time of the loss, destruction or damage
  - ii) the Sum Insured (or Limit) remaining after deduction for any other interruption or interference consequent upon loss destruction or damage occurring during the same Period of Insurance, unless the Insurers shall have agreed to reinstate any such Sum Insured (or Limit).

## Definition

### 1 Consequential loss

'CONSEQUENTIAL LOSS', in capital letters, shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

**All in accordance with the Specification attached to this Policy.**

# Section B2 – Book Debts

In the event of loss or destruction of or damage to the Insured's books of account or other business books or records at the Premises during the Period of Insurance by any of the Perils specified in the Schedule (loss, destruction or damage so caused being hereinafter termed DAMAGE) and the Insured be in consequence thereof unable to trace or establish the Outstanding Debit Balances in whole or in part due to them then the Insurers will pay to the Insured the amount of loss resulting from such DAMAGE in accordance with the provisions herein contained.

Provided always that the liability of the Insurers shall not exceed:

- a) the Total Sum Insured stated in the Schedule at the time of the DAMAGE
- b) the Sum Insured remaining after deduction for any other DAMAGE during the same Period of Insurance, unless the Insurers shall have agreed to reinstate any such Sum Insured.

## Specification

### On Outstanding Debit Balances

### Sum Insured as stated in the Schedule

The insurance hereunder is limited to the loss sustained by the Insured in respect of Outstanding Debit Balances directly due to the DAMAGE and the amount payable in respect of any one occurrence of DAMAGE shall not exceed:

- a) the difference between:
  - i) Outstanding Debit Balances; and
  - ii) the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with the previous consent of the Insurers in tracing and establishing customers' debit balances after the DAMAGE.

Provided always that if the Sum Insured by this Item be less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.

## Definitions

### 1 Customers' accounts

As stated in the Schedule.

### 2 Outstanding debit balances

The total declared in the statement last given under the provisions of Clause 1 adjusted for:

- a) bad debts
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the DAMAGE) to customers' accounts in the period between the date to which the said last statement relates and the date of the DAMAGE; and
- c) any abnormal condition of trade which had or could have had a material effect on the Business

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have applied at the date of the DAMAGE.

## Conditions precedent to liability

### Only applicable if indicated in the Schedule

- 1 It is a condition precedent to the Insurer's liability that the Insured's books of account and other business books and records in which customers' accounts are shown shall be kept in fire-resisting safes or fire-resisting cabinets when not in use.
- 2 It is a condition precedent to the Insurer's liability that duplicate records be kept in a separate building.

## **Clauses applicable to Section B2**

### **1 Declaration and adjustment**

The Insured shall within 30 days of the end of each month deposit with the Insurers a signed statement showing the total amount outstanding in customers' accounts as set out in the Insured's accounts as at the end of the said month.

On the expiry of each Period of Insurance the actual premium for this Section shall be calculated at the rate per cent per annum on the average amount insured, i.e. the total of the sums declared divided by the number of declarations. If the actual premium shall be less than the first premium (or the annual premium in the case of the second and subsequent Periods of Insurance) the difference shall be repaid to the Insured, but such repayment shall not exceed one half of the first or annual premium respectively. If the amount of a declaration exceeds the sum insured applicable at the date of such declaration, or if no declaration be deposited, then for the purposes of this clause only, the Insured shall be deemed to have declared such sum insured.

### **2 Automatic reinstatement of loss**

In the absence of written notice from the Insured or the Insurers to the contrary, in consideration of the insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

### **3 Professional accountants' charges**

The Insurers will pay the reasonable charges payable by the Insured to their Professional Accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the Insurers under the terms of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided always that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the Total Sum Insured hereby.

# Perils applicable to Sections A, B1 and B2

The following Perils are only applicable if indicated in the Schedule of the relevant Section to be operative.

## Short title

### A Fire

FIRE but excluding DAMAGE or CONSEQUENTIAL LOSS caused by:

- a) explosion resulting from fire
- b) earthquake or subterranean fire
- c) i) its own spontaneous fermentation or heating; or  
ii) its undergoing any heating process or any process involving the application of heat.

LIGHTNING

EXPLOSION:

- a) of gas used for domestic purposes only
- b) of boilers used for domestic purposes only; and
- c) in respect of Sections B1 and B2

of any other boilers or economisers on the Premises

but excluding DAMAGE or CONSEQUENTIAL LOSS caused by earthquake or subterranean fire.

### B Theft

THEFT or ATTEMPTED THEFT involving breaking into or out of the Buildings of the Premises by forcible and violent means or ROBBERY or ATTEMPTED ROBBERY committed in the Premises including any directly resulting:

- a) damage to the Buildings of the Premises falling to be borne by the Insured
- b) damage to glass which:
  - i) is accompanied by and directly forms part of other DAMAGE to which this Peril applies; or
  - ii) is accepted by a Police Authority as prima facie evidence of attempted theft within the meaning of this Peril

but only if and so far as the glass is not more specifically insured.

But excluding:

- a) any damage to that part of the buildings of the Premises not occupied by the Insured
- b) any claim in respect of any garden, yard, open place or open sided building and, unless specified in the Schedule, any outbuilding, or any claim in respect of any property contained therein or thereon
- c) any loss or destruction or damage contributed to or caused by:
  - i) fire and in the case of any property in Ireland by explosion
  - ii) any person lawfully on the Premises
  - iii) or arising from riot, strike or civil commotion
- d) theft of the fabric of the Building

In respect of Section A only:

- e) money and stamps (including National Insurance stamps), bonds and securities
- f) for each and every loss at each separate Premises as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

Provided always that the liability of the Insurers during any one Period of Insurance shall not exceed in respect of loss or destruction or damage caused by or resulting from:

- 1 explosion the sum of £10,000 or the Total Sum Insured hereby if less
- 2 impact by any mechanically propelled vehicle the sum of £25,000 or the Total Sum Insured hereby if less.

## Special Clause applying to Peril B

The Insurers will pay to the Insured the reasonable expenses not exceeding £500 incurred for the necessary replacement of locks following the loss of keys to the Premises or to any safe or strongroom therein caused by theft from the premises or from the private residence of the Insured or an authorised employee.

## C Explosion

EXPLOSION excluding:

- a) in respect of Section A:  
DAMAGE caused by or consisting of the bursting by steam pressure of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
- b) in respect of Sections B1 and B2:  
CONSEQUENTIAL LOSS or DAMAGE caused by the bursting by steam pressure of any vessel, machine or apparatus (not being a boiler or economiser on the Premises) in which internal pressure is due to steam only and belonging to or under the control of the Insured.

## D Aircraft

AIRCRAFT or other aerial devices or articles dropped therefrom.

## E1 Riot

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:

- a) DAMAGE or CONSEQUENTIAL LOSS:
  - i) arising from confiscation, requisition or destruction by order of the government or any public authority
  - ii) arising from cessation of work
- b) in respect of Section B1 CONSEQUENTIAL LOSS and Section B2 DAMAGE arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

## E2 Riot and Malicious Persons

RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS or persons taking part in labour disturbances or malicious persons excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS:
  - i) arising from confiscation, requisition or destruction by order of the government or any public authority
  - ii) arising from cessation of work
  - iii) caused (other than by fire or explosion) by malicious persons (not acting on behalf of or in connection with any political organisation) in respect of any building which is empty or not in use for more than 30 consecutive days
- b) as regards DAMAGE (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
  - i) DAMAGE by theft
  - ii) in respect of Section A only:  
for each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess
- c) in respect of Section B1 CONSEQUENTIAL LOSS and Section B2 DAMAGE arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

## F Earthquake

EARTHQUAKE.

## G Subterranean Fire

SUBTERRANEAN FIRE.

## H1 Storm

STORM excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS caused by:
  - i) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam
  - ii) inundation from the seawhether resulting from storm or otherwise

- b) DAMAGE or CONSEQUENTIAL LOSS attributable solely to change in the water table level
- c) DAMAGE or CONSEQUENTIAL LOSS caused by frost subsidence, ground heave or landslip
- d) DAMAGE or CONSEQUENTIAL LOSS in respect of movable property in the open, fences and gates
- e) in respect of Section A only:  
for each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

## **H2 Storm and Flood**

STORM or FLOOD excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS attributable solely to change in the water table level
- b) DAMAGE or CONSEQUENTIAL LOSS caused by frost, subsidence, ground heave or landslip
- c) DAMAGE or CONSEQUENTIAL LOSS in respect of movable property in the open, fences and gates
- d) in respect of Section A only:  
for each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

## **I Escape of Water**

ESCAPE OF WATER FROM ANY TANK APPARATUS or PIPE excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS caused by water discharged or leaking from any automatic sprinkler installation
- b) DAMAGE or CONSEQUENTIAL LOSS in respect of any Building which is empty or not in use for more than 30 consecutive days
- c) in respect of Section A only:  
for each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

## **J1 Impact (Third Party Only)**

IMPACT by any mechanically propelled vehicle or by goods falling therefrom or animal not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees in the course of their employment excluding DAMAGE or CONSEQUENTIAL LOSS in respect of property in transit.

