Insolvency Open Cover

Master Policy Wordings
October 2015

Insolvency Risk Services is a trading name of AUA Insolvency Risk Services Limited which is authorised and regulated by the Financial Conduct Authority under reference number 471561.
This policy is a contract between you and us and is based on the information you have given on your proposal and any other information you have supplied.

We have agreed to insure you under the conditions and exclusions in this policy and any endorsements.

We will indemnify you by payment, repair or reinstatement for any liability, loss, damage, accident or injury that happens during the period of insurance for which you have paid or agreed to pay the premium.
Important
This policy is a legal contract and it is important that you read it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let your insurance adviser know immediately.

We would remind you that you must tell us immediately of any facts or changes which might affect our assessment or acceptance of this insurance. If you do not disclose all relevant facts you may invalidate your policy or your policy may not operate fully.

You should read this policy together with your current cover summary which gives precise details of the cover.

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If you need to make a claim

If you need to make a claim, please telephone us on 01245 396688 and we will be pleased to advise you of the steps to take. It will assist if you have details of your policy and cover available when telephoning.

We would refer you also to the claims conditions of the policy set out on page GEN9.
General information

Your right to complain

Amlin’s aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times Amlin are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Amlin or your broker where applicable. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time. Making a complaint does not affect any of your legal rights.

Amlin’s contact details are:

- Post: Complaints, Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG
- Telephone: +44 (0) 20 7746 1300 Fax: +44 (0) 20 7746 1001
- Email: complaints@amlin.com

If your complaint cannot be resolved by the Complaints Department within two weeks, or if you have not received a response within two weeks you are entitled to refer the matter to Lloyd’s. Lloyd’s will then conduct a full investigation of your complaint and provide you with a written final response.

Lloyd’s contact details are:

- Post: Complaints, Lloyd’s, One Lime Street, London EC3M 7HA
- Telephone: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225
- Email: complaints@lloydts.com
- Website: www.lloyds.com/complaints

Details of Lloyd’s complaints procedures are set out in a leaflet “Your Complaint – How We Can Help” available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd’s has considered your complaint, or if you have not received a written final response within eight weeks from the date Amlin received your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service who will independently consider your complaint free of charge.

Their contact details are:

- Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001
- Email: complaint.info@financial-ombudsman.org.uk
- Website: www.financial-ombudsman.org.uk

Please note:

- You must refer your complaint to the Financial Ombudsman Service within six months of the date of our final response
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees

Compensation

Amlin Underwriting Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Amlin Underwriting Limited cannot pay a claim to you under this contract. If you are entitled to compensation under the scheme, how much compensation you would receive would depend on the nature of this contract. You can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU and on their website at www.fscs.org.uk).

Our Regulator

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG

Data Protection

You should understand that any information you have provided and may provide in future will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Personal Information (including sensitive personal data)

Amlin Underwriting Limited and the Amlin Group of companies collect and processes personal information provided by policyholders and third parties in order to provide insurance and assess and pay claims. The type of and extent of the information we require will depend on the circumstances, but some of the information may be classified as “sensitive personal data”, which is information that may include details of race or ethnic origin; political opinions; religious beliefs; Trade Union membership; physical or mental health issues; sexual orientation; and criminal and disciplinary offences (including convictions).

For information about the Amlin Group of companies please visit www.amlin.com.
General information

Your electronic information

If you contact us electronically, your electronic identifier may be collected e.g. Internet Protocol (IP) address or your telephone number may be supplied by your service provider.

How we use your information and who we share it with

Your personal information and/or sensitive personal data may be used by us in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

We may pass your personal information and/or sensitive personal data to third parties, including our authorised agents; service providers; contractors; our reinsurers; other insurers; legal advisers; loss adjusters; claims handlers or as required by law, including to government or regulatory authorities.

In order to prevent and detect fraud we may share your personal information and/or sensitive personal data with other organisations and public bodies, including the police, undertake credit searches and additional fraud searches and check and/or file the details with fraud prevention agencies and databases.

We may use and share your personal information and/or sensitive personal data within the Amlin Group to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime; and
- develop products and services.

We do not disclose your information to anyone outside the Amlin Group except:

- where we have your permission;
- where we are required or permitted to do so by law;
- to other companies who provide a service to us or you; or
- where we may transfer rights and obligations under the insurance.

We may transfer your personal information to other countries including countries outside of the European Economic Area. If this happens we will ensure that anyone to whom your personal information is passed provides an adequate level of protection.

If you have any questions, please contact The Data Protection Officer, Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.
Definitions

The following definitions apply in all sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy or cover summary. To help identify these words they will appear in bold in the policy wording.

Business
The business stated in the cover summary.

Cover summary
A summary forming part of this insurance which contains details of you, the premises, the sums insured, the period of insurance, the sections of this insurance which apply and any excesses, endorsements and conditions applying.

Damage
Loss, destruction of or damage to the property insured.

Employee
Any person who is
a) under a contract of service or apprenticeship with you.
b) a labour master or supplied by a labour master.
c) employed by labour only sub-contractors.
d) self-employed and working for you and under your control.
e) hired to or borrowed by you.
f) supplied to you for the purposes of study, work or training experience.
g) a prospective employee who is undergoing practical work experience whilst being assessed by you as to his or her suitability for employment.
h) a voluntary helper while working under your supervision and control in connection with the business.
i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the business while they are engaged in that work.

Excess
This is the first part of any claim that you will have to pay after the application of all other terms and conditions of the insurance including average (General condition 5).

Franchise
All claims exceeding the franchise amount, as detailed on the cover summary, will be paid in full subject to the application of all other terms and conditions of the insurance. All claims up to, or equal to, the franchise amount will not be paid.

Money
Cash, bank and currency notes, postal and money orders, bankers’ drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for money, postage revenue, current postage stamps and unused postal franking machine units, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, national savings stamps, savings stamps, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards.

Period of insurance
The period from the effective date shown in the cover summary until midnight on the expiry date shown in the cover summary. This includes any subsequent period for which we may accept payment for renewal of this policy.

Pollution
Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and all loss, damage or injury, directly or indirectly caused by such pollution or contamination.

Premises
The premises stated in the cover summary.

Terrorism
a) 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 legitimate government or accepted (illegitimate) government.
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.

Unoccupied
The premises or portions thereof are deemed to be unoccupied if, at the time of cover commencing or during the policy period, they are not occupied during normal business hours for the purposes of continuing the business or for the purposes of winding up the business and disposal of the assets or are not occupied by tenants or other authorised persons.

We/us/our
Lloyd’s Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited.

You/your
The person(s) appointed to act in the capacity of practitioner(s) in relation to any person, company or property as shown on the cover summary.
1. **Policy voidable**
   This policy shall be voidable if there has been any misrepresentation, misdescription or non-disclosure of any material fact.

2. **Observance**
   It is a condition precedent to any liability that you comply with all the terms, conditions and endorsements of this policy and the truth of the statements and answers in the proposal except where it is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance.

3. **Survey**
   It is a condition precedent to liability that if we require a survey of the risk covered by this policy as a condition of providing cover but the survey has not been completed before the policy documents have been issued, you shall comply with any risk improvements required as a result of the survey within the agreed time limits specified by us.

   We reserve the right to cancel, suspend or alter the terms applying to any part of this policy for which cover has been provided if, as a result of the survey, the risk or any part of it is in our opinion unacceptable to us.

4. **Statutory requirements, maintenance and reasonable precautions**
   You shall at your own expense:
   a) take all reasonable precautions to prevent or reduce damage;
   b) cease any activity which may give rise to liability under this policy;
   c) maintain all buildings, furnishings, ways, works machinery, caravans and vehicles in sound condition;
   d) exercise care in the selection and supervision of employees;
   e) remedy any defect or danger as soon as possible after discovery and in the meantime take such additional precautions as the circumstances may require; and
   f) comply with all statutory requirements and other safety regulations imposed by any authority.

5. **Alteration**
   This policy shall be avoided if
   a) any alteration after the commencement of this insurance increases the risk of injury, damage or liability; or
   b) your interest ceases except by will or operation of law unless we agree in writing to continue the policy.

6. **Average**
   (Applicable to all Sections except Section 8 - Employers Liability, Section 9 - Public/products liability, Section 10 - Motor and Section 11 - Professional indemnity)
   Wherever a sum insured is stated to be subject to average, if at the time of any damage such sum insured on any item of the property insured is less than the total value of such property, you shall be considered as being your own insurer for the difference and shall bear a rateable share of the loss accordingly.

7. **Cancellation**
   (Not applicable to Section 10 - Motor)
   We may at any time cancel this policy where there is a valid reason by giving you thirty days notice in writing at your last known address. If the premium has been calculated on any estimates provided by you, it shall be adjusted in accordance with General condition 12; otherwise, on the basis of us receiving or retaining pro rata premium.

   No premium will be returned if you have notified us of a claim or circumstances which might reasonably be expected to give rise to a claim prior to cancellation.

   You can also cancel this insurance at any time by writing to your broker. Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim.

8. **Index linking**
   (Applies only to Section 1 - Material damage, Section 2 - Business interruption, Section 4 - Trade all risks and Section 5 - Goods in transit if insured)

   **Renewal**
   Where the cover summary states that index linking applies, we will adjust the amounts insured to take into account movements in the appropriate index shown below.

   **Building and tenants improvements items**
   The General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors.

   **Other items**
   The Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry.

   **Claims**
   For claims settlement purposes (except Section 2 - Business interruption) the adjustments set out above will continue during the period of insurance and the period of repair, replacement or reinstatement as long as the work is carried out and completed without undue delay.

   NOTE: If either of the above indices is not available, we may select a suitable alternative.
9. **Discharge of liability**
   We may at any time pay the limit of indemnity or the sum insured (less any sum already paid) or any lower amount for which a claim can be settled. We shall be under no further liability except for the payment of costs and expenses incurred before the date of payment.

10. **Excess**
    We shall not be liable for the amount of the excess stated in the cover summary in respect of each and every loss calculated after the application of all other terms and conditions of this policy.

11. **Identification**
    The policy, cover summary, certificates and appendices shall be read together as one contract. Any word or expression to which a specific meaning has been given in any part of the policy, cover summary or sections shall have the same meaning wherever it appears unless we state otherwise.

12. **Adjustment of premium**
    If the premium has been calculated on estimates given by you, you must keep an accurate record of all relevant particulars which shall be available to us for inspection.

    Within a reasonable time after the end of each period of insurance, you shall supply to us an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or returned to you.

    If you do not supply such a statement within a reasonable time after the end of the period of insurance, we shall be entitled to charge an additional premium in respect of that period of insurance.

13. **Instalments**
    If you are paying the premium through a loan taken out with a finance house and we cancel the policy due to non-payment of an instalment or any other reason, any refund of premium will be made directly to the finance house.

    In the event of a default, the cancellation will be effective from the day the finance house advises us of the default except for Section 10 – Motor where the cancellation will be effective seven days after the finance house advises us of the default provided all certificates of motor insurance have been returned to us.

14. **Long term undertaking**
    (Applies only if stated in the cover summary)
    In consideration of a discount off the net premium being allowed until the date stated in the cover summary, you undertake to offer annually for three years the insurance under this policy on the terms and conditions in force at the expiry of each period of insurance and to pay the premiums annually in advance it being understood that

    a) we shall be under no obligation to accept an offer made in accordance with this undertaking; and
    b) the sum insured may be proportionately reduced at any time to correspond with any reduction in value of the business.

    This undertaking applies to any policy or policies which may be issued by us in substitution of this policy and the same discount shall be allowed off the net premium on any substituted policy or policies issued by us.

    Payment of the first or renewal premium due at the effective date shall be deemed acceptance by you of this clause.

    Nothing in this undertaking shall prejudice our right to cancel this policy or any of its sections in accordance with the conditions.

15. **Contract (Rights of Third Parties) Act 1999**
    The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

16. **Choice of law**
    There is a choice of law which can apply to this policy but the pre-contractual offer by us, subsequent acceptance by you and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.

17. **Law interpretation**
    The proper law for the interpretation of the construction and language of this policy is English law and the courts of England and Wales alone shall have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

18. **Tax**
    You will pay any tax due on the premium in accordance with current legislation.
19. **Employers’ Liability Tracing Office**

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in the following way and for the following purposes.

1. Certain information relating to your insurance policy including, without limitation,
   a) the policy number(s);
   b) employers’ names and addresses (including subsidiaries and any relevant changes of name);
   c) dates of cover;
   d) employer’s reference numbers provided by Her Majesty’s Revenue and Customs; and
   e) Companies House reference numbers (if relevant)

   will be provided to the Employers’ Liability Tracing Office (ELTO) and added to an electronic database (database).

2. This information will be made available by us to ELTO in a specified and readily accessible form as required by the Employers’ Liability Insurance: Disclosure by Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

3. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers’ liability insurance of their employers (claimants)
   a) to identify which insurer (or insurers) provided employers’ liability cover during the relevant periods of employment; and
   b) to identify the relevant employers’ liability insurance policies.

4. The database will be managed by ELTO.

5. The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers’ liability insurance cover and any other persons or entities permitted by law.
Claims conditions

1. If any claim is in any respect fraudulent or if you or anyone acting on your behalf use any fraudulent means to obtain any benefit under this policy or deliberately cause damage all benefit under this policy shall be forfeited.

2. On the discovery of any incident which may give rise to a claim under this policy you shall
   a) notify us by telephone immediately and in writing as soon as practicable;
   b) notify the police as soon as possible in respect of damage caused by malicious persons or thieves if insured by this policy;
   c) take all reasonable steps to prevent further damage and to minimise any interruption of the business;
   d) remedy any defect or damage as soon as possible after discovery and in the meantime take such additional precautions as the circumstances may require; and
   e) send to us at your expense within 30 days (7 days in the case of damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons if insured by this policy) after the incident or after expiry of the indemnity period or such further time as we may allow
      i) full information in writing of the claim;
      ii) details of any other insurance relating to the claim;
      iii) any business books, documents, proofs, information and other evidence as we may reasonably require; and
      iv) if required, a statutory declaration of the truth of the claim and of any matter connected with it.

3. We will not pay any claim under this policy unless you have complied with the terms of condition 2.

4. If we choose or are required to reinstate or replace any property you shall at your own expense give us all such plans, documents, books and information as we may reasonably require.

5. a) In the event of any damage for which a claim is or may be made under this policy we and any person authorised by us may without incurring any liability or diminishing our right to rely upon any conditions of this policy enter, take or keep possession of the building or premises where the damage has happened and any property insured under this policy.

   If you or anyone acting on your behalf does not comply with our requirements or hinders or obstructs us in doing any of the above, then all benefit under this policy shall be forfeited. You shall not in any case be entitled to abandon any property to us whether we take possession of it or not.

   b) You or anyone acting on your behalf must not make any admission, offer, promise or payment without our written consent. We have the right to take over and conduct in your name the defence or settlement of any claim or to prosecute any claim in your name for our own benefit and we shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

   c) You shall give all such assistance as we may require.

6. Any claimant under this policy shall at our request and expense do and allow all such acts and things as we may reasonably require for the purpose of enforcing any rights and remedies we may have of obtaining recovery or indemnity from third parties, irrespective of whether we require this before or after we indemnify you.

7. You must send us unanswered every letter, claim, writ, summons and process in connection with the incident immediately on receipt. You shall also give us written notice immediately you know of any prosecution or inquest in connection with any occurrence which may give rise to a claim under this policy.

8. Not applicable to Section 3 part 2 - Personal injury (robbery)

   If at the time of any claim there is any other insurance covering your interest in the property damaged or the same legal liability our liability under this policy shall be limited to its rateable proportion of such claim.

   If the other insurance is subject to any condition of average this policy if not already subject to any condition of average shall be subject to average in the same way.

   If any other insurance effected by you or on your behalf covers any of the property insured but is subject to any provision which excludes it from ranking concurrently with this policy either in whole or in part or from contributing rateably to the damage, our liability under this policy shall be limited to such proportion of the damage as the sum insured bears to the value of the property.

9. Not applicable to Section 3 part 2 - Personal injury (robbery) Section 8 - Employers' liability or Section 9 - Public/ products liability

   If any difference as to the amount to be paid under this policy (liability being otherwise admitted) arises, it may be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is referred to arbitration the making of any award shall be a condition precedent to any right of action against us.
General exclusions

1. This policy does not cover failure of any computer system, whether or not your property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any computer system relating to date or time compliance.

2. This policy does not cover any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.

3. This policy does not cover any liability assumed by you under any express warranty, agreement or guarantee unless such liability would have attached to you irrespective of such express warranty, agreement or guarantee.

4. This policy does not cover death, disablement or damage to any property, any loss or expense resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by, contributed to or arising from:
   a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
   b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components; or
   c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or damage to property by or under the order of any government or public or local authority.

NOTE
When related to Section 8 – Employers’ liability, paragraphs a) and b) shall only apply in respect of bodily injury to an employee when you under a contract or agreement have undertaken
i) to indemnify another party; or
ii) to assume the liability of another party in respect of such bodily injury.

5. Not applicable to Section 8 - Employers’ liability or Section 9 - Public/products liability.
This policy does not cover damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

6. Not applicable to Section 8 - Employers’ liability or Section 9 - Public/products liability.
This policy does not cover
i) money, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books, works of art, patterns, models, moulds, plans and designs;
ii) goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, explosives, video tapes or cassettes for sale or hire; or
iii) property in transit unless specifically mentioned.

7. Not applicable to Section 8 - Employers’ liability.
This policy does not cover liability, damage or consequential loss directly or indirectly caused by or arising out of terrorism.
In any action, suit or other proceedings where we allege that damage or consequential loss caused by terrorism is not covered by this policy, the burden of proving that such damage or consequential loss is covered shall be upon you.

8. This policy does not cover damage or consequential loss in Northern Ireland occasioned by, happening through or in consequence directly or indirectly of civil commotion.

9. This policy does not cover any liability caused by or arising out of pollution apart from that specified under Section 1 – Material damage, Section 2 - Business interruption, Section 4 – Trade all risks and Section 9 - Public/ products liability.

10. Not applicable to Section 8 – Employers’ liability
We will not indemnify you against liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in a consequence of loss.

11. Applicable to all sections other than Section 8 – Employers’ liability and Section 9 - Public/products liability
This policy does not cover damage or consequential loss directly or indirectly occasioned by, happening through or as a result of virus or from erasure, corruption or alteration of electronic data.
For the purpose of this exclusion
a) computer virus means a corrupting instruction that propagates itself via a computer system or network.
b) electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
This exclusion shall not apply to damage, interruption of or interference with the business not otherwise excluded which results from fire, explosion, aircraft, earthquake, riot, storm, flood, escape of water, impact or sprinkler leakage all as defined in Section 1 – Material damage and stated as insured in the cover summary applicable to that section.
Section 1 - Material damage

Definitions
The following words will have the same meaning wherever they appear in this section of the policy or in the cover summary relating to this section. To help identify these words they will appear in bold in the section wording.

Alarmed premises
The premises or those parts of the premises protected by the intruder alarm system.

All other contents
a) Personal effects, pedal cycles, tools, instruments and the like belonging to employees, principals, directors, customers and visitors to the extent that they are not more specifically insured. We will not pay more than 750 GBP in respect of any one person or for jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras or money or 250 GBP for any one pedal cycle in respect of any one person.
b) Computer records, documents, manuscripts and business books for an amount not exceeding 25,000 GBP in respect of any one loss.
c) Patterns, models, moulds, plans and designs.
d) Money and securities of any description but for not more than 1,000 GBP in total and subject to any specific exclusions in this insurance.
e) Wines, spirits, cigarettes and tobacco other than stock but for not more than 1,000 GBP in total in respect of damage by theft (if insured).
f) Motor vehicles and their contents but only if they are not otherwise insured.
g) Rare books or works of art but for not more than 1,000 GBP in total any one period of insurance.

Buildings
(Applies also to Section 2 - Business interruption)
a) Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the cover summary).
b) Landlords’ fixtures and fittings in and on the buildings.
c) Small outside buildings, extensions, annexes, gangways.
d) Walls, gates and fences, yards, car parks, roads, pathways and loading bays.
e) Services, meaning telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like extending from the buildings to the perimeter of the premises or to the public mains (including those underground).

General contents
Machinery, plant, fixtures and fittings, furniture, tenants improvements, alterations, decorations, improvements, internal and external glass being part of the buildings not owned by you but for which you are responsible, office equipment and all other contents.

Intruder alarm system
The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by us.

Keyholder
You or any responsible person or keyholding company you authorise
a) to accept notification of faults or alarm signals relating to the intruder alarm system; and
b) to attend and allow access to the premises.
At least one keyholder must be available at all times.

Other property
Any other items of property not specifically insured above which you have advised to us and we have specified on the cover summary.

Property insured
Buildings, general contents, all other contents, stock and other property at the premises (subject to any specific exclusions) all as defined below or more fully described in the cover summary and all belonging to you or for which you are responsible but excluding
i) property which is more specifically insured; and
ii) unless specifically notified to and accepted by us as insured
   a) land, piers, jetties, bridges, culverts or excavations
   b) livestock, growing crops or trees unless they form part of the general contents.

Responsible person
You or any person you authorise to be responsible for the security of the premises.

Stock
Stock and materials in trade, work in progress, goods held in trust and finished goods for which you are responsible.
Section 1 - Material damage

Insuring clause

*We* will at our option pay for, repair or reinstate any *property insured* that sustains *damage* at the *premises* directly caused by any of the covers listed below provided they are shown as applying in the *cover summary*.

*Our* liability in any one *period of insurance* shall not exceed

a) the total sum insured; or

b) in respect of any item its sum insured; or

c) any other stated limit of liability.

Covers

1. **Fire, lightning and explosion** but not *damage* caused by
   i) earthquake, subterranean fire, riot, civil commotion.
   ii) its undergoing any heating process or any process involving the application of heat.
   iii) explosion of non – domestic steam pressure machinery or equipment under *your* control.

2. **Aircraft** or other aerial devices or articles dropped from them but not *damage* caused by
   i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
   ii) fire.

3. **Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons** but not *damage* arising from
   i) confiscation, requisition or destruction by order of the government or any public authority.
   ii) stopping work.
   iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

4. **Earthquake or subterranean fire**.

5. **Storm** but not *damage*
   i) caused by lightning, frost, subsidence, ground heave or landslip.
   ii) in respect of movable property in the open, fences and gates.

6. **Flood** but not *damage*
   i) attributable solely to change in the water table level.
   ii) caused by lightning, frost, subsidence, ground heave or landslip.
   iii) in respect of movable property in the open, fences and gates.

7. **Escape of water** from any tank, apparatus or pipe but not *damage*
   i) by water discharged or leaking from any automatic sprinkler installation.

8. **Accidental escape of water** from any automatic sprinkler installation in the *premises* but not *damage* caused by
   i) explosion, earthquake, subterranean fire or heat caused by fire.

9. **Impact** by any road vehicle or animal.

10. **Accidental damage** but not
    i) *damage* caused by
      a) any of the covers specified above.
      b) the causes expressly excluded from the covers specified above whether or not insured.
      c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
      d) faulty or defective workmanship, operational error or omission on the part of *you* or any *employee*, but this shall not include subsequent *damage* which itself results from a cause not otherwise excluded.
      e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
      f) change in temperature, colour, flavour, texture or finish.
      g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services.
      h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
Section 1 - Material damage

i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude subsequent damage so long as it is not excluded above.

j) pollution.

k) normal settlement or bedding down of new structures.

l) acts of fraud or dishonesty.

m) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

n) damage to a building or structure caused by its own collapse or cracking.

o) any process of production, packing, treatment, testing, commissioning, servicing or repair.

p) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

ii) damage to

a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.

b) vehicles licensed for road use (including their accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

c) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy.

d) glass.

11. a) Glass breakage at the premises all being plain sheet or plain plate glass unless stated otherwise in the cover summary including the cost of boarding up and any lettering and artwork.

b) Damage to

i) the contents of display windows;

ii) windows and doorframes, vitrolite, marble, marmarile and similar materials, intruder alarm foils and other detection devices and circuits;

iii) electric light fittings; or

iv) neon and illuminated signs

as a direct result of glass breakage as defined under paragraph 11. a) provided that our liability shall not exceed 10,000 GBP in total.

12. Breakage of fixed sanitaryware but not breakage or damage

i) in vehicles, vending machines or to stock in trade.

ii) in transit or while being fitted.

iii) due to settlement, expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion.

iv) existing before the start of the period of insurance.

v) of neon and illuminated signs and electric light fittings.

vi) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.

vii) of bulbs or tubes unless the signs or fittings are also damaged.

viii) caused by fire or explosion.

13. Theft or attempted theft but not damage

i) which does not involve

a) entry to or exit from a building by forcible and violent means; or

b) actual or threatened assault or violence.

ii) from the open, other than walls, gates and fences where a limit of 5,000 GBP will apply, or from any outbuilding not communicating with the main building unless otherwise specified.

iii) to property in transit.

iv) to money and securities of any description.

For the purpose of this cover building does not include walls, gates, fences, yards, car parks, roads, pathways and loading bays.

Teft damage to buildings
Where buildings are insured under section 1 – Material Damage, we will indemnify you in respect of damage to the buildings at the premises for which you are responsible by theft or attempted theft but not damage

i) caused to any property other than buildings;

ii) caused by any person lawfully on the premises; or

iii) more specifically insured by you or on your behalf.

14. Subsidence, ground heave or landslip of any part of the site on which the property stands but not damage

i) to yards, carparks, roads, pavements, walls, gates and fences unless also affecting the structure of a building.

ii) caused by

a) normal settlement or bedding down of new structures.

b) settlement or movement of made up ground.

c) coastal or river erosion.

d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.

iii) which originated before the inception of this cover.

iv) resulting from
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a) demolition, construction, structural alteration or repair of any property; or
b) groundwork or excavation at the same premises.

Special condition to cover 14
a) You must notify us immediately you become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
b) We shall then have the right to vary the terms or cancel this cover.

Excess
An excess applies to the covers under this section as shown in the cover summary.

Clauses

1. **Designation**
   For the purpose of determining the heading under which any property is insured we agree to accept the designation under which such property has been entered in your books.

2. **Additions**
   The insurance extends to include:
   a) any newly acquired or built property which is not insured elsewhere; and
   b) alterations, additions and improvements to property insured but not increases in value anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

   Cover under this clause in any one situation is limited to 15% of the sum insured on buildings and general contents or 500,000 GBP whichever is the lesser. You must advise us of all such additional property within 6 months and pay the appropriate additional premium from the date on which the items become your responsibility.

   Once the premium has been paid for the additional property, the provisions of this clause are reinstated.

3. **Professional fees**
   The sum insured for each building, block of flats and general contents described in the cover summary includes an amount for professional fees necessarily incurred in reinstating or repairing the property insured following damage covered by this section.

   **We will not indemnify you** in respect of fees:
   i) for more specifically insured; or
   ii) incurred in preparing a claim.

4. **Automatic reinstatement after a loss**
   Unless we advise you to the contrary our liability shall not be reduced by the amount of any loss as long as:
   a) you pay the appropriate additional premium for reinstatement of cover; and
   b) you carry out any reasonable recommendations we put forward to prevent further loss.

   If the damage is by theft (if insured), automatic reinstatement shall apply once in each period of insurance.

5. **Changes of temperature**
   We will pay for damage to the property insured caused by change of temperature resulting from damage to the refrigerating plant, air conditioning plant or connected electrical plant or apparatus as a result of the operation of an insured cover.

6. **Clearing of drains**
   We will pay for expenses necessarily incurred in clearing, cleaning or repairing drains, gutters, sewers and the like for which you are responsible as a result of the operation of an insured cover.

7. **Contract price**
   If goods sold but not delivered for which you are responsible suffer damage and as a result the sale contract is cancelled either wholly or to the extent of the damage, our liability shall be based on the contract price for the purpose of average and the value of all goods to which this clause applies shall be calculated on the same basis.

8. **Contracting purchaser’s interest**
   If at the time of damage, you have contracted to sell your interest in any building insured and the purchase has not been but will be completed, the purchaser on completion shall be entitled to benefit under this policy without prejudice to the rights and liabilities of you or us from the date of the damage until completion as long as the purchaser has not otherwise insured the building against such damage.
Section 1 - Material damage

9. **Customers’ goods**
   If you have intimated to your customers that you have accepted responsibility for damage to their goods or goods for which they may be legally responsible and which are temporarily in your custody and control, we agree that all such goods shall be held to be insured by this policy as stock unless they are more specifically insured elsewhere.

10. **Debris including stock removal**
    The sum insured for each item of property insured includes costs and expenses you necessarily incur with our consent for
    a) removing debris from;
    b) dismantling or demolishing;
    c) shoring or propping up; and
    d) boarding up
    those parts of the property insured damaged by any cover insured.
    We will not pay more than the sum insured for each item.
    
    We will not pay for any costs or expenses
    i) incurred in removing debris except from the site of property damaged and the area immediately adjacent to it;
    ii) arising from pollution of property not insured by this policy; or
    iii) in respect of damage which occurred before the granting of cover under this insurance.

11. **Exhibitions**
    The insurance on general contents and stock applies also at any exhibition premises and while in transit to and from in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man subject to a maximum liability of 12,500 GBP in any one period of insurance.
    We shall not be liable for the first 250 GBP of each and every loss.

12. **Fire extinguishing expenses**
    We will pay the reasonable costs incurred by you for
    a) refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured damage.
    b) extinguishing operations in order to minimise loss.
    c) damage to lawns, trees, shrubs and gardens caused by extinguishing operations.

13. **Fire extinguishing appliances**
    If you maintain fire extinguishing appliances at the premises, you must ensure all appliances are in efficient working order and remedy promptly any defects.
    Providing you do this, we agree we will not invalidate this policy because of any defect in any of the appliances due to circumstances unknown to or beyond your control.

14. **Interest**
    It is understood that other parties may have an interest in certain property insured by this policy. The nature and extent of this interest must be disclosed in the event of damage.

15. **Non- invalidation**
    This insurance shall not be invalidated by any act, omission or alteration whereby the risk of damage is increased unknown to or beyond your control, provided that immediately you become aware of it you tell us and pay any additional premium required.

16. **Property at other locations**
    This insurance applies to the following property insured while it is not on the premises except that
    a) the insurance applies only if the property is not otherwise insured;
    b) this extension applies only to damage occurring within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man; and
    c) our liability for any one loss shall not exceed the limit shown.

**Property and location**
A. Computer records, documents, manuscripts and business books at any location and while in transit subject to a limit of 25,000 GBP.

B. **Stock** (excluding goods held in trust) at any location used by you for storage subject to a limit of
   i) 25,000 GBP in respect of theft or attempted theft; and
   ii) 15% of the stock sum insured but not exceeding 500,000 GBP in respect of other covers.

C. **Other property** (excluding vehicles licensed for road use) at any location to which the property has been temporarily removed for cleaning, renovation or repair and whilst in transit subject to a limit of
Section 1 - Material damage

17. European Union and public authorities

Subject to the following special conditions, the insurance by this section extends to include the additional cost of reinstatement that may be incurred solely by reason of the necessity to comply with the stipulations of

a) European Union legislation, or
b) building or other regulations under or framed in pursuance of any Act of Parliament or public authority bye-law in respect of the damaged property insured and any undamaged portions but excluding the following.

i) The cost incurred in complying with the stipulations
   a) in respect of damage occurring before the inception of this clause;
   b) in respect of damage not insured by the section;
   c) under which notice has been served on you before the happening of the damage;
   d) for which there is an existing requirement, which has to be implemented within a given period; or
   e) in respect of property entirely undamaged by any insured cover.

ii) The additional cost that would have been required to make good the property damaged to a condition equal to its condition when new, had the necessity to comply with the stipulations not arisen.

iii) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by its owner 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 twelve months after the damage or within any further time that we may allow (during the twelve months), and may be carried out upon another site (if the stipulations require it) subject to our liability under this clause not being increased by this.

2. If our liability under any item of the section, apart from this clause, is reduced by the application of any of the terms and conditions of the policy, then our liability under the clause will be similarly reduced.

3. The total amount recoverable under any item of the section in respect of this clause will not exceed

   i) in respect of the damaged property
      a) 15% of its sum insured;
      b) where the sum insured by the item applies to property at more than one premises, 15% of the total amount for which we would have been liable had the property insured at the premises where the damage has occurred been wholly destroyed; or
   ii) in respect of undamaged portions of property (other than foundations), 15% of the total amount for which we would have been liable had the property insured at the premises where the damage occurred been wholly destroyed.

4. The total amount recoverable under any item of the policy shall not exceed its sum insured.

5. All the other terms and conditions of the policy, except where they are varied by this clause, will apply as if they had been incorporated in it.

18. Re-erection

The insurance within the limits of the sum insured for general contents includes the cost of re-erection and fixing machinery and plant because of damage covered by this policy.

19. Reinstatement

Subject to the following special conditions, the basis upon which we will calculate the amount payable in respect of property insured by all items, other than stock, motor vehicles and their accessories, pedal cycles and personal effects belonging to employees, directors, visitors and guests or rent, shall be the reinstatement of the property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

For this purpose “reinstatement” means

a) the rebuilding or replacement of property damaged which may be carried out in any manner suitable to your requirements with our express agreement as long as our liability is not increased; or
b) the repair or restoration of property damaged.

Special conditions

1. Our liability for the reinstatement of property partly damaged shall not exceed the amount which would have been payable had such property been wholly destroyed.

2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item exceeds its sum insured at the start of any damage, our liability shall not exceed that proportion of the amount of the damage which the sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

3. No payment beyond the amount which would have been payable in the absence of this clause shall be made

   a) unless reinstatement commences and proceeds as quickly as possible.
   b) until the cost of reinstatement shall have been actually incurred.
   c) if the property insured at the time of its damage shall be insured by any other insurance effected by or on your behalf which is not upon the same basis of reinstatement.

4. All the other terms and conditions of the policy shall apply in respect of any claim payable under this clause so far as they are able.
Section 1 - Material damage

20. Rent
   If we cover rent of buildings which suffer damage, we will pay
   a) in respect of rent receivable, the actual reduction in rent received solely in consequence of the damage,
   b) in respect of rent payable, the amount of rent which continues to be payable by you in respect of the building
      or parts of the building whilst unfit for occupation in consequence of the damage.
   Our liability shall be limited to the loss suffered within the period of rent insured as shown in the cover summary which
   starts from the date of the damage.
   For the purpose of average (General condition 5) the total value shall be the annual rent receivable or payable at the start
   of the period of insurance. This amount will be proportionately increased where the period of rent insured exceeds
   twelve months.

21. Subrogation waiver
   In the event of a claim arising under this policy, we agree to waive any rights, remedies or relief to which we might
   become entitled by subrogation against
   a) any company standing in the relation of parent to subsidiary (subsidiary to parent) to you as defined in the
      Companies Act or Companies (N.I.) Order current at the time of the damage; or
   b) any company which is a subsidiary of a parent company of which you are a subsidiary as defined in the
      Companies Act or Companies (N.I.) Order current at the time of the damage.

22. Theft cover
   Any cover in respect of theft includes
   a) the cost of repairing damage to the buildings (whether or not the buildings are insured under this section) if
      you are responsible for the repairs and the damage is not otherwise insured; and
   b) the reasonable expenses incurred in necessarily replacing locks to the buildings or safe and strongrooms
      i) following a hold-up accompanied by violence or threat of violence whilst such keys are in your
         personal custody or that of any of your directors, partners or authorised employees,
      ii) following damage involving entry to or exit from the premises by forcible and violent means; or
      iii) following damage involving entry to or exit from your residence or that of any of your
         directors, partners or authorised employees by forcible and violent means.

23. Trace and access
   In the event of damage resulting from escape of water or oil as covered by this policy, we will pay
   a) the costs necessarily and reasonably incurred in locating the source of such damage and subsequently making
      good; and
   b) the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.
   We shall not pay more than 10,000 GBP or 10% of the sum insured by this section, whichever is the lesser.

24. Workmen and alteration to the premises or business
   Workmen and tradesmen are allowed in or about the premises for maintenance purposes and for undertaking minor
   repairs and alterations without affecting this insurance.

25. Additional metered water or oil charges
   The insurance covers additional metered water or domestic heating oil charges you incur as a result of damage by an
   insured cover to the water installation or fixed heating installation at the premises insured by this policy.
   We shall calculate the amount to be paid by comparing the charge made by the water suppliers for the period during
   which the damage occurred with the charges for the previous period, adjusted for any relevant factors affecting your
   consumption of water during the periods concerned.
   This extension is not subject to any condition of average.
   We shall not pay more than 10,000 GBP in all in respect of any one period of insurance excluding the cost or value of
   metered water or heating oil lost when the premises are unoccupied or not in use.

26. Computer system records
   It is a condition precedent to liability in respect of any claim for damage to computer disks, tapes or other recording
   materials (excluding paper records) under this policy that copies of all computer disks, tapes or other recording materials
   are made each day and the copies removed from the premises and kept at a secure location on a daily basis.

27. Underground services
   We will pay for
   a) accidental damage not otherwise excluded to underground water, gas, oil, drain or sewer pipes and
      underground electricity or telephone cables which extend from the premises to the public mains and for which
      you have responsibility for repair or reinstatement; and
   b) costs and expenses incurred in clearing and cleaning drains, gutters, sewers, drain inspection covers and
      similar underground service areas for which you are responsible in consequence of any cover insured by this
      section.
   We will not pay more than 5,000 GBP in any one period of insurance.
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28. **Seasonal stock increase**
   Any sum insured in respect of stock is increased by 25% for the months of November and December and for a period of 30 days preceding Easter Day in each period of insurance.

29. **Frozen foods**
   We will indemnify you in respect of damage to refrigerated and frozen foodstuffs belonging to you up to a value of 1,000 GBP in all in respect of any one period of insurance.

30. **Conditions that apply to contents only.**
   1. If the cover basis shown on the cover summary is Reinstatement.
      a) If you claim for loss or damage to the contents we will at our option repair, replace or pay for any article.
         For total loss or destruction of any article, we will pay you the cost of replacing the article as new, as long as
         i) the new article is as close as possible to but not an improvement on the original article when it was new;
         ii) the sum insured shown on the cover summary is sufficient to pay for the full cost of replacing or repairing the contents in their present form; and
         iii) you have paid or we have authorised the cost of replacement.
      b) We will take an amount off for wear and tear from the cost of any replacement or repair if immediately prior to the damage the sum insured is insufficient to pay for the full cost of replacing or repairing the contents in their present form.
      c) We will not pay the cost of replacing or repairing any undamaged parts of the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

   2. If the cover basis shown on the cover summary is Indemnity.
      a) We will pay you an amount representing the value of the damaged contents immediately prior to the loss.
      b) We will not pay any amount in respect of any undamaged parts of the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

31. **Security requirements**
The following security precautions apply in respect of buildings occupied by you, for which the security is the direct responsibility of you or your agents or in respect of any empty or disused buildings of which we have been notified.
   a) All external doors and any internal doors leading to other premises must be secured either by bolts on the inside of the door or by mortise deadlocks and box striking plates, by a substantial closed shackle padlock or by other locking devices as agreed by us.
   b) All opening sections of external ground floor windows and all other windows which are accessible from roofs, fire escapes or downpipes must be fitted with key operated window locks.
   c) Any additional protection required by us shall be fitted in accordance with our requirements and, together with 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 or are left unattended.
   d) All keys, including duplicate keys, relative to the security of a portion of the premises or to any safe or strong room containing property insured shall be removed from that portion of the premises whenever they are closed for business or left unattended.

Any door or window officially designated a fire exit by the fire authority is excluded from this condition.
Section 1 - Material damage

Optional clauses
(These apply only if stated in the cover summary)

32. Automatic fire alarm
   We have given you a discount off the premium for this insurance because there is an automatic fire alarm installed on the premises and you undertake to keep the installation in efficient working order.

   It is a condition precedent to our liability that you
   a) make a test every day (holidays excepted) for the purpose of checking the condition of the batteries, the brigade connection and all detector circuits;
   b) obtain promptly a quarterly report from the installing engineers and remedy any defect revealed and make the report available to our representatives when required;
   c) advise the installing engineers immediately of any serious disablement, disconnection or temporary disuse of the installation (except during actual testing) and keep a note of this together with a note of the length of time the installation was not working for examination by our representatives when required;
   d) notify us immediately of the removal of any automatic fire alarm installation for which a discount has been allowed and undertake to return a pro rata share of the discount for the unexpired time.

   Providing you do this, we agree we will not invalidate this policy because of any defect in the automatic fire alarm installation due to circumstances unknown to or beyond your control.

32A. Day one basis (non-adjustable)
   The insurance by the item(s) indicated in the cover summary is subject to the following.

1. The premium on each item has been calculated on the declared value calculated by you.

   “Declared value” shall mean your assessment of the cost of reinstatement of the property insured in a condition equal to but not better or more extensive than when new at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with allowance if required for
   a) the additional cost of reinstatement to comply with public authority requirements;
   b) professional fees; and
   c) debris removal costs.

2. At the beginning of each period of insurance, you shall notify us of the declared value of the property insured by each of the item(s). In the absence of such declaration, we will take the last amount declared by you as the declared value for the next period of insurance.

3. Special conditions 2 and 4 of the Reinstatement clause are restated as follows.

2. If at the time of damage the declared value of the property covered by such item is less than the cost of the reinstatement at the inception of the period of insurance then our liability for the damage shall not exceed that proportion which the declared value bears to the cost of reinstatement.

4. All the other terms and conditions of the policy shall apply in respect of any claim payable under this clause so far as they are able except that where claims are payable as if this clause had not been incorporated the sum(s) insured shall be limited to 115% of the declared value(s).

32B. Day one basis (adjustable)
   The insurance by the item(s) indicated in the cover summary is subject to the following.

1. The premium on each item has been calculated on the declared value calculated by you.

   “Declared value” shall mean your assessment of the cost of reinstatement of the property insured in a condition equal to but not better or more extensive than when new at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with allowance if required for
   a) the additional cost of reinstatement to comply with public authority requirements;
   b) professional fees; and
   c) debris removal costs.

2. At the beginning of each period of insurance, you shall notify us of the declared value of the property insured by each of the item(s). In the absence of such declaration, we will take the last amount declared by you as the declared value for the next period of insurance.

3. The premium calculated on the items is provisional. On expiry of each period of insurance, we will adjust the premium by 50% of the difference between
   a) the provisional premium at the beginning of the period of insurance; and
   b) the premium calculated for the subsequent period of insurance
   based on the terms which have applied during the period under adjustment.

4. For the purpose of paragraph 3 of this clause only
   a) if you cancel or do not renew the policy or any of the items, you shall tell us the declared value of the property insured by each of the item(s) which apply at the date of cancellation or non-renewal.
   b) if property has not been reinstated following damage, you shall tell us the declared value as though the property had not been damaged.
Section 1 - Material damage

33. Reinstatement Market Value
Clause 19 - Reinstatement is deleted and replaced by the following.

19. We will pay the cost of repair, restoration or reinstatement of the property insured and site clearance costs up to but not exceeding the sum insured agreed by us and shown in the cover summary. Where repair, restoration or reinstatement does not take place, we will pay the diminution in market value of the property insured at the time of the loss or damage and site clearance costs up to but not exceeding the sum insured agreed by us and shown in the cover summary.

General Condition 5 Average does not apply in respect of the property insured under this endorsement.

For the purpose of this endorsement
a) diminution in market value shall mean the reduction in market value of the property insured as a result of damage directly caused by any of the covers shown as applying in the cover summary.

b) market value shall mean the monetary sum which a willing seller of the property insured would be able to receive from a willing buyer where both parties to the transaction had acted knowledgeably, prudently and without compulsion.

34. Foundations
In respect of any sum insured on buildings subject to any condition of average, those parts of the foundations and incombustible floors of buildings (other than machinery foundations) more than 8 cms below the level of floors of the lowest storeys (whether such floors constitute the flooring of the basements or otherwise) are excluded from this insurance except where they are within a radius of 60 cms around and below any structural column or similar superstructure support.

35. Metal workers
The insurance on general contents and stock applies to the premises
a) of any machine maker, engineer, founder or other metal worker;
b) of any customer, agent, supplier or exhibition; or
c) of any sub-contractor
but not any premises occupied by you in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man subject to a limit overall of 10% of the sum(s) insured on these items or 100,000 GBP whichever is the less.

36. Mortgagees
The act or neglect of any mortgagor or occupier of any building insured which increase the risk of damage without the authority or knowledge of any mortgagee shall not prejudice the interest of the latter party (parties) in this insurance as long as they notify us immediately on becoming aware of such increased risk and pay an additional premium if required.

37. Sprinkler installations and fire extinguishing appliances maintenance
We have given you a discount off the premium for this insurance because there are automatic sprinklers and fire extinguishing appliances installed on the premises and we hold details of these.

It is a condition precedent to our liability that you maintain both the automatic sprinklers and fire-extinguishing appliances in full working order at all times and you must
a) arrange a weekly test to check that the alarm gong is working and that the stop valves controlling the individual water supplies and the installation are fully open.
b) arrange quarterly or half-yearly tests if we require for the purpose of checking that each water supply is in order. You must record the results of each test.
c) arrange a weekly test to check the condition of the fire brigade connection and the batteries for each approved system for sending alarm signals from sprinkler installations to the fire brigade.
d) test every day (holidays excepted) to check the condition of the circuit between the alarm switch and the control panel.
e) remedy promptly any defect revealed by such tests.
Providing you do this, we agree we will not invalidate this policy because of any defect in any of the automatic sprinklers or appliances due to circumstances unknown to you or beyond your control.
38. **Stock declaration**

The insurance by the item(s) indicated in the **cover summary** is subject to the following.

The first and annual premiums are provisional and at the end of each **period of insurance** the actual premium shall be calculated as follows.

a) **You** will tell **us** in writing as soon as possible the value of the property on the last day of each calendar month or each quarter as agreed with **us**. If **you** do not tell **us**, **we** shall take the maximum sum insured as the value declared.

b) At the end of each **period of insurance** the actual premium shall be calculated on the average amount insured i.e. the total of the values declared divided by the number of declarations. If the actual premium is greater than the first or annual premium paid, **you** shall pay **us** the difference. If it is less, **we** will refund the difference to **you** but only up to one third of the first or annual premium paid.

**We** will not reduce the sum insured by the amount of any loss as long as **you** pay the extra premium on the amount of the loss from the date it occurred to the date of the expiry of the **period of insurance**.

It is a condition precedent to **our** liability that every insurance on the property be identical in wording with this insurance.

39. **Electrical circuits condition**

It is a condition precedent to liability that all electrical circuits are tested at least every five years by qualified electrical engineers and that any defects identified are remedied in accordance with the regulations of the Institute of Electrical Engineers.
Section 1 - Material damage

Special conditions
(These apply only if stated in the cover summary)

A. Intruder alarm
   It is a condition precedent to our liability in respect of damage that
   1. the alarmed premises are protected by the intruder alarm system whenever they are closed for business or left unattended.
   2. the intruder alarm system is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with us.
   3. no alteration to or substitution of
      a) any part of the intruder alarm system;
      b) the procedures agreed with us for police or any other response to any activation of the intruder alarm system; or
      c) the maintenance contract
         shall be made without our written agreement.
   4. no structural alteration of or changes in the layout to the premises that could affect the operation of the intruder alarm system shall be made without our written consent.
   5. the alarmed premises shall not be left without at least one responsible person on them without our agreement
      a) unless the intruder alarm system is set in its entirety with the means of communication used to transmit signals in full operation; or
      b) if the police have withdrawn their response to alarm calls.
   6. all keys to the intruder alarm system are removed from the premises when they are left unattended.
   7. the keyholders will keep all codes for the operation of the intruder alarm system secret and will not leave details of them on the premises.
   8. you shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm.
   9. if the intruder alarm system is activated or the communication signal interrupted then (unless alternative procedures have been agreed with us in writing) a keyholder will attend the premises as soon as reasonably possible following notification and will not leave without there being at least one responsible person on the premises until the provisions of paragraph 5 have been complied with.
   10. in the event of you receiving any notice
       a) that police response to alarm signals/calls from the intruder alarm system may be withdrawn or the level of response reduced or delayed;
       b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
       c) from the installing company or other such company as agreed by us that the intruder alarm system cannot be returned to or maintained in fully working order
           you shall advise us as soon as possible and in any event not later than 10.00 am on the next working day and comply with all our subsequent requirements.

Special provision
It is a condition precedent to our liability that before we agree the alarm specification and maintenance contract arrangements, you shall comply with all the requirements detailed above as if we had agreed the specification and maintenance arrangements.

B. Waste
   It is a condition precedent to our liability that all oily and/or greasy waste and used cleaning cloths which remain in the buildings overnight are kept in metal receptacles with metal lids and removed from the building at least once a week.

C. Waste
   It is a condition precedent to our liability that all combustible trade waste and refuse is removed from the buildings every night.

D. Waste
   It is a condition precedent to our liability that all combustible trade waste and refuse is swept up daily and kept in bags or bins and removed from the buildings at least once a week.

E. Waste
   It is a condition precedent to our liability that all sawdust, shavings and other refuse is removed from the buildings every night.

F. Waste
   It is a condition precedent to our liability that any combustible trade waste including oily and/or greasy wipes and cloths which remain in the buildings overnight are kept in metal receptacles having metal lids.

G. Fireproof doors
   It is a condition precedent to our liability that all fireproof doors and shutters are kept closed except during working hours and will be kept in efficient working order during the currency of this section.
Section 1 - Material damage

H. Portable space heater
It is a condition precedent to our liability that any portable space heater
a) is not sited in passageways and other places where it is liable to be overturned or subject to mechanical damage;
b) is not sited in areas where flammable atmospheres are habitually or intermittently present;
c) is not sited on combustible floors or surfaces; and

d) is kept clear of combustible materials and is provided with a guard to maintain a clear space of at least 1 metre around it.

I. Premises inspection
It is a condition precedent to our liability that
a) the buildings are examined at the end of each business day for smouldering matches, tobacco or other material;
b) the employee detailed to make the examination signs a daily report; and

c) the management checks these reports at least once a week.

J. Cooking equipment
If in relation to any claim for damage to the property insured caused by or resulting from fire or explosion, you have failed to fulfill any of the following conditions, you will lose your right to indemnity or payment for that claim.

Where cooking equipment is located within the premises:

a) all cooking equipment must be installed, operated and maintained in accordance with the manufacturer’s instructions;

b) no cooking equipment using fats, oils or coals must be left without a competent person remaining continuously near the cooking equipment, either in full view of it or positioned where they are able to take action to prevent, extinguish or control a fire starting from such equipment while the heat source is operating;

c) all equipment used for frying by immersing in fat or oil must be fitted with:

i) a cooking thermostat which prevents the temperature of fat or oil exceeding 205 degrees centigrade (401 degrees Fahrenheit);

ii) a separate high temperature limit thermostat without automatic resetting, which must be immersed in oil to ensure it works as required, to shut off the heat source if the temperature of fat or oil exceeds 225 degrees centigrade (440 degrees Fahrenheit), and gas heated equipment is additionally fitted with a flame failure cut-off device;

d) an emergency shut-down device for the fuel supply and the extraction system is fitted in a position remote from the cooking equipment;

e) all cooking equipment including flues and extract system ducting, must be kept from contact with and not in close proximity to combustible material including any such material within or forming part of the buildings;

f) suitable fire extinguishers and/or blankets must be kept in the frying and cooking area and staff are fully trained how to use them;

g) all extract hoods, canopies, canopy exhaust plenums, filters and grease traps must be thoroughly cleaned over their entire internal and external areas by the removal of all greasy and oily deposits and other waste materials at least every month;

h) the entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned in accordance with the “HVCA Guide to Good Practice TR/19 - Internal Cleanliness of Ventilation Systems” by a qualified contractor, who must provide a written report with photographs to evidence the condition of the ductwork before and after cleaning, together with the removal of all greasy and oily deposits and other waste materials, at least annually or at a frequency recommended by a qualified contractor;

i) if the entire internal areas of all flues and extract system ducting, including extraction motors and fans, have not been so cleaned within six months prior to the inception of this insurance or the addition of this condition, then they must be so cleaned within thirty days of the inception of this insurance or the addition of this special condition, and at least every six months after that.

For the purposes of this special condition only the following definitions apply:

Cooking equipment means all cooking and frying equipment including equipment used for frying by immersing in fat or oil.

Qualified contractor means a company which is a member of the Building & Engineering Services Association (B&ES), formerly HVCA.
Section 1 - Material damage

K. Racks and stillage condition
It is a condition precedent to liability that stock contained in the lowest storey of the buildings is kept on racks or stillages at least 15 centimetres above the surface of the floor.

L. Gaming and vending machines
We will indemnify you in respect of damage to gaming or vending machines belonging to you or for which you are responsible for up to a value of 1,000 GBP in all in respect of any one period of insurance.

M. Unoccupied property
1. Conditions applying
It is a condition precedent to our liability that in respect of property already unoccupied at inception of the policy or becomes unoccupied during the period of insurance that the following requirements are carried out within 14 days or as specified:
   a) The premises must be secured against illegal entry. All external doors must be secured either by bolts on the inside of the door or by a 5 lever mortise deadlock or by a substantial closed shackle padlock.
   b) All windows must be closed and fastened securely. Any broken windows must be replaced or boarded up immediately.
   c) Any letterbox must be sealed shut should the premises be unoccupied in excess of 6 months.
   d) All internal and external waste materials must be removed from the premises. This includes residual company books, records, trade waste, free newspapers, flammable liquids and the like.
   e) Gas must be kept shut off at the switch where it enters the premises.
   f) Water must be kept shut off at the stopcock where it enters the premises insured and all pipes, tanks, radiators and any other water apparatus drained down.
   g) Electricity must be kept shut off at the switch where it enters the premises unless
      i) agents making regular checks of the premises or showing around potential purchasers require lighting. The lighting circuits should remain in use with all others disconnected.
      ii) an intruder alarm or fire alarm is operational.
   h) The minimum requirement is one visit every 14 days incorporating the following procedures.
      i) All visits must be logged, with a record kept of time and date of visit and the identity of the person who carried out the inspection.
      ii) Visits must involve a thorough internal and external examination of the premises.
      iii) Any findings (such as but not limited to broken windows, evidence of intruders, damage to fencing) must be recorded, rectified and immediately notified to Insolvency Risk Services.

2 Theft damage to buildings
Where unoccupied buildings are insured under section 1 – Material Damage, we will indemnify you in respect of damage to the buildings at the premises for which you are responsible by theft or attempted theft but not damage
   a) caused to any property other than buildings;
   b) caused by any person lawfully on the premises; or
   c) more specifically insured by you or on your behalf
The maximum amount we will pay is 50,000 GBP in any one period of insurance.

3. Unauthorised persons on the premises
   a) upon your discovery of unauthorised persons being on the unoccupied premises you must inform us immediately.
   b) It is a condition precedent to our liability that you take all reasonable measures to remove any unauthorised persons from the premises and that we are informed of progress on a weekly basis.

Unauthorised persons are deemed to be persons entering and remaining on the premises without legal entitlement or your permission.

Exclusions
This section does not cover the following.

1. Marine policies
Damage to property which is insured by or would but for the existence of this insurance 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.

2. Pollution
Damage caused by pollution.
However, we will cover damage to the property insured caused by
   a) pollution which itself results from any cover insured (other than cover 10); or
   b) any cover insured (other than cover 10) which itself results from pollution provided it is not otherwise excluded.

3. Consequential loss
Consequential loss of any kind except loss of rent when such loss is included in the cover under this section.
Section 2 – Business interruption

Definitions
The following words will have the same meaning wherever they appear in this section of the policy or in the cover summary relating to this section. To help identify these words they will appear in bold in the section wording.

Note 1
To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.

Note 2
For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Buildings
See Section 1- Material damage.

Consequential loss
Loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of damage to property used by you at the premises for the purpose of the business.

Customers
The companies, organisations or individuals with whom, at the time of the incident, you have contracts or trading relationships to supply goods or services.

Incident
Damage to property used by you at the premises for the purpose of the business.

Indemnity period
The period beginning with the occurrence of the incident and ending not later than the maximum indemnity period thereafter during which the results of the business shall be affected in consequence of the incident.

Maximum indemnity period
As stated in the cover summary.

Other property
Any other items of property not specifically insured which you have advised to us and we have specified on the cover summary.

Insuring clause
If any building or other property used by you at the premises for the purpose of the business suffers damage by any of the covers specified in the cover summary and there is a consequential loss, we will pay you in respect of each item in the cover summary the amount of the loss provided that

1. at the time of the happening of the damage there is in force an insurance covering your interest in the property at the premises against such damage and that
   a) payment has been made or liability admitted; or
   b) payment would have been made or liability admitted but for the operation of a clause in such insurance excluding liability for losses below a specified amount.

2. our liability 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 cover summary at the time of the damage.
   b) the sum insured remaining after deduction for any other consequential loss occurring during the same period of insurance unless we have agreed to reinstate any such sum insured.

Covers

1. Fire, lightning and explosion but not consequential loss caused by
   i) earthquake, subterranean fire, riot, civil commotion.
   ii) its undergoing any heating process or any process involving the application of heat.
   iii) explosion of non – domestic steam pressure machinery or equipment under your control.

2. Aircraft or other aerial devices or articles dropped from them but not consequential loss caused by
   i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
   ii) fire.

3. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons but not consequential loss arising from
   i) confiscation, requisition or destruction by order of the government or any public authority.
   ii) stopping work.
   iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
Section 2 – Business interruption

4. Earthquake or subterranean fire.

5. Storm but not consequential loss
   i) caused by lightning, frost, subsidence, ground heave or landslip.
   ii) in respect of movable property in the open, fences and gates.

6. Flood but not consequential loss
   i) attributable solely to change in the water table level.
   ii) caused by lightning, frost, subsidence, ground heave or landslip.
   iii) in respect of movable property in the open, fences and gates.

7. Escape of water from any tank, apparatus or pipe but not consequential loss
   i) by water discharged or leaking from any automatic sprinkler installation.

8. Accidental escape of water from any automatic sprinkler installation in the premises but not consequential loss caused by
   i) explosion, earthquake, subterranean fire or heat caused by fire.

9. Impact by any road vehicle or animal.

10. Accidental damage but not
    i) consequential loss caused by
       a) any of the covers specified above.
       b) the causes expressly excluded from the covers specified above whether or not insured.
       c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
       d) faulty or defective workmanship, operational error or omission on the part of you or any employee but this shall not include subsequent consequential loss which itself results from a cause not otherwise excluded.
       e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
       f) change in temperature, colour, flavour, texture or finish.
       g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
       h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
       i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude consequential loss arising from subsequent damage so long as it is not excluded above.
       j) pollution.
       k) normal settlement or bedding down of new structures.
       l) acts of fraud or dishonesty.
       m) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
       n) damage to a building or structure caused by its own collapse or cracking.
       o) any process of production, packing, treatment, testing, commissioning, servicing or repair.
       p) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
    ii) consequential loss in respect of
       a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
       b) vehicles licensed for road use (including accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
       c) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy.
       d) glass.

11. a) Glass breakage at the premises all being plain sheet or plain plate glass unless stated otherwise in the cover summary including the cost of boarding up and any lettering and artwork.
    b) Damage to
       i) the contents of display windows;
       ii) windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;
       iii) electric light fittings; or
       iv) neon and illuminated signs as a direct result of glass breakage as defined under paragraph 11a).
Section 2 – Business interruption

12. Breakage of fixed sanitaryware but not breakage or consequential loss
i) in vehicles, vending machines or to stock in trade.
ii) in transit or while being fitted.
iii) due to settlement, expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion.
iv) existing before the start of the period of insurance.
v) of neon and illuminated signs and electric light fittings.
vi) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
vii) of bulbs or tubes unless the signs or fittings are also damaged.
viii) caused by fire or explosion.

13. Theft or attempted theft but not consequential loss
i) which does not involve
   a) entry to or exit from a building by forcible and violent means; or
   b) actual or threatened assault or violence.
ii) from the open, other than wall, gates and fences, or from any outbuilding not communicating with the main building unless otherwise specified.
iii) to property in transit.
v) to money and securities of any description.

Theft damage to buildings
Where buildings are insured under section 1 – Material Damage, we will indemnify you in respect of consequential loss for which you are responsible by theft or attempted theft but not consequential loss
i) arising from any property other than buildings;
ii) caused by any person lawfully on the premises;
iii) more specifically insured by you or on your behalf.
The maximum amount we will pay under this extension is 25,000 GBP in any one period of insurance.

14. Subsidence, ground heave or landslip of any part of the site on which the property stands but not consequential loss
i) to yards, carparks, roads, pavements, walls, gates and fences unless also affecting the structure of a building.
ii) caused by
   a) normal settlement or bedding down of new structures.
   b) settlement or movement of made up ground.
   c) coastal or river erosion.
   d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe.
iii) which originated before the inception of this cover.
iv) resulting from
   a) demolition, construction, structural alteration or repair of any property; or
   b) groundwork or excavation at the same premises.

Special condition applicable to cover 14
a) You must notify us immediately you become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
b) We shall then have the right to vary the terms or cancel this cover.

Clauses

1. Alteration
The insurance by this section shall be avoided if your interest ceases otherwise than by death at any time after the commencement of this insurance unless we agree it may continue.

2. Automatic reinstatement after loss
The sums insured stated in the cover summary will not be reduced by the amount of any claim unless we or you give written notice to the contrary. However, you must pay the additional premium required to reinstate the sum insured.

3. Departments
If the business is conducted in departments and their trading results can be calculated separately, clauses a) and b) of the item on gross profit or revenue shall apply separately to each department affected.

4. Payments on account
Payments on account will be made at our discretion during the indemnity period if desired.

5. Prevention of access
Consequential loss as a result of damage to property near the premises which prevents or hinders the use of the premises or access to them shall be deemed to be an incident, provided that our liability in respect of any one occurrence does not exceed the total of the sum insured (or 133.33% of the estimated amounts) or any limit of liability shown in the cover summary.
Section 2 – Business interruption

6. **Utilities**
   
   **Consequential loss** as a result of the accidental failure of the supply of electricity, gas or water at the premises or at the premises of any supply undertaking or as a result of damage to any of their pipes, stopcocks, meters, cabling and the like at the premises shall be deemed to be an incident, provided that our liability under this clause in respect of any one occurrence does not exceed the sum insured (or 133.33% of the estimated amount) shown in the cover summary. This extension does not cover consequential loss:
   i) brought about by the deliberate act of any supply authority, by the exercise of any such authority of its power to withhold or restrict supply or by drought; or
   ii) following any failure which does not involve a total cessation of supply for at least 30 minutes.

7. **Suppliers and customers**
   
   **Consequential loss** as a result of damage at any customer’s or supplier’s premises within member countries of the European Union, Norway, Switzerland and Iceland shall be deemed to be an incident, provided that our liability under this clause shall not exceed 10% of the sum insured (or 133.33% of the estimated amount) shown in the cover summary or 250,000 GBP whichever is the less.

8. **Temporary removal**
   
   **Consequential loss** as a result of damage:
   a) at any premises not occupied but used by you solely for storage purposes; or
   b) to computer systems, other records, machinery and plant (but not motor vehicles) removed for cleaning, renovation, repair or other similar purposes, patterns, models, moulds, plans and designs whilst temporarily removed from the premises and in transit by road, rail or inland waterway to and from the premises in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man shall be deemed to be an incident, provided that our liability shall not exceed 15% of the total of the sums insured (or 133.33% of the estimated amount) or 250,000 GBP whichever is the less.

9. **Removal of computer disks and tapes**
   
   It is a condition precedent to liability in respect of any claim for damage to computer disks, tapes or other recording materials (excluding paper records) under this policy that copies of all computer disks, tapes or other recording materials are made each day and the copies removed from the premises and kept at a secure location on a daily basis.

10. **Murder, disease or public health closure**
    
    Loss resulting from interruption of, or interference with, the business by:
    a) murder, suicide or serious crime at the premises;
    b) contagious or infectious human disease (excluding acquired immune deficiency syndrome (Aids) or an Aids related condition), an outbreak of which a competent public authority has stipulated shall be notified to them, manifested by any person whilst at the premises or within a 25 mile radius of it;
    c) closure, in whole or in part, of the premises by a competent public authority following defects in drains or other sanitary arrangements at the premises; or
    d) food or drink poisoning contracted at the premises shall be deemed to be an incident, provided that our liability under this extension in respect of each and every claim shall not exceed 100,000 GBP.

11. **Additional expenses - employees’ lottery win**
    
    We will indemnify you in respect of any additional expense you incur to prevent or limit a reduction in income during the indemnity period due to an employee or group of employees resigning from their posts within your business as a direct consequence of their securing a win in a lottery, including but not limited to:
    a) recruitment and additional overtime costs; and
    b) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.
    
    **We will not indemnify you unless**:
    a) the employee or group of employees resign within fourteen days of the date of the successful lottery win; and
    b) the amount won by any one employee is not less than 100,000 GBP.
    
    We will not pay under this extension more than 50,000 GBP in any one period of insurance.

For the purposes of this extension only:
1. Indemnity period means the period during which the business results are affected due to an employee or group of employees resigning from their posts within your business as a direct consequence of their securing a win in a lottery, starting from the date of their first departure.
2. Maximum indemnity period means one month.
3. Lottery means:
   a) UK National Lottery prize draws including scratchcards.
   b) UK National Football Pools (Littlewoods and Vernons).
   c) Euro Millions lottery.
   d) Irish National Lottery.
   e) UK Premium Bond prize draws.
Section 2 – Business interruption

12. **Utilities extension**
   
   We will indemnify you against any consequential loss and increased cost of working directly as a result of the failure of the supply of electricity, gas or water at the terminal ends of the service feed to the premises but excluding any failure
   
   a) which is for a period of less than 12 hours;
   
   b) is occasioned by the exercise by the service provider of its right to withhold or restrict services including but not limited to industrial action; or
   
   c) is as a result of the failure of any part of the insured installation at the premises.

13. **Telecommunications extension clause**
   
   We will indemnify you against any loss of gross profit due to accidental failure of the telecommunications system serving the premises at the incoming telephone line terminals at the premises but excluding any failure
   
   a) of satellite or mobile phone services;
   
   b) which does not involve a total cessation of service for at least 60 consecutive minutes; or
   
   c) occasioned by the deliberate act of the service provider or the exercise by any authority of its power to withhold or restrict services.

   Our liability under this extension after the application of all other terms and conditions of the policy shall not exceed 100,000 GBP.

Optional clauses
(These apply only if stated in the cover summary)

14. **Contract sites**
   
   Consequential loss as a result of damage at any site in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which you do not occupy but where you are carrying out a contract shall be deemed to be an incident provided that our liability under this clause in respect of any one occurrence shall not exceed
   
   a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
   
   b) the amount shown in the cover summary as the limit.

15. **Specified customers**
   
   Consequential loss as a result of damage at the premises of customers detailed in the cover summary shall be deemed to be an incident provided that our liability under this clause in respect of any one occurrence shall not exceed
   
   a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
   
   b) the amount shown in the cover summary as the limit.

16. **Specified suppliers**
   
   Consequential loss as a result of damage at the premises of suppliers detailed in the cover summary shall be deemed to be an incident provided that our liability under this clause in respect of any one occurrence shall not exceed
   
   a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
   
   b) the amount shown in the cover summary as the limit.

17. **Transit**
   
   Consequential loss as a result of damage to your property whilst in transit by road, rail or inland waterway in Great Britain or Northern Ireland shall be deemed to be an incident provided that our liability under this clause in respect of any one occurrence shall not exceed
   
   a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
   
   b) the amount shown in the cover summary as the limit.

We shall not be liable for any loss arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft.

Exclusion

1. **Pollution**
   
   We shall not be liable for loss resulting from pollution. However, we will cover consequential loss caused by
   
   a) pollution which itself results from any cover insured (other than cover 10); or
   
   b) any cover insured (other than cover 10) which itself results from pollution provided it is not otherwise excluded.
Section 2 – Business interruption

Appendix A – Gross profit (declaration-linked basis)

Additional definitions
The following words will have the same meaning wherever they appear in this section or in the cover summary relating to this section. To help identify these words they will appear in bold in the section wording.

Notes
1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.
2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual turnover
The turnover during the twelve months immediately before the date of the incident.

Estimated gross profit
The amount you declare to us as representing the gross profit which you anticipate will be earned by the business during the financial year most nearly concurrent with the period of insurance (proportionately increased where the maximum indemnity period exceeds twelve months).

Gross profit
The amount of the turnover (net of discounts allowed), closing stock and work in progress less the amount of the opening stock, work in progress and specified working expenses.

N.B. For the purpose of this definition gross profit is as defined but the words and expressions used shall (subject to Note 2 above) have the meaning attached to them in your usual accounting methods, due provision being made for depreciation of stock and work in progress.

Limit of liability
133.33% of the estimated gross profit stated in the cover summary and 100% of the sums insured on other items. Our liability shall not be reduced by the amount of any loss as long as you agree to pay the appropriate additional premium for such automatic reinstatement of cover.

Rate of gross profit
The rate of gross profit earned on the turnover during the financial year immediately before the date of the incident.

Specified working expenses
a) 100% of purchases (less discounts received).
b) 100% of discounts allowed.
c) 100% of bad debts written off.

Standard turnover
The turnover during that period in the twelve months immediately before the date of the incident which corresponds with the indemnity period. We will adjust the figures as necessary to provide for the trends or special circumstances affecting the business before or after the incident or which would have affected the business had the incident not occurred.

Turnover
The money paid or payable to you for goods sold or delivered and for services rendered in course of the business at the premises.

Claims - basis of settlement
The insurance by this item is limited to loss of gross profit not exceeding the limit of liability due to
a) reduction in turnover; and
b) increase in cost of working

and the amount payable as indemnity shall be

1. in respect of reduction in turnover, the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the incident fall short of the standard turnover

2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the incident but not exceeding the total of
a) the sum produced by applying the rate of gross profit to the amount of reduction thereby avoided; plus
b) 25% of the sum insured by this item (but not more than 250,000 GBP)

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the incident.

Additional increased cost of working (if insured) is limited to additional expenditure in consequence of the incident in excess of the amount recoverable under clause b) above, necessarily and reasonably incurred to maintain the business during the indemnity period.
Section 2 – Business interruption

Memoranda

1. Alternative premises
   If during the indemnity period goods are sold or services carried out elsewhere than at the premises for the benefit of the business either by you or by others on your behalf, we shall take into account the money paid or payable for such sales or services in arriving at the turnover during the indemnity period.

2. Professional accountants
   We will pay for professional accountants’ charges you reasonably incur for producing and certifying any particulars, details, information or evidence that we may require under the terms of the claims conditions, provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the limit of liability.