## **J2 Impact**

IMPACT by any mechanically propelled vehicle or by goods falling therefrom or animal excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS in respect of property in transit
- b) in respect of Section A only as regards DAMAGE by mechanically propelled vehicles or animals belonging to or under the control of the Insured or any occupier of the Premises or their respective employees in the course of their employment the amount stated in the Schedule to be the Excess in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance).

## **K Sprinkler Leakage**

ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION in the Premises excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS caused by freezing whilst the Building in so far as it is in the Insured's ownership or tenancy is empty or not in use for more than 30 consecutive days
- b) DAMAGE or CONSEQUENTIAL LOSS caused by explosion, earthquake, subterranean fire or heat caused by fire
- c) in respect of Section A only:  
for each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

## **L Subsidence**

SUBSIDENCE or GROUND HEAVE of any part of the site on which the property stands or LANDSLIP excluding:

- a)
  - i) loss or destruction of or damage to land insured hereby unless also affecting a Building insured hereby
  - ii) CONSEQUENTIAL LOSS in respect of land insured hereby unless a Building at the same Premises used by the Insured for the purpose of the Business is also damaged thereby
- b) DAMAGE or CONSEQUENTIAL LOSS 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
- c)
  - i) DAMAGE; or
  - ii) loss resulting from destruction or damage  
which originated prior to the inception of this cover
- d) DAMAGE or CONSEQUENTIAL LOSS resulting from:
  - i) demolition, construction, structural alteration or repair of any property; or
  - ii) groundworks or excavation  
at the same Premises
- e) in respect of Section A only:  
for each and every loss at each separate Premises as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

# Exclusions applicable to Sections A, B1 and B2

Sections A, B1 and B2 do not cover:

- 1 Loss, destruction, damage, cost or expense occasioned by riot or civil commotion unless these perils are specified in the Schedule and then only to the extent stated
- 2
  - a) in respect of Section A:  
loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by:
    - i) pollution or contamination which itself results from a peril hereby insured against
    - ii) any peril hereby insured against which itself results from pollution or contamination
  - b) in respect of Section B1 and B2:  
loss, cost or expense resulting from pollution or contamination but this shall not exclude loss resulting from destruction of or damage to property used by the Insured at the Premises for the purpose of the Business, not otherwise excluded, caused by:
    - i) pollution or contamination at the Premises which itself results from a peril hereby insured against
    - ii) any peril hereby insured against which itself results from pollution or contamination
- 3 in respect of Section A:
  - a) property which at the time of the happening of DAMAGE is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
  - b) any property more specifically insured by or on behalf of the Insured
  - c) consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under Section A
- 4
  - a) in respect of Section A any loss or destruction of or damage to land
  - b) in respect of Section B1 loss, cost or expense caused by loss or destruction of or damage to land  
other than for an amount of any loss of less than £25,000 in total in any one Period of Insurance in respect of land to a depth of up to one metre, the Insured's own or for which they are responsible, within the perimeter of the Premises.

# Section C – ‘Money’

In the event of physical loss or destruction of or damage to:

- a) ‘Money’
- b) safes or strongrooms which normally contain ‘Money’ caused by theft or attempt thereat
- c) any case bag or waistcoat when such is used for the carriage of ‘Money’
- d) franking machines the property of the Insured or for which the Insured is responsible caused by theft or attempt thereat

occurring within the limits of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man the Insurers will indemnify the Insured against such loss, destruction or damage provided always that the liability of the Insurers in respect of any Item Insured shall not exceed the specified Limit of Liability shown in the Schedule.

Provided always that:

- i) the Insurers’ liability in respect of ‘Money’ in transit by post (insured under Item B.3) shall be limited to £25 per packet while in transit by unregistered post
- ii) whenever the office, room or area in which a safe or strongroom containing ‘Money’ is situated becomes unattended:
  - 1) such safe or strongroom is securely locked, and
  - 2) all keys to such safe or strongroom are removed from the Premises or kept on the person of the Insured or an authorised employee
- iii) the Insured shall keep a complete account of ‘Money’ in transit and on the Premises and shall deposit such record in a secure place other than in a safe or strongroom containing the ‘Money’.

## Definitions

### 1 ‘Money’

‘Money’ shall mean cash, bank and currency notes, postal orders, cheques, banker’s drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings Bonds, luncheon vouchers, trading stamps, Phonecards (excluding Phonecards held in stock for resale), credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by the Insured and VAT purchase invoices, all pertaining to the Business and belonging to or the responsibility of the Insured.

### 2 Business Hours

‘Business Hours’ shall mean any time when the Insured or the Insured’s directors or employees with responsibility for ‘Money’ are in the Insured’s Premises for the purpose of the Insured’s Business.

## Exclusions

This Section does not cover:

- 1 losses in excess of:
  - a) £100 from any unattended vehicle
  - b) £250 from any amusement or vending machine
- 2 loss, destruction or damage caused by or due to:
  - a) the dishonest acts of any person in the employ or service of the Insured not discovered within fourteen days of the actual occurrence thereof
  - b) clerical or accounting errors.

## Extension

### Personal Accident (malicious attack)

If whilst engaged in the Insured's Business any person (called 'the Assured') shall sustain Bodily Injury arising from malicious attack or assault or attempt thereof by any person stealing or attempting to steal 'Money' insured by this Section then the Insurers will reimburse the Insured in respect of payment to the Assured or his/her legal personal representative as the case may require of the sum or sums set out in the Table of Benefits.

### Table of Benefits

If Bodily Injury shall be the sole and immediate cause of:

1	Death	£10,000
2	Loss of Limb and/or Loss of Eye	£10,000
3	Permanent total inability to attend to any occupation or business	£10,000
4	Temporary total inability to attend to Usual Occupation	The Assured's normal weekly wage or salary not exceeding £100 per week

Provided always that:

- a) no Benefit shall be payable until the entire amount thereof has been ascertained and agreed
- b) the Insurers shall not be liable under Benefit 4 to pay for a longer period than 104 weeks in respect of any one accident
- c) if the Insurers are satisfied that the inability is permanent Benefit 3 shall become payable when Benefit 4 is exhausted. The Insurers shall not otherwise be liable to pay more than one Benefit in respect of the same accident. In no case shall more than one Benefit be payable in respect of the same period of time
- d) Benefit shall only be payable provided death or loss occurs or disablement commences within twenty four months of the date of injury.

If the Assured as a result of a malicious attack or assault or attempt thereof shall sustain loss or damage to clothing or personal effects the Insurers will indemnify the Insured in respect of payment made to the Assured to the extent of the loss or damage so sustained but not exceeding in respect of any one such Assured the sum of £250.

### Definitions applicable to the Personal Accident (malicious attack) extension

#### 1 Bodily Injury

Accidental injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

#### 2 Loss of Limb

Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg.

#### 3 Loss of Eye

Permanent and total loss of sight:

- a) in both eyes if the Assured's name is entered on the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale. (This means that the Assured would see at 3 feet what should be seen at 60 feet).

#### 4 Usual Occupation

The occupation or business of the Assured as shown in the Insured's records at the date of the Bodily Injury.

# Section D – Goods in Transit

In the event of:

- a) loss of or damage to:
  - i) Property whilst in or on any road Vehicle operated by the Insured or hauliers or by parcel post or by rail
  - ii) tarpaulin sheets and ropes whilst being carried on any road Vehicle operated by the Insured
  - iii) Personal Effects limited to £250 in total for any one event whilst in any Vehicle operated by the Insured
- b) expenses reasonably incurred in:
  - i) the transfer of Property to another Vehicle and the delivery to the original destination or return to the place of despatch necessitated by fire, collision or overturning of any road Vehicle operated by the Insured
  - ii) the reloading on to any road Vehicle operated by the Insured of any Property which has fallen from such Vehicle
  - iii) the removal of debris and site clearance consequent upon the destruction of or damage to Property
  - iv) breaking up or dismantling the Property
- c) sue and labour costs falling to be paid by the Insured

the Insurers will indemnify the Insured against such loss or damage or expenses or costs occurring whilst in transit within the Territorial Limits.

Provided always that:

- i) the Insurers may at their option indemnify the Insured by payment or by repair reinstatement or replacement
- ii) the liability of the Insurers in respect of any one Item Insured shall not exceed the specified Limit of Liability.