3. Renewal
   You shall before each renewal tell us the estimated gross profit for the financial year most nearly concurrent with the next period of insurance.

4. Premium adjustment
   The first and annual premiums for gross profit are provisional and are based on the estimated gross profit for the financial year most nearly concurrent with the period of insurance.

   Within six months of the expiry of each period of insurance, you shall give us a declaration of the gross profit earned during the financial year most nearly concurrent with the period of insurance as confirmed by your auditors.

   If any incident has occurred giving rise to a claim for loss of gross profit, we shall increase the declaration for the purpose of premium adjustment by the amount by which the gross profit was reduced during the financial year solely in consequence of the incident.

   If the declaration (adjusted as above and proportionately increased where the maximum indemnity period exceeds twelve months)
   a) is less than the estimated gross profit for the relative period of insurance, we will allow a pro rata return of premium not exceeding 50% of such premium.
   b) is greater than the estimated gross profit for the relative period of insurance, you shall pay a pro rata additional premium.

5. Uninsured standing charges
   If any standing charges of the business are not insured by this section (having been deducted in arriving at the gross profit), then in calculating the amount recoverable as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the gross profit bears to the sum of the gross profit and the uninsured standing charges.
Section 2 – Business interruption

Appendix B – Gross revenue (declaration-linked basis)

Additional definitions
The following words will have the same meaning wherever they appear in this section or in the cover summary relating to this section. To help identify these words they will appear in bold in the section wording.

Notes
1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.
2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual revenue
The revenue during the twelve months immediately before the date of the incident.

Estimated revenue
The amount you declare to us as representing the revenue which you anticipate will be earned by the business during the financial year most nearly concurrent with the period of insurance (proportionately increased where the maximum indemnity period exceeds twelve months).

Limit of liability
133.33% of the estimated revenue stated in the cover summary and 100% of the sums insured by other items.

Our liability shall not be reduced by the amount of any loss as long as you agree to pay the appropriate additional premium for such automatic reinstatement of cover.

Revenue
The money paid or payable to you in respect of the work done or services rendered in the course of the business.

Standard revenue
The revenue during that period in the twelve months immediately before the date of the incident which corresponds with the indemnity period. We will adjust the figures as necessary to provide for the trends or special circumstances affecting the business before or after the incident or which would have affected the business had the incident not occurred.

Claims - basis of settlement
The insurance by this item is limited to loss of revenue not exceeding the limit of liability due to
a) reduction in revenue; and
b) increase in cost of working

and the amount payable as indemnity shall be

1. in respect of reduction in revenue the amount by which the actual revenue during the indemnity period shall in consequence of the incident fall short of the standard revenue
2. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in revenue which but for that expenditure would have taken place during the indemnity period in consequence of the incident but not exceeding the total of
   a) the amount of reduction in revenue thereby avoided; plus
   b) 25% of the sum insured by this item (but not more than 250,000 GBP)

less any sum saved during the indemnity period in respect of such charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the incident.

Additional increased cost of working (if insured) is limited to additional expenditure in consequence of the incident in excess of the amount recoverable under clause b) above necessarily and reasonably incurred to maintain the business during the indemnity period.

Memoranda

1. Alternative premises
   If during the indemnity period goods are sold or services carried out elsewhere than at the premises for the benefit of the business either by you or by others on your behalf, we shall take into account the money paid or payable for such sales or services in arriving at the revenue during the indemnity period.

2. Professional accountants
   We will pay for professional accountants’ charges you reasonably incur for producing and certifying any particulars, details, information or evidence that we may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the limit of liability.
3. **Renewal**  
   You shall before each renewal tell us the estimated revenue for the financial year most nearly concurrent with the next period of insurance.

4. **Premium adjustment**  
   The first and annual premiums for revenue are provisional and are based on the estimated revenue for the financial year most nearly concurrent with the period of insurance.

   Within six months of the expiry of each period of insurance, you shall give us a declaration of the revenue earned during the financial year most nearly concurrent with the period of insurance as confirmed by your auditors.

   If any incident shall have occurred giving rise to a claim for loss of revenue, we shall increase the declaration for the purpose of premium adjustment by the amount by which the revenue was reduced during the financial year solely in consequence of the incident.

   If the declaration (adjusted as provided above and proportionately increased where the maximum indemnity period exceeds twelve months)
   a) is less than the estimated revenue for the relative period of insurance, we will allow a pro rata return of premium not exceeding 50% of such premium.
   b) is greater than the estimated revenue for the relative period of insurance, you shall pay a pro rata additional premium.
Section 2 – Business interruption

Appendix C – Additional cost of working

Claims - basis of settlement

The insurance by this item is limited to additional cost of working due to additional expenditure and costs necessarily and reasonably incurred in order to minimise any interruption or interference with the business during the indemnity period but not exceeding the sum insured stated in the cover summary.

Memorandum

1. Professional accountants

We will pay for professional accountants’ charges you reasonably incur for producing and certifying any particulars, details, information or evidence that we may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.
Section 2 – Business interruption

Appendix D – Rent receivable

Additional definitions
The following words will have the same meaning wherever they appear in this section or in the cover summary relating to this section. To help identify these words they will appear in bold in the section wording.

Notes
1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.
2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual rent receivable
The rent receivable during the twelve months immediately before the date of the incident.

Rent receivable
The money paid or payable to you for accommodation and services provided in course of the business at the premises.

Standard rent receivable
The rent receivable during that period in the twelve months immediately before the date of the incident which corresponds with the indemnity period.
We will adjust the figures as necessary to provide for trends or special circumstances affecting the business before or after the incident or which would have affected the business had the incident not occurred.

Claims - basis of settlement
The insurance by this item is limited to loss of rent receivable not exceeding the sum insured stated in the cover summary due to
a) loss of rent receivable, and
b) increase in the cost of working
and the amount payable as indemnity shall be
1. in respect of loss of rent receivable, the amount by which the rent receivable during the indemnity period shall in consequence of the incident fall short of the standard rent receivable
2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in rent receivable which but for that expenditure would have taken place during the indemnity period in consequence of the incident but not exceeding the reduction in rent receivable thereby avoided

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of rent receivable as may cease or be reduced in consequence of the incident.

However, if the sum insured by this item is less than the annual rent receivable (proportionately increased where the maximum indemnity period exceeds twelve months) the amount payable shall be proportionately reduced.

Memoranda
1. Alternative trading clause
If during the indemnity period, you or others on your behalf provide accommodation or services elsewhere than at the premises for the benefit of the business, we shall take into account the money paid or payable for such accommodation or services in arriving at the rent receivable during the indemnity period.

2. Professional accountants
We will pay for professional accountants’ charges you reasonably incur for producing and certifying any particulars, details, information or evidence that we may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.

3. Return of premium
If the rent receivable earned (proportionately increased where the maximum indemnity period exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by your auditors is less than the sum insured, we will make a pro rata return of premium not exceeding 50% of the premium paid on such sum insured for such period of insurance. If any incident shall have occurred giving rise to a claim under this section, the return of premium shall be made in respect only of so much of the difference as is not due to the incident.
Section 2 – Business interruption

Appendix E – Research expenditure

Additional definitions
The following words will have the same meaning wherever they appear in this section or in the cover summary relating to this section. To help identify these words they will appear in bold in the section wording.

Notes
1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.
2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual research expenditure
The aggregate amount of the research expenditure incurred during the twelve months immediately before the date of the incident. We will adjust the figures as necessary to provide for trends or special circumstances affecting the business before or after the incident or which would have affected the business had the incident not occurred.

Insured amount per week
One-fiftieth part of the research expenditure incurred during the financial year immediately before the date of the incident.

Research expenditure
The total expenditure on research by you at the premises less the relative cost of raw materials consumed.

Claims - basis of settlement
The insurance by this item is limited to the loss sustained by you in respect of
a) research expenditure and
b) increase in cost of working
and the amount payable as indemnity shall be

1. in respect of research expenditure, for each working week in the indemnity period during which the activities of the business are in consequence of the incident
   a) totally interrupted or totally given over to the re-working of projects affected by the incident the insured amount per week; or
   b) partially interrupted or partially given over to the re-working of projects affected by the incident, an equitable proportion of the insured amount per week based upon the time rendered ineffective because of the incident

2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred solely in consequence of the incident in order to minimise the interruption but the amount payable under this heading shall not exceed the additional amount that would have been payable under paragraph 1 above for loss of research expenditure if no such increase in cost of working had been incurred
less any sum saved during the indemnity period in respect of such of research expenditure as may cease or be reduced in consequence of the incident.

However, if the sum insured by this item is less than the annual research expenditure (proportionately increased where the maximum indemnity period exceeds twelve months) the amount payable under paragraphs 1 and 2 above shall be proportionately reduced.
Section 2 – Business interruption

Appendix F – Loss of book debts

Additional definitions
The following words will have the same meaning wherever they appear in this section or in the cover summary relating to this section. To help identify these words they will appear in bold in the section of the wording.

Notes
1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.
2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Book debts
The financial amounts due to you but not yet paid in respect of goods or services supplied by you to customers on a credit or hire purchase basis and for which they have accepted delivery.

Outstanding debit balances
Where there are monthly declarations, the total declared under the last statement adjusted for
a) bad debts;
b) amounts debited(or invoiced but not debited) and credited to customer accounts in the period between the date to which the statement applied and the date of damage; and
c) any abnormal trade condition which had or could have a material effect on the business
OR
A reasonable estimate of the total outstanding debts at the date of the damage after adjustment for bad debts and as agreed between you and us provided that this estimate does not exceed 75% of the sum insured as set out in the cover summary.

Claims - basis of settlement
The insurance by this item is limited to the loss not exceeding the sum insured sustained by you in respect of
a) loss of book debts; and
b) additional expenditure

and the amount payable as indemnity shall be
1. in respect of loss of book debts, the amount of total outstanding debit balances less the total of amounts of outstanding debit balances traced or received.
2. in respect of additional expenditure, the amount necessarily and reasonably incurred solely in consequence of the incident in order to trace and establish the amount of customer debit balances but the amount payable under this heading shall not exceed the additional amount that would have been payable under a) for loss of book debts if no such increase in additional expenditure had been incurred.

Memoranda
1. Professional accountants
   We will pay for professional accountants’ charges you reasonably incur for producing and certifying any particulars, details, information or evidence that we may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.

2. Declaration
   Within 30 days of the end of each calendar month, you will advise us in writing of the total amount of outstanding debit balances as shown in your accounts. If you do not advise us, we shall take the maximum sum insured as the total amount declared.
   At the end of each period of insurance the actual premium shall be calculated on the average amount insured i.e. the total of the amounts declared divided by the number of declarations. If the actual premium is greater than the first or annual premium paid, you shall pay us the difference. If it is less we will refund the difference to you but only up to one half of the first or annual premium paid.

3. Automatic reinstatement
   We will not reduce the sum insured by the amount of any loss as long as you pay the extra premium on the amount of the loss from the date it occurred to the date of the expiry of the period of insurance.

Special condition
It is a condition precedent to our liability that
a) your books of account and other business books or records in which you record customer accounts are kept in fire resisting safes or cabinets when not in use; and
b) you must calculate the total of outstanding customers’ accounts every month and keep a record of each month’s total (including back-up copies of computer data) in a place other than at the premises.
Section 3 – Money

Part 1 – Loss of money

Definitions
The following words will have the same meaning wherever they appear in this section or in the cover summary relating to this section. To help identify these words they will appear in **bold** in the section wording.

Alarmed premises
The premises or those parts of the premises protected by the intruder alarm system.

Business hours
The usual working hours (including overtime) during which you or your employees entrusted with money are on the premises for the purpose of the business.

Estimated annual amount of money
Money excluding stamped National Insurance Cards, crossed cheques, crossed bankers drafts, crossed warrants, National savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices.

Intruder alarm system
The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by us.

Keyholder
You or any responsible person or keyholding company you authorise
1. to accept notification of faults or alarm signals relating to the intruder alarm system; and
2. to attend and allow access to the premises.
At least one keyholder must be available at all times.

Limits any one loss
As stated in the cover summary in respect of the following.
1. Stamped national insurance cards, crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques) crossed money orders, crossed postal orders, crossed bankers draft, crossed warrants, national savings certificates, premium savings bonds, unused units in franking machines, credit company sales vouchers and VAT invoices.
2. Money other than as described in item 1 not contained in locked safes
   a) in your premises outside business hours.
   b) in the private houses of your principals or authorised employees or the premises of solicitors or authorised agents to the extent that money is not otherwise insured.
   c) in the custody of collectors for twenty four hours from the time of receipt or until the next working day whichever is the later.
3. Money other than as described in item 1 from locked safes outside business hours. We shall not be liable for loss of money from any safe or strongroom not listed in the cover summary above a limit of 2,500 GBP in total.
4. Any other loss of money other than as described in item 1 insured by this section.

Responsible person
You or any person you authorise to be responsible for the security of the premises.

Insuring clause
We will indemnify you in respect of the following.
1. Loss of or damage to money, your property or for which you are responsible, in the course of the business up to the limit any one loss stated in the cover summary
   a) in transit.
   b) in the custody of collectors for twenty four hours from time of receipt or until the next working day whichever is the later.
   c) on sites of contracts where employees are working.
   d) on the premises
   e) at the private houses of your principals or authorised employees or the premises of solicitors or authorised agents, to the extent that money is not otherwise insured, up to a maximum amount of 500 GBP for any one loss or any higher limit shown in the cover summary for any one loss.
   f) deposited in any bank night safe and within bank premises until removed by a bank official, up to a maximum amount of 5,000 GBP for any one loss or any higher limit shown in the cover summary for any one loss.
   g) on the premises outside of business hours as shown in the cover summary.
   h) on the premises outside of business hours in a locked safe or strongroom as shown in the cover summary.
2. Loss of or damage following robbery or attempted robbery to any safe or strongroom at the premises, any container, case, bag or waistcoat used for the carriage of money or any stamp franking machine used for your business.
Section 3 – Money

3. Damage to clothing and personal effects (including up to 25 GBP per person for personal money) belonging to you or any of your directors, partners or employees following robbery or any attempted robbery subject to a limit any one person of 500 GBP.

Special conditions

A. It is a condition precedent to our liability under item 3 of the cover summary (money from locked safes outside business hours) that outside business hours the safes are kept locked and the keys of the safes are not be left on the premises unless

1. the premises are occupied by you or an authorised employee, in which case such keys if left on the premises must be kept in a secure place not in the vicinity of the safes; or
2. if the premises are unoccupied, the keys to the safe(s) detailed under item 3 on the cover summary are placed in a separate locked safe or strongroom and the keys to this removed from the premises. In this event our maximum liability shall not exceed the limit of liability stated in the cover summary under item 3 or 5,000 GBP whichever is the less in respect of loss of money.

If you do not comply with this special condition, we will deal with any loss of money under item 2 i) of the cover summary (money not contained in locked safes in your premises outside business hours), provided that our maximum liability shall not in the aggregate exceed the limit any one loss stated in the cover summary.

B. Intruder alarm

(Applies only if stated in the cover summary)

It is a condition precedent to our liability in respect of damage that

1. the alarmed premises are protected by the intruder alarm system whenever they are closed for business or left unattended.
2. the intruder alarm system is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with us.
3. no alteration to or substitution of
   a) any part of the intruder alarm system;
   b) the procedures agreed with us for police or any other response to any activation of the intruder alarm system; or
   c) the maintenance contract shall be made without our written agreement.
4. no structural alteration of or changes in the layout to the premises that could affect the operation of the intruder alarm system shall be made without our written consent.
5. the alarmed premises shall not be left without at least one responsible person on them without our agreement
   a) unless the intruder alarm system is set in its entirety with the means of communication used to transmit signals in full operation; or
   b) if the police have withdrawn their response to alarm calls.
6. all keys to the intruder alarm system are removed from the premises when they are left unattended.
7. the keyholders will keep all codes for the operation of the intruder alarm system secret and will not leave details of them on the premises.
8. you shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm.
9. if the intruder alarm system is activated or the communication signal interrupted then, unless alternative procedures have been agreed with us in writing, a keyholder will attend the premises as soon as reasonably possible following notification and will not leave without there being at least one responsible person on the premises until the provisions of paragraph 5 have been complied with.
10. in the event of you receiving any notice
    a) that police response to alarm signals/calls from the intruder alarm system may be withdrawn or the level of response reduced or delayed;
    b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
    c) from the installing company or other such company as agreed by us that the intruder alarm system cannot be returned to or maintained in fully working order
    you shall advise us as soon as possible and in any event not later than 10.00 am on the next working day and comply with all our subsequent requirements.

Special provision

It is a condition precedent to our liability that before we agree the alarm specification and maintenance contract arrangements you shall comply with all the requirements detailed above as if we had agreed the specification and maintenance arrangements.
Section 3 – Money

Exclusions

We will not be liable for losses from the following.

1. By theft by any of your directors, partners or employees
   a) not discovered within fourteen working days of its occurrence; or
   b) more specifically insured by any other policy or policies except in respect of any excess beyond the amount payable under such other policy or policies.

2. Arising elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

3. From an unattended vehicle unless the vehicle is stolen at the same time or the vehicle is securely locked and money stored out of sight at the time of the loss.

4. Due to the dishonest acts of any person in your employment or service not discovered within fourteen days of the actual occurrence.

5. Due to falsification of accounts.

6. More specifically insured under another policy except for any amount in excess of the amount payable under this policy.

7. Arising from shortages due to error, omission, depreciation in value or the use of counterfeit money.

8. Of money or contents from any gaming or vending machine in excess of 500 GBP.

9. Arising from consequential loss of any kind.

10. Damage to money during transit by post (other than registered post).

Part 2 – Personal injury (robbery)

Definitions

Each time one of the definitions below is used in this section it will have the same meaning wherever it appears in this section or in the cover summary in relation to this section. To help identify these words they appear in bold in this section wording.

Bodily injury

Injury resulting solely and directly from accident caused by outward, violent and visible means which shall directly and independently of any other cause result in death or disablement.

Insured person

You or any director, principal, partner or employee.

Loss of limb

A. In the case of an upper limb, the physical severance of four fingers through or above the meta-carpophalangeal joints or permanent total loss of use of an entire arm or hand.

B. In the case of a lower limb, the physical severance at or above the ankle or permanent total loss of use of an entire leg or foot.

Loss of sight

Permanent and total loss of sight which will be considered as having occurred

A. in both eyes if the insured person’s name is added to 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 (meaning seeing at 3 feet what the insured person should see at 60 feet).

Medical expenses

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

Permanent total disablement

Bodily injury (not resulting in loss of limbs or loss of sight) which is the sole and direct cause of the insured person being totally disabled and prevented from attending to any business or occupation, with proof satisfactory to us that such disablement has continued for 104 weeks from the date of the occurrence and will in all probability continue for the remainder of the life of the insured person.

Temporary total disablement

Bodily injury which is the sole and direct cause of the insured person being totally disabled and prevented from attending to their business or occupation.

Temporary partial disablement

Bodily injury which is the sole and direct cause of the insured person being partially disabled and prevented from attending to a substantial part of their business or occupation.
Section 3 – Money

Insuring clause

a) We will pay the benefits stated in the cover summary in respect of bodily injury sustained by the insured person as a result of robbery or attempted robbery arising in the course of the business and within two years resulting in the following:

1. Death.
2. Loss of sight.
3. Loss of limbs.
4. Permanent total disablement (other than by loss of limbs or loss of sight).
5. Temporary total disablement.
6. Temporary partial disablement.
7. Damage to clothing or personal effects belonging to you or any of your employees subject to a limit of 500 GBP any one person.

b) We will reimburse you in respect of medical expenses necessarily incurred in the treatment of the insured person up to 15% of any amount paid under benefit 5 and 6.

Benefits

The benefits applicable are as stated in the cover summary.

Limits of amounts payable

1. The benefit under item 5 and 6 shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement.
2. If and when benefit becomes payable under any of items 1, 2 or 3, any weekly benefit being paid in connection with the same injury will cease.
3. Permanent total disablement shall have lasted for 104 weeks and have been proved to our satisfaction to be permanent and without expectation of recovery before benefit under item 4 becomes payable.
4. Payment of a claim under one of the items 1, 2, 3 or 4 will end the cover granted insofar as it applies to the insured person concerned.
5. No benefit shall be payable for more than one of the items 1, 2, 3 or 4 in respect of the same injury.
6. No benefit shall be payable in respect of death or disablement consequent upon aggravated or prolonged by any pre-existing physical or mental defect, infirmity, pregnancy or childbirth.

Special conditions

A. The cover under this part of the section applies only to persons between the ages of 16 and 70 years.
B. Bodily injury must occur in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Claims condition

a) You shall provide all certificates, information and evidence required by us in the form prescribed by us at your expense. The insured person shall as often as required submit to medical examination on our behalf and expense in connection with any claim. In the event of the death of an insured person, we are entitled to have a post mortem examination at our own expense.

b) We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this section and our liability shall be discharged when you or your personal representative receive any compensation payable.

c) The insured person or their personal representative shall have no right to claim from or sue us.

d) If more than one party has an interest in the insured person, the benefit shall represent the total amount payable in respect of that insured person for all interests covered by this insurance.

Exclusions

We will not be liable for the following.

1. Loss arising elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
2. Loss more specifically insured under another policy except for any amount in excess of the amount payable under this policy.
3. Loss arising from consequential loss of any kind.
Section 4 – Trade all risks

Definitions
The following words will have the same meaning wherever they appear in this section or in the cover summary relating to this section. To help identify these words they will appear in bold in the section wording.

Alarmed premises
The premises or those parts of the premises protected by the intruder alarm system.

Intruder alarm system
The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by us.

Keyholder
You or any responsible person or keyholding company you authorise
1. to accept notification of faults or alarm signals relating to the intruder alarm system; and
2. to attend and allow access to the premises.
At least one keyholder must be available at all times.

Property insured
Property belonging to you or for which you are responsible as set out in the cover summary.

Responsible person
You or any person you authorise to be responsible for the security of the premises.

Territorial limits
The limits chosen by you and shown in the cover summary attaching to this policy.
A. At your business premises;
B. Anywhere in the UK;
C. Anywhere in the EU; or
D. Anywhere in the world.

Insuring clause
We will indemnify you for damage by any cause not specifically excluded to property insured set out in the cover summary anywhere in the territorial limits, provided the damage occurs within the period of insurance and subject to the limits specified in the cover summary.

Clauses
1. Interest
It is understood that other parties may have an interest in certain property insured by this policy. The nature and extent of this interest must be disclosed in the event of damage.

2. Subrogation waiver
In the event of a claim arising under this policy, we agree to waive any rights, remedies or relief to which we might become entitled by subrogation against:
   a) any company standing in the relation of parent to subsidiary (subsidiary to parent) to you as defined in the Companies Act or Companies (N.I.) Order current at the time of the damage.
   b) any company which is a subsidiary of a parent company of which you are a subsidiary as defined in the Companies Act or Companies (N.I.) Order current at the time of the damage.

3. Reinstatement
Subject to the following special conditions, the basis upon which we will calculate the amount payable in respect of property insured by all items, other than stock or rent, shall be the reinstatement of the property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

For this purpose reinstatement means
a) the rebuilding or replacement of property damaged which may be carried out in any manner suitable to your requirements or on another site as long as our liability is not increased; or
b) the repair or restoration of property damaged.

Special conditions
1. Our liability for the repair or restoration of property partly damaged shall not exceed the amount which would have been payable had such property been wholly destroyed.

2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item exceeds its sum insured at the start of any damage, our liability shall not exceed that proportion of the amount of the damage which the sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

3. No payment beyond the amount which would have been payable in the absence of this clause shall be made
   a) unless reinstatement commences and proceeds as quickly as possible.
   b) until the cost of reinstatement shall have been actually incurred.
Section 4 – Trade all risks

c) if the **property insured** at the time of its **damage** shall be insured by any other insurance effected by or on your behalf which is not upon the same basis of reinstatement.

4. All the other terms and conditions of the policy shall apply in respect of any claim payable under this clause so far as they are able.

**NB:** This clause does not apply to claims for employees, principals’ or directors’ personal effects.

**Special condition**
*(Applies only if stated in the cover summary)*

A. **Intruder alarm**

It is a condition precedent to our liability in respect of damage that

1. the **alarmed premises** are protected by the **intruder alarm system** whenever they are closed for business or left unattended.
2. the **intruder alarm system** is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with us.
3. no alteration to or substitution of
   a) any part of the **intruder alarm system**;
   b) the procedures agreed with us for police or any other response to any activation of the **intruder alarm system**; or
   c) the maintenance contract shall be made without our written agreement.
4. no structural alteration of or changes in the layout to the **premises** that could affect the operation of the **intruder alarm system** shall be made without our written consent.
5. the **alarmed premises** shall not be left without at least one **responsible person** on them without our agreement
   a) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation; or
   b) if the police have withdrawn their response to alarm calls.
6. all keys to the **intruder alarm system** are removed from the **premises** when they are left unattended.
7. the **keyholders** will keep all codes for the operation of the **intruder alarm system** secret and will not leave details of them on the **premises**.
8. you shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm.
9. if the **intruder alarm system** is activated or the communication signal interrupted then, unless alternative procedures have been agreed with us in writing, a **keyholder** will attend the **premises** as soon as reasonably possible following notification and will not leave without there being at least one **responsible person** on the **premises** until the provisions of paragraph 5 have been complied with.
10. in the event of you receiving any notice
    a) that police response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed;
    b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
    c) from the installing company or other such company as agreed by us that the **intruder alarm system** cannot be returned to or maintained in fully working order you shall advise us as soon as possible and in any event not later than 10.00 am on the next working day and comply with all our subsequent requirements.

**Special provision**

It is a condition precedent to our liability that before we agree the alarm specification and maintenance contract arrangement, you shall comply with all the requirements detailed above as if we had agreed the specification and maintenance arrangements.

**Exclusions**

We will not pay for the following.

1. Any consequential loss.
2. Financial loss caused by the loss of use or malfunction of the **property insured**.
3. **Damage** arising from
   a) faulty or defective design materials, inherent vice or latent defect.
   b) mechanical, electrical, electronic, computer breakdown, failure or derangement.
   c) wear and tear, gradual deterioration, the action of light, atmospheric conditions or other gradually operating cause.
   d) process of cleaning, restoring or repairing.
   e) process of production, packing, treatment, testing or commissioning.
   f) confiscation or detention by Customs or government officials.
Section 4 – Trade all risks

g) disappearance or shortage identified only by stocktaking.
h) riot, civil commotion occurring elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

4. Damage from theft or attempted theft or unexplained shortages from unattended vehicles owned or operated by you or on your behalf unless
a) all doors, windows and other access points have been securely closed and locked;
b) any security devices fitted are correctly set and in operation; and

c) all keys to doors, other access points and ignition have been removed from the vehicle.

5. Damage to
a) property insured loaned or hired out by you.
b) glass and other fragile or brittle materials unless as a direct result of fire, theft or accident to the vehicle in which the property insured was being transported.
c) property insured left in the open by theft, attempted theft, storm or flood.
d) property insured carried on the outside of vehicles unless as a direct result of collision or overturning.

6. Damage caused by pollution.
However we will cover damage to the property insured caused by
a) pollution which itself results from fire, lightning, explosion, aircraft or other aerial devices dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any pipe, tank or apparatus, sprinkler leakage or impact by any road vehicle or animal; or

b) any of the above named covers which itself results from pollution provided it is not otherwise excluded.

7. Damage occurring outside the territorial limits.

8. The excess shown in the cover summary.
Section 5 - Goods in transit

Definitions
The following words will have the same meaning wherever they appear in this section of the policy or in the cover summary relating to this section. To help identify these words they will appear in bold in the section wording.

High value property
Cigars, cigarettes and tobacco, non-ferrous metals, wines and spirits, clocks and watches, photographic equipment, furs, jewellery, gold, silver, precious stones and precious metals, radio, TV, hi-fi and video equipment, computers, mobile phones, video tapes, cassettes, CDs and DVDs, antiques and works of art belonging to you or for which you are responsible.

In transit
The period of time beginning when the property insured comes under the control of the carrier and ending when it is delivered.
This will include loading, temporary housing en route for a period not exceeding 30 days and unloading. This will also include return transits to you from your customers.

Property insured
Goods or merchandise belonging to you or for which you are responsible incidental to the business. This excludes any property carried for hire or reward.

Territorial limits
Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including direct sea or air transit between these territories.

Vehicle
Vehicle including any trailer attached to it.

Insuring clause
We will at our option indemnify you by payment or reinstatement for accidental damage to the property insured while in transit within the territorial limits from any of your premises whilst being carried by vehicles operated by you, your hauliers, rail or by parcel post.

We will not pay more than the limits shown in the cover summary and you will be responsible for any excess that applies.

Extensions
We will extend this section to cover the following.

1. Extra costs and expenses necessarily incurred in reloading onto any vehicle any property insured which has fallen from the vehicle and removing debris of the property insured following damage which is not excluded or following accident to the vehicle.
   Our limit of liability will not exceed 2,500 GBP.

2. Damage to containers, tarpaulins, ropes, chains and other fastenings owned by you or in your charge and control while carried on any vehicle.

3. Damage to the personal effects of the driver and his attendant up to a maximum amount of 500 GBP.
   We will not be responsible for the first 25 GBP of each claim.
   We will not indemnify you or your driver for damage to any item insured by any other insurance policy.

4. Expenses reasonably incurred for which you are responsible in transferring the property insured to any other vehicle following fire, collision, overturning or impact of the vehicle including carrying the property insured to the original destination or to place of collection.

5. Costs and expenses reasonably incurred by you in re-securing the property insured following a dangerous movement of the load in transit for an amount not exceeding 500 GBP any one event.

6. Any vehicle used temporarily in substitution of any vehicle referred to in the cover summary applicable to this section whilst it is out of use for maintenance, repair or official vehicle testing. Any substitute vehicle will be subject to the terms applicable to the original vehicle.

Special conditions
A. Due care
   It is a condition precedent to our liability under this section that
   1. in respect of any vehicle you own or operate under your control that
      a) it is maintained in an efficient and roadworthy condition and is regularly serviced with particular attention to the roadworthiness of steering, brakes, tyres, lights and all security devices fitted;
      b) all protective devices specified in the cover summary and all other security devices fitted are properly maintained and not changed without our written agreement; and
Section 5 - Goods in transit

c) whenever the vehicle containing the property insured is left unattended
   i) all doors, windows and other access points have been securely closed and locked;
   ii) any security devices fitted are correctly set and in operation; and
   iii) all keys to doors, other access points and ignition have been removed from the vehicle.

2. you take due care to make sure that each package or parcel insured is securely and adequately packed
   according to the nature of the goods and that each package or parcel is correctly and fully addressed. You
   should obtain proper receipts from the postal and rail authorities and any other carrier and keep them for our
   inspection at any time.

B. Alarm
   (Applies only if stated in the cover summary)
   We will not be liable for any damage by theft or attempted theft from any unattended vehicle unless the alarm system
   1. is maintained and inspected in accordance with the terms and conditions of the installing company’s
      agreement; and
   2. put into operation and all alarm keys removed from the vehicle.

Claims condition
a) You should keep any merchandise or package for which you are making a claim together with its packaging as far as
   possible in the same state as delivered so we or any person authorised by us can inspect it.

b) You shall assist us at our expense in providing details of any claim against carriers or others for any damage for which
   we shall be liable.

c) If we ask, you shall assign the claim against the carriers or others to us so we can make the claim in our own name.

d) Once a claim has been paid, any compensation recovered from the carriers or others for any damage shall belong to us,
   except that any amount recovered in excess of the sum paid by us as compensation shall belong to you.

e) Once a claim has been paid, the property for which payment is made shall belong to us.

Exclusions
We will not be liable for damage

1. to money, deeds, bonds, documents, manuscripts, business books and computer system records, patterns, moulds,
   models, designs, plans.

2. to high value property unless specifically insured.

3. to livestock or other living creatures.

4. to explosives or goods of a dangerous nature.

5. to tools of trade.

6. caused by deterioration due to change in temperature of property insured carried in a chilled, refrigerated, frozen or
   insulated condition unless caused by an accident to the vehicle.

7. caused by
   a) wear and tear, gradual deterioration, contamination, depreciation, evaporation, leakage spillage or shortage of
      weight, inherent vice, insects, mildew, vermin or nature of the property insured;
   b) normal atmospheric conditions where the property insured is on an open vehicle unless it is properly
      protected;
   c) mechanical, electrical, electronic, computer breakdown, failure or derangement unless external damage occurs
      first to the property insured;
   d) delays, loss of market or other consequential loss;
   e) not making full and complete declarations or not getting receipts for parcels, packages or consignments.

8. resulting from theft or attempted theft or unexplained shortages from any unattended vehicle you own or operate unless
   a) all doors, windows and other access points have been securely closed and locked;
   b) any security devices fitted are correctly set and in operation; and
   c) all keys to doors, other access points and ignition have been removed from the vehicle.

9. caused by strikes, riots, civil commotion and malicious damage in Northern Ireland.

10. to property insured carried on vehicles other than those listed in the cover summary.

11. to property insured in any vehicle you own or which is in your custody or control while it is being used for private
    purposes outside the normal course of your business.

12. caused by nationalisation, confiscation, requisition or destruction by order of any government, public or local authority.

13. to property insured arising as a result of packing which was inadequate to withstand normal handling during transit or
    from overloading of the vehicle.

14. to property insured more specifically insured.
Section 6 – Computer breakdown

Definitions
The following words will have the same meaning wherever they appear in this section of the policy or in the cover summary relating to this section. To help identify these words they will appear in bold in the section wording.

Breakdown
Damage to an item of equipment resulting from the actual breaking, distortion or electrical burn-out of any part whilst in use at the premises arising from defects in the item of equipment causing sudden stoppage of its function and requiring its repair or replacement but excluding damage caused by fire or by any cause external to the equipment.

We shall not be liable for breakdown of any equipment that is not the subject of a maintenance contract with a competent computer maintenance firm, affording free parts and free labour for repairs necessitated by breakdown arising from wear and tear or the fault of the maintenance firm. This proviso shall be of no effect in respect of any equipment whilst it is the subject of a guarantee provided by the manufacturer or supplier under which equivalent services are afforded.

Computer virus
Any software program routine code or system or any part thereof which causes loss, distortion, destruction, corruption of or restricted access to any information data program routines or software forming part of any computer media.

Equipment
a) Computer equipment including fixed disks and interconnected wiring used for processing electronic data together with visual display units, printers and data carrying materials but excluding any such equipment controlling any manufacturing process.

b) Ancillary equipment solely for use with the computer equipment comprising air conditioning, cooling equipment, generating equipment, voltage regulating equipment, telecommunication links, electronic access equipment and temperature and humidity recording equipment.

c) Data carrying materials being current and back-up disks, tapes and other materials (excluding paper records of any description).

Insuring clause
We will indemnify you for damage to the equipment insured as stated in the cover summary due to breakdown occurring whilst the equipment is at your premises.

Extensions
1. Incompatibility of computer records
In the event of a claims settlement resulting in the replacement of equipment insured with equipment which is incompatible with your undamaged computer data and programme records, we will indemnify you for
a) the costs of modification of the equipment; or
b) the costs of replacing or reinstating programmes or data necessarily and reasonably incurred with our consent to achieve compatibility.

We will not pay more than 10,000 GBP under this extension.

2. Increased costs of working/reinstatement of data
In the event of
a) damage for which we are liable above, or would be liable but for the application of any excess, which causes interruption or interference with the computer operations of the business for a period of at least 24 consecutive hours;

b) total or partial failure for a period of at least 30 consecutive minutes of the supply of electricity to the premises which is not caused by a deliberate act of the supply undertaking, unless performed for the sole purpose of safeguarding life or protecting a part of the supply undertaking’s system, or by a scheme of rationing, unless necessitated solely by physical damage to a part of the supply undertaking’s system;

c) total failure for a period of at least 30 consecutive minutes of the electricity supply to an item of equipment resulting from sudden and unforeseen damage to the distribution equipment within the premises;

d) total failure for a period of at least 24 consecutive hours of the supply of telecommunication services at the premises which is not caused by a deliberate act of the supply authority, unless performed for the sole purpose of protecting their equipment, or by your use of machinery and equipment which is not accepted by the telecommunications authority as properly installed and compatible with the telecommunications system;

e) the accidental or malicious erasure, destruction, distortion or corruption of data or programmes on the equipment resulting from an identifiable cause but excluding the permanent or temporary loss of or loss of use of or inaccessibility of data or programmes directly resulting from pre-existing faults in or unsuitability of programmes or computer systems software and also excluding losses caused by a malicious act and discovered later than twelve months after the loss was initiated; or
Section 6 – Computer breakdown

f) prevention or hindrance of the use of or access for a period of at least 24 consecutive hours to an item of equipment caused by damage of any property at or in the vicinity of the equipment within the premises we will indemnify you for
a) the increase in cost of working; and
b) the cost of replacement of and reinstatement of data on to data carrying media
and the amount payable as indemnity is the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the business which but for such expenditure would have taken place in consequence thereof during the period beginning with the occurrence and ending not later than the indemnity period stated in the cover summary immediately thereafter during which the results of the business are affected.

This indemnity includes the reasonable charges payable by you to your professional accountants or auditors for producing any particulars or details or any other proofs, information or evidence as may be required under the claims conditions and reporting that such particulars or details are in accordance with your books of account or other business books or documents.

We will not pay more than the amounts stated in the cover summary for
a) increased cost of working excluding the costs of reinstatement of data and replacing data carrying media; or
b) the costs of reinstating data and programmes and replacing data carrying media.

3. Consulting engineers’ fees and claims investigation costs
We will indemnify you for all costs incurred with our consent, including consulting engineers’ fees, in investigating possible repairs (whether or not successful) or the reinstatement of an item of equipment but not the costs of preparing any claim.
We will not pay more than 5,000 GBP in total in respect of such fees and costs.

4. Temporary repairs and expediting permanent repairs
We will indemnify you for the reasonable additional expenses incurred with our consent in making a temporary repair or in carrying out a permanent repair to an item of equipment.
Our liability under this extension shall not exceed 5,000 GBP.

5. Removal of debris/protection from further damage
We will indemnify you for the costs and expenses necessarily incurred with our consent in
a) removing debris, dismantling or demolishing any part of an item of equipment which has sustained damage insured under this section; and
b) protecting any part of an item of equipment whether damaged or not provided that this is necessitated by insured damage.
We will not pay more than 10,000 GBP in total in respect of this extension.

6. Additional rental charge
If, as a direct result of damage insured, the lease or hire contract in force at the time of the accident in respect of the damaged equipment is cancelled by the owners of the equipment and replaced by a new one in respect of similar property to that damaged but at a rental charge rate above that payable under the cancelled contract, we will indemnify you for the additional rental charges to be paid during the two years commencing from the time of such damage.
We will not pay more than 25,000 GBP in total in respect of this extension.

7. Refilling charges
We will indemnify you for the cost of refilling the cylinders of any gas-flooding systems installed solely for the protection of the computer equipment arising out of the accidental discharge of such system.
We will not pay more than 5,000 GBP in total in respect of this extension.

8. Additions
The insurance extends to include additions to equipment occurring after the commencement of the period of insurance up to next renewal provided that this cover shall not exceed 10% of the total sum insured on equipment or 30,000 GBP whichever is the lesser.

9. Anti-theft device
We will indemnify you to replace or repair any anti-theft device which is permanently fitted to equipment following damage covered under this section.
We will not pay more than 5,000 GBP in total in respect of this extension.

Basis of settlement

1. In respect of damage to an item of equipment for which, at the time of the damage, all parts are obtainable from its manufacturer or the agent or factors of the manufacturer at list prices, the basis of indemnity shall be reinstatement of the property damaged and this shall mean
a) its replacement by similar equipment in a condition equal to but not better or more extensive than its condition when new; or
b) the repair of the damage and the restoration of the damaged portion of the equipment to a condition substantially the same as but not better or more extensive than its condition when new subject to the following:
   i) The work must be carried out as quickly as possible.
Section 6 – Computer breakdown

ii) If at the time of repair or reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if all equipment had been destroyed or damaged exceeds its sum insured, the amount payable shall be proportionately reduced.

iii) Our liability shall not exceed the sum representing the cost which could have been paid if the equipment had been wholly destroyed.

2. In respect of damage to equipment not falling within the terms of 1 above, the basis of indemnity will be
   a) the cost of replacement by similar property of similar capacity in a condition equal to but not better or more extensive than its condition when new;
   b) if all the necessary parts to repair the damage are obtainable from the manufacturer, their agent or factor at list prices, the cost of repair of the equipment; or
   c) if all the necessary parts to repair the damage to the equipment are not obtainable from the manufacturer, their agent or factor at list prices, the cost of an equivalent repair to similar property of similar capacity for which all spare parts are obtainable at list prices

subject to the following.

i) The work of replacement or repair must be carried out as quickly as possible.

ii) If, at the time of repair or reinstatement, the sum representing 85% of the cost which would have been incurred in reinstatement if all equipment had been destroyed or damaged exceeds its sum insured, the amount payable shall be proportionately reduced.

iii) Our liability shall not exceed the sum representing the cost which could have been paid if the equipment had been wholly destroyed.

Limit of indemnity
We will not pay more than the sum insured against any one item of equipment or in total the sum insured stated in the cover summary plus any extra amounts for which we are liable under the extensions specified above.

Special condition
1. Precautions
You shall at all times take precautions to maintain in efficient working condition and available for immediate use any standby or spare machinery or any other loss-minimising factors in existence when this insurance was first effected.

Exclusions
We will not provide cover for the following.
1. Repair or replacement necessitated solely by wasting, wearing away or wearing out caused by or resulting from ordinary use or working, rusting or gradual deterioration of any part of an item of property but we shall be liable for the cost of damage insured by this section resulting from such causes.

2. Increase in cost of working incurred as a result of
   a) temporary interference with transmissions to and from satellites due to atmospheric weather, solar or lunar conditions.
   b) failure of any satellite before it attains its full operating function or whilst in or beyond the final year of its design life.

3. Prototype equipment.

4. Equipment more than 10 years old at inception of the policy.

5. Loss of use of equipment or any other consequential loss except as provided for under Extension 2.

6. Any loss recoverable under any guarantee, maintenance, rental, hire or lease agreement or contract.

7. The excess shown in the cover summary.

8. Damage, liability or expense arising from a computer virus.
Definitions
The following words will have the same meaning wherever they appear in this section or in the cover summary relating to this section. To help identify these words they will appear in **bold** in the section wording.

Breakdown
1. Mechanical or electrical failure of any part of the refrigerating plant requiring repair or replacement before it can resume working.
2. Sudden and unforeseen internal explosion causing damage to refrigerating plant. This does not cover the failure of flanged, screwed or flat joints of any description.
3. Damage by frost to the condenser, cylinder, compressor and any water jackets if such damage renders the refrigeration plant inoperative.

Refrigerating plant
All working parts, frames and bedplates including motor compressors, pumps, condensers, evaporators, valves, piping, automatic controls, thermostats and wiring all forming part of the refrigerating unit.

Insuring clause
We will indemnify you in respect of damage to foodstuffs which belong to you or are held by you in trust or on commission for which you are responsible whilst contained

a) in the refrigerating plant detailed in the cover summary; and

b) elsewhere in your premises which, but for the occurrence of an incident covered by this section, would have been placed in your refrigerating plant

by deterioration, contamination or putrefaction caused by or arising from

a) rise or fall in temperature as a result of
   i) breakdown or inherent defect in the refrigerating plant.
   ii) non-operation of the thermostatic or automatic controlling devices forming part of the refrigerating plant.
   iii) accidental failure of the supply of electricity.
   iv) accidental damage to the refrigerating plant.

b) accidental leakage of refrigerant or refrigerant fumes from the refrigerating plant.

Exclusions
1. We will not be liable for loss resulting from
   a) any interruption to the supply of electricity which does not exceed sixty consecutive minutes.
   b) any interruption to the supply of electricity brought about by the deliberate act of any supply authority or by the exercise by any such authority of its power to withhold or restrict supply.
   c) wear and tear, deterioration or gradually developing flaws or defects, partial fractures in the refrigerating plant or incorrect setting of thermostats and automatic controls.
   d) the refrigerating plant itself.

2. 10% of each and every loss (minimum 100 GBP) after the application of the General condition of average in the event of damage involving refrigerating plant over 5 years old at the time of such damage.

Special condition
Maintenance
On the expiry of any guarantee period, you shall

a) effect a maintenance contract on any of the refrigerating plant which does not have hermetically sealed motors and compressors;

b) maintain the maintenance contract throughout the currency of this insurance; and

c) keep a proper record of all examinations, adjustments and replacements carried out.

In the event of a claim or possible claim under this section, we will not be liable for further damage relating to the defective refrigerating plant until it has been repaired to our satisfaction.
Section 8 – Employers’ liability

Definitions
The following words will have the same meaning wherever they appear in this section of the policy or in the cover summary relating to this section. To help identify these words they will appear in bold in the section wording.

Bodily injury
Death, injury, illness, disease or nervous shock.

Business
The business carried on in the United Kingdom including the following activities.
  a) Ownership, use, repair, maintenance and decoration of premises occupied by you.
  b) Repair or maintenance of vehicles or plant owned or used by you.
  c) The provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any employee and first aid, fire, security and ambulance services.
  d) Participation in exhibitions held in member countries of the European Union in connection with the business specified in the cover summary.
  e) Private work undertaken for you by any employee or for any director or employee with your prior consent.

Costs and expenses
  a) Claimants costs and expenses arising in respect of any claim against you which may be the subject of indemnity under this policy.
  b) All cost and expenses incurred by you with our written consent in respect of any claim against you which may be the subject of indemnity under this policy.

Offshore
From the time of embarkation by an employee onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that employee from a conveyance on to land upon return from an offshore rig or offshore platform.

United Kingdom
England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

You/your
  a) The person(s) appointed to act in the capacity of practitioner(s) in relation to any person, company or property as shown on the cover summary.
  b) Any company or person shown in the cover summary as Case.
  c) Any associated or subsidiary company of the insured provided it has been notified to us;
  d) At your request
     i) any director or employee while acting on behalf of or in course of their employment or engagement with you in respect of liability for which you would have been entitled to indemnity under this policy if the claim against any such person had been made against you.
     ii) any officer, member or employee of your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such.
     iii) any of your directors, partners or senior officials in respect of private work carried out by any employee for them with your consent.
     iv) any principal for legal liability in respect of which you would have been entitled to indemnity under this policy if the claim had been made against you arising out of work carried out by you under a contract or agreement.
     v) your personal representatives (in the event of your death) in respect of liability incurred by you provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this policy so far as they can apply and in any event our liability shall not exceed the limit of indemnity.
Section 8 – Employers’ liability

Insuring clause

We will indemnify you against

a) all sums which you shall become legally liable to pay as damages; and

b) costs and expenses

in the event of bodily injury sustained by any employee which arises out of and in the course of their employment by you in the business and which is caused

1. in the United Kingdom.
2. elsewhere in the world in respect of temporary non-manual visits by any employee provided that such employee is normally resident in the United Kingdom.

Limit of indemnity

1. The amount specified in the cover summary.

Our liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity.

The limit of indemnity shall be the maximum amount payable including costs and expenses.

2. Notwithstanding anything contained in paragraph 1 above, our liability under this section for damages and costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of terrorism or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos shall not exceed 5,000,000 GBP.

Employers’ liability compulsory insurance

The indemnity granted by this section is deemed to be in accordance with the provisions of any law enacted in the United Kingdom relating to compulsory insurance of liability to employees.

If however, we pay any sum which would not have been paid but for the provisions of such law, then you shall repay such sum to us.

Extensions

These extensions are subject to all other terms of this policy so far as they can apply unless otherwise stated.

1. Unsatisfied court judgements

In the event that

a) a judgement for damages is obtained against any company or individual operating from premises within the United Kingdom by any employee in respect of bodily injury caused during any period of insurance arising out of and in the course of their employment by you in the business and

b) it remains unsatisfied in whole or in part six months after the date of such judgement

we will indemnify the employee or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied as long as

i) there is no appeal outstanding;

ii) any payment made by us shall only be in respect of bodily injury which would otherwise be within the scope of cover of this section of the policy;

iii) any payment made by us shall only be in respect of liability for which you would have been entitled to indemnity under this section of the policy if the judgement had been made against you; and

iv) we shall be entitled to take over and prosecute for our own benefit any claim against any other party and you, the employee or their personal representatives shall give all information and assistance required.

2. Contractual liability

Notwithstanding General exclusion 3, we will indemnify you under this section against liability in respect of bodily injury assumed by you to the extent that any contract or agreement entered into by you with any principal so requires provided that

a) the liability arises out of the performance by you of such contract or agreement;

b) the conduct and control of claims is vested in us;
Section 8 – Employers’ liability

c) the indemnity granted shall apply only in respect of liability to any employee; and
d) nothing in this extension shall increase our liability to pay any amount in excess of the limit of indemnity under this section.

For the purpose of this extension, “principal” means the other party to a contract or agreement for whom you are undertaking work or services where such party is responsible for setting out the terms of the contract or agreement.

3. Cross liabilities
If the policyholder named in the cover summary comprises more than one party, we will treat each party as though a separate policy had been issued to each of them.

However, nothing in this extension shall increase our liability to pay any amount in excess of the limit of indemnity under this section.

4. Compensation for court attendance
In the event of any of your directors, partners or employees attending court as a witness at our request in connection with a claim in respect of which you are entitled to indemnity under this policy, we will provide compensation at the following rates for each day on which attendance is required.
   a) Any director or partner 250 GBP per day
   b) Any employee 150 GBP per day

5. Legal expenses arising from Health and Safety legislation including Corporate Manslaughter
In the event of
   a) any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
   b) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975
we will provide indemnity against costs and expenses incurred in representing you in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the period of insurance within the United Kingdom and in the course of the business.

The following conditions apply.
1. Our total liability in respect of all costs and expenses shall not exceed 1,000,000 GBP in the aggregate during any one period of insurance.
2. We will indemnify you where such costs and expenses arise as a result of any matter which is the subject of indemnity under this policy.
3. We will only be liable for costs and expenses incurred in respect of legal representation appointed by us.
4. If there is any other insurance or indemnity in force covering the same costs and expenses, our liability shall be limited to a proportionate amount of the total costs and expenses but subject always to the limit of indemnity of 1,000,000 GBP.
5. This indemnity will not apply
   i) in respect of fines or penalties of any kind;
   ii) to proceedings consequent upon any bodily injury deliberately caused by you; or
   iii) to persons other than you or any of your directors, partners, proprietors or employees.

Condition
It is a condition precedent to our liability that you do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or products containing asbestos.

Exclusions
1. We will not indemnify you under this section against liability for bodily injury to an employee in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. We shall not indemnify you under this section against liability arising offshore.
Section 9 – Public/products liability

Definitions
The following words will have the same meaning wherever they appear in this section of the policy or in the cover summary relating to this section. To help identify these words they will appear in bold in the section wording.

Bodily injury
Death, injury, illness, disease or nervous shock.

Business
The business carried on in the United Kingdom including the following activities.

a) Ownership, use, repair, maintenance and decoration of premises occupied by you.
b) Repair or maintenance of vehicles or plant owned or used by you.
c) The provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any employee and first aid, fire, security and ambulance services.
d) Participation in exhibitions held in member countries of the European Union in connection with the business specified in the cover summary.
e) Private work undertaken for you by any employee or for any director or employee with your prior consent.

Contract work executed
Work carried out by you or on your behalf away from your normal place of business or that of the party who carried out the work on your behalf and which at the time of the event giving rise to a claim under this insurance is no longer your property and not under the control of you or of any employee.

Costs and expenses

a) Claimants costs and expenses arising in respect of any claim against you which may be the subject of indemnity under this section.
b) All cost and expenses incurred by you with our written consent in respect of any claim against you which may be the subject of indemnity under this section.

Offshore
From the time of embarkation by an employee onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that employee from a conveyance on to land upon return from an offshore rig or offshore platform.

Products
Any tangible products or goods (including containers, labelling, instructions or advice provided in connection therewith) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed, or serviced by you in the course of the business.

Property
Property which is both material and tangible.

United Kingdom
England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

You/your

a) The person(s) appointed to act in the capacity of practitioner(s) in relation to any person, company or property as shown on the cover summary.
b) Any company or person shown in the cover summary as Case.
c) Any associated or subsidiary company of the insured provided it has been notified to us;
d) At your request
   i) any director or employee while acting on behalf of or in course of their employment or engagement with you in respect of liability for which you would have been entitled to indemnity under this section if the claim against any such person had been made against you.
   ii) any officer, member or employee of your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such.
   iii) any of your directors, partners or senior officials in respect of private work carried out by any employee for them with your consent.
   iv) any principal for legal liability in respect of which you would have been entitled to indemnity under this section if the claim had been made against you arising out of work carried out by you under a contract or agreement.
   v) your personal representatives (in the event of your death) in respect of liability incurred by you provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this policy so far as they can apply and in any event our liability shall not exceed the limit of indemnity.
Section 9 – Public/products liability

9A – Public liability

Insuring clause

We will indemnify you under this section of the policy against
a) all sums which you shall become legally liable to pay as damages; and
b) costs and expenses
in the event of

1. accidental bodily injury to any person other than any employee;
2. accidental damage to property, or
3. obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

occurring during the period of insurance and arising out of your business

i) in the United Kingdom.
ii) elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non-manual employees ordinarily resident in the United Kingdom.

Limit of indemnity

1. Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the cover summary irrespective of the number of claims or claimants.
2. Costs and expenses are payable in addition to the limit of indemnity detailed in the cover summary apart from any claim brought in the United States of America or Canada or any territory within their jurisdiction where the limit of indemnity shall be the maximum amount payable including costs and expenses.

Extensions

These extensions are subject to all other terms of this policy so far as they can apply unless otherwise stated.

1. Defective premises
We will indemnify you against liability in respect of bodily injury or damage to property arising in respect of any premises disposed of by you. This indemnity does not apply to any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.

2. Leased premises
We will indemnify you against liability for damage to premises or fixtures or fittings thereof which are leased to you. This indemnity does not apply in respect of liability for

i) damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such an agreement; or
ii) the first 250 GBP of such damage.

3. Contingent liability (non-owned vehicles)
We will indemnify you in respect of legal liability for bodily injury and damage to property arising out of the use of any motor vehicle, which is not your property or leased or hired to you and is not provided by you, while being used in connection with the business.

This indemnity does not apply in respect of
i) damage to such vehicle;
ii) bodily injury or damage to property while such vehicle is being driven by you;
iii) liability arising from circumstances in which it is compulsory for you to insure or provide security in respect of such vehicle as a requirement of relevant Road Traffic Act legislation; or
iv) a vehicle being used outside the United Kingdom.

For the purposes of this extension “you” is restricted to paragraphs a),b) and c) of Definitions only.

4. Overseas personal liability
Where you or any of your directors or employees are temporarily visiting a country outside the United Kingdom in connection with the business, we will provide indemnity to you and to
a) any of your directors or employees; or
b) any spouse or child of your director or employee accompanying them against liability incurred in a personal capacity for accidental bodily injury or damage to property occurring during such visit.

The indemnity will not apply to legal liability

i) arising out of the ownership or occupation of land or buildings; or
ii) in respect of which any person referred to above is entitled to indemnity under any other insurance.

5. Data Protection legislation
We will provide an indemnity to you and, at your request, any of your directors, partners or employees against legal liability to pay damages and claimants costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998.
Section 9 – Public/products liability

However this extension shall not apply in respect of
i) the payments of fines or penalties;
ii) the costs of replacing, reinstating, rectifying or erasing any personal data;
iii) liability arising from or caused by a deliberate act or omission of any person eligible for an indemnity by this extension if the result thereof could reasonably have been expected by you or any other person having regard to the nature and circumstances of such act or omission;
iv) claims which arise out of circumstances notified to previous insurers and known to you at inception of this extension; or
v) liability where indemnity is provided by any other insurance.

6. Car park and cloakroom liability
We will provide indemnity against legal liability in respect of accidental damage to vehicles or personal effects of other persons which you hold in trust or in your custody or control as long as
a) they are not being stored by you for a fee or other consideration; and
b) they are not held in trust by you or in your custody or control for the purpose of work being carried out on such property.

7. Consumer Protection Act and Food Safety Act
We will provide indemnity to you and any of your directors, partners or employees up to the limit of indemnity in respect of
a) costs of prosecution awarded against you and any of your directors, partners or employees; and
b) legal fees and expenses incurred with our consent in the defence of and arising from criminal proceedings brought, or in an appeal against conviction in respect of breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990, as long as the proceedings relate to an offence committed or alleged to have been committed during the period of insurance and in the course of the business.

The indemnity will not apply
i) to fines or penalties of any kind;
ii) where indemnity is provided by any other insurance; or
iii) in respect of proceedings consequent upon any deliberate act or omission.

8. Wrongful arrest
We will indemnify you against all sums you shall become legally liable to pay as compensation for wrongful arrest, malicious prosecution, false imprisonment, defamation or assault of any person (other than an employee) occurring during the period of insurance and arising out of any theft or suspicion of theft at the premises.

Exclusions
We will not indemnify you under this section against liability for the following.

1. For damage to property belonging to you or in the custody or control of you or any employee other than
i) property including motor vehicles belonging to an employee or visitor; or
ii) any premises including contents (not being premises leased to you) which are temporarily occupied by you for the purpose of carrying out work in or to such premises.

2. Arising from the ownership, possession or use under the control of you or any employee of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.

3. Arising out of the ownership, possession or use by you or on your behalf of any aircraft or other aerial devices, hovercraft, offshore installation or watercraft (other than hand - propelled or wind - powered watercraft whilst on inland waterways).

4. Arising from any products after they have ceased to be in your custody or control other than food or drink for consumption on your premises.

5. Caused by or arising out of
i) advice, design or specification given by you for a fee; or
ii) professional services rendered by you or on your behalf.

6. For damage to contract work executed.

7. For the costs incurred by anyone in
i) recalling or making refunds in respect of any products or contract work executed; or
ii) remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by you.
Section 9 – Public/products liability

9B – Products liability

Insuring clause

We will indemnify you under this section of the policy against

a) all sums which you shall become legally liable to pay as damages; and
b) costs and expenses

in the event of

1. accidental bodily injury to any person; or
2. accidental damage to property

occurring anywhere in the world during the period of insurance and caused by any products.

Limit of indemnity

1. Our liability for all sums payable in respect of any one period of insurance shall not exceed the limit of indemnity detailed in the cover summary.
2. Costs and expenses are payable in addition to the limit of indemnity under this section.

Extension

1. Products run off cover
   Notwithstanding Exclusion 1 a) to this section but subject otherwise to the terms and conditions of the policy, we shall indemnify you under this section against your legal liability in respect of accidental bodily injury or damage to property happening up to a maximum period of 12 months after the cessation of trading or sale of the business and caused by any products sold or supplied after the inception date of this policy subject to the following.

   a) The limit of indemnity stated in the cover summary shall be the maximum amount payable including costs and expenses.
   b) Indemnity is not provided by any other insurance.
   c) All claims under this extension are notified to us in accordance with the conditions of the policy.
   d) We shall not be liable for the amount of the excess stated in the cover summary in respect of any claim arising out of one original cause.
   e) We shall only indemnify you against liability caused by or arising out of any products which to your knowledge are for delivery to or use in the United States of America or Canada where we have given our express agreement.

Exclusions

We will not indemnify you under this section against liability for the following.

1. Caused by or arising out of any products which
   a) to your knowledge are for delivery or use in the United States of America or Canada; or
   b) are sold, supplied, erected, repaired, altered, treated, installed in or for use in any aircraft, aerspatial device, hovercraft or waterborne craft or for marine or aviation purposes.
2. For the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any products or part thereof.
3. Arising out of damage to products.
4. For the costs incurred by anyone in recalling or making refunds in respect of any products.
5. Caused by or arising out of
   a) advice, design or specification given by you for a fee; or
   b) professional services rendered by you or on your behalf.
Section 9 – Public/products liability

Extensions applying to 9A – Public liability and 9B – Products liability

These extensions are subject to all other terms of this policy so far as they can apply unless otherwise stated.

1. Contractual liability
   Not withstanding General exclusion 3, we will indemnify you under this section against liability in respect of bodily injury or damage to property assumed by you to the extent that any contract or agreement entered into by you with any principal so requires provided that
   a) the liability arises out of the performance by you of such contract or agreement;
   b) the conduct and control of claims is vested in us; and
   c) nothing in this extension shall increase our liability to pay any amount in excess of the limit of indemnity under this section.

   For the purpose of this extension, “principal” means the other party to a contract or agreement for whom you are undertaking work or services or providing products where such party is responsible for setting out the terms of the contract or agreement.

2. Cross liabilities
   If the policyholder named in the cover summary comprises more than one party, we will treat each party as though a separate policy had been issued to each of them.

   However, nothing in this extension shall increase our liability to pay any amount in excess of the limit of indemnity under this section.

3. Compensation for court attendance
   In the event of any of your directors, partners or employees attending court as a witness at our request in connection with a claim in respect of which you are entitled to indemnity under this policy, we will provide compensation at the following rates for each day on which attendance is required.
   a) Any director or partner 250 GBP per day
   b) Any employee 150 GBP per day

4. Legal expenses including Corporate Manslaughter
   In the event of
   a) any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom; or
   b) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975
   we will provide indemnity against costs and expenses incurred in representing you in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident which has been committed during the period of insurance within the United Kingdom and in the course of the business.

   The following conditions apply.
   1. Our liability in respect of all costs and expenses shall not exceed 1,000,000 GBP in the aggregate during any one period of insurance.
   2. We will only indemnify you where such costs and expenses arise as a result of any matter which is the subject of indemnity under this policy.
   3. We will only be liable for costs and expenses incurred in respect of legal representation appointed by us.
   4. If there is any other insurance or indemnity in force covering the same costs and expenses, our liability shall be limited to a proportionate amount of the total costs and expenses but subject always to the limit of indemnity of 1,000,000 GBP.
   5. This indemnity will not apply
      i) in respect of fines or penalties of any kind;
      ii) to proceedings consequent upon any bodily injury deliberately caused by you; or
      iii) to persons other than you or any of your directors, partners, proprietors or employees.
Section 9 – Public/products liability

Exclusions applying to 9A – Public liability and 9B – Products liability

We will not indemnify you under this section against liability for the following.

1. In respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement in whole or in part.

2. Caused by or arising out of the deliberate, conscious or intentional disregard of your obligation to take all reasonable steps to prevent bodily injury or damage to property.

3. Caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties unless such liability would have attached in the absence of such clauses or warranties.

4. Caused by or arising out of pollution. But we will indemnify you against liability in respect of accidental bodily injury or accidental damage to property caused solely by pollution which results from a sudden, identifiable, unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the period of insurance provided that

   a) all pollution which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;

   b) we shall not indemnify you against liability in respect of pollution happening anywhere in the United States of America or Canada; and

   c) nothing in these provisos shall increase our liability to pay damages, costs, fees and expenses in excess of the limit of indemnity in the cover summary in the aggregate in respect of any one period of insurance.
Section 10 - Motor

Definitions
The following words will have the same meaning wherever they appear in this section of the policy or in the cover summary relating to this section. To help identify these words they will appear in bold in the section wording.

Insured vehicle(s)
Any motor vehicle advised to us which we have accepted as being covered and for which you have paid or agreed to pay the premium.

Insuring clause
We will indemnify you against liability or damage directly arising from an accident arising out of the use of the insured vehicles described in the cover summary in accordance with the terms, conditions and exclusions set out in this section occurring during the period of insurance or any subsequent period for which we agree to accept the premium.

Covers
1. Liability to third parties
   We will indemnify the following in respect of their legal liability for death or bodily injury to any person and damage to property caused by or arising out of the use of the insured vehicles or trailer or during the loading or unloading of such vehicles or trailer.
   a) You.
   b) Any person permitted by you to drive provided that such person holds a licence to drive such vehicles or has held and is not disqualified from holding or obtaining such a licence unless a licence is not required by law.
   c) Any person (other than the driver) permitted by you to use the insured vehicles for social, domestic and pleasure purposes provided such cover is shown in the certificate of motor insurance.
   d) At your request any person being carried in or upon or entering or getting into or alighting from the insured vehicles.
   e) The legal representatives of any person who would have been entitled to indemnity under this cover.

Exclusions to cover 1
We shall not be liable in respect of the following.
   i) Death or bodily injury or damage caused by or arising beyond the limits of any carriageway or thoroughfare in connection with
      a) the bringing of the load to such vehicle for loading; or
      b) the taking away of the load from such vehicle after unloading.
   ii) Death or bodily injury to any person arising out of and in the course of their employment.
   iii) Damage to property or animals owned by or held in trust by you or in the custody or control of you or any other person claiming to be indemnified under this cover while being carried in the insured vehicles.
   iv) Any amount in excess of that stated in the cover summary for damage to property in respect of any one claim or number of claims arising out of any one cause.
   v) Death or bodily injury or damage arising while an item of self-propelled plant, a commercial vehicle or plant forming part of a commercial vehicle or attached to it is working as a tool of trade.
   vi) Damage to aircraft or death or bodily injury to any person being carried in it.
   vii) Any amount in excess of 1,000,000 GBP in respect of damage to property where the liability arises from the carriage of goods of a hazardous nature where this has been declared to and approved by us.
   viii) Death or bodily injury or damage arising in respect of a detached trailer.
   x) Damage resulting from mis-delivery of the load from the vehicle.
   xi) Exemplary, aggravated or punitive damages.
   xii) Fixed penalties, fines or any costs arising from them.

2. Damage
   We will indemnify you in respect of any damage to the insured vehicles caused by
   a) accidental impact.
   b) frost (provided all reasonable precautions are taken).
   c) wilful acts by any person not employed by you.

3. Fire damage
   We will indemnify you in respect of damage to the insured vehicles caused by fire, lightning or explosion.

4. Theft
   We will indemnify you in respect of the theft of the insured vehicles or damage caused by theft or attempted theft.

5. Personal effects
   We will indemnify you in respect of the theft of personal effects subject to a maximum of 250 GBP in respect of each and every claim.

6. Glass and windscreen replacement
   We will indemnify you in respect of damaged or broken glass. Replacement glass should be fitted by a company authorised by us.
Section 10 - Motor

For the purpose of interpretation of covers 2, 3, 4, 5 and 6 'indemnity' shall be interpreted to mean the cost of repair, replacement or the monetary equivalent. The choice of the method of indemnity shall be at our discretion.

Exclusions to covers 2, 3, 4, 5 and 6
We shall not be liable in respect of the following.

i) Loss of use, wear and tear, depreciation, mechanical, electrical, electronic or computer breakdowns, failures or breakages or damage to tyres unless resulting from an accident to the insured vehicles.

ii) Damage to the insured vehicles arising out of theft or attempted theft unless you have removed the ignition keys from the vehicle and the vehicle is securely locked.

iii) Damage to money or jewellery.

iv) Damage to audio equipment over a limit of 600 GBP (subject to the excess shown in the cover summary) which is not the manufacturer's standard equipment fitted at first registration.

v) Damage suffered by you due to any person obtaining any property by deception.

vi) Diminution of value following a claim.

vii) The first amount of each and every claim under these covers for which you are liable as shown in the cover summary. Any limit under these covers is reduced by the value of the excess applicable.

viii) Any amount in excess of the value disclosed by you or the current market value whichever is the lower.

ix) Damage where you do not take adequate precautions.

x) Glass and windscreen replacement or repair under cover 2.

7. Medical expenses
We will pay any doctor's or surgeon's fees incurred for attending you or any occupant (other than an employee) in respect of bodily injuries sustained as a direct result of a road accident involving the insured vehicles. The maximum amount for which we are liable is 250 GBP for each person.

8. Legal fees
In respect of any death which may be the subject of indemnity under cover 1, we will at your request or at our own option, arrange, provide and pay legal fees, incurred with our written consent, for representation in the event of proceedings being taken against you for manslaughter or reckless or dangerous driving causing death provided that

a) the event causing death occurs in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and

b) you are not entitled to similar indemnity under any other insurance.

The indemnity granted under this cover shall not apply to accidents occurring where you or any driver is accused of being under the influence of drugs or intoxicating liquor but we at our discretion reserve the right to provide such indemnity.

The maximum amount for which we are liable in respect of any one claim is 10,000 GBP.

9. Vehicles loaned or hired
We will indemnify under cover 1 the owner of a vehicle loaned or hired to you provided that

a) the contract between the owner and you requires it; and

b) the owner is not entitled to indemnity under any other insurance.

10. Cross liabilities
We will indemnify you and each associated and/or subsidiary company in respect of claims under cover 1 as if each was a third party.

11. Unauthorised use
We will indemnify you at your request in the terms of covers 1 and 2 (provided they are shown as applying in the cover summary) while the insured vehicles are being used or driven by any person without your knowledge or consent. However we shall not be liable under the terms of this cover to indemnify any person driving or using the vehicle.

12. Indemnity to principals
Cover 1 is extended to indemnify any principal of yours against liability at law arising out of the use of the insured vehicles in connection with any contract entered into between you and such principal provided that

a) we shall not be liable for death or bodily injury or damage arising out of the negligence or other default of the principal or his employees or agents;

b) such principal is not entitled to indemnity under any other insurance; and

c) we shall have the sole conduct of any claim arising under the terms of this cover.

13. Movement of third party vehicles
The indemnity provided by cover 1 shall extend to apply to any accident caused by or arising out of your employees driving or moving any vehicle not belonging to you for the sole purpose of relocation when it is interfering with the performance of your business directly connected with the use of insured vehicles; or

a) parking or moving of vehicles belonging to customers or visitors while such vehicles are on your premises.

For the purposes of this cover the vehicles will not be regarded as property in your custody or control.

14. Contingent liability
We will indemnify you under cover 1 for your legal liability arising out of an accident caused by or in connection with any motor vehicle not belonging to you which is hired (otherwise than under a hire purchase agreement) by you for the purpose of your business provided that

a) we shall not be liable in respect of damage to such vehicle; and

b) we shall not be liable to make any payment if at the time of the occurrence of any accident giving rise to a claim under this cover there is any other existing insurance covering the same liability. If there is, Claims condition 8 of this policy shall not apply.
15. **Sale or replacement of vehicle(s) insured**  
   a) In the event of any insured vehicle being replaced or sold, we will at our discretion transfer the insurance provided by this policy to the new vehicle subject to acceptance and adjustment of premium.  
   b) In the event that during the period of insurance the number of insured vehicles under this policy reduces below the number declared at inception or renewal any return of premium shall be at our discretion.  
   c) No refund of premium will be given in respect of vehicles that are owned by you but are the subject of a Statutory Off Road Notice (SORN).  