## Definitions

### 1 In transit

'In transit' shall mean being carried from the time the Property is lifted to the time it is unloaded at its destination including:

- a) loading and unloading
- b) the use of recognised 'roll-on, roll-off' vehicle ferries provided no unloading or re-loading of the Vehicle is involved
- c) whilst temporarily housed on or off the Vehicle in the course of the said carriage but excluding any dismantling, installation, erection or testing.

### 2 Property

'Property' shall mean goods belonging to the Insured or for which the Insured is responsible all pertaining to the Business.

### 3 Vehicle

'Vehicle' shall mean a mechanically driven conveyance including trailers whether attached or temporarily detached from the Vehicle during the course of the transit.

### 4 Personal Effects

'Personal Effects' shall mean personal belongings of the Insured's drivers or attendants excluding money, credit cards, car audio equipment, televisions or jewellery.

### 5 Working Hours

'Working Hours' shall mean the whole period during which the Vehicle is being worked by its driver.

### 6 Territorial Limits

'Territorial Limits' shall mean anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including transits there between.

## Security provisions – applicable solely in respect of Vehicles operated by the Insured

### These are only operative if shown in the Schedule

- 1 Whenever a Vehicle operated by the Insured and carrying Property is unattended it shall be protected as follows:
  - a) in Working Hours all doors and windows and other means of access shall be securely fastened and locked
  - b) in Working Hours all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurers shall be switched on and made fully operational
  - c) at all times out of Working Hours:
    - i) all doors and windows and other means of access shall be securely fastened and locked
    - ii) AND either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park
  - d) at all times out of Working Hours:
    - i) all doors and windows and other means of access shall be securely fastened and locked
    - ii) AND either garaged in a securely locked building of substantial construction or placed in a guarded security park
  - e) at all times out of Working Hours all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurers shall be switched on and made fully operational
  - f) at all times out of Working Hours:
    - i) all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurers shall be switched on and made fully operational
    - ii) AND either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park
  - g) at all times out of Working Hours:
    - i) all doors and windows and other means of access shall be securely fastened and locked and the alarm and immobiliser approved by the Insurers shall be switched on and made fully operational
    - ii) AND either garaged in a securely locked building of substantial construction or placed in a guarded security park.
- 2 a) Whenever a Vehicle operated by the Insured is carrying Property it shall be kept under constant guard throughout the whole period of transit by a person duly authorised by the Insured
- b) whenever a Vehicle operated by the Insured is carrying Property within the boundary of the M25 it shall be kept under constant guard by a person duly authorised by the Insured.

## Exclusions

This Section does not cover:

- 1 claims in respect of or arising out of:
  - a) depreciation, delay, inadequate documentation, consequential loss
  - b) wear and tear, breakdown of refrigeration, defective packing, mildew, vermin, contamination
  - c) the carriage of explosives or other dangerous goods
  - d) the carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars and cigarettes, radios, television sets, recorders, digital television decoders, audio equipment, computer games consoles and the like, non-ferrous metals and scrap, coins, money, stamps, stamp collections, bonds and securities, unless specifically agreed and endorsed in the Schedule to this Section
  - e) loss from a soft topped, open topped, open sided or curtain sided Vehicle or trailer caused by theft or attempted theft (unless the Vehicle or trailer is stolen at the same time) or storm
- 2 containers, trailers or demountable vans or the like
- 3 any consequence of riot, strike or civil commotion occurring outside Great Britain the Channel Islands and the Isle of Man, confiscation, nationalisation requisition destruction or damage by any government or local authority.

## Special Conditions

### 1 Reasonable care

The Insured shall exercise due care in the selection and supervision of employees, take all reasonable precautions for the safeguarding and protection of the Property and maintain in good order all Vehicles operated and all locking and other protective devices. Any alarm or immobiliser system shall be serviced and maintained by a qualified person and no alterations to the system shall be made without the approval of the Insurers.

### 2 Condition of Average (Underinsurance)

If the value of the Property contained in any one package or Vehicle and/or trailer and/or container or if the total value at risk at any one location shall at the time of loss or damage thereto exceed the Limit of Liability stated in the Schedule the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

For the avoidance of doubt solely in respect of the application of Average to any item under this Policy clause c) iii) of General Condition 1 – Fair presentation of the risk will not apply.

### Excess

Where an excess is shown in the Schedule to this Section the Insured shall bear such amount in respect of each and every loss after the application of any Condition of Average (Underinsurance).

# Section E – Specified Items ‘All Risks’

In the event of loss of or damage to the Property Insured occurring within the Territorial Limits specified in the Schedule the Insurers will indemnify the Insured against such loss or damage at their option by payment or by repair, reinstatement or replacement but in no circumstances shall the liability of the Insurers exceed in respect of each Item the Sum Insured thereon or the intrinsic value thereof whichever is the lesser.

## Exclusions

This Section does not cover:

- 1 DAMAGE arising from wear and tear or occasioned by moth or vermin or any process of heating, drying, cleaning, dyeing, alteration or repair to which the Property Insured is subjected
- 2 depreciation or electrical or mechanical breakdown
- 3 DAMAGE arising from any act of dishonesty committed or connived at by any person in the employ or service of the Insured
- 4 breakage of china, glass, marble, earthenware or scratching or bruising of furniture, household or musical goods unless caused by accident to the vessel or conveyance in which such property is being carried
- 5 loss of or damage to deeds, bonds, coins, money, securities, stamp collections, plans, patterns, designs, documents of title, contracts or other documents, business books or manuscripts or computer records unless described in the Specification of Property Insured
- 6 loss of any liquid by leakage from the receptacle in which it is contained
- 7 confiscation, destruction or detention by Customs or other Authorities
- 8 in respect of petrol and/or oil installations:
  - a) DAMAGE resulting from flood or atmospheric or climatic conditions other than lightning or hail
  - b) loss of use of the installation or loss of petrol, oil or other Contents thereof
- 9 in respect of cycles:
  - a) loss of or damage to lamps, tyres or accessories unless the cycle itself is lost or damaged at the same time
  - b) DAMAGE whilst being used for racing or pacemaking
- 10 DAMAGE contributed to, caused by or arising from riot, strike or civil commotion occurring outside Great Britain, the Channel Islands and the Isle of Man.

## Special Condition applicable to Section E

### Condition of Average (Underinsurance)

If at the time of the happening of any loss or damage the Sum Insured in respect of the property so lost or damaged shall be less than the intrinsic value of such property the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

For the avoidance of doubt solely in respect of the application of Average to any item under this Policy clause c) iii) of General Condition 1 – Fair Presentation of the Risk will not apply.

## Clauses applicable to Section E

### Index linking

Where so indicated in the Schedule to this Section the sum insured will be adjusted during the Period of Insurance in accordance with fluctuations in suitable indices of cost.

In the event of loss the sums insured will continue to be adjusted in accordance with fluctuations in the Indices during the period necessary for completion of repair or reinstatement provided always that repair or reinstatement is carried out without unreasonable delay.

The premium will remain unchanged during the Period of Insurance but at each renewal the premium will be calculated on the revised sum insured.

## **Definitions**

### **Damage**

'DAMAGE' in capital letters shall mean loss or destruction of or damage to the Property Insured.

### **Property Insured**

The property insured as described in the Schedule.

### **Excess**

Where an excess is shown in the Schedule to this Section the Insured shall bear such amount in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance).

# Section F – Employers’ Liability

If any employee shall sustain any bodily injury or disease caused during any Period of Insurance and arising out of and in the course of his employment by the Insured in the Business the Insurers will indemnify the Insured against all sums for which the Insured shall be liable in respect of any claim for damages for such injury or disease settled or defended with the consent of the Insurers.

The limit of liability under this Section in respect of any one claim against or by the Insured or series of claims against or by the Insured arising out of one cause is stated in the Schedule.

## Extensions applicable to Section F

The insurance under this Section includes the following Extensions.

Provided always that:

- a) the Insurers will not be liable unless the Insurers have the sole conduct and control of all claims covered by these Extensions
- b) these Extensions will not apply to any liability which is covered by any other policy.

### 1 Work overseas

The insurance by this Section shall not apply to nor include liability in respect of any bodily injury or disease caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but this exclusion shall not apply to employees temporarily employed elsewhere provided always that the contract of service or apprenticeship was entered into in the aforesaid countries.

### 2 Definitions of employee

Employee shall mean any person under a contract of service or apprenticeship with the Insured including:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self-employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by the Insured from another employer

working for the Insured in connection with the Business.