16. **Territorial limits and foreign travel**  
   A. We will indemnify you under this policy in respect of vehicles registered in the United Kingdom as described in the certificate of motor insurance in respect of accidents occurring  
      a) in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;  
      b) any other country that is a member of the European Union;  
      c) any other country which has made arrangements which meet the insurance conditions of and are approved by the Commission of the European Union and for which we have agreed to issue cover;  
      d) during transit (including loading and unloading) between such countries by a recognised sea passage not exceeding 65 hours  
   provided that in the event of damage to the insured vehicles, our liability in respect of the cost of delivery to you after repair shall be limited to the cost of delivery in the country other than the United Kingdom where the damage is sustained.  
   B. We will reimburse you for any customs duties or charges you may have to pay as a direct result of any claim covered under this section.  

17. **Foreign use declaration**  
   Cover 16 shall only apply in respect of the benefits of Covers 2, 3, 4, 5 and 6 (provided they are shown as applying in the cover summary) where details of the foreign use have been declared to and approved by us and for which premium has been paid.  

18. **Legal expenses including Corporate Manslaughter extension**  
   In the event of  
   i) any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; or  
   ii) an incident which results in an enquiry ordered under the Health & Safety Inquiry (Procedure) Regulation 1975 which is the subject of indemnity under Cover 1 of this policy, we will provide indemnity against costs and expenses incurred in representing you in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the period of insurance and in the course of your business provided that  
      a) the incident occurs in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;  
      b) you are not entitled to similar indemnity under any other insurance;  
      c) we are only liable for costs and expenses incurred in respect of legal representation appointed by us; and  
      d) costs and expenses arise as a result of a matter which is subject to indemnity under this policy.  

This indemnity will not apply in respect of fines or penalties of any kind or to proceedings consequent upon any bodily injury deliberately caused by you. This indemnity will not apply to persons other than you or any of your directors, partners, proprietors or employees.  

The maximum amount for which we are liable in respect of any one claim is 1,000,000 GBP.
Section 10 - Motor

Clauses

1. **Right of recovery**
   If we are required to indemnify you under cover 1 under or by virtue of the provisions of the law of any territory in which this policy operates, you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.

2. **Accidents and claims**
   a) After any accident, loss or event likely to give rise to a claim under this section, you or any person entitled to indemnity must advise us immediately and
      i) provide full particulars in writing of the occurrence to us;
      ii) forward to us immediately and unanswered all letters from any third party and every claim, writ, summons or process you receive;
      iii) advise us of the time and place of any impending prosecution or inquest of fatal injury; and
      iv) use reasonable endeavours to obtain the names and addresses of all witnesses.
   b) You shall not make any admission of liability, payment or offer of payment, or incur legal expenses without our written consent and you shall not in any way act to the detriment or prejudice of our interest.
   c) You or anyone else claiming under this insurance must give all the assistance and information we require and comply with all deadlines specified by us and the courts in the negotiation, proceedings, mediation and settlement of any claim.
   d) We are entitled to take sole control of all negotiations, proceedings and mediation, to use your name to settle, prosecute or defend any claim and to abandon the same at any time.
   e) Where you bear any part of any claim as a result of an endorsement or condition of the section, you shall pay us the required amount on demand.
   f) It is an express condition of this section that
      i) we shall have and take full control of all third party claims including those where you under the terms of the section are liable for any amount; and
      ii) we are entitled to make such payments as we think fit in respect of any claim.

3. **Repairs to the insured vehicle**
   a) If the total cost of permanent repairs to the insured vehicle required as a result of an accident does not exceed the repair authority sum shown in the cover summary, you may authorise such repairs provided that a repairer approved by us is used and that all particulars of the accident are forwarded immediately to us.
   b) If the total cost of permanent repairs is estimated to exceed the repair authority limit shown in the cover summary, you must obtain our written consent before repairing or altering the damaged vehicle so that our representative may have an opportunity of examining the vehicle and of approving the arrangement for the repairs.
   c) If the insured vehicle is disabled as a result of damage as defined under this section, we will pay for the reasonable cost of transporting the insured vehicle to the nearest approved repairers.

4. **Condition of vehicle**
   You shall take all reasonable precaution to safeguard the insured vehicles and maintain them in an efficient and roadworthy condition.
   We shall not be liable for any loss, injury or damage
   a) caused through use of the insured vehicles in an unsafe condition either before or after the accident; or
   b) in respect of any vehicle which does not meet statutory requirements for use on public roads.
   We and our duly authorised representative shall at all times have free access to examine the insured vehicles.

5. **Obsolete parts**
   If any part of the insured vehicles or their accessories becomes unavailable or obsolete in pattern, our liability shall be restricted to the value of the part at the time of the accident but we will not pay more than the manufacturer’s last list or quoted price.

6. **Cancellation or suspension of cover**
   We may at any time cancel this insurance by seven days’ notice by special delivery to your last known address. Provided you return the certificates of motor insurance within seven days, we will return a pro-rata portion of the premium.
   If the premium for this policy is being paid through a finance house then in the event of cancellation of the policy any refund of premium will be paid to the finance house.

7. **Breach of licence conditions**
   You shall comply at all times with the terms and conditions applicable to any operators or other licence issued to you.
Section 10 - Motor

8. **Motor Insurance Database and other Databases**

   Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL), the Hunter Database, run by Experian and the Motor Insurers Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to check information provided and also to prevent fraudulent claims. **We** may search these registers when **we** deal with your request for insurance. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident we will pass information to the registers.

   **Your** policy details will be added to the Motor Insurance Database (MID) which is run by the Motor Insurers’ Bureau (MIB). MID and data stored on it may be used by the Driver and Vehicle Licensing Agency, the Driver and Vehicle Agency Northern Ireland, the Insurance Fraud Bureau and other bodies authorised by law for the purposes of, but not limited to, Electronic Vehicle Licensing, Continuous Insurance Enforcement, law enforcement for the purposes of prevention, detection, apprehension and/or prosecution of offenders and by government services and other services aimed at reducing the level and incidence of uninsured driving. If you are involved in a road traffic accident (in the United Kingdom, European Economic Area or certain other territories), other insurers and/or the Motor Insurers’ Bureau may search the MID to obtain relevant policy information. Persons pursuing a claim (including his or her appointed representative) in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your current registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police. **You** can check that the correct registration number details are shown on the MID at www.askmid.com.

   **You** should show this notice to anyone insured to drive your vehicle.

**Exclusions**

**We** shall not be liable in respect of the following.

1. Any accident, injury, damage or liability caused, sustained or incurred where the insured vehicles are
   a) being used for the carriage of explosives, chemicals, chemical by-products, acids or goods of a dangerous or inflammable nature unless this has been declared to and approved by us;
   b) carrying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity advised to us; or
   c) being used in an unsafe condition either before or after an accident.

2. Any accident, injury, damage or liability caused, sustained or incurred where the load on the insured vehicle is being carried in an unsafe condition or manner either before or after an accident.

3. Any liability which attaches to you by reason of any agreement which would not attach apart from such agreement.

4. Any accident, injury, damage or liability directly or indirectly caused by, happening through or in consequence of
   a) earthquake, volcanic eruption or meteorite impact;
   b) actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
   c) confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
   d) terrorism;
   e) riot and civil commotion, martial law; or
   f) the act of any lawfully constituted authority.

5. **Damage** to any property or any loss, expense, consequential loss or legal liability of any nature directly or indirectly resulting from, caused by or contributed to as a result of
   a) ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
   b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or its nuclear components; or
   c) seepage or pollution.

6. **Damage** directly or indirectly caused by pressure waves caused by aircraft and other aerial devices.

7. Any accident, damage in excess of 25,000 GBP to any aircraft, any liability or injury arising as a result or any consequential loss in connection with any aircraft operation arising from the presence of the insured vehicles in any area to which aircraft have access.

8. Damages, liabilities, costs and expenses in respect of judgements delivered or obtained otherwise than by a court within the jurisdiction of the approved countries on the continent of Europe or as specified in this section of the policy.

9. Any liability or costs arising from your failure to provide information, statements or documents necessary to defend a claim within deadlines prescribed by the courts.

10. **Liability or damage** occurring where the insured vehicles are being used otherwise than as permitted by the certificate of motor insurance.

11. Liability or damage occurring where you (unless you are a passenger) do not hold a full licence to drive the insured vehicles or, being the holder of a provisional licence, are not conforming with its terms and limitations.
Amlin UK

Residential Property Policy

for Insolvency Risk Services

This policy is a contract between you and us and is based on the information you have given on your proposal and any other information you have supplied.

We have agreed to insure you under the conditions and exclusions in this policy and any endorsements.

We will indemnify you by payment, repair or reinstatement for any liability, loss, damage, accident or injury that happens during the period of insurance for which you have paid or agreed to pay the premium.
General

Home insurance certificate

Introduction

This certificate of insurance, cover summary and any endorsement applying to your certificate form your insurance document.

This document sets out the conditions of the contract of insurance between you and us. You should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that

1. you are clear which sections you have requested and want to be included;
2. you understand what each section covers and does not cover;
3. you understand your own duties under each section and under the insurance as a whole.

Please contact your broker immediately if this document is not correct or if you would like to ask any questions.
Definitions

The following definitions apply in all sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy or cover summary. To help identify these words they will appear in **bold** in the policy wording.

Bodily injury
Bodily injury includes death or disease.

Buildings
- a) The **premises** used for domestic purposes and its decorations;
- b) fixtures, fittings, machinery, plant and lifts attached to the **premises**;
- c) permanently installed swimming pools including associated fixed machinery, plant, tennis courts, drives, patios, terraces, lampposts, traffic mirrors, walls, gates, fences and fixed fuel tanks; and
- d) landlords fixtures and fittings including contents comprising furniture, furnishings, carpets and other property in the common hall, stairway, and other parts of the **premises** for which **you** are legally responsible within the **premises** named in the **cover summary**.

Contents
Household goods and personal property, within the **premises** which **you** are legally responsible for.

- a) radio and television aerials, satellite dishes, their fittings and masts which are attached to the **buildings**.
- b) property in the open but within the **premises** up to 500 GBP in total (other than radio and television aerials, satellite dishes, their fittings and masts, name or number plaques and lighting which are attached to the **buildings**).
- c) domestic oil in fixed fuel oil tanks up to 1,000 GBP.

Contents does not include
- i) motor vehicles (other than garden machinery and golf buggies) caravans, trailers or watercraft or their accessories.
- ii) any living creature.
- iii) any part of the **buildings**.
- iv) any non-clerical property held or used for business purposes.
- v) any property insured under any other insurance.
- vi) **personal possessions**.
- vii) any **valuables**.
- viii) **money or credit cards**.
- ix) deeds and registered bonds and other personal documents.
- x) stamps or coins forming part of a collection.

Costs and expenses
- a) All costs and expenses recoverable by any claimant from **you**;
- b) the costs and expenses incurred with **our** written consent for
  - i) representation at any coroner’s inquest or inquiry in respect of any death; and
  - ii) the defence of proceedings in any court brought against **you** in respect of breach or alleged breach of statutory duty resulting in **bodily injury**; and
- c) all other costs and expenses of litigation incurred with **our** written consent.

Cover summary
This is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance**, the sections of this insurance which apply and any excesses, **endorsements** and conditions applying to the policy.

Credit cards
Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

Endorsement
A change in the terms and conditions of this insurance.

Excess
The first part of any claim as stated in the **cover summary** that **you** will have to pay in respect of each and every claim after the application of all other terms and conditions of the insurance.

Franchise
All claims exceeding the franchise amount, as detailed on the **cover summary**, will be paid in full subject to the application of all other terms and conditions of the insurance. All claims up to, or equal to, the franchise amount will not be paid.

Maximum claim limit
The maximum amount we will pay for any claim. This is shown in your **cover summary** as the sum insured.
Definitions

Money
a) current legal tender, cheques, postal and money orders
b) postage stamps not forming part of a stamp collection
c) savings stamps and savings certificates, travel tickets, travellers' cheques
d) premium bonds, luncheon vouchers, gift tokens or other negotiable documents
all held for private or domestic purposes.

Occupant
A person or persons authorised by you to stay in the premises overnight.

Period of insurance
The length of time for which this insurance is in force, as shown in the cover summary and for which you have paid and we have accepted a premium.

Personal possessions
Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to the occupant.

Premises
The address which is named in the cover summary.

Sanitary ware
Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Standard construction
Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.

Terrorism
a) 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 legitimate government or accepted (illegitimate) government.
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

United Kingdom
The United Kingdom will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

Unoccupied
Unoccupied residential premises are deemed to be
a) individual private dwelling houses or dwelling houses within a portfolio;
b) any individual apartments within a block of flats (if you are not responsible for the building);
c) any newly constructed private dwelling house which is secure and weatherproof; and
d) any newly constructed block of flats (if more than 50% of the apartments are vacant) which is secure and weatherproof
which are not occupied by persons authorised by you.

For the purposes of this definition vacant shall mean there has been no sale of the property (or apartment), no sale of a lease or no short term tenant/occupant.

Property temporarily unoccupied up to a maximum of 28 days will be deemed to be occupied.

Valuables
a) jewellery
b) furs
c) gold, silver and silver plated articles
d) pictures

Value
The market value of the item immediately prior to the loss occurring.

We / us / our
Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited.

You / your
a) The person(s) appointed to act in the capacity of practitioner(s) in relation to any person or company whose premises are shown on the cover summary.

In addition, in respect of Sections 3 and 4 of the policy

b) Any person or company shown in the cover summary as Case.

Your broker
The insurance broker who placed this insurance on your behalf.
Conditions

Each premises included under this insurance is considered to be covered as if separately insured.

1. Your duties

a) You must take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair.

b) You must tell your broker immediately if
   i) the occupant stops using the buildings as a permanent private residence
   ii) you or the occupant regularly leave the buildings unattended by day or by night other than for normal job of work, or
   iii) the buildings are without an occupant for more than 30 consecutive days.

   When we receive this notice we have the option to change the conditions of this insurance.

c) You must tell your broker before you start any conversions, extensions or other structural work to the buildings.

   When we receive this notice we have the option to change the conditions of this insurance.

If you fail to comply with any of the above duties this insurance may become invalid.

2. Protections

It is your duty to ensure that all protections provided for the security of the buildings and contents

   a) are maintained in good working order; and
   b) are in full and effective operation whenever the occupant is absent from the premises.

If you or the occupant fail to comply with the above duties, this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

3. Survey

It is a condition of the policy that if we require a survey of the risk covered by this policy as a condition of providing cover but the survey has not been completed before the policy documents have been issued, you shall comply with any risk improvements required as a result of the survey within the agreed time limits specified by us.

We reserve the right to cancel, suspend or alter the terms applying to any part of this policy for which cover has been provided if, as a result of the survey, the risk or any part of it is in our opinion unacceptable to us.

4. Cancellation clause

We may cancel this insurance where there is a valid reason by giving you 30 days’ notice in writing. Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim.

You can also cancel this insurance at any time by writing to your broker. Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim.

5. Choice of law

There is a choice of law which can apply to this policy but the pre-contractual offer by us, subsequent acceptance by you and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.

6. Law interpretation

The proper law for the interpretation of the construction and language of this policy is English law and the courts of England and Wales alone shall have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

7. Contracts (Rights of Third Parties) Act 1999 clarification

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

1. **Radioactive contamination and nuclear assemblies**
   
   We will not pay for
   
   a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom; or
   
   b) any legal liability of whatsoever nature
   
   directly or indirectly caused by or contributed to by or arising from
   
   i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
   
   ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. **War**
   
   We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. **Electronic data**
   
   We will not pay for
   
   a. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom; or
   
   b. any legal liability of whatsoever nature
   
   directly or indirectly caused by or contributed to or arising from
   
   i) computer viruses erasure or corruption of electronic data.
   
   ii) the failure of any equipment to correctly recognise the date or change of date.

   For the purpose of this exclusion “computer virus” means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

4. **Contractors Clause**
   
   This insurance does not cover loss, damage or liability arising out of the activities of contractors unless you have specifically requested and been granted such cover by us.

5. **Terrorism**
   
   This policy does not cover liability or damage directly or indirectly caused by or arising out of terrorism.

   In any action, suit or other proceedings where we allege that liability or damage by terrorism is not covered by this policy the burden of proving that such damage or consequential loss is covered shall be upon you.

6. **Asbestos**
   
   This insurance does not cover liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence to a loss.
Claims conditions

1. Your duties

In the event of a claim or possible claim under this insurance

   a) you must notify your broker as soon as possible giving full details of what has happened.
   b) you must provide your broker with written details of what has happened within 30 days and provide any other
      information we may require.
   c) you must immediately forward to your broker, any letter, claim, writ, summons or other legal document you receive.
   d) you must inform the police as soon as possible following malicious acts, violent disorder, riots or civil commotion,
      theft, attempted theft or lost property.
   e) you must not admit liability or offer or agree to settle any claim without our written permission.
   f) you must take all reasonable care to limit any loss, or damage or injury.
   g) you must provide us with reasonable evidence of value or age (or both) for all items involved in a claim.

If you fail to comply with any of the above duties this insurance may become invalid.

2. Defence of claims

We may

   a) take full responsibility for conducting, defending or settling any claim in your name.
   b) take any action we consider necessary to enforce your rights or our rights under this insurance.

3. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under
any other insurance except in respect of any excess beyond the amount which would have been covered under such other
insurance had this insurance not been effected.

4. Fraudulent claims

If you, or anyone acting on your behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect,
this insurance shall be invalid and all claims shall be forfeited.
Section 1 - Buildings

Covers

This insurance covers the buildings for loss or damage directly caused by the following.

1. Fire, lightning, explosion or earthquake but not the excess.

2. Aircraft and other flying devices or items dropped from them but not the excess.

3. Storm, flood or weight of snow but not
   i) for loss or damage caused by subsidence, heave or landslip other than as covered under Cover 9 of Section 1.
   ii) for loss or damage to gates and fences.
   iii) the excess.

4. Escape of water from and frost damage to fixed water tanks, apparatus or pipes including trace and access – any necessary and reasonable costs incurred in locating the source of any damage, including the reinstatement as new of any walls, floors or ceilings removed or damaged during the search but not
   i) for loss or damage caused by subsidence, heave or landslip other than as covered under Cover 9 of Section 1.
   ii) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools and associated fixed machinery and plant.
   iii) the excess.
   iv) trace and access costs in excess of 5,000 GBP.

5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation including trace and access – any necessary and reasonable costs incurred in locating the source of any damage, including the reinstatement as new of any walls, floors or ceilings removed or damaged during the search but not
   i) for loss or damage due to wear and tear or any gradually operating cause.
   ii) the excess.
   iii) for loss or damage caused by faulty workmanship.
   iv) trace and access costs in excess of 5,000 GBP.

6. Theft or attempted theft but not
   i) for loss or damage while the buildings are lent, let or sublet unless the loss or damage follows a violent and forcible entry or from the open other than walls, gates and fences where a limit of 5,000 GBP will apply.
   ii) the excess.

7. Collision by any vehicle or animal but not the excess.

8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously but not the excess.

9. Subsidence or heave of the site upon which the buildings stand or landslip but not
   i) for loss or damage to domestic fixed fuel-oil tanks, swimming pools including associated fixed machinery and plant, tennis courts, drives, patios, terraces, lamp posts, traffic mirrors, walls, gates and fences unless the private dwelling is also affected at the same time by the same event.
   ii) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event.
   iii) for loss or damage arising from faulty design, specification, workmanship or materials.
   iv) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law.
   v) the excess.
   vi) for loss or damage caused by coastal erosion.
   vi) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.

10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts but not
    i) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.
    ii) the excess.

11. Falling trees, telegraph poles or lamp posts but not
    i) for loss or damage caused by trees being cut down or cut back within the premises.
    ii) for loss or damage to gates and fences.
    iii) the excess.
Section 1 - Buildings

Extensions

This section of the insurance also covers the following.

1. The cost of repairing accidental damage to
   a) fixed glass and double glazing (including the cost of replacing frames);
   b) solar panels;
   c) sanitary ware; and
   d) ceramic hobs
   all forming part of the buildings but not the excess.

2. The cost of repairing accidental damage to
   a) domestic oil pipes;
   b) underground water supply pipes;
   c) underground sewers, drains and septic tanks;
   d) underground gas pipes; and
   e) underground cables
   which you are legally responsible for but not
   i) damage due to wear and tear or any gradually operating cause.
   ii) the excess.

3. Loss of rent due to you which you are unable to recover while the buildings cannot be lived in following loss or damage which is covered under Section 1 but not any amount over 20% of the sum insured for the buildings damaged or destroyed.

4. Expenses you have to pay and which we have agreed in writing for
   a) architects', surveyors', consulting engineers' and legal fees;
   b) the cost of removing debris and making safe the building; and
   c) costs you have to pay in order to comply with any government or local authority requirements following loss or damage to the buildings which is covered under Section 1 but not
   i) any expenses for preparing a claim or an estimate of loss or damage.
   ii) any costs if government or local authority requirements have been served on you before the loss or damage.

5. Increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Cover 4 of Section 1 but not more than 1,000 GBP in any period of insurance. If you claim for such loss under Sections 1 and 2, we will not pay more than 1,000 GBP in total.

6. Anyone buying the buildings who will have the benefit of Section 1 after exchange of contracts to purchase until the sale is completed or the insurance ends, whichever is the sooner but not if the buildings are insured under any other insurance.

7. Accidental damage to the buildings
   We will pay for accidental damage to the buildings but not
   i) for damage or any proportion of damage which we specifically exclude elsewhere under Section 1.
   ii) for the buildings moving, settling, shrinking, collapsing or cracking.
   iii) for damage while the buildings are being altered, repaired, cleaned, maintained or extended.
   iv) for damage to outbuildings and garages which are not of standard construction.
   v) for the cost of general maintenance.
   vi) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause.
   vii) for damage arising from faulty design, specification, workmanship or materials.
   viii) for damage from mechanical or electrical faults or breakdown.
   ix) for damage caused by dryness, dampness, extremes of temperature or exposure to light.
   x) for damage to swimming pools and associated fixed machinery and plant, tennis courts, drives, patios and terraces, lamp posts, traffic mirrors, walls, gates, fences and fuel tanks.
   xi) or any damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
   xii) the excess.
Section 1 - Buildings

8. The costs and expenses you necessarily incur with our consent for removing debris for which you are not responsible, up to an amount of 5,000 GBP any one claim.

We will not pay for any costs or expenses
i) incurred in removing debris except from the site of property damaged and the area immediately adjacent to it; or
ii) arising from pollution or contamination of property not insured by this policy.

Conditions that apply to Section 1 - Buildings only

1. Settling claims
   a) If your claim for loss or damage is covered under Section 1, we will pay the full cost of repair as long as
      i) the buildings were in a good state of repair immediately prior to the loss or damage;
      ii) the sum insured is enough to pay for full cost of rebuilding the buildings in their present form; and
      iii) the damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before
the loss or damage the buildings were not in good repair.

   b) We will not pay the cost of replacing or repairing any undamaged parts of the buildings which form part of a
      pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly
      identifiable area or to a specific part.

2. Your sum insured
   We will not reduce the sum insured under Section 1 after we have paid a claim as long as you agree to carry out our
   reasonable recommendations to prevent further loss or damage.

3. Limit of insurance
   We will not pay more than the sum insured for each premises shown in the cover summary.

Special conditions
( These apply only if stated in the cover summary )

Unoccupied property

1. Conditions applying
   It is a condition of the policy that in respect of property already unoccupied at inception of the policy or becomes
   unoccupied during the period of insurance that the following requirements are carried out within 14 days or as
   specified.

   a) The premises must be secured against illegal entry. All external doors must be secured either by
      bolts on the inside of the door, by mortise deadlocks and box striking plates which conform to current
      British Standard 3621 specification, by a substantial closed shackle padlock or by other locking
      devices as agreed by us.

   b) All windows must be closed and fastened securely. Any broken windows must be replaced or
      boarded up immediately.

   c) Any letterbox must be sealed shut should the premises be unoccupied in excess of 6 months.

   d) All internal and external waste materials must be removed from the premises. This includes residual
      company books, records, trade waste, free newspapers, flammable liquids and the like.

   e) Gas must be kept shut off at the switch where it enters the premises.

   f) Water must be kept shut off at the stopcock where it enters the premises insured and all pipes,
      tanks, radiators and any other water apparatus drained down. In respect of residential property, you
      have the option of draining down the water system or maintaining the building’s internal temperature
      at a minimum of 8° C by the heating system being switched on and in automatic operation.

   g) Electricity must be kept shut off at the switch where it enters the premises unless

      i) agents making regular checks of the premises or showing around potential purchasers
         require lighting. The lighting circuits should remain in use with all others disconnected.

      ii) an intruder alarm or fire alarm is operational.

   h) The minimum requirement is one visit every 14 days incorporating the following procedures.

      i) All visits must be logged, with a record kept of time and date of visit and the identity
         of the person who carried out the inspection.

      ii) Visits must involve a thorough internal and external examination of the premises.

      iii) Any findings (such as but not limited to broken windows, evidence of intruders,
         damage to fencing) must be recorded, rectified and immediately notified to Insolvency Risk Services.

2. Theft damage to buildings
   Where unoccupied buildings are insured under section 1 – Buildings we will indemnify you in respect of damage to
   the buildings at the premises for which you are responsible by theft or attempted theft but not damage
   a. caused to any property other than buildings;
   b. caused by any person lawfully on the premises; or
Section 1 - Buildings

c. more specifically insured by you or on your behalf
   The maximum amount we will pay is £50,000 in any one period of insurance.

3. Unauthorised persons on the premises
   a) upon your discovery of unauthorised persons being on the unoccupied premises you must inform us immediately.
   c) It is a condition precedent to our liability that you take all reasonable measures to remove any unauthorised persons from the premises and that we are informed of progress on a weekly basis.

   Unauthorised persons are deemed to be persons entering and remaining on the premises without legal entitlement or your permission.

   If a property is unoccupied and you fail to comply with these conditions within 45 days from the date that cover incepted, a £2,500 excess will apply to each and every claim under Section 1 – Buildings and Section 2 – Contents. If after 45 days from the date that cover incepted you fail to comply with these conditions your cover may be prejudiced unless you are unaware that the property is unoccupied, in which case a £2,500 excess will apply to each and every claim under Section 1 – Buildings and Section 2 – Contents.
Section 2 - Contents

Covers

This insurance covers the contents for loss or damage directly caused by the following.

1. Fire, lightning, explosion or earthquake but not the excess.
2. Aircraft and other flying devices or items dropped from them but not the excess.
3. Storm, flood or weight of snow but not for
   i) property in the open.
   ii) the excess.
4. Escape of water from fixed water tanks, apparatus or pipe but not the excess.
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation but not
   i) for loss or damage due to wear and tear or any gradually operating cause.
   ii) for loss or damage caused by faulty workmanship.
   iii) the excess.
6. Theft or attempted theft but not
   i) for loss or damage while the building is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry.
   ii) any amount over 1,000 GBP or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages.
   iii) the excess.
7. Collision by any vehicle or animal but not the excess.
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously but not the excess.
9. Subsidence or heave of the site upon which the buildings stand or landslip but not
   i) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event.
   ii) for loss or damage arising from faulty design, specification, workmanship or materials.
   iii) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.
   iv) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.
   v) for loss or damage by coastal erosion.
   vi) the excess.
10. Falling trees, telegraph poles or lamp posts but not
    i) for loss or damage caused by trees being cut down or cut back within the premises.
    ii) the excess.

Extensions

This section of the insurance also covers the following.

1. The contents, if these are not already insured, whilst they are temporarily out of the buildings against loss or damage directly caused by any of the events insured under Covers 1-10 in Section 2 while the contents are
   a) in any occupied private dwelling.
   b) in any buildings where you are living or working.
   c) in any building for valuation, cleaning or repair.
   d) in any furniture store.
   e) in any bank or safe deposit.
   but not
   i) contents outside the United Kingdom.
   ii) money or credit cards.
   iii) any amount over 20% of the sum insured under Section 2 for contents in a furniture store.
   iv) the excess.
2. Your legal responsibility for loss or damage to the buildings caused by loss or damage which is covered under Section 2 but not
   i) any amount over 20% of the sum insured under Section 2 for the contents of the buildings damaged or destroyed.
   ii) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord’s fixtures or fittings.
   iii) the excess.
Section 2 - Contents

3. The cost of repairing accidental damage to
   a) domestic oil pipes;
   b) underground water supply pipes;
   c) underground sewers, drains and septic tanks;
   d) underground gas pipes; and
   e) underground cables
   including trace and access costs to the extent necessary and reasonable to locate the source of any damage for which you are legally responsible but not
   i) for damage due to wear and tear or any gradually operating cause.
   ii) the excess.
   iii) any amount in excess of 5,000 GBP in respect of trace and access costs.

4. Increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Cover 3 of Section 2 but not more than 1,000 GBP in any period of insurance. If you claim for such loss under Sections 1 and 2, we will not pay more than 1,000 GBP in total.

5. The costs and expenses you necessarily incur with our consent for removing debris for which you are not responsible,
   up to an amount of 5,000 GBP any one claim.
   We will not pay for any costs and expenses
   i) incurred in removing debris except from the site of property damaged and the area immediately adjacent to it; or
   ii) arising from pollution or contamination of property not insured by this policy.

Conditions that apply to Section 2 - Contents only

1. Setting claims
   A. If the cover basis shown on the cover summary is Reinstatement
      a) If you claim for loss or damage to the contents we will at our option repair, replace or pay for any article covered under Section 2. For total loss or destruction of any article we will pay you the cost of replacing the article as new, as long as
         i) the new article is as close as possible to but not an improvement on the original article when it was new;
         ii) the sum insured shown on the cover summary is sufficient to pay for the full cost of replacing or repairing the contents in their present form; and
         iii) you have paid or we have authorised the cost of replacement.
      b) We will take an amount off for wear and tear from the cost of any replacement or repair if immediately prior to the loss or damage the sum insured is insufficient to pay for the full cost of replacing or repairing the contents in their present form
      c) We will not pay the cost of replacing or repairing any undamaged parts of the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
   B. If the cover basis shown on the cover summary is Indemnity
      a) We will pay you an amount representing the value of the damaged contents immediately prior to the loss.
      b) We will not pay any amount in respect of any undamaged parts of the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

2. Your sum insured
   a) We will not reduce the sum insured under Section 2 after we have paid a claim as long as you agree to carry out our reasonable recommendations to prevent further loss or damage.
   b) If you are under insured, which means the cost of replacing or repairing the contents at the time of the loss or damage is more than your sum insured for the contents, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of replacing or repairing the contents, we will only pay one half of the cost of repair or replacement.

3. Limit of insurance
   We will not pay any more than the sum insured for the contents of each premises shown in the cover summary.
Section 3 – Public liability

This section applies only if the cover summary shows that either the buildings are insured or the contents are insured under this insurance.

Cover

We will indemnify you

1. for any amounts you become legally liable to pay as damages as owner but not occupier for
   a) bodily injury
   b) damage to property
   caused by an accident happening at the premises during the period of insurance.

Exclusions

We will not indemnify you for any liability

a) for bodily injury to
   i) you
   ii) any person who at the time of sustaining such injury is engaged in your service.

b) for bodily injury arising directly or indirectly from any communicable disease or condition.

c) arising out of any criminal or violent act to another person.

d) for damage to property owned by or in the charge or control of
   i) you
   ii) any person engaged in your service.

e) arising directly or indirectly out of any profession, occupation, business or employment.

f) which you have assumed under contract and which would not otherwise have attached.

g) arising out of your ownership, possession or use of
   i) any motorised or horse drawn vehicle other than:
      1. pedestrian controlled gardening equipment used elsewhere.
   ii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes.
   iii) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.

h) in respect of any kind of pollution and/or contamination other than
   i) caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the cover summary, and
   ii) reported to us not later than 30 days from the end of the period of insurance.
   In such case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

i) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises.

j) if you are entitled to indemnity under any other insurance until such insurance(s) is exhausted.

Limit of indemnity

1. Our liability in respect of all claims arising out of one original cause under Section 3 shall not exceed 5,000,000 GBP in total irrespective of the number of claims or claimants. Costs and expenses that we have agreed in writing are payable in addition to the limit of indemnity under this section.

2. Our liability in respect of all claims arising out of one original cause in respect of pollution and/or contamination under Section 3 shall not exceed 5,000,000 GBP in total irrespective of the number of claims or claimants including all costs and expenses.
Section 4 - Employers’ liability

This section is applicable to domestic employees only

Definition

Employee
Any person under a contract of service with the individual(s) shown on the cover summary for the provision of domestic duties or activities on their behalf.

Cover

We will indemnify you under this section of the policy against
a) all sums which you shall become legally liable to pay as damages; and
b) costs and expenses
in the event of bodily injury sustained by any employee which arises out of and in the course of their employment by you and which is caused
i) in the United Kingdom; and
ii) elsewhere in the world in respect of temporary non-manual visits by any employee provided that such employee is normally resident in the United Kingdom.

Limit of indemnity

1. The amount specified in the schedule.

Our liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity.

The limit of indemnity shall be the maximum amount payable including costs and expenses.

2. Notwithstanding anything contained in paragraph 1 above, our liability under this section for damages and costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of terrorism or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos shall not exceed 5,000,000 GBP.

Employers’ liability compulsory insurance

The indemnity granted by this section is deemed to be in accordance with the provisions of any law enacted in the United Kingdom relating to compulsory insurance of liability to employees.

If however we pay any sum which would not have been paid but for the provisions of such law then you shall repay such sum to us.
Endorsements

The following endorsements apply ONLY if they are mentioned in the cover summary.

1. **Alarm**
   This insurance does not cover theft when you have left the premises without an authorised occupant unless
   i) at all such times the intruder alarm has been put into full and effective operation, and
   ii) the intruder alarm is kept in good working order throughout the period of insurance under a maintenance contract with an alarm company.

2. **Climatic conditions**
   This insurance does not cover loss or damage caused by dryness, dampness, extremes of temperature or exposure to the light.

3. **Theft limitation**
   This insurance does not cover theft or attempted theft from the buildings other than as a result of violent and forcible entry.

4. **Non-standard construction**
   It is agreed that the private dwelling of the buildings is not of standard construction.

5. **Thatch**
   It is your duty to ensure that
   a) all chimneys to solid-fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once a year before winter.
   b) all old thatch and thatching is burnt at a distance of more than 100 metres from the premises.
   c) no naked flames or tools producing naked flames be present in the attic or loft space at any time.
   d) two fire extinguishers are kept in the building and are maintained in good working order; one of which must be stored in the kitchen and be dry powder.

   If you fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

6. **Bank or building societies interest**
   The rights of the bank or building society who provided your mortgage will not be affected by anything you do to increase the risk of loss or damage to the buildings provided that they were unaware of such action. The bank or building society must write and tell us as soon as they become aware of any action you have taken to increase the risk of loss or damage. They may also have to pay an extra premium which you will have to repay them.

7. **Flat roof inspection condition**
   It is condition precedent to liability that any flat roof area must be inspected every 5 years at your expense and any defect discovered immediately rectified.

8. **Single flat**
   In the event of loss or damage to a single flat within a building caused by the operation of an insured peril, our liability is limited to that percentage of the sum insured which the single flat bears to the total number of flats in the building. In any event, we will not pay more than the sum insured stated in the cover summary.

9. **Policy all perils flood exclusion**
   We will not pay under this policy for any loss or damage caused to the property insured by this policy or any costs or expenses that are directly or indirectly associated with flood of any kind.