### 3 Indemnity to directors and employees

Where specifically requested to do so by the Insured the Insurers will indemnify any director or employee of the Insured in respect of claims made against such director or employee subject to the terms and conditions of the Section.

### 4 Indemnity to Principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurers will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

### 5 Solicitors’ fees

The Insurers will also pay solicitors’ fees incurred with their consent for:

- a) representation at any Coroner’s Inquest or Fatal Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this Section.

### 6 Additional activities

The Business shall include the provision and management of canteen, social, sports and welfare organisations for the benefit of the Insured’s employees and fire, ambulance and security services.

### 7 Private work

This Section applies to private work carried out by employees of the Insured for any director and/or executive of the Insured.

## **8 Indemnity to first aid and medical teams**

This Section extends to indemnify the Insured or any director or employee of the Insured whilst acting as a member of the Insured's first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other employee resulting from treatment given in connection with any bodily injury or disease sustained by such person and arising out of and in the course of the employment of such person by the Insured.

## **9 Health and Safety at Work etc. Act 1974**

This Section subject to its terms and conditions extends to indemnify the Insured or any director or employee of the Insured in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurers' consent to act for or on behalf of the Insured or any director or employee in his defence against a criminal charge brought under:

- a) Sections 36 or 37 of the Health and Safety at Work etc. Act 1974 in respect of an offence as defined in Section 33 of the said Act
- b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the Business involving bodily injury or disease which is or may be the subject of indemnity under this Section including costs of prosecution awarded against such director or employee or the Insured arising from such proceedings.

Provided always that:

- i) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- ii) the Insurers will be under no liability:
  - 1) where the Insured or any director or employee is insured by any other policy
  - 2) where the criminal charge is in respect of any deliberate or intentional criminal act of the Insured or any director or employee
  - 3) in respect of legal fees and expenses which the Insured or any director or employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or employee
  - 4) in respect of fines or penalties of any kind or the costs of appeal against Improvement or Prohibition notices
  - 5) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- iii) The Insured or any director or employee shall give to the Insurers immediate notice of any summons or other process served upon the Insured or any director or employee and of any event that may give rise to proceedings against the Insured or any director or employee.

## **10 Unsatisfied court judgments**

In the event of a judgment for damages being obtained by any employee or the personal representatives of any employee in respect of bodily injury or disease of the employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part six months after the date of such judgment the Insurers will pay to the employee or the personal representatives of the employee at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the employee or the personal representatives of the employee shall assign the judgment to the Insurers.

## **11 Court attendance costs**

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- a) any director or partner of the Insured      £250
- b) any employee      £100

## 12 Corporate Manslaughter and Corporate Homicide Act 2007

This Section extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurer's prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the Business involving bodily injury or disease which is or may be the subject of indemnity under this Section.

Provided always that:

- a) the Insurer's liability under this Extension shall not exceed £5,000,000 in any one Period of Insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the Schedule
- b) this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurers must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) the Insured shall give to the Insurers immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this Extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurers shall be under no liability:
  - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where the Insurers have already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of the Policy the amount paid under that Section will be taken into account in arriving at the Insurer's liability payable under this Extension.

## Exclusions applicable to Section F

### 1 Work offshore

This Section does not indemnify the Insured in respect of any claim(s) for damages for bodily injury or disease caused during any Period of Insurance and sustained by any employee:

- a) on any offshore installation or support or accommodation vessel for any offshore installation; or
- b) in transit to from or between any offshore installation support or accommodation vessel for any offshore installation.

### 2 Motor

This Section does not cover liability for which compulsory motor insurance or security is required under road traffic legislation.

## Provision applicable to Section F

### 1 Terrorism Limitation

The limit of liability payable under this Section in respect of any claim against or by the Insured or series of claims against or by the Insured arising directly or indirectly from Terrorism shall be £5,000,000.

For the purposes of this Provision 'Terrorism' means:

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

In any action or suit or other proceedings where the Insurers allege that by reason of this provision cover is not provided under this Section, the burden of proving that cover is provided under this Section shall be upon the Insured.

## Condition applicable to Section F

### 1 Compulsory Insurance

The Insured must repay the Insurers any amounts which the Insurers are required by compulsory insurance legislation to pay out under this Section to the extent that the Insurers would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this Section.

# Section G – Public and Products Liability

## Sub-section 1 – Public Liability

The Insurers agree to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for:

- a) accidental death of or accidental Personal Injury to any person other than an Employee where such death or Personal Injury arises out of and in the course of the employment
- b) accidental loss of or accidental damage to material property
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way
- d) unlawful detention, imprisonment or arrest

occurring during the Period of Insurance within the Territorial Limits in connection with the Business of the Insured.

The liability of the Insurers under this Sub-section for all compensation payable by the Insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit(s) of Indemnity.

## Exclusions – applicable to sub-section 1

The indemnity granted by this sub-section shall not apply to or include:

- 1 liability arising from the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle or mobile plant:
  - a) which is licensed for road use; or
  - b) for which compulsory motor insurance or security is required; or
  - c) which is more specifically insured.

Provided always that this exclusion shall not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
  - ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
  - iii) the unauthorised movement on the Insured's premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required
- 2 liability arising from the ownership or possession or use by or on behalf of the Insured of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways
  - 3 liability arising from Products after they have ceased to be in the custody or control of the Insured other than food or beverages for consumption on the premises of the Insured or at any other premises where the Insured is carrying on the Business
  - 4 loss of or damage to that part of any property upon which the Insured or any servant or agent of the Insured is or has been working where the loss or damage is the direct result of such work
  - 5 loss of or damage to property belonging to the Insured or held in trust by or borrowed, rented, leased or hired for use by the Insured but this exclusion shall not apply to:
    - a) the personal effects (including vehicles and their contents) of directors, employees and visitors
    - b) buildings or their contents temporarily occupied by the Insured for the purpose of carrying out work therein or thereon
    - c) premises (or fixtures and fittings therein) hired, rented, leased or lent to the Insured other than such loss or damage if liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement

- 6 the first £250 of compensation payable for loss of or damage to material property in respect of any one occurrence or all occurrences of a series arising out of one original cause.

Provided always that the Insured shall indemnify the Insurers in respect of any such amount for which the Insurers have made a payment.

### **Sub-section 2 – Products Liability**

The Insurers agree to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for:

- a) accidental death of or accidental Personal Injury to any person other than an Employee where such death or Personal Injury arises out of and in the course of the employment
- b) accidental loss of or accidental damage to material property

occurring during the Period of Insurance within the Territorial Limits and caused by Products.

The liability of the Insurers under this sub-section for all compensation payable by the Insured in respect of all such death or such Personal Injury and such loss of or such damage to such material property occurring during any one Period of Insurance shall not exceed the Limit(s) of Indemnity.

### **Exclusions – applicable to sub-section 2**

The indemnity granted by this sub-section shall not apply to or include:

- 1 replacing, reinstating, rectifying, recalling or guaranteeing the performance of any Products
- 2 liability arising from any Products:
  - a) which at the time of the contract of sale or supply are knowingly
    - i) sold or supplied for use in craft designed to travel through air or space
    - ii) exported to the United States of America or Canada
  - b) in the custody or control of the Insured.

### **Exclusions applicable to Section G**

The indemnity granted by this Section shall not apply to or include:

- 1 liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement
- 2 liability arising out of professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged
- 3 any Associated or Subsidiary Company of the Insured or Branch Office or Representative of the Insured with Power of Attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- 4 aggravated exemplary vindictive or punitive damages awarded by any Court of Law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- 5 liability directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives
- 6 liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with the Insured's use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which the Insured shall become legally liable to pay as compensation for:
  - i) physical bodily injury or disease
  - ii) physical loss of or physical damage to material property
- b) the Insurers' liability shall not exceed the Limit of Indemnity stated in the Schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one Period of Insurance and will be the maximum the Insurers will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule.

This exclusion is not applicable to the indemnity provided by Extension 13 of this Section.

## Extensions applicable to Section G

The insurance under this Section includes the following Extensions.

Provided always that:

- a) these Extensions are subject to the terms and conditions of this Policy in so far as they can apply
- b) the total liability of the Insurers to pay compensation shall not exceed the Limit(s) of Indemnity under sub-sections 1 and 2 of this Section.

### 1 Legal costs

In addition to the indemnity provided by Sub-sections 1 and 2 of this Section the Insurers will indemnify the Insured in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurers.

Provided always that in the event of the Insurers exercising their right under the Discharge of Liability (Clause No. 1) to pay to the Insured in connection with any claim or series of claims the amount of the Limit(s) of Indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled the Insurers relinquish the conduct and control of and be under no further liability in connection with such claim or claims then the Insurers liability for such legal costs is limited to those costs and expenses incurred prior to the time of such payment.