   For the purpose of this endorsement, flood includes but is not limited to
   a) the overflow from a body of water such as a river, stream, brook, lake, reservoir or pond;
   b) rainwater run-off from surrounding land;
   c) the accumulation of water or sewage at ground level following heavy or persistent rainfall;
   d) a rise in the water table following heavy or persistent rainfall; and
   e) an escape of water or sewage from drains or sewers following heavy or persistent rainfall.
Complaints and compensation

Complaints

Amlin’s aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times Amlin are committed to providing you with the highest standard of service. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Amlin or your broker where applicable. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time. Making a complaint does not affect any of your legal rights.

Amlin’s contact details are:

- Post: Complaints, Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG
- Telephone: +44 (0) 20 7746 1300 Fax: +44 (0) 20 7746 1001
- Email: complaints@amlin.com

If your complaint cannot be resolved by the Complaints Department within two weeks, or if you have not received a response within two weeks you are entitled to refer the matter to Lloyd’s. Lloyd’s will then conduct a full investigation of your complaint and provide you with a written final response.

Lloyd’s contact details are:

- Post: Complaints, Lloyd’s, One Lime Street, London EC3M 7HA
- Telephone: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225
- Email: complaints@lloyds.com
- Website: www.lloyds.com/complaints

Details of Lloyd’s complaints procedures are set out in a leaflet “Your Complaint – How We Can Help” available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd’s has considered your complaint, or if you have not received a written final response within eight weeks from the date Amlin received your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service who will independently consider your complaint free of charge.

Their contact details are:

- Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001
- Email: complaint.info@financial-ombudsman.org.uk
- Website: www.financial-ombudsman.org.uk

Please note:

- You must refer your complaint to the Financial Ombudsman Service within six months of the date of our final response
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees

Compensation

Financial Services Compensation Scheme

Amlin Underwriting Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Amlin Underwriting Limited cannot pay a claim to you under this contract. If you are entitled to compensation under the scheme, how much compensation you would receive would depend on the nature of this contract. You can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at www.fscs.org.uk.

Our Regulator

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG

Data Protection

You should understand that any information you have provided and may provide in future will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Personal Information (including sensitive personal data)

Amlin Underwriting Limited and the Amlin Group of companies collect and processes personal information provided by policyholders and third parties in order to provide insurance and assess and pay claims. The type of and extent of the information we require will depend on the circumstances, but some of the information may be classified as “sensitive personal data”, which is information that
Complaints and compensation

may include details of race or ethnic origin; political opinions; religious beliefs; Trade Union membership; physical or mental health issues; sexual orientation; and criminal and disciplinary offences (including convictions).

For information about the Amlin Group of companies please visit www.amlin.com.

Your electronic information

If you contact us electronically, your electronic identifier may be collected e.g. Internet Protocol (IP) address or your telephone number may be supplied by your service provider.

How we use your information and who we share it with

Your personal information and/or sensitive personal data may be used by us in a number of ways, including to:
- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

We may pass your personal information and/or sensitive personal data to third parties, including our authorised agents; service providers; contractors; our reinsurers; other insurers; legal advisers; loss adjusters; claims handlers or as required by law, including to government or regulatory authorities.

In order to prevent and detect fraud we may share your personal information and/or sensitive personal data with other organisations and public bodies, including the police, undertake credit searches and additional fraud searches and check and/or file the details with fraud prevention agencies and databases.

We may use and share your personal information and/or sensitive personal data within the Amlin Group to:
- assess financial and insurance risks;
- recover debt;
- prevent and detect crime; and
- develop products and services.

We do not disclose your information to anyone outside the Amlin Group except:
- where we have your permission;
- where we are required or permitted to do so by law;
- to other companies who provide a service to us or you; or
- where we may transfer rights and obligations under the insurance.

We may transfer your personal information to other countries including countries outside of the European Economic Area. If this happens we will ensure that anyone to whom your personal information is passed provides an adequate level of protection.

If you have any questions, please contact The Data Protection Officer, Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.
Amlin UK

Property Owners’ Insurance
Policy for Insolvency Risk Services

This policy is a contract between you and us and is based on the information you have given on your proposal and any other information you have supplied.

We have agreed to insure you under the conditions and exclusions in this policy and any endorsements.

We will indemnify you by payment, repair or reinstatement for any liability, loss, damage, accident or injury that happens during the period of insurance for which you have paid or agreed to pay the premium.
Important

This policy is a legal contract and it is important that you read it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let your insurance adviser know immediately.

We would remind you that you must tell us immediately of any facts or changes which might affect our assessment or acceptance of this insurance. If you do not disclose all relevant facts you may invalidate your policy or your policy may not operate fully.

You should read this policy together with your current cover summary which gives precise details of the cover.

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If you need to make a claim

Please telephone us on 01245 396688 and we will be pleased to advise you of the steps to take. It will assist if you have details of your policy and cover available when telephoning.

We would refer you also to the claims conditions of the policy set out on pages 8.

Your right to complain

Amlin’s aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times Amlin are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Amlin or your broker where applicable. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time. Making a complaint does not affect any of your legal rights.

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General information

Please note:

- You must refer your complaint to the Financial Ombudsman Service within six months of the date of our final response
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees

Compensation

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Your personal information and/or sensitive personal data may be used by us in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

We may pass your personal information and/or sensitive personal data to third parties, including our authorised agents; service providers; contractors; our reinsurers; other insurers; legal advisers; loss adjusters; claims handlers or as required by law, including to government or regulatory authorities.

In order to prevent and detect fraud we may share your personal information and/or sensitive personal data with other organisations and public bodies, including the police, undertake credit searches and additional fraud searches and check and/or file the details with fraud prevention agencies and databases.

We may use and share your personal information and/or sensitive personal data within the Amlin Group to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime; and
- develop products and services.

We do not disclose your information to anyone outside the Amlin Group except:

- where we have your permission;
- where we are required or permitted to do so by law;
- to other companies who provide a service to us or you; or
- where we may transfer rights and obligations under the insurance.

We may transfer your personal information to other countries including countries outside of the European Economic Area. If this happens we will ensure that anyone to whom your personal information is passed provides an adequate level of protection.

If you have any questions, please contact The Data Protection Officer, Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.
Definitions

The following definitions apply in all Sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy or cover summary. To help identify these words they will appear in **bold** in the policy wording.

**Business**

The business stated in the cover summary.

**Cover summary**

A summary forming part of this insurance which contains details of you, the premises, the sums insured, the period of insurance, the Sections of this insurance which apply and any excesses, endorsements and conditions applying.

**Damage**

Loss, destruction of or damage insured by this policy.

**Employee**

Any person who is

a) under a contract of service or apprenticeship with you;
b) a labour master or supplied by a labour master;
c) employed by labour only sub-contractors;
d) self-employed and working for you and under your control;
e) hired to or borrowed by you;
f) supplied to you for the purposes of study, work or training experience;
g) a prospective employee who is undergoing practical work experience whilst being assessed by you as to his or her suitability for employment;
h) a voluntary helper while working under your supervision and control in connection with the business; or
i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the business while they are engaged in that work.

**Excess**

This is the first part of any claim that you will have to pay after the application of all other terms and conditions of the insurance including average (General condition 7).

**Franchise**

All claims exceeding the franchise amount, as detailed on the cover summary, will be paid in full subject to the application of all other terms and conditions of the insurance. All claims up to, or equal to, the franchise amount will not be paid.

**Land**

Land attached to the premises for which you are responsible.

**Money**

Coins, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for money, postage revenue, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, national savings stamps, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards.

**Period of insurance**

The period from the effective date shown in the cover summary until midnight on the expiry date shown in the cover summary. This includes any subsequent period for which we may accept payment for renewal of this policy.

**Pollution**

Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and all loss, damage or injury, directly or indirectly caused by such pollution or contamination.

**Premises**

The premises stated in the cover summary.

**Territorial limits**

United Kingdom, Channel Islands and the Isle of Man.

**Terrorism**

a) 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 legitimate government or accepted (illegitimate) government.
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.
Definitions

Unoccupied

1. Commercial premises
   The premises or portions thereof are deemed to be unoccupied if, at the time of cover commencing or during the policy period, they are not occupied during normal business hours for the purposes of continuing the business, for the purposes of winding up the business and disposal of the assets or are not occupied by tenants or other authorised persons.

2. Residential premises
   Unoccupied residential premises are deemed to be
   a) individual private dwelling houses or dwelling houses within a portfolio;
   b) blocks of flats (if more than 50% of the apartments are vacant);
   c) any individual apartments within a block of flats (if you are not responsible for the building);
   d) any newly constructed private dwelling house which is secure and weatherproof;
   e) any newly constructed block of flats (if more than 50% of the apartments are vacant)
   which are secure and weatherproof
   which are not occupied by persons authorised by you.

   For the purpose of this definition, vacant shall mean there has been no sale of the property or apartment, no sale of a lease or no short term tenant/occupant.

   Properties temporarily unoccupied up to a maximum of 28 days will be deemed to be occupied.

We/us/our
   Lloyd’s Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited.

You/your
   a) The person(s) appointed to act in the capacity of practitioner(s) in relation to any person, company or property as shown on the cover summary.

   In addition, in respect of Sections 3 and 4 of the policy.

   b) Any person or company shown in the cover summary as Case.
General conditions

1. **Policy voidable**
   This policy shall be voidable if there has been any misrepresentation, misdescription or non-disclosure of any material fact.

2. **Observance**
   It is a condition precedent to any liability that you comply with all the terms, conditions and endorsements of this policy and the truth of the statements and answers in the proposal except where it is necessary to comply with the requirements of any legislation enacted in the territorial limits relating to compulsory insurance.

3. **Survey**
   It is a condition precedent to any liability that if we require a survey of the risk covered by this policy as a condition of providing cover but the survey has not been completed before the policy documents have been issued, you shall comply with any risk improvements required as a result of the survey within the agreed time limits specified by us.

   We reserve the right to cancel, suspend or alter the terms applying to any part of this policy for which cover has been provided if, as a result of the survey, the risk or any part of it is in our opinion unacceptable to us.

4. **Non vitiation**
   This policy will not be vitiated or avoided
   a) so far as you are concerned, as a result of any misrepresentation, act or neglect or failure to disclose on the part of any insured party or any circumstance beyond an insured party’s control; and
   b) so far as any finance party is concerned, for failure to pay any premium due without us first giving to you at least 14 days’ notice in writing.

5. **Statutory requirements, maintenance and reasonable precautions**
   You shall at your own expense
   a) take all reasonable precautions to prevent or reduce damage;
   b) cease any activity which may give rise to liability under this policy;
   c) maintain all buildings, furnishings, ways, works machinery, caravans and vehicles in sound condition;
   d) exercise care in the selection and supervision of employees;
   e) remedy any defect or danger as soon as possible after discovery and in the meantime take such additional precautions as the circumstances may require; and
   f) comply with all statutory requirements and other safety regulations imposed by any authority.

6. **Unoccupied property**
   1. **Conditions applying**
      It is a condition precedent to our liability that in respect of property already unoccupied at inception of the policy or becomes unoccupied during the period of insurance that the following requirements are carried out within 14 days or as specified.
      a) The premises must be secured against illegal entry. All external doors must be secured either by bolts on the inside of the door, by mortise deadlocks and box striking plates which conform to current British Standard 3621 specification, by a substantial closed shackle padlock or by other locking devices as agreed by us.
      b) All windows must be closed and fastened securely. Any broken windows must be replaced or boarded up immediately.
      c) Any letterbox must be sealed shut should the premises be unoccupied in excess of 6 months.
      d) All internal and external waste materials must be removed from the premises. This includes residual company books, records, trade waste, free newspapers, flammable liquids and the like.
      e) Gas must be kept shut off at the switch where it enters the premises.
      f) Water must be kept shut off at the stopcock where it enters the premises insured and all pipes, tanks, radiators and any other water apparatus drained down. In respect of residential property, you have the option of draining down the water system or maintaining the building's internal temperature at a minimum of 8° C by the heating system being switched on and in automatic operation.
      g) Electricity must be kept shut off at the switch where it enters the premises unless
         i) agents making regular checks of the premises or showing around potential purchasers require lighting. The lighting circuits should remain in use with all others disconnected.
         ii) an intruder alarm or fire alarm is operational.
      h) The minimum requirement is one visit every 14 days incorporating the following procedures.
         i) All visits must be logged, with a record kept of time and date of visit and the identity of the person who carried out the inspection.
         ii) Visits must involve a thorough internal and external examination of the premises.
         iii) Any findings (such as but not limited to broken windows, evidence of intruders, damage to fencing) must be recorded, rectified and immediately notified to Insolvency Risk Services.
2. **Theft damage to buildings**
   Where **unoccupied** buildings are insured under Section 1 – Material Damage, we will indemnify you in respect of **damage** to the buildings at the **premises** for which you are responsible by theft or attempted theft but not **damage**
   a) caused to any property other than buildings;
   b) caused by any person lawfully on the **premises**;
   c) more specifically insured by you or on your behalf
The maximum amount we will pay is 50,000 GBP in any one **period of insurance**.

3. **Unauthorised persons on the premises**
   a) upon **your** discovery of unauthorised persons being on the **unoccupied premises** you must inform **us** immediately.
   b) It is a condition precedent to **our** liability that **you** take all reasonable measures to remove any unauthorised persons from the **premises** and that **we** are informed of progress on a weekly basis.
Unauthorised persons are deemed to be persons entering and remaining on the **premises** without legal entitlement or **your** permission.

4. **Residential property**
   If a property is **unoccupied** and **you** fail to comply with these conditions within 45 days from the date that cover incepted, a 2,500 GBP excess will apply to each and every claim under Section 1 – Material damage.
   If after 45 days from the date that cover incepted, **you** fail to comply with these conditions, **your** cover may be prejudiced unless **you** are unaware that the property is **unoccupied**, in which case a 2,500 GBP excess will apply to each and every claim under Section 1 – Material damage.

7. **Alteration**
   This policy shall be avoided if
   a) any alteration after the commencement of this insurance increases the risk of injury, **damage** or liability; or
   b) **your** interest ceases except by will or operation of law unless **we** agree in writing to continue the policy.

8. **Average**
   Wherever a sum insured is stated to be subject to average, if at the time of any **damage** such sum insured on any item of the property insured is less than the total value of such property, **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

9. **Cancellation**
   **We** may at any time cancel this policy by giving **you** thirty days’ notice in writing at **your** last known address. If the premium has been calculated on any estimates provided by **you**, it shall be adjusted in accordance with General condition 14; otherwise, on the basis of **us** receiving or retaining pro rata premium.
No premium will be returned if **you** have notified **us** of a claim or circumstances which might reasonably be expected to give rise to a claim before cancellation.

10. **Index linking**
    *(Applies only to Section 1 – Material damage and Section 2 - Business interruption)*

    **Renewal**
    Where the **cover summary** states that index linking applies, **we** will adjust the amounts insured to take into account movements in the appropriate index shown below.

    **Building and tenants improvements items**
    The General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors.

    **Other items**
    The Producer Price Index for Home Sales of Manufactured Products issued by the Office of National Statistics.

    **Claims**
    For claims settlement purposes (except under Section 2 - Business interruption) the adjustments set out above will continue during the **period of insurance** and the period of repair, replacement or reinstatement as long as the work is carried out and completed without undue delay.

    **NOTE:** If either of the above indices is not available, **we** may select a suitable alternative.

11. **Discharge of liability**
    **We** may at any time pay the limit of indemnity or the sum insured (less any sum already paid) or any lower amount for which a claim can be settled. **We** shall be under no further liability except for the payment of costs and expenses incurred before the date of payment.
General conditions

12. **Excess**

   *We shall not be liable for the amount of the excess stated in the cover summary in respect of each and every loss calculated after the application of all other terms and conditions of this policy.*

13. **Identification**

   The policy, cover summary, certificates and appendices shall be read together as one contract. Any word or expression to which a specific meaning has been given in any part of the policy, cover summary or Sections shall have the same meaning wherever it appears unless we state otherwise.

14. **Adjustment of premium**

   If the premium has been calculated on estimates given by you, you must keep an accurate record of all relevant particulars which shall be available to us for inspection.

   Within a reasonable time after the end of each period of insurance, you shall supply to us an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or returned to you. If you do not supply such a statement within a reasonable time after the end of the period of insurance, we shall be entitled to charge an additional premium in respect of that period of insurance.

15. **Instalments**

   If you are paying the premium through a loan taken out with a finance house and we cancel the policy due to non-payment of an instalment or any other reason, any refund of premium will be made directly to the finance house.

   In the event of a default, the cancellation will be effective from the day the finance house advises us of the default.

16. **Contract (Rights of Third Parties) Act 1999**

   The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

17. **Choice of law**

   There is a choice of law which can apply to this policy but the pre-contractual offer by us, subsequent acceptance by you and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.

18. **Law interpretation**

   The proper law for the interpretation of the construction and language of this policy is English law and the courts of England and Wales alone shall have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute arising out of or in connection with the interpretation of this policy.

19. **Tax**

   You will pay any tax due on the premium in accordance with current legislation.

20. **Employers’ Liability Tracing Office**

   By entering into this insurance policy, you will be deemed to specifically consent to the use of your insurance policy data in the following way and for the following purposes.

   1. Certain information relating to your insurance policy including, without limitation, a) the policy number(s); b) employers’ names and addresses (including subsidiaries and any relevant changes of name); c) dates of cover; d) employer’s reference numbers provided by Her Majesty’s Revenue and Customs; and e) Companies House reference numbers (if relevant)

   will be provided to the Employers’ Liability Tracing Office (ELTO) and added to an electronic database (database).

   2. This information will be made available by us to ELTO in a specified and readily accessible form as required by the Employers’ Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

   3. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers’ liability insurance of their employers (claimants) a) to identify which insurer (or insurers) provided employers’ liability cover during the relevant periods of employment; and b) to identify the relevant employers’ liability insurance policies.

   4. The database will be managed by ELTO.

   5. The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers’ liability insurance cover and any other persons or entities permitted by law.
Claims conditions

1. If any claim is in any respect fraudulent or if you or anyone acting on your behalf use any fraudulent means to obtain any benefit under this policy or deliberately cause damage, all benefit under this policy shall be forfeited.

2. On the discovery of any incident which may give rise to a claim under this policy you shall
   a) notify us by telephone immediately and in writing as soon as practicable;
   b) notify the police as soon as possible in respect of damage caused by malicious persons or thieves if insured by this policy;
   c) take all reasonable steps to prevent further damage and to minimise any interruption of the business;
   d) remedy any defect or damage as soon as possible after discovery and in the meantime take such additional precautions as the circumstances may require; and
   e) deliver to us at your expense within 30 days (7 days in the case of damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons if insured by this policy) after the incident or after expiry of the indemnity period or such further time as we may allow
      i) full information in writing of the claim;
      ii) details of any other insurance relating to the claim;
      iii) any business books, documents, proofs, information and other evidence as we may reasonably require; and
      iv) if required, a statutory declaration of the truth of the claim and of any matter connected with it.

3. We will not pay any claim under this policy unless you have complied with the terms of condition 2.

4. If we choose or are required to reinstate or replace any property, you shall at your own expense give us all such plans, documents, books and information as we may reasonably require. We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to pay out more than the sum insured on any item.

5. a) In the event of any damage for which a claim is or may be made under this policy, we and any person authorised by us may without incurring any liability or diminishing our right to rely upon any conditions of this policy enter, take or keep possession of the building or premises where the damage has happened and any property insured under this policy.
   If you or anyone acting on your behalf does not comply with our requirements or hinders or obstructs us in doing any of the above, then all benefit under this policy shall be forfeited. You shall not in any case be entitled to abandon any property to us whether we take possession of it or not.

   b) You or anyone acting on your behalf must not make any admission, offer, promise or payment without our written consent. We have the right to take over and conduct in your name the defence or settlement of any claim or to prosecute any claim in your name for our own benefit and we shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

   c) You shall give all such assistance as we may require.

6. Any claimant under this policy shall at our request and expense do and allow all such acts and things as we may reasonably require for the purpose of enforcing any rights and remedies we may have of obtaining recovery or indemnity from third parties, irrespective of whether we require this before or after we indemnify you.

7. You must send us unanswered every letter, claim, writ, summons and process in connection with the incident immediately on receipt. You shall also give us written notice immediately you know of any prosecution or inquest in connection with any occurrence which may give rise to a claim under this policy.

8. If at the time of any claim there is any other insurance covering your interest in the property damaged or the same legal liability, our liability under this policy shall be limited to its rateable proportion of such claim.
   If the other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in the same way.
   If any other insurance effected by you or on your behalf covers any of the property insured but is subject to any provision which excludes it from ranking concurrently with this policy either in whole or in part or from contributing rateably to the damage, our liability under this policy shall be limited to such proportion of the damage as the sum insured bears to the value of the property.

9. Not applicable to Section 3 – Property owners’ liability and Section 4 - Employers’ liability
   If any difference as to the amount to be paid under this policy (liability being otherwise admitted) arises, it may be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is referred to arbitration, the making of any award shall be a condition precedent to any right of action against us.
General exclusions

This policy does not cover the following.

1. The failure of any computer system, whether or not your property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any computer system relating to date or time compliance.

2. Any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.

3. Any liability assumed by you under any express warranty, agreement or guarantee unless such liability would have attached to you irrespective of such express warranty or guarantee.

4. Death, disablement or damage to any property whatsoever, any loss or expense whatsoever resulting or arising therefrom, any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
   a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
   b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components; or
   c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or damage to property by or under the order of any government or public or local authority.

NOTE
When related to Section 4 – Employers’ liability paragraphs a) and b) shall only apply in respect of bodily injury to an employee when you under a contract or agreement have undertaken
   i) to indemnify another party; or
   ii) to assume the liability of another party
in respect of such bodily injury.

5. Not applicable to Section 3 – Property owners’ liability or Section 4 – Employers’ liability

Damage directly or indirectly caused by or arising out of terrorism.

If we allege that by reason of this exclusion any loss, damage or expense is not indemnified by this insurance, the burden of proving to the contrary shall be upon you.

6. Not applicable to Section 3 – Property owners’ liability or Section 4 - Employers’ liability.

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

7. Not applicable to Section 3 – Property owners’ liability or Section 4 - Employers’ liability.

The following items unless specifically mentioned.
   a) Money, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books or works of art.
   b) Goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, explosives, video tapes or cassettes for sale or hire.
   c) Property in transit.
   d) Patterns, models, moulds, plans and designs.

8. Damage or consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

9. Not applicable to Section 3 – Property owners’ liability or Section 4 - Employers’ liability

Any liability caused by or arising out of pollution.

10. Not applicable to Section 4 - Employers’ liability

Any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence to a loss.

11. Any loss (including loss of value) or damage to the land or any part of it.
Section 1 – Material damage

Definitions
The following words will have the same meaning wherever they appear in this Section of the policy or in the cover summary relating to this Section. To help identify these words they will appear in bold in the Section wording.

Buildings
(Applies also to Section 2 - Business interruption)
   a) Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the cover summary).
   b) Landlords’ fixtures and fittings (including fixed glass and fitted carpets) and tenants’ improvements for which the landlord is responsible in on or around the buildings.
   c) Furnishings and other contents of common parts of the buildings including seasonal items introduced to shopping centres.
   d) Gangways, pedestrian malls and pedestrian access bridges.
   e) Small outside buildings, extensions, annexes, gangways.
   f) Walls, gates and fences, yards, car parks, roads, pathways and loading bays.
   g) Services.
   h) Roads, pavements, car parks and hardstanding.
   i) Landscaping excluding trees, shrubs, plants, turf and external ponds and lakes but including garden furniture, ornaments and statues.
   j) Patios, terraces, footpaths, swimming pools, tennis courts and drives.
   k) Landlords’ contents up to a limit of 25,000 GBP unless specifically insured on the cover summary.

Property insured
Buildings, landlords’ contents, all other contents and other property at the premises (subject to any specific exclusions) all as defined below or more fully described in the cover summary and all belonging to you or for which you are responsible but excluding
1. property which is more specifically insured.
2. unless specifically notified to and accepted by us as insured
   a) land, piers, jetties, bridges, culverts or excavations; and
   b) livestock, growing crops or trees unless they form part of all other property.

Landlords’ contents
Furniture, furnishings, potted plants, trees and shrubs, statues and garden furniture, video, audio, building management systems and security equipment, the contents of fuel tanks and other similar property for which you are responsible all whilst contained in or on the buildings. For the avoidance of doubt, this does not include valuables, money or property more specifically insured, whether by this or any other policy.

Services
Telephone, gas, electricity, water mains, drains and sewers, electrical instruments, meters, piping, cabling and the accessories thereto providing services to or from the buildings and for which you are responsible.

Insuring clause
We will at our option pay for, repair or reinstate any property insured that sustains damage at the premises directly caused by any of the covers listed below provided they are shown as applying in the cover summary.

Our liability in any one period of insurance shall not exceed
1. the total sum insured;
2. in respect of any item its sum insured; or
3. any other stated limit of liability.

Covers
1. Fire, lightning and explosion but not damage caused by
   i) earthquake, subterranean fire, riot, civil commotion.
   ii) its undergoing any heat process or any process involving the application of heat.
   iii) explosion of non – domestic steam pressure machinery or equipment under your control.

2. Aircraft or other aerial devices or articles dropped from them but not damage caused by
   i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
   ii) fire.

3. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons but not damage arising from
   i) confinement, requisition or destruction by order of the government or any public authority.
   ii) stopping work.
   iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
   iv) caused by tenants.
Section 1 – Material damage

4. **Earthquake or subterranean fire.**

5. **Storm but not damage**
   - caused by lightning, frost, subsidence, ground heave or landslip.
   - in respect of movable property in the open, fences and gates.

6. **Flood but not damage**
   - attributable solely to change in the water table level.
   - caused by lightning, frost, subsidence, ground heave or landslip.
   - in respect of movable property in the open, fences and gates.

7. **Escape of water or oil** from any tank apparatus or pipe but not damage by water discharged or leaking from any automatic sprinkler installation.

8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not damage caused by explosion, earthquake, subterranean fire or heat caused by fire.

9. **Impact** by any road or rail vehicle or animal.

10. **Accidental damage** but not
    - damage caused by
      - any of the covers specified above.
      - the causes expressly excluded from the covers specified above whether or not insured.
      - inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
      - faulty or defective workmanship, operational error or omission on the part of **you** or any **employee** but this shall not include subsequent damage which itself results from a cause not otherwise excluded.
      - corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
      - change in temperature, colour, flavour, texture or finish.
      - the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services.
      - joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
      - mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude subsequent damage so long as it is not excluded above.
      - pollution or contamination.
      - normal settlement or bedding down of new structures.
      - acts of fraud or dishonesty.
      - disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
      - damage to a building or structure caused by its own collapse or cracking.
      - any process of production, packing, treatment, testing, commissioning, servicing or repair.
      - nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
    - damage to
      - movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
      - vehicles licensed for road use (including accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
      - property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy.
      - glass.
      - any building or structure caused by its own collapse or cracking.

11. **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the **cover summary** including the cost of boarding up and any lettering and artwork.
    - **Damage to**
      - the contents of display windows;
      - windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;
      - electric light fittings; or
      - neon and illuminated signs
Section 1 – Material damage

as a direct result of glass breakage as defined under paragraph 11. a) provided that our liability shall not exceed 10,000 GBP in total.

12. Breakage of fixed sanitaryware but not breakage or damage
   i) in vehicles, vending machines or to stock in trade.
   ii) in transit or while being fitted.
   iii) due to settlement, expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion.
   iv) existing before the start of the period of insurance.
   v) of neon and illuminated signs and electric light fittings.
   vi) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
   vii) of bulbs or tubes unless the signs or fittings are also damaged.
   viii) caused by fire or explosion.

13. a) Theft or attempted theft at commercial premises but not damage
   i) which does not involve
      a) entry to or exit from a building by forcible and violent means; or
      b) actual or threatened assault or violence.
   ii) from any part of the building not occupied by you for the purpose of the business.
   iii) from the open, other than walls, gates and fences where a limit of 5,000 GBP applies, or from any outbuilding not communicating with the main building unless otherwise specified.
   iv) to property in transit.
   v) to money and securities of any description.

b) Theft or attempted theft at residential premises but not damage while the buildings are lent, let or sublet unless the damage follows a violent and forcible entry or from the open, other than walls, gates where a limit of 5,000 GBP applies.

c) Theft damage to buildings
   Where buildings are insured under Section 1 – Material Damage, we will indemnify you in respect of damage for which you are responsible by theft or attempted theft but not damage
   i) caused to any property other than buildings;
   ii) caused by any person lawfully on the premises; or
   iii) more specifically insured by you or on your behalf.

14. Subsidence, ground heave or landslip of any part of the site on which the property stands but not damage
   i) to yards, carparks, roads, pavements, walls, gates and fences unless also affecting the structure of a building.
   ii) caused by
      a) normal settlement or bedding down of new structures.
      b) settlement or movement of made up ground.
      c) coastal or river erosion.
      d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
   iii) which originated before the inception of this cover.
   iv) resulting from
      a) demolition, construction, structural alteration or repair of any property; or
      b) groundwork or excavation
      at the same premises.

Special condition to cover 14
   a) You must notify us immediately you become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
   b) We shall then have the right to vary the terms or cancel this cover.

Excess
An excess applies to the covers under this Section as shown in the cover summary.
Section 1 – Material damage

Extensions of cover

1. Additional metered water or gas charges
   We will pay for costs incurred by you as a result of damage except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the damage. We will not pay more than 25,000 GBP any one claim.

2. Additional sprinkler costs
   We will pay for the costs incurred in upgrading an automatic sprinkler installation to the current Loss Prevention Council (LPC) Rules solely as imposed upon you by us following damage to the buildings provided that at the time of damage the installation conformed
   a) to the 28th or 29th Edition Rules; or
   b) to the LPC Rules current at the time of installation but did not conform to subsequent amendments to those rules.

3. Additions
   The insurance extends to include alterations, additions and improvements to buildings anywhere in the United Kingdom to the extent that they are not insured elsewhere subject to the following.
   a) Cover under this extension in any one situation is limited to the value of the alterations, additions or improvements but not exceeding 15% of the sum insured on buildings or 500,000 GBP whichever is the lesser.
   b) You must pay the appropriate additional premium from the date on which the items become your responsibility.

4. Automatic reinstatement after a loss
   Unless we advise you to the contrary, our liability shall not be reduced by the amount of any loss as long as
   a) you pay the appropriate additional premium for reinstatement of cover; and
   b) you carry out any reasonable recommendations we put forward to prevent further loss.
   If the damage is by theft (if insured), automatic reinstatement shall apply once in each period of insurance.

5. Bailor’s goods
   We will pay for damage to goods in your custody and control and for which you are legally liable as bailor whilst within the premises insofar as such goods are not otherwise insured. We will not pay
   i) for loss by theft or attempted theft of gold, silver, precious stones, precious metals, bullion, furs, curiosities, works of art, rare books, audio visual goods, computer equipment, cameras, jewellery or money.
   ii) for unaccountable losses.
   iii) unless a signed inventory is issued to the tenant or lessee as soon as a repossession takes place.
   iv) more than 50,000 GBP any one claim.

6. Business rates
   We will pay for up to 36 months the costs for which you become legally responsible in respect of business rates (national non domestic rates) in consequence of damage insured under this policy subject to the following.
   a) We will only pay if the business rates would not have been payable by you but for the damage.
   b) We will not pay more than 25,000 GBP any one claim or 100,000 GBP in the aggregate in any one period of insurance.
   c) Our liability will only apply to costs arising out of damage incurred during the period of insurance.

7. Clearing of drains
   We will pay for costs and expenses necessarily incurred in clearing, cleaning and repairing drains, gutters, sewers and the like at your premises and in the immediate vicinity for which you are responsible in consequence of damage. We will not pay more than the sum insured.

8. Contract works
   We will pay for contract works to the extent to which you have contracted to arrange cover subject to a limit of 250,000 GBP any one claim at any premises and excluding the first 250 GBP of each and every loss. This insurance shall only apply in so far as the contract works are not otherwise insured.

9. Contracting purchaser’s interest
   If at the time of damage, you have contracted to sell your interest in any building insured and the purchase has not been but will be completed, the purchaser on completion shall be entitled to benefit under this policy without prejudice to the rights and liabilities of you or us from the date of the damage until completion as long as the purchaser has not otherwise insured the building against such damage.
Section 1 – Material damage

10. Contractor’s interest
Where you are required to effect insurance on the buildings in the joint names of yourselves and the contractor under the terms of a contract condition, then the interest of the contractor in the buildings as a joint insured is noted, subject to details of any single contract valued in excess of 250,000 GBP having been advised to us before work commences and an additional premium being paid as appropriate.

11. Debris removal
We will pay for costs and expenses you necessarily incur with our consent for
a) removing debris from,
b) dismantling and/or demolishing,
c) shoring or propping up of or
d) cleaning, cleaning or repairing services to
those parts of the property insured damaged by any cover insured.
We will not pay
i) more than the sum insured for each item.
ii) for any costs or expenses
   a) incurred in removing debris except from the site of property damaged and the area immediately adjacent to it;
   b) arising from pollution or contamination of property not insured by this policy; or
   c) in respect of damage which occurred before the granting of cover under this insurance.

12. Debris removal – tenants’ contents
We will pay for costs and expenses which are not otherwise insured that you necessarily incur with our consent for removing debris of tenants’ contents from those parts of the property insured damaged by any cover insured.
We will not pay
i) more than 10,000 GBP in respect of any one claim.
ii) for any costs or expenses
   a) incurred in removing debris except from the site of property damaged and the area immediately adjacent to it;
   b) arising from pollution or contamination of property not insured by this policy; or
   c) in respect of damage which occurred before the granting of cover under this insurance.

13. Designation of property
For the purpose of determining the heading under which any property is insured, we agree to accept the designation under which such property has been entered in your books.

14. European Union and public authorities’ requirements
We will pay for the additional cost of rebuilding or repair as may be incurred with our consent in complying with any regulations or requirements of the European Union, public authority or other statutory requirements first imposed upon you following the damage.
However, we shall not be liable in respect of any rate, tax, duty, development or other charge or assessment which may arise out of any capital appreciation as a result of complying with any of the requirements referred to in this extension.

15. Failure of third party insurances
We will pay for damage to buildings or loss of rent in accordance with the terms, conditions, exclusions, provisions and definitions of this policy at the premises defined below, but only to the extent that the lessee or freeholder is unable to recover such amount, equivalent to that which could be payable under this policy if the lessee or freeholder were the insured, as a result of
a) the lessee or freeholder having failed to arrange or maintain insurance to comply with the terms of the lease;
or
b) the lessee or freeholder having failed to insure for an adequate amount whether the amount insured had been approved by you or not
but excluding any payments in respect of damage or loss of rent that you recover from any other party.
We will not pay more than 1,000,000 GBP any one premises.
No amount will be recoverable
i) due to the operation of any excess or deductible under any more specific insurance;
ii) where the lessee or freeholder’s policy fails due to the breach of any condition or warranty contained within their policy as a result of your action;
iii) due to the failure of the lessee or freeholder to make or pursue a legitimate insurance claim; or
iv) unless you carry out at least annually a check of all properties owned or leased by you and for which you are responsible to ensure that effective insurance is in force for such properties.
Section 1 – Material damage

For the purpose of this clause, “premises” is defined as all your properties anywhere in the United Kingdom which are leased to or by you but not specifically insured or referred to elsewhere under this policy and where the lessee or freeholder is responsible for arranging insurance under the terms of a lease with you.

Special conditions

A. We will not pay for rent unless the building to which the rent relates is damaged so as to be rendered unfit for occupation and then only for such proportion of the rent payable as may be equivalent to the period necessary for reinstating the damage sustained but not exceeding 36 months.

B. This clause will only take effect if we are the sole provider of buildings insurance in respect of your properties owned in connection with the business and where you have an obligation to arrange such insurance.

16. Fire extinguishing expenses

We will pay for the reasonable costs incurred by you for refilling fire-extinguishing appliances and replacing any used sprinkler heads solely in consequence of damage. In extinguishing operations in order to minimise loss.

17. Fire protection equipment

You shall take all reasonable measures to ensure that any sprinkler or alarm installation or other fire protection equipment, for which a reduced premium rate is allowed, is maintained in efficient working order; the routine tests prescribed by us are carried out and any defects revealed by such tests are promptly remedied; and our written consent is obtained to any proposed changes, repairs or alterations to any sprinkler or alarm installation.

18. Fly tipping

We will pay for costs necessarily and reasonably incurred in clearing and removing any property in consequence of its being illegally deposited in, on or around the premises subject to the following.

a) We will not be liable for the first 1,000 GBP each and every loss; and
b) we will not pay more than 10,000 GBP any one claim or in the aggregate during any one period of insurance.

19. Further investigation expenses

Where a building has suffered damage and in the opinion of a competent construction professional there is a reasonable possibility of other damage to portions of the same building which is not immediately apparent, we will pay for the reasonable costs incurred by you with our prior consent in establishing whether or not such damage has occurred. In establishing whether or not other buildings in the vicinity have suffered damage in the same incident but only if such buildings are subsequently found to have suffered such damage for which we are liable.

We will not pay more than 25,000 GBP any one claim.

20. General interest clause

The interests of freeholders, lessees, mortgagees or debenture holders in the property insured by this policy are noted in the insurance provided by the policy subject to their names being disclosed to us by you in the event of any claim arising.

21. Inadvertent omission to insure

We will pay for damage to any premises in the United Kingdom which you own or which you are responsible to insure but which you have inadvertently failed to insure under this or any other policy provided that you shall, immediately on becoming aware of any premises not insured, arrange insurance with us with effect from inception of this policy or the date upon which the insurance should have been arranged whichever is the later. This extension shall not apply to any premises covered under extension 9 of this Section.

We will not pay more than 2,000,000 GBP any one claim or in the aggregate in respect of any premises. All other terms, provisions, conditions and exclusions of the policy shall apply.

22. Inflation provision (day one basis)

Subject to the following special conditions, the basis upon which the claim will be settled for material damage will be the reinstatement of the property damaged. For this purpose "reinstatement" means the rebuilding or replacement of property lost or destroyed which, provided our liability is not increased, may be carried out in any manner suitable to you or on another site; or
Section 1 – Material damage

ii) the repair or restoration of property damaged
in either case to a condition better or not better or more extensive than its condition when new.

b) The premium has been calculated according to the declared value which you gave to us.
“Declared value” means your assessment of the cost of reinstatement of the property insured arrived at in
accordance with paragraph a) at the level of costs applying at the inception of the period of insurance.
You should ignore any inflationary factors which may operate subsequently. You should also make an
allowance for
i) the additional cost of reinstatement to comply with public authority requirements;
ii) professional fees; and
iii) debris removal costs.

Special conditions
1. You will notify us of the declared value of the property insured for each item at the beginning of each
period of insurance. In the absence of the declaration, the last amount declared by you will be taken as the
declared value for the ensuing period of insurance.

2. If at the time of damage the declared value of the property is less than the cost of reinstatement (as defined
in paragraph b) above) at the inception of the period of insurance, then our liability for the damage shall
not exceed that proportion of the amount of the damage which the declared value bears to the cost of
reinstatement.

3. Our liability for the reinstatement of property partly damaged shall not exceed the amount which would have
been payable had such property been wholly destroyed.

4. No payment beyond the amount which would have been payable in the absence of this clause shall be made
a) unless reinstatement commences and proceeds as quickly as possible;
b) until the cost of reinstatement shall have been actually incurred; or
c) if the property insured at the time of its damage shall be insured by any other insurance effected
by or on your behalf which is not upon the same basis of reinstatement.

5. All the other terms and conditions of the policy shall apply
a) in respect of any claim payable under this clause unless they are varied.
b) where claims are payable as if this clause had not been incorporated except that the sum insured
shall be limited to the percentage of the declared value stated in the cover summary.

23. Landscaping
We will pay for costs and expenses incurred with our consent in making good landscaped gardens or grounds at the
premises damaged by any cover insured but excluding
i) the cost of movement of soil other than as necessary for surface preparation.
ii) the failure of trees, shrubs or turf to become established following replanting.

We shall not be liable for the first 1,000 GBP or the amount of the excess stated in the cover summary whichever is
the greater 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.
We will not pay more than 25,000 GBP or 10% of the sum insured by the relevant item (whichever is the lesser) any
one claim.

24. Loss minimisation and prevention expenditure
We will pay for costs and expenses incurred by you with our consent for the sole purpose of avoiding or diminishing
the amount of a loss following damage which but for that expenditure would have occurred.
We will not pay more than 25,000 GBP any one claim.

25. Loss of market value
If
a) you choose not to repair or rebuild, we will pay to you the reduction in market value of the buildings
immediately following damage but not exceeding the amount that would have been payable had the
buildings been repaired or rebuilt.
b) as a result of damage, you are required to rebuild or reinstate the buildings in a manner different from that
immediately before damage solely to comply with any regulations or requirements of the European Union,
public authority or other statutory requirements (as shown under extension 13 and as a result there is
reduction in market value, we agree to pay
i) the cost of repairing or reinstating the buildings; and
ii) a cash settlement representing the reduction in market value
so that the total payment made is no greater than the amount that would have been payable had the
buildings been repaired or reinstated in an identical manner to their condition immediately before the
damage.

The above are subject to the following.
i) The total amount recoverable under any item of the policy shall not exceed its sum insured; and
ii) all other terms and conditions of the policy shall apply as if they had been incorporated in this clause.
Section 1 – Material damage

26. **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 that:
   a) such increase in risk is without their prior knowledge or authority;
   b) we are notified immediately they become aware of such increase in risk; and
   c) you pay any additional premium required.

27. **Non-invalidation**
   This insurance shall not be invalidated by any act, omission or alteration whereby the risk of *damage* is increased unknown to or beyond your control provided that immediately you become aware of it you tell us and pay any additional premium required.

28. **Other premises**
   We will pay for *damage* to any contents including *landlords’ contents* and landlors’ fixtures and fittings insured under this policy whilst temporarily removed to any other premises in your occupation in Great Britain and Northern Ireland provided that they are not otherwise insured. We will not pay more than 10,000 GBP any one claim or the sum insured on contents whichever is the lesser.

29. **Privity of contract**
   We will pay for all such sums as you become legally liable to pay and will pay as indemnity to any tenant in respect of the repair or reinstatement of *premises* previously owned but which are no longer your property and where the current owner has failed to maintain adequate insurance cover, subject to the special conditions stated below.
   
   **Special conditions**
   a) The insurance by this clause will not contribute in respect of any more particular insurance effected by the new owner, tenants or sub-tenants.
   b) You will take all reasonable and appropriate steps to obtain release from your liabilities under the covenants to insure such property on its disposal.

30. **Professional fees**
   The sum insured for each item on *buildings* and *landlord’s contents* includes an amount for professional fees necessarily and reasonably incurred in the reinstatement of the *property insured* but not for preparing any claim.

31. **Reinstatement to match**
   Where a *building* has suffered *damage*, you may replace, repair or restore the property with equivalent property which employs current technology and replacement, repair or restoration shall not for the purposes of this policy be regarded as being better or more extensive than when new.
   This policy further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored, provided that our total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form. When the *buildings* are damaged or destroyed in part only, our liability shall not exceed the sum representing the cost which we could have been called upon to pay for reinstatement if such property had been wholly destroyed.

32. **Removal of wasps’ and bees’ nests**
   We will pay for the cost of removing wasps’ or bees’ nests.
   We will not pay more than 500 GBP any one claim.

33. **Replacement locks**
   We will pay for the reasonable expenses necessarily incurred in replacing locks to the *buildings* or safes or strongrooms in them for which you are responsible consequent on
   a) the theft of keys; or
   b) reasonable evidence that the keys have been duplicated by an unauthorised person.
   We will not pay more than 5,000 GBP any one claim.

34. **Residential property**
   In the event of any *damage* resulting in
   a) a residential *building* or residential portion of any *building* being uninhabitable; or
   b) access being prevented to such property
   we will pay for rent receivable as defined in Section 2 – Business interruption and the reasonable additional cost of comparable accommodation incurred by the lessee or owner for any resident, including pets, who normally live in the *building* until the property is habitable or accessible.
   We will not pay more than 25% of the sum insured applicable to the residential *building* or residential portion of the *building* concerned in the aggregate during any one *period of insurance*.
Subrogation waiver
In the event of a claim arising under this policy, we agree to waive any rights, remedies or relief to which we might become entitled by subrogation against
a) any company standing in relation of parent (subsidiary to parent) to you as defined in the Companies Act or Companies (N.I.) Order current at the time of the damage; or
b) any company which is a subsidiary of a parent company of which you are a subsidiary as defined in the Companies Act or Companies (N.I.) Order current at the time of the damage.
c) any tenant, lessee or managing agent in respect of damage applicable to the premises unless such damage arises out of a criminal or malicious act of the tenant, lessee or managing agent.

Temporary removal
We will pay for damage to any landlords’ fixtures and fittings or other property within the definition of buildings not otherwise insured whilst temporarily at other premises for cleaning, renovation or repair or other similar purposes and whilst in transit by road, rail or inland waterway.
We will not pay more than 25,000 GBP for any one claim.

Trace and access and repair or replacement
In the event of damage resulting from escape of water or oil as covered by this policy, we will pay for the costs necessarily and reasonably incurred in locating the source of such damage and subsequently making good the damage and the cost of repairing or replacing tanks, apparatus, pipes or appliances.
We will not pay more than 25,000 GBP any one claim.

Tree felling and lopping
We will pay for the cost of lopping or felling trees which are an immediate threat to life or causing damage to the property insured.
We will not pay more than 5,000 GBP in the aggregate during any one period of insurance.

Tree removal
We will pay for costs and expenses incurred in removing fallen trees and branches from the premises resulting from any of the covers insured under this policy.
We will not pay more than 500 GBP any one claim or 2,500 GBP in the aggregate during any one period of insurance.

Unauthorised use of electricity, gas or water
We will pay for the cost of metered electricity, gas or water for which you are legally responsible arising from its unauthorised use by persons taking possession of, keeping possession of or occupying the premises without your authority.
It is a condition of this extension that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.
We will not pay more than 25,000 GBP any one claim.

Value Added Tax (VAT)
The insurance by each item on buildings extends to include Value Added Tax paid by you which is not subsequently recoverable subject to the following.
a) i) Your liability for such tax arises solely as a result of the reinstatement or repair of the buildings to which such item relates following damage.
ii) We have paid or agreed to pay for the damage.
iii) If payment made by us in respect of reinstatement or repair of such damage is less than the actual cost of reinstatement or repair, any payment under this provision resulting from the damage shall be reduced in like proportion.
iv) An allowance has been made in the sum insured for Value Added Tax where necessary, it being understood that you will still be entitled to indemnity if such allowance has inadvertently not been made.
b) Your liability for such tax does not arise from the replacement buildings having greater floor area than or being better or more extensive than the destroyed or damaged buildings.
c) Where an option to reinstate on another site is exercised, we will not pay more than the amount of tax that would have been payable had the buildings been rebuilt on their original site.
d) We will not pay for amounts payable by you as penalties or interest for non-payment or late payment of tax.

For the purpose of paragraph c), rebuilding costs shall be exclusive of Value Added Tax.

Our liability may exceed the sum insured by an item or in the whole the total sum insured where such excess is solely in respect of Value Added Tax.
Section 1 – Material damage

43. Damage by tenants
Notwithstanding Claims condition 2, paragraph 4 of Cover 3 - Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons and paragraphs b) and c) of Cover 13 -Theft or attempted theft we will pay up to 5,000 GBP any one claim for damage under Covers 3 and 13 in respect of residential premises which has been caused, allowed, chosen to be overlooked or not reported to the police by the tenant.

Special provisions

1. Delays in rebuilding
We shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with any regulations or requirements of the European Union, public authority or other statutory requirements unless such delays are wholly outside your control.

2. Our option to rebuild
We may at our option rebuild or restore the buildings destroyed or portions damaged but without being bound to rebuild or restore the property exactly or completely and only as circumstances permit and in reasonably sufficient manner. You shall at your own expense produce and give to us all such plans, documents, books and information as we may reasonably require.

3. Condition of average (underinsurance)
The sum insured by each item of this Section (other than those applying solely to fees, removal of debris or private dwelling houses) is declared to be separately subject to average.
If, at the time damage occurs, the total of the declared value by all buildings insured is less than the insurable amount then the amount otherwise payable shall be proportionately reduced.
   a) Declared value shall mean the base value shown in the cover summary excluding any provision for inflation but if the loss is settled under the Inflation provision (Day 1) clause, the declared value shall be 130% of the base value.
   b) The insurable amount shall be the total of the Day one rebuilding value of all buildings insured.
   c) Day one rebuilding value shall mean the total cost of reinstating the buildings insured to a condition substantially the same as when new at the level of costs applying at the beginning of the period of insurance in which the damage occurred.

4. Seventy two hour provision
In respect of covers 5 - Storm, 6 - Flood, 7 - Escape of water or oil and 8 - Accidental escape of water from a sprinkler installation only, damage occurring continuously or intermittently during any period of seventy two hours shall be deemed to constitute one loss at each separate premises for the purpose of the application of the excess.

Supplementary conditions

1. Security requirements
The following security precautions apply in respect of buildings occupied by you, for which the security is the direct responsibility of you or your agents or in respect of any empty or disused buildings of which we have been notified.
   a) All external doors and any internal doors leading to other premises must be secured either by bolts on the inside of the door, by mortise deadlocks and box striking plates which conform to current British Standard 3621 specification, by a substantial closed shackie padlock or by other locking devices as agreed by us;
   b) All opening sections of external ground floor windows and other windows which are accessible from roofs, fire escapes or downpipes must be fitted with key operated window locks.
   c) Any additional protection required by us shall be fitted in accordance with our 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 or are left unattended.
   d) All keys, including duplicate keys, relative to the security of a portion of the premises or to any safe or strong room containing property insured shall be removed from that portion of the premises whenever they are closed for business or left unattended.

      Any door or window officially designated a fire exit by the fire authority is excluded from this condition.

2. Reinstatement
Subject to the following special conditions, the basis upon which the amount payable in respect of buildings and landlords’ 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 our liability is not increased, may be carried out
Section 1 – Material damage

i) in any manner suitable to your requirements; or
ii) upon another site; or
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
a) Our liability 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.
b) No payment beyond the amount which would have been payable in the absence of this condition shall be made
   i) unless reinstatement commences and proceeds without unreasonable delay;
   ii) until the cost of reinstatement shall have been actually incurred; or
   iii) if the property insured at the time of its damage shall be insured by any other insurance effected by or on your behalf which is not upon the same basis of reinstatement.
c) All other terms and conditions of the policy shall apply
   i) in respect of any claim payable under the provisions of this condition; or
   ii) where claims are payable as if this condition had not been incorporated.
d) 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 condition exceeds its sum insured at the commencement of any damage, our liability shall not exceed that proportion of the amount of the damage which said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

Optional clauses
(These apply only if stated in the cover summary)

1. Reinstatement market value

We will pay the cost of repair, restoration or reinstatement of the property insured and site clearance costs up to but not exceeding the sum insured agreed by us and shown in the cover summary.

Where repair, restoration or reinstatement does not take place, we will pay the diminution in market value of the property insured at the time of the damage and site clearance costs up to but not exceeding the sum insured agreed by us and shown in the cover summary.

General Condition 8 - Average does not apply in respect of the property insured under this clause.

For the purpose of this clause
a) diminution in market value shall mean the reduction in market value of the property insured as a result of damage directly caused by any of the covers shown as applying in the cover summary.

b) market value shall mean the monetary sum which a willing seller of the property insured would be able to receive from a willing buyer where both parties to the transaction had acted knowledgeably, prudently and without compulsion.
Section 2 – Business interruption

Definitions
The following words will have the same meaning wherever they appear in this Section of the policy or in the cover summary relating to this Section. To help identify these words they will appear in bold in the Section wording.

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

Note 2
For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Buildings
See Property damage Section for definition.

Consequential loss
Loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of damage to property used by you at the premises for the purpose of the business.

Incident
 Damage to property used by you at the premises for the purpose of the business.

Indemnity period
The period beginning with the occurrence of the incident and ending not later than the maximum indemnity period thereafter during which the results of the business shall be affected in consequence of the incident.

Maximum indemnity period
As stated in the cover summary.

Rent receivable
The money paid or payable to you for accommodation and services provided in course of the business at the premises.

Insuring clause
If any building or other property used by you at the premises for the purpose of the business suffers damage by any of the covers specified in the cover summary and there is a consequential loss, we will pay you in respect of each item in the cover summary the amount of the loss provided that

1. at the time of the happening of the damage there is in force an insurance covering your interest in the property at the premises against such damage and that
   a) payment has been made or liability admitted; or
   b) payment would have been made or liability admitted but for the operation of a clause in such insurance excluding liability for losses below a specified amount.

2. our liability 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 cover summary at the time of the damage.
   b) the sum insured remaining after deduction for any other consequential loss occurring during the same period of insurance unless we have agreed to reinstate any such sum insured.

Covers
1. Fire, lightning and explosion but not consequential loss caused by
   i) earthquake, subterranean fire, riot, civil commotion.
   ii) its undergoing any heat process or any process involving the application of heat.
   iii) explosion of non – domestic steam pressure machinery or equipment under your control.

2. Aircraft or other aerial devices or articles dropped from them but not consequential loss caused by
   i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
   ii) fire.

3. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons but not consequential loss arising from
   i) confiscation, requisition or destruction by order of the government or any public authority.
   ii) stopping work.
   iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

4. Earthquake or subterranean fire.
Section 2 – Business interruption

5. **Storm** but not **consequential loss**
   i) caused by lightning, frost, subsidence, ground heave or landslip.
   ii) in respect of movable property in the open, fences and gates.

6. **Flood** but not **consequential loss**
   i) attributable solely to change in the water table level.
   ii) caused by lightning, frost, subsidence, ground heave or landslip.
   iii) in respect of movable property in the open, fences and gates.

7. **Escape of water or oil** from any tank apparatus or pipe but not **consequential loss** caused by water discharged or leaking from any automatic sprinkler installation.

8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **consequential loss** caused by explosion, earthquake, subterranean fire or heat caused by fire.

9. **Impact** by any road vehicle or animal.

10. **Accidental damage** but not
    i) **consequential loss** caused by
        a) any of the covers specified above.
        b) the causes expressly excluded from the covers specified above whether or not insured.
        c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
        d) faulty or defective workmanship, operational error or omission on the part of you or any **employee**
           but this shall not include subsequent **damage** which itself results from a cause not otherwise excluded.
        e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
        f) change in temperature, colour, flavour, texture or finish.
        g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
        h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
        i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude **consequential loss** caused by subsequent **damage** so long as it is not excluded above.
        j) **pollution** or contamination.
        k) normal settlement or bedding down of new structures.
        l) acts of fraud or dishonesty.
        m) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
        n) **damage** to a **building** or structure caused by its own collapse or cracking.
        o) any process of production, packing, testing, treatment, commissioning, servicing or repair.
        p) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

    ii) **consequential loss** in respect of
        a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
        b) vehicles licensed for road use (including accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
        c) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy.
        d) glass.

11. a) **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the **cover summary** including the cost of boarding up and any lettering and artwork.
    b) **Damage** to
        i) the contents of display windows;
        ii) windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;
        iii) electric light fittings; or
        iv) neon and illuminated signs
        as a direct result of **glass breakage** as described under paragraph 11a) provided that our liability shall not exceed 10,000 GBP in total.
Section 2 – Business interruption

12. Breakage of fixed sanitaryware but not breakage or consequential loss
   i) in vehicles, vending machines or to stock in trade.
   ii) in transit or while being fitted.
   iii) due to settlement, expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion.
   iv) existing before the start of the period of insurance.
   v) of neon and illuminated signs and electric light fittings.
   vi) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
   vii) of bulbs or tubes unless the signs or fittings are also damaged.
   viii) caused by fire or explosion.

13. a) Theft or attempted theft at commercial premises but not consequential loss
   i) which does not involve
      a) entry to or exit from a building by forcible and violent means; or
      b) actual or threatened assault or violence.
   ii) from any part of the building not occupied by you for the purpose of the business.
   iii) from the open, other than walls, gates and fences, or from any outbuilding not communicating with the main building unless otherwise specified.
   iv) to property in transit.
   v) to money and securities of any description.

b) Theft or attempted theft at residential premises but not consequential loss
   i) while the buildings are lent, let or sublet unless the consequential loss follows a violent and forcible entry.

c) Theft damage to buildings
   Where buildings are insured under Section 1 – Material Damage, we will indemnify you in respect of consequential loss for which you are responsible by theft or attempted theft but not consequential loss
   i) arising from any property other than buildings;
   ii) caused by any person lawfully on the premises; or
   iii) more specifically insured by you or on your behalf.
   The maximum amount we will pay under this extension is 25,000 GBP in any one period of insurance.

14. Subsidence, ground heave or landslip of any part of the site on which the property stands but not consequential loss
   i) to yards, carparks, roads, pavements, walls, gates and fences unless also affecting the structure of a building.
   ii) caused by
      a) normal settlement or bedding down of new structures.
      b) settlement or movement of made up ground.
      c) coastal or river erosion.
      d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
   iii) which originated before the inception of this cover.
   iv) resulting from
      a) demolition, construction, structural alteration or repair of any property; or
      b) groundwork or excavation at the same premises.

Special condition applicable to cover 14
a) You must notify us immediately you become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.

b) We shall then have the right to vary the terms or cancel this cover.
Section 2 – Business interruption

Extensions of cover

1. Action of competent authorities
   We will pay for loss resulting from interruption or interference with the business in consequence of action by the police or other competent local, civil or military authority following a danger or disturbance in the vicinity of the premises whereby access shall be prevented provided always that there will be no liability under this extension for loss resulting from interruption of the business during the first 12 hours of the indemnity period.
   We will not pay
   i) more than 1,000,000 GBP; or
   ii) for more than 3 months' maximum indemnity period under this extension.

2. Additions
   The insurance extends to include additional rent as a result of alterations, additions and improvements to buildings anywhere in the United Kingdom to the extent that they are not insured elsewhere subject to the following.
   a) Cover under this extension in any one situation is limited to the value of the anticipated amount of additional rent but not exceeding 10% of the sum insured on rent or 500,000 GBP whichever is the lesser.
   b) You must pay the appropriate additional premium from the date on which the items become your responsibility.

3. Alternative trading
   If during the indemnity period the business shall be conducted elsewhere than at the premises, the money paid or payable to you in respect of such other premises will be brought into account in arriving at the rent receivable during the indemnity period.

4. Anchor tenant
   If property in any part of the premises
   a) is damaged by any cover insured and, as a direct result, any agreements for leases are terminated or other loss of tenancy or delay in completion of the letting of other parts of the premises occurs solely in consequence; and
   b) there is an identifiable reduction in your business
   it will be deemed that an incident has occurred.
   We will not pay
   i) more than 1,000,000 GBP; or
   ii) for more than 3 months' maximum indemnity period under this extension.

5. Buildings awaiting sale
   If, at the time of the damage, you have contracted to sell your interest in the buildings or have accepted an offer in writing to purchase your interest in the buildings subject to contract and the sale is cancelled or delayed solely in consequence of the damage, provided that you have made all reasonable efforts to complete the sale of the buildings as soon as practicable after the damage, you may opt for the amount payable by us to be as follows.
   a) Loss of rent, being the actual amount of the reduction in the rent receivable by you solely in consequence of the damage, during the period before the date upon which, but for the damage, the buildings would have been sold.
   b) Loss of interest during the period commencing with the date upon which, but for the damage, the buildings would have been sold and ending with the actual date of sale or with the expiry of the indemnity period if earlier. Loss of interest will be
      i) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the business;
      ii) the investment interest lost to you on any balance of the sale proceeds (after deduction of any capital borrowed as provided under paragraph i) less any amount receivable in respect of rent.
   c) Additional expenditure, being
      i) the expenditure necessarily and reasonably incurred in consequence of the damage solely to avoid or minimise the loss payable under paragraphs a) or b) immediately above but not exceeding the amount of loss avoided by such expenditure; and
      ii) the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the damage but not exceeding either an amount equivalent to the expenditure incurred immediately before the damage or 50,000 GBP whichever is the lesser except
         1) the amount payable shall be adjusted to provide for any benefit derived by you from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by you.
         2) in the event of underinsurance the amount payable shall be adjusted in accordance with Special provision 4 below.
Section 2 – Business interruption

6. Contingency rent
Where there is provision in the lease agreed between the landlord and tenant of the buildings for an abatement of rent in the event of any loss as described below, or where the rent receivable by the landlord is reduced as a direct consequence of the turnover of the lessee’s business being reduced by any such loss, the insurance by the item on rent is extended to include the following.

A) Failure of utilities
Loss as insured caused by the failure of the supply of
i) electricity at the terminal ends of the service provider’s service feeders at the buildings;
ii) gas at the service provider’s meters at the buildings; or
iii) water at the service provider’s main stop cock serving the buildings
by any accidental cause other than the deliberate act of any service provider or by any such provider exercising its power to withhold or restrict supply or by drought.

B) Notifiable disease, vermin, defective sanitary arrangements, murder and suicide
Loss as insured caused by
i) the closure of or restrictions placed on the whole or part of the buildings by order of a competent public authority as a direct result of
   a) any occurrence of notifiable disease (as defined below) at the buildings or attributable to food or drink supplied from the buildings.
   b) any discovery of an organism at the buildings likely to result in the occurrence of a notifiable disease (as defined below) at the buildings.
ii) the discovery of vermin or pests at the buildings which causes restrictions on the use of the buildings on the order or advice of a competent public authority.
iii) any accident causing defects in the drains or other sanitary arrangements at the buildings which causes restrictions on the use of the buildings on the order or advice of a competent public authority.
iv) any occurrence of murder or suicide at the buildings.

Definition
Notifiable disease shall mean injury or illness sustained by any person resulting from
a) food or drink poisoning; or
b) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the competent public authority has stipulated shall be notified to them.

For the purpose of this clause the indemnity period shall commence
a) in the case of paragraphs i) and iv) above with the occurrence or discovery of the incident.
   b) in the case of paragraphs ii) and iii) above with the date from which the restrictions on the buildings are applied.
   c) the maximum indemnity period any one claim is restricted to 3 months.

We shall not be liable under this clause for
i) any costs incurred in the cleaning, repair, replacement recall or checking of property.
   ii) loss arising at buildings which are not directly subject to the occurrence or accident.
   iii) more than 250,000 GBP any one occurrence.

7. Cost of reletting
We will pay for the costs necessarily and reasonably incurred with our consent during the indemnity period in reletting the buildings (including legal fees in connection with the reletting) solely in consequence of the incident.

8. Increased cost of working
The insurance under this item is limited to increased cost of working and the amount payable as indemnity will be the increased expenditure reasonably incurred by you during the indemnity period in order to minimise any interruption of or interference with the business in consequence of the incident.
We will not be liable for
i) more than one third of the sum insured in respect of such additional expenditure arising in the first quarter of the maximum indemnity period following the date of the incident; or
ii) more than an equal proportion of the balance of the sum insured per month in respect of the additional expenditure in the remainder of the maximum indemnity period.

9. Legionellosis
We will pay for loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of any outbreak of legionellosis at the premises causing restrictions on their use on the order or advice of the competent local authority subject to the following.

a) Premises shall mean only those premises which are stated in the cover summary to be insured and which are directly affected by the incident.
Section 2 – Business interruption

b) **Indemnity period** shall mean the period during which the results of the business shall be affected in consequence of the occurrence or discovery, beginning with the date from which the restrictions on the premises are applied and ending not later than the maximum indemnity period thereafter.

We will not pay
i) for any costs incurred in cleaning, repair, replacement or checking of property except those costs and expenses necessarily incurred with our consent in cleaning and decontamination of the air-conditioning or water supply equipment at the premises, the use of which has been restricted on the order or advice of the competent local authority;
ii) more than 1,000,000 GBP at any one situation; or
iii) for more than 3 months' maximum indemnity period under this extension.

10. **Loss of attraction (leased premises)**
The insurance by the item on rent is extended to include loss as insured resulting solely from damage by any of the covers insured to buildings or other property at any location in the immediate vicinity of the premises in consequence of which the turnover of the lessee’s business is affected and rent receivable by you is reduced.

We shall not pay under this clause more than 5% of the sum Insured or 250,000 GBP whichever is the lesser any one occurrence.

11. **Loss of investment income on late payment of rent**
If, as a result of damage, we are paying indemnity in respect of loss of rent and the payment by us to you is made later than the date upon which you would normally have expected to receive the rent from a lessee, we will pay a further sum representing the investment interest lost to you during the delay period.

12. **Managing agents’ premises**
The insurance by each item on rent is extended to include loss as insured resulting solely from damage by any of the covers insured to buildings or other property at any location in the United Kingdom owned or occupied by your managing agents for the purposes of their business in consequence of which rent receivable by you is reduced.

13. **New business**
For the purpose of any claim arising from an incident occurring before the completion of the first year’s trading of the business at the premises, the term “standard rent receivable” shall be defined as follows.

**Standard rent receivable**
The proportional equivalent for a period equal to the indemnity period of the rent receivable realised during the period between the commencement of the business and the date of the incident, to which such adjustments shall be made as may be necessary to provide for the trend of the business for variations in or other circumstances affecting the business whether before or after the incident or which would have affected the business had the incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the incident would have been obtained during the relative period after the incident.

14. **Newly acquired premises**
The insurance extends to include any newly acquired premises anywhere in the United Kingdom to the extent that they are not insured elsewhere subject to the following.

a) You must advise us of all such additional property as soon as possible, arrange specific cover and pay the additional premium required under this policy.

b) Cover shall operate for a maximum of 30 days from the date you acquire an interest in the premises.

c) **We** will not pay more than 2,000,000 GBP in respect of buildings and rent in respect of any one premises.

d) Once the premium has been paid for the additional property, the provisions of this clause are reinstated.

15. **Notifiable diseases, murder and suicide**
We shall pay for loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of

a) any occurrence of a notifiable disease at the premises or attributable to food or drink supplied from the premises; or

b) the discovery of vermin or pests at the premises.

c) any accident causing defects in the drains or other sanitary arrangements at the premises which causes restrictions on the use of the premises on the order or advice of the competent local authority.

d) any occurrence or murder or suicide at the premises subject to the following.

a) **Notifiable disease** shall mean injury or illness sustained by any person resulting from

i) food or drink poisoning; or
Section 2 – Business interruption

ii) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the competent public authority has stipulated shall be notified to them.

b) Indemnity period shall mean the period during which the results of the business shall be affected in consequence of the occurrence, discovery or accident, beginning with the date from which the restrictions on the premises are applied (or in the case of paragraph d) above, with the date of the occurrence) and ending not later than the maximum indemnity period thereafter.

c) Premises shall mean only those premises which are stated in the cover summary to be insured and which are directly affected by the occurrence.

We will not pay for

i) any costs incurred in the cleaning, repair, replacement, recall or checking of property.
ii) any loss arising at premises not directly affected by the occurrence, discovery or accident.
iii) more than 1,000,000 GBP any one occurrence and in the aggregate during any one period of insurance; or
iv) for more than 3 months’ maximum indemnity period.

16. Payments on account
Payments on account will be made to you in respect of claims for loss of rent on the date upon which, but for the damage, the rent would have been due from the lessee.

17. Prevention of access
The insurance by each item on rent is extended to include loss as insured caused by prevention or hindrance of access to the buildings or prevention of use of the buildings in consequence of damage by any cover insured to property in the immediate vicinity of the buildings.

18. Professional accountants and legal fees clause
In respect of each item on rent if any of the buildings suffer damage, we will pay the reasonable charges payable by you and incurred with our consent to

a) your professional accountants for producing such information as may be required by us under the terms of Claims condition 2 applicable to property damage insurance and for reporting that such information is in accordance with your accounts.

b) your lawyers for determining your contractual rights under any rent cessor clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim.

19. Utilities
We will pay for loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of any damage as a result of the failure of the supply of electricity, gas or water at the terminal ends of the service feed to the premises but excluding any failure which

a) is for a period of less than 12 hours;

b) is occasioned by the exercise by the service provider of its right to withhold or restrict services including but not limited to industrial action; or

c) is as a result of the failure of any part of the insured installation at the premises.

20. Rent free periods
If at the date of the incident the premises are subject to a rent free concession under the terms of the lease the indemnity period will be adjusted by adding the unexpired portion of the rent free period to the maximum indemnity period.

21. Rent of residential property
In the event that buildings occupied solely or partly for residential purposes suffer damage and no sum insured on rent for the residential portions has been allocated, then this insurance extends to include loss of rent including the cost of reletting and any additional expenditure as detailed above.

For the purposes of the cover by this extension

a) indemnity period shall mean the maximum period of three years from the date of the damage for which we shall be liable to pay any loss.

b) Special provision 4 below is deleted.

This clause will also indemnify you in respect of any expenditure incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease.

We will not pay under this provision more than 25% of the sum insured applicable to the residential building or residential portion of the building concerned.
22. **Subrogation waiver**

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

a) any company standing in the relation of parent to subsidiary or subsidiary to parent to you as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the incident.

b) any company which is a subsidiary of a parent company of which you are yourself 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 incident.

c) any tenant, lessee or managing agent in respect of consequential loss applicable to the premises unless such consequential loss arises out of a criminal or malicious act of the tenant, lessee or managing agent.

23. **Unlawful occupation**

Loss as insured by this Section is extended to include loss resulting from interruption of or interference with the business in consequence of access to or use of the premises being hindered or prevented due to the premises or property in the vicinity of the premises or any rights of way being:

a) occupied by terrorists or persons thought to be terrorists;

b) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers; or

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

We shall not be liable for:

i) loss arising from any cause within your control.

ii) loss as a result of physical damage to property.

iii) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear.

iv) any incident involving prevention or hindrance of access to or use of the premises for less than 12 hours duration.

v) more than 10,000 GBP any one occurrence.

**Special provisions**

1. **Service charges**

Rent is deemed to include service charges unless otherwise stated in the cover summary.

2. **Savings**

If any charge or expense payable out of rent shall cease or reduce during the indemnity period in consequence of the damage, the sum saved shall be deducted from the amount otherwise payable under this insurance before the application of Special provision 4 below.

3. **Underinsurance (rent)**

If, at the time damage occurs, the total sum insured on rent is less than the Day one rental value, our liability for any loss shall be limited to that proportion of the amount otherwise payable which the sum insured bears to the Day one rental value.