### 2 Additional benefit

The Insurers will pay the costs incurred with their consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this Section.

### 3 Health and Safety at Work etc. Act 1974 – legal defence costs

The Insurers will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the Business involving Personal Injury which is or may be the subject of indemnity under this Section including:

- a) costs of prosecution awarded against the Insured or any director or Employee of the Insured
- b) legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings.

Provided always that the Insurers shall not be liable under this Extension for the payment of fines and penalties of any kind or the cost of appeal against improvement or prohibition notices.

### 4 Food Safety Act – legal defence costs

The Insurers will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Food Safety Act 1990 or any regulations thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Insured's Business and which relates to any event involving Personal Injury or loss of or damage to material property which is or may be the subject of indemnity under this Section
- b) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- c) the Insurers shall not be liable under this Extension:
  - i) where the Insured, director or Employee is insured by any other policy of insurance
  - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or Employee
  - iii) in respect of legal costs and expenses which the Insured, director or Employee may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or Employee

- iv) in respect of fines or penalties
  - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
- d) the Insured, director or Employee shall give to the Insurers immediate notice of any summons or other process served upon the Insured, director or Employee and of any event that may give rise to proceedings against the Insured, director or Employee.

## **5 Personal representatives**

In the event of the death of the Insured the indemnity provided by this Section shall apply to any personal representative of the Insured in respect of liability incurred by the Insured.

Provided always that such personal representatives shall as though he were the Insured observe, fulfil and be subject to the terms and conditions of this Section.

## **6 Indemnity to directors and employees**

In the event of any claim in respect of which the Insured named in the Schedule hereto would be entitled to receive indemnity under this Section being brought or made against:

- a) any director or Employee of the Insured
- b) any officer, member or Employee of the Insured's social, sports or welfare organisations or first aid, security, fire or ambulance services

the Insurers will indemnify such person if the Insured so requests against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance
- ii) such person shall as though he were the Insured observe, fulfil and be subject to the terms and conditions of this Policy
- iii) the Insurers shall not be liable under this Extension unless the Insurers have the sole conduct and control of all claims.

## **7 Personal liability**

At the request of the Insured this Section shall apply to the personal liability:

- a) of any director or Employee of the Insured or any member of the family of such director or Employee whilst accompanying such director or Employee during temporary visits anywhere in the world in connection with the Business of the Insured
- b) of any member of Sports and Social Clubs operating in connection with the Business of the Insured whilst engaged in club activities.

Provided always that:

- i) this Extension shall not apply to liability more specifically insured under any other insurance
- ii) any person indemnified under this Extension shall as though he were the Insured observe, fulfil and be subject to the terms and conditions of this Section
- iii) the Insurers shall not be liable under this Extension unless the Insurers have the sole conduct and control of all claims.

## **8 Indemnity to Principal**

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurers will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that the Insurers shall not be liable under this Extension unless the Insurers have the sole conduct and control of all claims.

## **9 Libel and slander**

The indemnity provided by Sub-section 1 of this Section extends to indemnify the Insured in respect of legal liability to pay compensation and claimants costs and expenses in respect of claims made against the Insured during the Period of Insurance arising from any act of libel or slander committed or uttered in good faith by the Insured during the Period of Insurance in the course of the Business.

Provided always that:

- a) the indemnity granted by this Extension shall apply solely to the Insured's in-house and trade publications
- b) the liability of the Insurers under this Extension shall not exceed £250,000 in any one Period of Insurance.

## 10 Defective Premises Act 1972

The Insurers will indemnify the Insured against liability at law incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the Insured.

Provided always that the Insurers shall not be liable under this Extension:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

## 11 Cross liabilities

Where this Policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate Policy had been issued to each of them.

## 12 Contingent motor liability (non-owned vehicles)

The Insurers will indemnify the Insured named in the Schedule and no other for the purpose of this Extension in respect of legal liability for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to property arising out of the use of any motor vehicle not the property of nor provided by the Insured and being used in connection with the Business.

Provided always that the Insurers shall not be liable under this Extension:

- a) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon
- b) for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property arising while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## 13 Data Protection

The Insurers will indemnify the Insured for legal costs and expenses incurred with the Insurers' prior consent, and all sums the Insured is required to pay as damages to an individual arising from proceedings brought against the Insured under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

- i) the Insurers shall not be liable under this Extension for:
  - 1) fines, penalties, liquidated, punitive or exemplary damages
  - 2) the costs of notifying any person regarding loss of personal data
  - 3) the cost of replacing, reinstating, rectifying or erasing any personal data
  - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this Extension committed by the Insured
- ii) the liability of the Insurers under this Extension shall not exceed £1,000,000 in any one Period of Insurance.

## 14 Court attendance costs

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- a) any director or partner of the Insured      £250
- b) any employee      £100

## 15 Consumer Protection Act 1987 – legal defence costs

The Insurers will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Insured's Business and which relates to any event involving Personal Injury or loss of or damage to material property which is or may be the subject of indemnity under this Section

- b) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurers shall not be liable under this Extension:
  - i) where the Insured, director or Employee is insured by any other policy of insurance
  - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or Employee
  - iii) in respect of legal costs and expenses which the Insured, director or Employee may be ordered to pay by a Court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or Employee
  - iv) in respect of fines or penalties
  - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
  - vi) unless the Insurers have the sole conduct and control of all claims
- d) the Insured, director or Employee shall give to the Insurers immediate notice of any summons or other process served upon the Insured, director or Employee and of any event that may give rise to proceedings against the Insured, director or Employee.

## **16 Corporate Manslaughter and Corporate Homicide Act 2007**

The Insurers will indemnify the Insured in respect of legal costs and expenses incurred with the Insurer's prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the Business and which relates to any event involving Personal Injury which is or may be the subject of indemnity under this Section.

Provided always that:

- a) the Insurer's liability under this Extension shall not exceed £5,000,000 in any one Period of Insurance or the Limit of Indemnity stated in the Schedule whichever is the lesser. This limit will form part of and not be in addition to the limit of liability stated in the Schedule
- b) this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurers must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) the Insured shall give to the Insurers immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this Extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurers shall be under no liability:
  - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
    - 2) the Food Safety Act 1990 or any regulations made thereunder
    - 3) the Consumer Protection Act 1987 or any regulation made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where the Insurers have already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of the Policy the amount paid under that Section will be taken into account in arriving at the Insurer's liability payable under this Extension.

## 17 Environmental Clean Up Costs

The Insurers will indemnify the Insured in respect of all sums including statutory debts that the Insured is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the Insurers' liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the Insurers will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the Insurers shall be under no liability:
  - i) in respect of Clean Up Costs for damage to the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care, custody or control
  - ii) for damage connected with pre-existing contaminated property
  - iii) for damage caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care, custody or control
  - v) in respect of costs in achieving an improvement or alteration in the condition of the land atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences
  - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident
  - vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
  - viii) in respect of costs for the reinstatement or reintroduction of flora or fauna
  - ix) for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
  - x) in respect of fines or penalties of any kind
  - xi) for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
  - xii) for damage which is covered by a more specific insurance policy
  - xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
  - xiv) for damage caused by disease in animals belonging to or kept or sold by the Insured.

## Definitions applicable to Section G

### 1 Business

In addition to the business stated in the Schedule the following activities shall be included:

- a) maintenance of property and premises owned or occupied by the Insured
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of Employees of the Insured
- c) first aid, security, fire and ambulance services
- d) private work carried out within the Territorial Limits by an Employee of the Insured for any director or senior executive of the Insured
- e) participation in exhibitions within the Territorial Limits.

## **2 Personal Injury**

Personal Injury shall mean bodily injury or disease.

## **3 Employee**

Employee shall mean any person under a contract of service or apprenticeship with the Insured including:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self-employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by the Insured from another employer

working for the Insured in connection with the Business.

## **4 Territorial Limits**

Territorial Limits shall mean:

### **Sub-section 1**

- a) Anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- b) manual and non-manual work carried out during temporary visits anywhere in the world (other than the United States of America or Canada) and
- c) non-manual work carried out during temporary visits to the United States of America or Canada.

### **Sub-section 2**

Anywhere in the world in respect of Products supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## **5 Products**

Products shall mean any commodities or goods or any thing (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the Insured or any structure constructed, erected or installed or contract work executed by or on behalf of the Insured in the course of the Business of the Insured.

## **6 Clean Up Costs**

Clean Up Costs shall mean:

- a) testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

## **7 Remediation**

Remediation shall mean remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

## **8 Enforcing Authority**

Enforcing Authority shall mean any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## **9 Pollution or Contamination**

Pollution or Contamination shall mean:

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or Personal Injury directly or indirectly caused by such pollution or contamination.

## **Clauses**

### **1 Discharge of liability**

The Insurers may at any time pay to the Insured in connection with any claim or series of claims the amount of the Limit(s) of Indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurers relinquish the conduct and control of and be under no further liability in connection with such claim or claims other than the payment of costs and expenses incurred prior to the time of such payment.

## 2 Pollution clause

This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

## Condition applicable to Section G

### 1 Use of heat

It is a condition precedent to the liability of the Insurers under this Section that the following precautions are complied with on each occasion of the use or application of heat (as defined below) by or on behalf of the Insured taking place elsewhere than on the Insured's own premises.

#### **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**

- a) 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 over-lapping sheets or screens of non-combustible material.
- b) At least two 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.
- c) 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.
- d) 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.
- e) A person must be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph e) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

#### **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.

# Section H – Contractors’ ‘All Risks’

## Sub-section 1 – Contract Works

The insurance by this sub-section is in respect of loss of or damage to the Contract Works occurring:

- a) whilst in transit (other than by sea or air) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man to or from the Contract Site
- b) whilst on the Contract Site or adjacent thereto until the issue of a Certificate of Completion or until taken over by the Principal and for fourteen days thereafter where the Insured is required to insure under the terms of the Contract
- c) during the period of maintenance or defects liability not exceeding twelve months
  - i) arising from a cause occurring prior to the commencement of such period; or
  - ii) occasioned by the Insured in the course of any operations carried out by him for the purpose of complying with his obligations under the maintenance or defects liability clause in the Contract.

Provided that the Insured shall demonstrate that any loss or damage which is first revealed during the period of maintenance or defects liability is the responsibility of the Insured under the terms of the Contract.

## Definitions – applicable to section H sub-section 1

### 1 Contract

The agreement under which the Contract Works are undertaken.

### 2 Contract Site

As stated in the Schedule.

### 3 Contract Works

The permanent and temporary works executed in performance of the Contract and materials for use in connection therewith.

### 4 Property Insured

As stated in the Schedule.

## Exclusions – applicable to section H sub-section 1

The Insurers shall not be liable under this sub-section in respect of:

### 1 Existing structures

loss of or damage to any property forming or which has formed part of any existing structure prior to the commencement of the Contract (or Speculative Building as provided for by Extension 3 applicable to sub-section 1)

### 2 Breakdown

loss of or damage to any item of machinery caused by its own breakdown or explosion

### 3 Normal upkeep

the cost of normal upkeep or normal making good

### 4 Limited defective condition

the cost of repairing replacing or rectifying any:

- a) Property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
- b) Property Insured lost or damaged to enable the repair replacement or rectification of Property Insured excluded by a) above.

Part a) above shall not apply to other Property Insured which is free of the defective condition but is damaged as a consequence thereof.

For the purpose of the Policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or part thereof

## **5 Occupation of the works**

loss or damage due to the use or occupancy other than as dwellings or offices of any portion of the permanent works by any owner tenant or occupier other than as herein provided

## **6 Relief under Contract**

loss or damage for which the Insured is relieved of responsibility by the conditions of the Contract

## **7 Non-ferrous metals**

theft of unfixed non-ferrous metals of any description unless at the time of the theft either:

- a) an authorised employee or agent of the Insured is actually on site; or
- b) such property is contained in a securely locked hut or building.

## **Extensions – applicable to section H sub-section 1**

The insurance by this sub-section is extended to cover:

### **1 Free-issue materials**

Free-issue materials supplied by the Principal or his agents and for which the Insured is responsible under the terms of the Contract.

Provided that the total value of all such free-issue materials is included in any declaration made to the Insurers.

### **2 Offsite storage**

Loss or damage as herein provided to the Property Insured whilst in store at any situation in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man other than the Contract Site but not where the value of the Property Insured in store exceeds £250,000 unless the prior consent of the Insurers has been obtained.

Provided that the Insured is responsible for such loss or damage under the terms of the Contract.

### **3 Speculative development including show properties**

Property being built or erected by the Insured other than under Contract. In respect of such property cover shall cease to apply:

in respect of flats or maisonettes from:

- a) the date on which more specific insurance is arranged
- b) three months after the date of Completion of the work of building or erecting the last property in that block of flats or maisonettes

whichever is the earlier

in respect of other property from:

- a) the date such property is sold or let; or
- b) three months after the date of Completion of the work of building or erecting the last property on the contract site

whichever is the earlier.

Completion shall mean completion apart from a prospective purchaser's or tenant's choice of decorations and/or final fitments.

### **4 Principals indemnity**

Any principal in a like manner to the Insured where required by the conditions of the Contract in respect of Contracts undertaken in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man only.

### **5 Expediting expenses**

The costs necessarily and reasonably incurred by the Insured in making temporary repairs and expediting permanent repair including overtime working and the use of rapid transport in consequence of loss of or damage to the Contract Works for which the Insured is indemnified by this sub-section.

Provided that the amount payable shall not exceed fifty percent of the cost of repair had such costs not been incurred.

## **6 Debris removal**

The costs and expenses necessarily incurred by the Insured with the consent of the Insurers in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up propping and fencing off
- d) repairing or cleaning drains sewers service mains and the like and/or dewatering
- e) temporary boarding up of windows following breakage of glass

following loss of or damage to the Contract Works for which the Insured is indemnified by section H sub-section 1.

Provided that the amount payable shall not exceed ten per cent of the Limit of Liability in respect of section H sub-section 1.

## **7 Professional fees**

The cost of architects surveyors consulting engineers and other professional fees necessarily and reasonably incurred in the reinstatement of the Property Insured following loss of or damage to the Contract Works for which the Insured is indemnified by section H sub-section 1 not being fees for preparing any claim.

Provided that the amount payable shall not exceed those authorised by the appropriate professional body.

## **8 Plans**

The cost of rewriting or redrawing documents drawings and business books but only for the value of the materials as stationery and the cost of clerical labour in writing up and not for the value of the information contained therein.

Provided that the amount payable shall not exceed one per cent of the Contract price or £25,000 whichever is the greater.

## **9 Local Authorities clause**

The additional cost of reinstatement following damage to Property Insured for which the Insured is indemnified by this sub-section solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any Municipal or Local Authority or European Union directive.

Provided that:

- a) reinstatement (which may be carried out upon another site subject to the liability not being increased thereby) is carried out without delay
- b) the amount recoverable under this clause shall not include:
  - i) the costs incurred in complying with regulations or bye-laws intimated to the Insured prior to the happening of the damage
  - ii) the costs incurred in respect of undamaged property
  - iii) the amount of any rate tax duty development or other charge which may become payable following compliance with such regulations or bye-laws.

## **10 JCT Contract conditions**

The following where the Insured undertakes a Contract under JCT Standard Form of Building Contract (or the equivalent thereof).

In respect of loss of or damage to the property insured by any of the Specified Perils defined in the above mentioned Standard Form of Building Contract it is agreed that so far as is required by the sub-contract the Insurers will not pursue any rights of subrogation against sub-contractors directly engaged by the Insured.

## **11 Show property contents**

The contents of any show property for which the Insured is responsible on the contract site until:

- a) the date such show property is sold or let; or
- b) three months after the date of Completion of the last property on the contract site

whichever is the earlier.

Provided always that:

- i) the amount payable will not exceed £25,000 in respect of the contents of any one show property; and
- ii) the Insurers shall not be liable for damage to any items of audio-visual equipment, computers, works of art, or antiques.

Completion shall mean completion apart from a prospective purchasers or tenants choice of decorations and/or final fitments.

## **Sub-section 2 – employees personal tools and effects**

The insurance by this sub-section is in respect of loss of or damage to Employees Personal Tools and Effects whilst on the Contract Site or adjacent thereto.

### **Definition applicable to section H sub-section 2**

#### **1 Employees Personal Tools and Effects**

Personal tools and effects the property of the Insured's employees other than motor vehicles precious metals precious stones or articles made therefrom or money.

## **Sub-section 3 – Owned Plant**

The insurance by this sub-section is in respect of loss of or damage to Owned Plant whilst at any situation in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and whilst in transit (other than by sea or air) between such situations.

### **Definition applicable to section H sub-section 3**

#### **1 Owned Plant**

Contractors' plant the property of the Insured or on hire purchase or free loan or leased to the Insured comprising all types of contractors' plant including scaffolding temporary buildings and their contents or as more specifically described in the Schedule.

## **Exclusions – applicable to section H sub-section 3**

The Insurers shall not be liable under this sub-section in respect of:

### **Breakdown**

- 1 loss of or damage to any item of plant caused by its own breakdown or explosion but not loss or damage by any ensuing cause otherwise indemnifiable under sub-section 3

### **Attachments**

- 2 loss of or damage to cutting edges tools trailing cables or flexible pipes other than when such loss or damage results from the total loss of the complete item or items of insured plant

### **Materials Treated**

- 3 loss or damage caused by or arising out of materials treated by the insured plant or by foreign bodies entering the plant with such materials.

## **Sub-section 4 – Hired-in Plant**

The insurance by this sub-section is in respect of:

- a) loss of or damage to Hired-in Plant whilst in the Insured's custody or under his control at any situation in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and whilst in transit (other than by sea or air) between such situations
- b) continuing hire charges in consequence of loss or damage covered under sub-section 4 a) for which the Insured has a legal liability under the terms of his hiring agreement or otherwise.

### **Definition applicable to section H sub-section 4**

#### **1 Hired-in plant**

Contractors' plant hired-in by the Insured but not on hire purchase or free loan to the Insured comprising all types of contractors' plant including scaffolding temporary buildings and their contents or as more specifically described in the Schedule.

## Extension – applicable to section H sub-sections 3 and 4

The insurance by sub-sections 3 and 4 is extended to cover:

### 1 Recovery costs

The costs necessarily and reasonably incurred by the Insured to recover any item of insured plant which has become accidentally immobilised during normal operation.

Provided that:

- a) such costs do not exceed the sum that would have otherwise been payable under the terms of this Policy had such costs not been incurred
- b) the Insurers shall not be liable in respect of the cost of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of insured plant
- c) the Insurers shall not be liable under this Extension in respect of the cost of recovering plant situated underground.

## Exclusions applicable to Section H

This Section does not cover:

### 1 Excess

the amount stated in the Schedule as the Excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this Policy.

It is agreed that any loss of or damage to the Property Insured arising on any Contract Site during any one period of 72 consecutive hours caused by earthquake storm tempest or flood shall be deemed to be a single event and therefore to constitute one occurrence. For the purpose of the foregoing the commencement of any such period shall be decided by the Insured, it being understood and agreed that there shall be no overlapping of any two or more such periods

### 2 Inventory losses

loss of the Property Insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the Property Insured due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Procedure Condition including reporting the matter to the Police

### 3 Motor vehicles

loss of or damage to any mechanically propelled vehicle other than any such vehicle not more specifically insured and which is:

- a) not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation; or
- b) designed or adapted primarily for use as a tool of trade

### 4 Multiple lifts

loss or damage arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with British Standard Code of Practice For The Safe Use of Cranes – BS7121

### 5 Waterborne risks

loss of or damage to any airborne or waterborne vessel or craft marine rig platform or property situated on any such vessel craft rig or platform

### 6 Wear and tear

the cost of rectification or making good of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidisation or scratching of painted or polished surfaces

### 7 Wilful act

loss or damage caused by the wilful act or wilful neglect of the Insured

### 8 Water table level

loss or damage attributable solely to a change in the water table level

### 9 Pollution

loss or damage caused by pollution or contamination other than loss of or damage to the Property Insured caused by pollution or contamination

## 10 Consequential loss

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein

## 11 Nuclear site risks

loss of or damage to any:

- a) Nuclear Material
- b) property in the high radioactivity zone of a nuclear reactor or in any area where the level of radioactivity requires the provision of a biological shield
- c) Contract Works, not being property described by part b) of this exclusion, for construction erection installation repair maintenance or decommissioning of or in or on any building or plant which has been used is used or is designated to be used for the Production Use or Storage of Nuclear Material other than with the prior agreement of the Insurers.

### Definitions

'Nuclear Material' shall mean:

- a) nuclear fuel (other than natural uranium and depleted uranium) capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor either alone or in combination with some other material
- b) radioactive products or waste produced in or any material made radioactive by exposure to the radiation incidental to the production or use of nuclear fuel not including fabricated radioisotopes.

'Production Use or Storage of Nuclear Material' shall mean the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

## Limit of liability

The amount of liability under this Section shall not exceed in addition to the amounts stated in the Extensions:

### Section H sub-section 1

The Sum Insured stated in the Schedule.

If the value of any insured Contract (including the value of Free-issue Materials) increases after its commencement to an amount in excess of the Sum Insured shown in the Schedule the Sum Insured shall be automatically increased by up to twenty per cent in respect of any such Contract

Where the Sum Insured is reduced by payment made hereunder the Sum Insured shall be reinstated provided the Insured shall pay such additional premium as may be required by the Insurers which additional premium shall be disregarded for the purpose of any adjustment of premium under this Policy.

### Section H sub-section 2

- a) In respect of any one item of Property Insured the market value of the item at the time of the loss or damage
- b) in respect of any one employee the sum of £500
- c) the Sum Insured stated in the Schedule.

### Section H sub-section 3

- a) In respect of any one item of Property Insured the market value of the item at the time of the loss or damage
- b) the Sum Insured stated in the Schedule.

### Section H sub-section 4

- a) In respect of sub-section 4 a) the Sum Insured stated in the Schedule
- b) in respect of sub-section 4 b) the Sum Insured stated in the Schedule provided that the period in respect of which payment is made hereunder shall commence twenty four hours after the occurrence of the loss or damage and be limited to the Indemnity Period stated in the Schedule.

In addition under sub-section 4 the Insurers will where legal proceedings have been defended with its written consent pay all legal charges for which the Insured may be liable.

## Conditions

### 1 Stoppage of work

In the event of stoppage of work by the Insured on the Contract Site from any cause for a period of three consecutive months cover under section H sub-section 1 shall be suspended unless its continuance be agreed in writing by the Insurers.

In the event of such total or partial cessation of work the Insured shall use due diligence and do all things reasonably practicable to protect the Property Insured.

### 2 Series defects

If the development or discovery of a defect in any part of the Property Insured by section H sub-section 1 shall indicate or suggest that similar defects exist in other parts of the said property the Insured shall forthwith investigate and if necessary rectify the defects in such other parts at his own expense or alternatively bear all losses arising out of the said defects.

### 3 Hiring out

Under section H sub-sections 3 and 4 in the case of plant hired out by the Insured the conditions of such hirings shall be no less onerous than the standard conditions of The Construction Plant-Hire Association except as agreed by the Insurers.

### 4 Joint Code of Practice

In respect of all Contracts for which the estimated Contract price is £2,500,000 or more, the Insured undertakes to comply with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation hereinafter referred to as The Joint Code.

For the purpose of The Joint Code if the estimated Contract price exceeds £20,000,000 it shall be deemed to be a Large Project.

The appointed representative of the Insurers shall have the right at all reasonable times to enter and inspect the Contract Site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code.

In the event of the Insurers becoming aware of a breach of The Joint Code the Insurers may inform the main/management contractor's site management of the nature of the breach specifying the remedial measures required by the Insurers (the Remedial Measures) and the period within which these must be completed.

Where the Insurers consider such a breach is of sufficient importance the Insurers may confirm the same by notice in writing (the Notice) to the employer and the main/management contractor and the first named party forming the Insured when this is not the employer or the main/management contractor at their respective addresses nominated by the Insured at the inception of cover or as subsequently amended.

Under the terms of this or any subsequent notice the Insurers may suspend or cancel all cover at the Contract Site concerned from the date named in the Notice not being a date earlier than the date named for completion of the Remedial Measures it being understood that upon suspension such cover shall be reinstated when the Insurers are satisfied that the Remedial Measures have been completed. Such Notice shall be given by registered post recorded delivery facsimile transmission or by hand.

This Condition shall not in itself be considered a condition precedent to liability but its inclusion shall not prejudice waive or remove the rights of the Insurers under the terms of this Policy.

In the event of cancellation only the Insurers agree to return to the Insured a pro-rata proportion of the relevant part of the Policy premium.

# General exclusions

This Policy does not cover:

## 1 Communicable diseases

(applicable to Sections A, B1, B2, C, D, E and H only)

any loss, destruction, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a Communicable Disease; or
- b) the fear or threat (whether actual or perceived) of a Communicable Disease

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply in respect of and only to the extent of any cover expressly stated in the Schedule as being provided under the endorsement applicable to Section B1 titled Named/Notifiable Diseases, Vermin, Defective Sanitary Arrangements, Murder and Suicide (if operative).

## 2 Date related performance and functionality

loss, destruction or damage, additional expenditure or extra expenses, legal liability, fees, costs, expenses, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or consisting of or arising in whole or in part from:

- a) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any Data Processing System responding to or dealing in any way with:
  - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - ii) any data not denoting a calendar date or dates as if such data did denote a calendar date or dates

whether such Data Processing System is the property of the Insured or not but this will not exclude subsequent loss, destruction or damage or consequential loss arising therefrom which itself results from a Defined Peril

This General Exclusion is not applicable to:

- a) the Personal Accident (Malicious Attack) Extension under Section C
- b) Section F
- c) Section G

## 3 Electronic risk

(applicable to Sections A, B1, B2 C, D, E and H only)

- a) loss, destruction or damage caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack to any computer or other equipment or component or system or item which processes, stores, transmits retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
- b) loss, cost or expense directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack

but this will not exclude loss, destruction or damage or consequential loss arising therefrom which results from a Defined Peril including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence

## 4 Northern Ireland civil commotion

(applicable to Sections A, B1, B2, E and H only)

loss, destruction, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

## 5 Nuclear and war risks, government or public authority order and sonic bangs

death, injury, disablement or loss, destruction or damage to any property or any loss or expense resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, Nuclear Reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
  - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
  - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

a), b), c) and d) will not apply to Section F except where the Insured have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury.

e) and f) will not apply to Section F.

## 6 Terrorism

(applicable to Sections A, B1, B2, E and H only)

loss, destruction, damage, cost or expense occasioned by or happening through or in consequence directly or indirectly of Terrorism.

In any action, suit or other proceedings where the Insurers allege that by reason of this General Exclusion cover is not provided under this Policy the burden of proving that such loss or damage, expense or consequential loss is covered shall be upon the Insured.

## Definitions

For the purposes of these General Exclusions the following definitions shall apply:

### Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### Data Processing System

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

### Defined Peril

Fire, lightning explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank, apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

## **Hacking**

Unauthorised access to any computer or other equipment or component or system or item which process, stores, transmits, retrieves or receives data.

## **Nuclear Installation**

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

## **Nuclear Reactor**

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

## **Terrorism**

- a) In respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

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

- b) in respect of any occurrence elsewhere than as described in a) above:

any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

## **Virus or Similar Mechanism**

Program code, programming instruction or any set of instruction intentionally constructed with the ability to damage, interfere with or otherwise adversely affect the computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

# General conditions

## 1 Fair presentation of the risk

- a) At inception and renewal of this Policy and also whenever changes are made to it at the Insured's request the Insured must:
- i) disclose to the Insurers all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation by the Insured is proven by the Insurers to be deliberate or reckless the Insurers may from the relevant date specified in clause d):
- i) treat this Policy as if it had not existed; and
  - ii) not return the premium paid by the Insured.
- c) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this Policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what the Insurers would have done if the Insurers had known about the facts which the Insured failed to disclose or misrepresented:
- i) if the Insurers would not have provided the Insured with the cover the Insurers will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
  - ii) if the Insurers would have applied different terms to the cover the Insurers will have the option to treat this Policy as if those different terms apply; and/or
  - iii) if the Insurers would have charged the Insured a higher premium for providing the cover the Insurers will charge the Insured the additional premium which the Insured must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. The Insurers may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) Where this Policy provides cover for any person other than the Insured and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the Insurers will not invoke the remedies which might otherwise have been available to the Insurers under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the Insured.

Provided always that if the person concerned or the Insured acting on their behalf makes a careless misrepresentation of fact the Insurers may invoke the remedies available to the Insurers under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected

## 2 Reasonable care

The Insured shall take all reasonable steps to:

- a) protect the Property Insured
- b) comply with statutory enactments, bye-laws and any other obligations and regulations imposed by any authority
- c) employ only competent employees
- d) prevent accidents
- e) maintain all ways, works machinery and plant in sound condition.

In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

### **3 Change in circumstances**

The Insured must notify the Insurers as soon as possible during the Period of Insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the Insurers will be entitled to vary the premium and terms for the rest of the Period of Insurance. If the changes make the risk unacceptable to the Insurers then the Insurers may no longer be able to provide the Insured with cover.

If the Insured does not notify the Insurers of any such change this Policy may be affected in one or more of the following ways depending on what the Insurers would have done had the Insurers known about the change in circumstances:

- a) if the Insurers would not have continued to provide the Insured with any cover the Insurers may treat this Policy as if it did not exist from the date of the change in circumstances; or
- b) if the Insurers would have applied different terms to the cover the Insurers may treat this Policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if the Insurers would have charged the Insured a higher premium for providing the cover the Insurers will charge the Insured the additional premium which the Insured must pay in full.

### **4 Fraudulent claims**

If the Insured or anyone acting on the Insured's behalf:

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or
- e) realises after submitting what the Insured reasonably believed was a genuine claim under this Policy and then fails to tell the Insurers that the Insured has not suffered any loss or damage; or
- f) suppresses information which the Insured knows would otherwise enable the Insurers to refuse to pay a claim under this Policy

the Insurers will be entitled to refuse to pay the whole of the claim and recover any sums that the Insurers have already paid in respect of the claim.

The Insurers may also notify the Insured that the Insurers will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the Insurers terminate this Policy under this condition the Insured will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person's claim and references to this Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

### **5 Cancellation**

The Insurers may cancel this Policy or any Section or part thereof by giving fourteen days notice in writing by special delivery mail to the Insured at the Insured's last known address and in such event the Insured will be entitled to a return of premium in respect of the unexpired portion of the Period of Insurance.

### **6 Arbitration**

If the Insurers admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the Insured and the Insurers in accordance with the law at the time. The Insured may not take any legal action against the Insurers over the dispute before the arbitrator has reached a decision.

### **7 Legal representatives**

In the event of the death of the Insured the Insurers will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe, fulfil and be subject to the terms and conditions of the Policy insofar as they can apply.

## 8 Premium adjustment

If any part of the premium is calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurers to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurers such particulars and information as the Insurers may require. The Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject always to the minimum premium stipulated.

## 9 Claims procedures

- a) On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the Insured shall:
  - i) as soon as reasonably possible give notice to the Insurers
  - ii) as soon as reasonably possible notify the Police in respect of any loss or damage by theft or attempted theft or by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons
  - iii) as soon as reasonably possible forward to the Insurers any writ or summons issued against the Insured by a third party
  - iv) take action to minimise the loss or damage and to avoid interruption or interference with the Business and to prevent further damage or injury
  - v) at his own expense and within:
    - 1) seven days of loss or damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
    - 2) thirty days of expiry of the Indemnity Period in respect of Section B1
    - 3) thirty days of any other loss or damage interruption or interference with the Business or injury or diseasesupply full details of the claim in writing to the Insurers together with any evidence and information that may be reasonably required by the Insurers for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith
  - vi) preserve any damaged or defective property which might prove necessary as evidence for examination by the Insurers' representative
- b) No settlement, admission of liability, payment or promise of payment shall be made to a third party without the consent of the Insurers.

## 10 Insurers' rights

The Insurers shall:

- a) be entitled to take over the defence or settlement of any claim made upon the Insured by any other party and the Insured shall give all assistance as may be reasonably required by the Insurers
- b) have the right to enter the premises where the loss or damage has occurred and to keep possession of any of the Property Insured and to deal with the salvage in a reasonable manner but the Insured shall not be entitled to abandon any property to the Insurers
- c) be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this Policy and the Insured shall give all assistance as may be reasonably required by the Insurers
- d) at its option indemnify the Insured by payment, reinstatement, replacement or repair in respect of any property lost or damaged or part thereof. If the Insurers elect to reinstate or replace any property they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the Items insured more than the sum insured thereon.

## 11 Contribution

If in the event of a loss, damage or liability under this Policy there shall be in force any other insurance providing cover against such claim:

- a) the liability of the Insurers shall be limited to its rateable proportion of such claim
- b) but which is subject to any provision excluding it from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the claim then the liability of the Insurers shall be limited to such proportion of the claim as the sum insured bears to the value of the property.

## **12 Payment by instalments**

Reference to the payment of premium includes payment by monthly instalments. If the Insured pays by this method this Policy remains an annual contract.

## **13 Contractual right of renewal (tacit)**

If the Insured pays the premium to the Insurers using the Insurers' Direct Debit instalment scheme the Insurers will have the right (which the Insurers may choose not to exercise) to renew this Policy each year and continue to collect premiums using this method. The Insurers may vary the terms of this Policy (including the premium) at renewal. If the Insured decides that they do not want the Insurers to renew this Policy provided the Insured tells the Insurers (or the Insured's broker or insurance intermediary) before the next renewal date the Insurers will not renew it.

## **14 Sanctions**

Notwithstanding any other terms of this Policy the Insurers will be deemed not to provide cover nor will the Insurers make any payment or provide any service or benefit to the Insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.







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