Day one rental value shall mean the actual annual rent at the commencement of the period of insurance or, if the buildings are untenanted at that date, the actual annual rent at which the buildings were subsequently let (or the estimated annual rent at which they are expected to be let) in all cases proportionately increased where the indemnity period exceeds twelve months.

4. **Alternative accommodation - reduction of loss**

If, in consequence of the damage, you shall use other premises to provide accommodation to tenants, the rent received from those premises during the indemnity period shall be taken into account in assessing the loss of rent.
Section 2 – Business interruption

Appendix A – Rent receivable

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

Note 2
For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Additional definitions

Annual rent receivable
The rent receivable during the twelve months immediately before the date of the incident.

Standard rent receivable
The rent receivable during that period in the twelve months immediately before the date of the incident which corresponds with the indemnity period. We will adjust the figures as necessary to provide for trends or special circumstances affecting the business before or after the incident or which would have affected the business had the incident not occurred.

Claims - basis of settlement

The insurance by this item is limited to
1. loss of rent receivable;
2. cost of reletting; and
3. additional expenditure;
4. accelerated reinstatement expenditure
and the amount payable as indemnity shall be

a) in respect of loss of rent receivable, the amount by which the rent receivable during the indemnity period shall in consequence of the incident fall short of the standard rent receivable.

b) in respect of cost of reletting, the costs necessarily and reasonably incurred during the indemnity period in reletting the buildings (including legal fees in connection with the reletting) solely in consequence of the damage.

c) in respect of additional expenditure, the expenditure (other than that recoverable under cost of reletting) necessarily and reasonably incurred in consequence of the damage solely to avoid or minimise the loss of rent during the indemnity period but not exceeding the amount of the reduction avoided by such expenditure.

d) in respect of accelerated reinstatement expenditure, the further additional expenditure (other than that recoverable under cost of reletting or the additional expenditure) necessarily and reasonably incurred in consequence of the damage solely to avoid or minimise any loss of rent not recoverable by you under this or any other policy during the period of twelve months immediately after the expiry of the indemnity period but not exceeding the loss of rent thereby avoided during that period of twelve months by you.

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of rent receivable as may cease or be reduced in consequence of the incident.

However, if the sum insured by this item is less than the annual rent receivable (proportionately increased where the maximum indemnity period exceeds twelve months) the amount payable shall be proportionately reduced.

Our liability shall in no case exceed
1. in respect of paragraph a), 200% of the estimated rent receivable stated in the cover summary;
2. in respect of paragraphs b) – d), the sum insured stated in the cover summary for any one item; or
3. in respect of paragraphs a) – d) in the aggregate, 200% of the estimated rent receivable stated in the cover summary.

Memorandum

1. Return of premium
If the rent receivable earned (proportionately increased where the maximum indemnity period exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by your auditors is less than the sum insured, we will make a pro rata return of premium not exceeding 50% of the premium paid on such sum insured for such period of insurance. If any incident shall have occurred giving rise to a claim under this Section the return of premium shall be made in respect only of so much of the difference as is not due to the incident.
Section 2 – Business interruption

Appendix B – Loss of book debts

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

Note 2
For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Additional definitions

Book debts
The financial amounts due to you but not yet paid in respect of goods or services supplied by you to customers on a credit or hire purchase basis and for which they have accepted delivery.

Outstanding debit balances
Where there are monthly declarations, the total declared under the last statement adjusted for
a) bad debts;
b) amounts debited (or invoiced but not debited) and credited to customer accounts in the period between the date to which the statement applied and the date of damage; and

OR

any abnormal trade condition which had or could have a material effect on the business

A reasonable estimate of the total outstanding debts at the date of the damage after adjustment for bad debts and as agreed between you and us provided that this estimate does not exceed 75% of the sum insured as set out in the cover summary. We will not pay more than 25,000 GBP any one claim unless otherwise stated in the cover summary.

Claims - basis of settlement

The insurance by this item is limited to the loss not exceeding the sum insured sustained by you in respect of
1. loss of book debts; and
2. additional expenditure

and the amount payable as indemnity shall be

a) in respect of loss of book debts, the amount of total outstanding debit balances less the total of amounts of outstanding debit balances traced or received.

b) in respect of additional expenditure, the amount necessarily and reasonably incurred solely in consequence of the incident in order to trace and establish the amount of customer debit balances, but the amount payable under this heading shall not exceed the additional amount that would have been payable under paragraph 1. above for loss of book debts if no such increase in additional expenditure had been incurred.

Memoranda

1. Professional accountants
   We will pay professional accountants charges you reasonably incur for producing and certifying any particulars, details, information or evidence that we may require under the terms of the claims conditions, provided that the amount payable under this memorandum together with the amount otherwise payable under this Section does not exceed the sum insured.

2. Declaration
   Within 30 days of the end of each calendar month, you will advise us in writing of the total amount of outstanding debit balances as shown in your accounts. If you do not advise us, we shall take the maximum sum insured as the total amount declared.

   At the end of each period of insurance the actual premium shall be calculated on the average amount insured, i.e. the total of the amounts declared divided by the number of declarations. If the actual premium is greater than the first or annual premium paid, you shall pay us the difference. If it is less, we will refund the difference to you but only up to one half of the first or annual premium paid.

3. Automatic reinstatement
   We will not reduce the sum insured by the amount of any loss as long as you pay the extra premium on the amount of the loss from the date it occurred to the date of the expiry of the period of insurance.

Special condition

It is a condition precedent to our liability that your books of account and other business books or records in which you record customer accounts are kept in fire resisting safes or cabinets when not in use.
Section 3 – Property owners’ liability

Definitions
The following words will have the same meaning wherever they appear in this Section of the policy or in the cover summary relating to this Section. To help identify these words they will appear in bold in the Section wording.

Business
The business carried on in the United Kingdom including the following activities
a) use, repair, maintenance and decoration of premises owned or occupied by you or for which you are responsible;
b) repair or maintenance of vehicles or plant owned or used by you or for which you are responsible;
c) the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any employee and first aid, fire, security and ambulance services;
d) participation in exhibitions held in the United Kingdom in connection with the business specified in the cover summary; and

e) private work undertaken for you by any employee or for any director or employee with your prior consent.

Costs and expenses
a) Claimants costs and expenses arising in respect of any claim against you which may be the subject of indemnity under this policy.
b) All cost and expenses incurred by you with our written consent in respect of any claim against you which may be the subject of indemnity under this policy.

Bodily injury
Death, injury, illness, disease or nervous shock.

Property
Property which is both material and tangible.

Offshore
From the time of embarkation by an employee onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that employee from a conveyance on to land upon return from an offshore rig or offshore platform.

United Kingdom
England, Scotland, Wales, Northern Ireland (being the United Kingdom) the Channel Islands and the Isle of Man.

You/your
a) The person(s) appointed to act in the capacity of practitioner(s) in relation to any person, company or property as shown on the cover summary.
b) Any person or company shown in the cover summary as Case.
c) Any associated or subsidiary company of the insured provided it has been notified to us.
d) At your request
i) any director or employee while they are acting on behalf of or in course of their employment or engagement with you in respect of liability for which you would have been entitled to indemnity under this policy if the claim against any such person had been made against you.
ii) any officer, member or employee of your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such.
iii) any of your directors, partners or senior officials in respect of private work carried out by any employee for them with your consent.
iv) any principal for legal liability in respect of which you would have been entitled to indemnity under this policy if the claim had been made against you arising out of work carried out by you under a contract or agreement.
v) your personal representatives (in the event of your death) in respect of liability incurred by you, provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this policy so far as they can apply and in any event our liability shall not exceed the limit of indemnity.

Insuring clause
We will indemnify you under this section of the policy against
1. all sums which you shall become legally liable to pay as damages; and
2. costs and expenses

in the event of
a) accidental bodily injury to any person other than any employee;
b) accidental damage to property;
c) accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water; or
d) wrongful arrest or false imprisonment occurring during the period of insurance and arising out of your business in the United Kingdom.
Section 3 – Property owners’ liability

Limit of indemnity
1. **Our** liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the **cover summary** irrespective of the number of claims or claimants.

2. **Costs and expenses** are payable in addition to the limit of indemnity detailed in the **cover summary**.

Extensions of cover

These extensions are subject to all other terms of this policy so far as they can apply unless otherwise stated.

1. **Additional benefit**
   *We* will pay costs incurred with *our* consent for
   a) representation at any coroner’s inquest or fatal injury inquiry in respect of any death; or
   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.

2. **Compensation for court attendance**
   In the event of any of *your* directors, partners or *employees* attending court as a witness at *our* request in connection with a claim in respect of which *you* are entitled to indemnity under this policy, *we* will provide compensation at the following rates for each day on which attendance is required.
   a) Any director or partner 250 GBP per day
   b) Any employee 150 GBP per day

3. **Consumer Protection Act and Food Safety Act**
   *We* will provide indemnity to *you* and any of *your* directors, partners or *employees* up to the limit of indemnity in respect of
   a) costs of prosecution awarded against *you* and any of *your* directors, partners or *employees*; and
   b) legal fees and expenses incurred with *our* consent in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990 as long as the proceedings relate to an offence committed or alleged to have been committed during the **period of insurance** and in the course of the **business**.

   The indemnity will not apply
   i) to fines or penalties of any kind;
   ii) where indemnity is provided by any other insurance; or
   iii) in respect or proceedings consequent upon any deliberate act or omission.

4. **Contingent liability (non-owned vehicles)**
   *We* will indemnify *you* in respect of legal liability for **bodily injury** and loss of or damage to **property** arising out of the use of any motor vehicle, which is not your **property** or leased or hired to *you* and is not provided by *you*, being used in connection with the **business**.

   This indemnity does not apply in respect of
   i) loss of or damage to such vehicle;
   ii) **bodily injury** or **damage** to **property** while such vehicle is being driven by *you*;
   iii) liability arising from circumstances in which it is compulsory for *you* to insure or provide security in respect of such vehicle as a requirement of relevant Road Traffic Act legislation; or
   iv) a vehicle being used outside the **United Kingdom**.

   For the purposes of this extension the definition of “*you*” is restricted to paragraphs a), b) and c) only.

5. **Contractual liability**
   Not withstanding General exclusion 3, *we* will indemnify *you* under this extension against liability in respect of **bodily injury** or **damage** to **property** assumed by *you* to the extent that any contract or agreement entered into by *you* with any principal so requires, provided that
   a) the liability arises out of the performance by *you* of such contract or agreement;
   b) the conduct and control of claims is vested in *us*;
   c) nothing in this extension shall increase *our* liability to pay any amount in excess of the limit of indemnity under this Section.

   For the purpose of this extension, “principal” means the other party to a contract or agreement for whom *you* are undertaking work or services or providing products, where such party is responsible for setting out the terms of the contract or agreement.

6. **Corporate manslaughter**
   *We* will pay for legal costs and expenses incurred with *our* 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
Section 3 – Property owners’ liability

homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the business.

The following conditions apply.

a) Our liability under this extension shall not exceed 5,000,000 GBP in any one period of insurance or the limit of indemnity stated in the cover summary whichever is the lesser. This limit will form part of and not be in addition to the limit of indemnity stated in the cover summary.

b) This extension shall apply only to proceedings brought in the United Kingdom only.

c) We must consent in writing to the appointment of any solicitor or Counsel who are to act for and on your behalf.

d) You shall give us immediate notice of any summons or other process served upon you which may give rise to proceedings under this extension.

e) In respect of any appeal, Counsel must have advised that there are strong prospects of such an appeal succeeding.

f) We shall be not be liable
   i) where you have 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
       a) the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made under them;
       b) the Food Safety Act 1990 or any regulations made under them; or
       c) the Consumer Protection Act 1987 or any regulations made under them.
   iv) where indemnity for defence costs is available from any other source, 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 we have already indemnified you 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 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 our liability payable under this extension.

7. Cross liabilities
If the policyholder comprises more than one party, we will treat each party as though a separate policy had been issued to each of them. However, nothing in this extension shall increase our liability to pay any amount in excess of the limit of indemnity under this section.

8. Data Protection legislation
We will provide an indemnity to you and, at your request, any of your directors, partners or employees against legal liability to pay damages and costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998.

However this extension shall not apply in respect of
   i) the payments of fines or penalties;
   ii) the costs of replacing, reinstating, rectifying or erasing any personal data;
   iii) liability arising from or caused by a deliberate act or omission of any person eligible for an indemnity by this extension if the result thereof could reasonably have been expected by you or any other person having regard to the nature and circumstances of such act or omission;
   iv) claims which arise out of circumstances notified to previous insurers and known to you at inception of this extension; or
   v) liability where indemnity is provided by any other insurance.

9. Defective premises
We will indemnify you against liability in respect of bodily injury or damage to property arising in respect of any premises disposed of by you. This indemnity does not apply to any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.

10. Discharge of liability
We may at any time pay to you or on your behalf
   a) the maximum sum payable under this policy in respect of any one occurrence;
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b) the balance of the maximum sum should any payments have already been made in respect of claims arising out of the same occurrence; or
c) the balance of the maximum sum payable in any one period of insurance if this is less than either of the amounts specified in paragraphs a) and b) by reason of any payments made in connection with any previous claims together with the amount of any legal costs incurred before the time of such payment and our liability for any further payment whatsoever arising out of or in connection with such occurrences shall be fully discharged and at an end.

If the sum payable in respect of any claim or claims occurring in connection with or arising out of any one source or original cause exceeds the sum payable under this policy, you shall pay
a) the excess; and
b) such proportion of the law costs payable to any claimants or incurred in the defence of any claim or claims in respect of such occurrence as such excess bears to the total sum payable in respect of such occurrences.

11. Environmental statutory clean up costs

We will pay for all sums including statutory debts that you are legally liable to pay in respect of remediation or clean up costs arising from environmental damage caused by pollution where such liability arises under an environmental Directive, Statute or Statutory Instrument.

The following conditions apply.
a) Liability must arise from pollution 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 which arises out of one incident will be deemed to have occurred at the same time such incident takes place.
b) Our liability will not exceed 1,000,000 GBP for any one occurrence and in the aggregate in any one period of insurance and will be the maximum we will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of liability stated in the cover summary.
c) We will not be liable
i) in respect of remediation or clean up costs for damage to your land, premises, watercourses or bodies of water whether owned, leased, hired, tenanted or otherwise in your care, custody or control;
ii) in respect of primary, complementary or compensatory remediation costs for damage to your land, premises, watercourses or bodies of water whether owned, leased, hired, tenanted or otherwise in your care, custody or control;
iii) in respect of removal of any risk of an adverse effect on human health on your land, premises, watercourses or bodies of water whether owned, leased, hired tenanted or otherwise in your care, custody or control;
iv) 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;
v) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being pollution caused by a sudden, identifiable, unintended and unexpected incident.
vi) in respect of costs for the reinstatement or reintroduction of flora or fauna; or
vii) in respect of fines or penalties of any kind.

For the purposes of this extension the following definitions will apply.

Clean up
a) Testing for or monitoring of pollution.
b) Cleaning up, removing, containing, treating, detoxifying or neutralising pollution.

Remediation
Remedying the effects of pollution.

12. Indemnity to directors and employees

In the event of any claim in respect of which you would be entitled to receive indemnity under this policy being brought or made against
a) any of your directors or employees; or
b) any officer, member or employee of your social, sports or welfare organisations, first aid, fire or ambulance services
we will indemnify them if you request it against any claim and any costs, charges and expenses subject to the following conditions.
a) The person must not be entitled to indemnity under any other insurance.
b) The person must observe, fulfil and be subject to the terms, limitations and conditions of this policy as though he were you.
c) We shall not be liable under this extension unless we have the sole conduct and control of all claims.
d) Our total liability under this extension to pay compensation shall not exceed the limit of indemnity.
13. **Indemnity to principal**
   In the event of any claim in respect of which you would be entitled to receive indemnity under this policy being brought or made against any public or local authority or other principal, we will indemnify them against such claim and its costs, charges and expenses provided always that we shall not be liable under this extension unless we have the sole conduct and control of all claims.

14. **Leased premises**
   We will indemnify you against liability for damage to premises or their fixtures or fittings which are leased to you. This indemnity does not apply in respect of liability for:
   - i) damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such an agreement; or
   - ii) the first 250 GBP of such damage.

15. **Legal costs**
   In addition to the indemnity provided by this Section, we will indemnify you in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with our consent.

16. **Legal expenses arising from Health and Safety legislation**
   In the event of:
   - a) any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 or similar legislation in the United Kingdom; or
   - b) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975,
   we will provide indemnity up to the limit of indemnity against legal fees and expenses incurred in representing you in such proceedings, including appeals against the results of such proceedings, as long as the proceedings relate to an act, omission, incident or alleged act, omission or incident which has been committed during the period of insurance within the United Kingdom and in the course of the business.
   This indemnity will not apply:
   - i) in respect of fines or penalties of any kind;
   - ii) to proceedings consequent upon any deliberate act or omission on your part;
   - iii) where you have effected a legal expenses insurance policy; or
   - iv) to persons other than you or any of your directors, partners, proprietors or employees.

17. **Legionellosis**
   We will provide indemnity to you:
   - a) against legal liability for damages and costs and expenses in respect of bodily injury caused by legionellosis arising out of the business and for which:
     - i) a claim first made in writing to you during the period of insurance or
     - ii) the first notification of any circumstance which:
       - a) has caused or is alleged to have caused bodily injury; or
       - b) can be reasonably expected to give rise to a claim under this policy is made to us during or within thirty days after expiry of the period of insurance.
   - b) in respect of:
     - i) costs of legal representation
       - a) at any coroner’s inquest or inquiry in respect of any death;
       - b) at proceedings in any court arising out of any alleged breach of statutory duty resulting in any bodily injury specified above; and
     - ii) all other costs and expenses in relation to any matter which may form the subject of indemnity under this extension incurred with our written consent.
   Provided that the total amount payable by this extension shall not exceed the limit of indemnity stated in the cover summary.

18. **Libel and slander**
   We will indemnify you in respect of legal liability to pay compensation and costs and expenses in respect of claims made against you during the period of insurance arising from any act of libel or slander committed or uttered in good faith by you during the period of insurance in the course of the business.
   This extension is subject to the following:
   - a) The indemnity granted by this extension shall apply solely to your in-house and trade publications; and
   - b) our liability under this extension shall not exceed 250,000 GBP in any one period of insurance.

19. **Personal liability overseas**
   This policy applies to the personal liability of any of your directors or employees or any member of their family whilst accompanying them during temporary visits anywhere in the world in connection with your business.
   This extension does not apply to
Section 3 – Property owners’ liability

i) legal liability arising directly or indirectly from
   a) any agreement or contract unless liability would have existed otherwise;
   b) the ownership or occupation of land or buildings;
   c) the carrying on of any trade or profession; or
   d) the ownership, possession or use of fire arms (other than sporting guns), mechanically
      propelled vehicles, craft designed to travel through air or space, hovercraft, watercraft
      or animals of a dangerous species.

ii) damage to property owned or held in trust by any of your directors, employees or any members
    of their family.

iii) liability more specifically insured under any other insurance.

iv) legal liability for accidental death or personal injury to any of your directors, employees or
    members of their family.

This extension is subject to the following.

a) Any person indemnified under this extension shall observe, fulfil and be subject to the terms,
   limitations and conditions of this policy as if they were you.

b) We shall not be liable under this extension unless we have the sole conduct and control of all
   claims.

c) Our total liability under this extension to pay compensation will not exceed the limit of
   liability.

20. Personal representatives
    In the event of your death, the indemnity provided by this policy will apply to your personal
    representatives in respect of liability incurred by you, provided always that such personal
    representatives shall observe, fulfil and be subject to the terms, limitations and conditions of
    this policy as though they were you.

21. Terrorism
    We will indemnify you in respect of legal liability to pay compensation and costs and
    expenses in respect of claims made against you during any one period of insurance
    arising directly or indirectly from terrorism up to an amount of 5,000,000 GBP or the
    limit of indemnity as stated in the cover summary whichever is the lower.

For the purpose of this extension, terrorism means any act

a) involving serious violence against a person;

b) involving serious damage to property;

c) endangering a person’s life other than that of the person committing the act;

d) creating a serious risk to health and safety of the public or a Section of the public;

e) designed seriously to interfere with or seriously to disrupt an electronic system
   the use or threat of which is made for the purpose of advancing a political, religious or
   ideological cause and to influence any government de jure or de facto or to intimidate the
   public or a section of the public.

Clauses

1. Use of heat
    It is a condition precedent to our liability under this Section that the following precautions
    are complied with on each occasion that the use or application of heat as defined below takes place
    elsewhere than on your own premises.

   a) Application of heat by means of electric oxyacetylene or other welding or cutting equipment
      or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.

   i) The area in the immediate vicinity of the work (including in the case of work carried out on
      one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all
      loose combustible material; other combustible material must be covered by sand or over-
      lapping sheets or screens of non-combustible material.

   ii) At least 2 adequate and appropriate portable fire extinguishers in proper working order
       must be kept in the immediate area of the work and used immediately smoke or smouldering
       or flames are detected.

   iii) A fire safety check of the working area must be made approximately 60 minutes after the
       completion of each period of work and immediate steps taken to extinguish any smouldering
       or flames discovered.

   iv) Blow lamps and blow torches must be filled in the open and must not be lit until immediately
       before use and must be extinguished immediately after use.

   v) A person must be appointed by you to act as an observer to watch for signs of smoke or
      smouldering or flames.

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

   b) Use of asphalt, bitumen, tar, pitch or lead heaters

   The heating must be carried out in the open in a vessel designed for the purpose and if carried out on
   a roof the vessel must be placed on a non-combustible heat insulating base.
Exclusions

We will not indemnify you under this Section against liability

1. for damage to property belonging to you or in the custody or control of you or any employee other than
   a) property including motor vehicles belonging to an employee or visitor;
   b) any premises or their contents which are temporarily occupied by you for the purpose of carrying out
      work in or to such premises.

2. arising from the ownership, possession or use under the control of you or any employee of any mechanically
   propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act
   legislation.

3. arising out of the ownership, possession or use by you or on your behalf of any aircraft or other aerial devices,
   hovercraft, offshore installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inland
   waterways).

4. arising from any products after they have ceased to be in your custody or control other than food or drink for
   consumption on your premises.

5. caused by or arising out of the deliberate, conscious or intentional disregard of your obligation to take all reasonable
   steps to prevent bodily injury or damage to property.

6. caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties unless such
   liability would have attached in the absence of such clauses or warranties.

7. caused by or arising out of pollution.
   But we will indemnify you against liability in respect of accidental bodily injury or accidental damage to property
   caused solely by pollution which results from a sudden, identifiable, unintended and unexpected incident and such
   incident takes place in its entirety at a specific and identified time and place during the period of insurance
   provided that
   a) all pollution which arises out of any one incident shall be deemed to have occurred at the time such
      incident takes place;
   b) nothing in these provisos shall increase our liability to pay damages, costs, fees and expenses in
      excess of the limit of indemnity in the cover summary in the aggregate in respect of any one period
      of insurance.
Definitions
The following words will have the same meaning wherever they appear in this Section of the policy or in the cover summary relating to this Section. To help identify these words they will appear in **bold** in the Section wording.

**Business**
The business stated in the cover summary and carried on in the United Kingdom including the following activities.

a) Ownership, use, repair, maintenance and decoration of premises occupied by **you**.

b) Repair or maintenance of vehicles or plant owned or used by **you**.

c) The provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **employee** and first aid, fire, security and ambulance services.

d) Private work undertaken for **you** by any **employee** or for any director or **employee** with your prior consent.

**Costs and expenses**

a) Claimants costs and expenses arising in respect of any claim against **you** which may be the subject of indemnity under this policy.

b) All cost and expenses incurred by **you** with our written consent in respect of any claim against **you** which may be the subject of indemnity under this Section.

**Bodily injury**
Death, injury, illness, disease or nervous shock.

**Offshore**
From the time of embarkation by an **employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that **employee** from a conveyance on to land upon return from an offshore rig or offshore platform.

**United Kingdom**
England, Scotland, Wales, Northern Ireland (being the United Kingdom), the Channel Islands and the Isle of Man.

**You/your**

a) The person(s) appointed to act in the capacity of practitioner(s) in relation to any person, company or property as shown on the cover summary.

b) Any person or company shown in the cover summary as Case.

c) Any of your associated or subsidiary companies provided they have been notified to us.

d) At your request

i) any director or **employee** while acting on behalf of or in course of their employment or engagement with you in respect of liability for which you would have been entitled to indemnity under this policy if the claim against any such person had been made against you.

ii) any officer, member or **employee** of your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such.

iii) any of your directors, partners or senior officials in respect of private work carried out by any **employee** for them with your consent.

iv) any principal for legal liability in respect of which you would have been entitled to indemnity under this policy if the claim had been made against you arising out of work carried out by you under a contract or agreement.

v) your personal representatives (in the event of your death) in respect of liability incurred by you provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this policy so far as they can apply and in any event our liability shall not exceed the limit of indemnity.

**Insuring clause**
We will indemnify **you** against

1. all sums which **you** shall become legally liable to pay as damages; and

2. **costs and expenses**

in the event of **bodily injury** sustained by any **employee** which arises out of and in the course of their employment by **you** in the **business** and which is caused

a) in the United Kingdom.

b) elsewhere in the world in respect of temporary manual visits by any **employee** provided that such **employee** is normally resident in the United Kingdom.

**Limit of indemnity**

1. The amount specified in the cover summary.

Our liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity.

The limit of indemnity shall be the maximum amount payable including **costs and expenses**.
Section 4 – Employers’ liability

2. Notwithstanding anything contained in paragraph 1. above, our liability under this Section for damages and costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of terrorism shall not exceed 5,000,000 GBP.

3. Notwithstanding anything contained in paragraph 1. above, our liability under this Section for damages and costs and expenses payable in respect of any one claim arising out of any one event or events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos shall not exceed 5,000,000 GBP.

Employers’ liability compulsory insurance

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in the United Kingdom relating to compulsory insurance of liability to employees.

If, however, we pay any sum which would not have been paid but for the provisions of such law then you shall repay such sum to us.

Extensions

These extensions are subject to all other terms of this policy so far as they can apply unless otherwise stated.

1. Compensation for court attendance

In the event of any of your directors, partners or employees attending court as a witness at our request in connection with a claim in respect of which you are entitled to indemnity under this policy, we will provide compensation at the following rates for each day on which attendance is required.

   a) Any director or partner 250 GBP per day
   b) Any employee 100 GBP per day

2. Contractual liability

Not withstanding General exclusion 3, we will indemnify you under this Section against liability in respect of bodily injury assumed by you to the extent that any contract or agreement entered into by you with any principal so requires provided that

   a) the liability arises out of the performance by you of such contract or agreement;
   b) the conduct and control of claims is vested in us;
   c) the indemnity granted shall apply only in respect of liability to any employee;
   d) nothing in this extension shall increase our liability to pay any amount in excess of the limit of indemnity under this Section.

For the purpose of this extension, “principal” means the other party to a contract or agreement for whom you are undertaking work or services where such party is responsible for setting out the terms of the contract or agreement.

3. Corporate manslaughter

We will pay for legal costs and expenses incurred with our 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 Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the business.

The following conditions apply.

   a) Our liability under this extension shall not exceed 5,000,000 GBP in any one period of insurance or the limit of indemnity stated in the cover summary whichever is the lesser. This limit will form part of and not be in addition to the limit of indemnity stated in the cover summary.
   b) This extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
   c) We must consent in writing to the appointment of any solicitor or counsel who are to act for and on your behalf.
   d) You shall give us immediate notice of any summons or other process served upon you which may give rise to proceedings under this extension.
   e) In respect of any appeal, Counsel must have advised that there are strong prospects of such an appeal succeeding.
Section 4 – Employers’ liability

f) **We shall be not be liable**
   i) where you have 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
      a. the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made under them;
      b. the Food Safety Act 1990 or any regulations made under them; or
      c. the Consumer Protection Act 1987 or any regulations made under them; or
   iv) where indemnity for defence costs is available from any other source, 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 we have already indemnified you 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 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 our liability payable under this extension.

4. **Cross liabilities**
   If the policyholder comprises more than one party, we will treat each party as though a separate policy had been issued to each of them.
   However, nothing in this extension shall increase our liability to pay any amount in excess of the limit of indemnity under this Section.

5. **Indemnity to principal**
   In the event of any claim in respect of which you would be entitled to receive indemnity under this policy being brought or made against any public or local authority or other principal, we will indemnify them against such claim and its costs, charges and expenses provided always that we shall not be liable under this extension unless we have the sole conduct and control of all claims.

6. **Injury to partner or proprietor**
   In respect of bodily injury to any partner or proprietor named in the cover summary as the policyholder, we will deem them to fall within the definition of employee subject to the following conditions.
   a) Bodily injury arises out of and in the course of your business;
   b) Bodily injury is caused by another partner or employee working for you in connection with your business; and
   c) the partner or the proprietor has a valid right of action against the party responsible for bodily injury.

7. **Legal expenses arising from Health and Safety legislation**
   In the event of
   a) any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 or similar legislation in the United Kingdom; or
   b) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975
   we will provide indemnity up to the limit of indemnity against legal fees and expenses incurred in representing you in such proceedings, including appeals against the results of such proceedings, as long as the proceedings relate to an act, omission, incident or alleged act, omission or incident which has been committed during the period of insurance within the United Kingdom and in the course of the business.
   This indemnity will not apply
   i) in respect of fines or penalties of any kind;
   ii) to proceedings consequent upon any deliberate act or omission on your part;
   iii) where you have effected a legal expenses insurance policy; or
   iv) to persons other than you or any of your directors, partners, proprietors or employees.

8. **Solicitors’ fees**
   We will pay solicitors’ fees incurred with our consent for
   a) representation at any coroners’ inquest or fatal injury inquiry in respect of any death; and
   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.
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9. Unsatisfied court judgements
In the event that
a) a judgement for damages is obtained against any company or individual operating from premises within the United Kingdom by any employee in respect of bodily injury caused during any period of insurance arising out of and in the course of their employment by you in the business and
b) it remains unsatisfied in whole or in part six months after the date of such judgement
we will indemnify the employee or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied as long as
i) there is no appeal outstanding;
ii) any payment made by us shall only be in respect of bodily injury which would otherwise be within the scope of cover of this Section of the policy;
iii) any payment made by us shall only be in respect of liability for which you would have been entitled to indemnity under this Section of the policy if the judgement had been made against you; and
iv) we shall be entitled to take over and prosecute for our own benefit any claim against any other party and you, the employee or their personal representatives shall give all information and assistance required.

Exclusions

1. We will not indemnify you under this Section against liability for bodily injury to an employee in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.

2. We will not indemnify you under this Section against liability arising offshore.
## Loss Recovery Insurance

### Schedule:

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<th>Name of Insured:</th>
<th>Lorega Policy Number:</th>
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### Underlying Insurance Policies Covered

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<tr>
<th>Insurer:</th>
<th>Type of Cover:</th>
<th>Date of Expiry:</th>
<th>Insurer's Policy Number:</th>
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<tr>
<th>Your Insurance Broker:</th>
<th>Telephone:</th>
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### 1. Introduction

Commercial Loss Recovery Insurance provides and pays for the Services of an independent, Expert Loss Adjuster to help you in the preparation, negotiation and settlement of your insurance claims, subject to the conditions and exclusions of this insurance and the payment of the premium, in respect of claims occurring during the Period of insurance.

This document, the Key Facts and any endorsement(s), attached form your policy and represent the full terms and conditions.

This document sets out the conditions of the policy between you and us. It should be kept in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **You** check that the sections you have requested are included in the schedule;
- **You** check that the information you have given us is accurate – see the “Information you have given us section”;
- **You** comply with your duties under each section and under the insurance as a whole.

In the event of a **Claim** please contact your insurance broker, the details of which can be found in the schedule.

### 2. Definitions

The following words shall have the same meaning wherever they appear in this Certificate.

- **"Award"**
  - The amount paid to you in settlement of a claim negotitated by the Expert Loss Adjuster.
- **"Claim"**
  - A claim notified by you to your Insurer in respect of an insured event.
- **"Expert Loss Adjuster"**
  - The person or organisation appointed by the Scheme Administrator to handle an Insured’s claim.
- **"Insured Event"**
  - An event covered by Your Commercial Property and Business Interruption Policy(ies).
- **"Loss Recovery Insurance"**
  - Payment of fees charged for the Services performed by an Expert Loss Adjuster.
- **"Period of insurance"**
  - The period as set out above.
- **"Scheme Administrator"**
  - "Lorega", Lorega Limited, 36 Leadenhall Street, London, EC3A 1AT.
- **"Subrogation"**
  - The assignment of rights of recovery to us for a loss to the extent that payment is made by us.
- **"Underwriters/We/Us"**
  - Loss Recovery Insurance policies are fully underwritten by certain Underwriters at Lloyd’s.
- **"Insured/You/Your"**
  - The Company or the Person(s) named in the schedule as the Insured.
3. Complaints
Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact your Insurance Broker, the details of which can be found in the schedule herein.

Should your complaint be about Lorega and the service provided by Lorega please contact Lorega in writing at: 36 Leadenhall Street, London, EC3A 1AT or by telephone on: 0207 767 3070.

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to: The Complaints Team, Lloyd’s Market Services, One Lime Street, London, EC3M 7HA. Tel: 0207 327 5693 Fax: 0207 327 5225 Email: Complaints@Lloyds.com

Details of Lloyd’s complaints procedures are set out in a leaflet “Your Complaint – How We Can Help” available at www.lloyds.com/complaints and are also available from the above address.

Complaints which cannot be resolved may be referred to the Financial Ombudsman Service. The contact details are: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR Tel: 0800 023 4567 or 0300 123 9123 Email: complaint.info@financial-ombudsman.org.uk

Your legal rights are not affected by these complaints procedures.

4. Claims
In the event of a claim please contact Your Insurance Broker, the details of which can be found in the schedule herein, within 30 days of an occurrence.

In respect of any claim referred by you directly to the Scheme Administrator the Scheme Administrator acts as agent for the Underwriter and not you.

5. Information you have given us
You must take reasonable care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this policy as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your policy and any claim. For example, we may:

- treat this policy as if it had never existed and refuse all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered;
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness;
- charge you more for your policy;
- cancel your policy in accordance with Section 7 below.

We or your insurance broker will write to you if we:

- intend to treat this policy as if it never existed; or
- need to amend the terms of your policy; or
- require you to pay more for your insurance.

If you become aware that information you have given us is inaccurate, you must inform your broker immediately.

6. Fraudulent Claims
If you knowingly make a fraudulent claim under this policy:

a) We will refuse to pay the claim;
b) We will recover any sums that we have already paid in respect of the claim;
c) We may treat the policy as having been terminated with effect from the time of the fraudulent act.

If we treat the policy as having been terminated:

a) We may refuse all liability to you under the policy in respect of a relevant event occurring after the time of the fraudulent act, and;
b) We may not return any of the premium paid under the policy.

Treating the policy as having been terminated under this section does not affect the rights and obligations of the parties to the policy with respect to a claim occurring before the time of the fraudulent act.
7. Cancellation
Within the cooling-off period
You are entitled to cancel this policy by writing to your broker within fourteen (14) days of either:
• the date you receive this policy; or
• the start of the period of insurance whichever is the later.

If you exercise this right after cover commences, you will be entitled to a refund, less the amount charged (on a pro-rata basis) for the period you were covered.

Outside of the cooling-off period
You can cancel this policy at any time by writing to your broker. Any return premium due to you will depend on how long this policy has been in force and whether you have made a claim.

We may cancel this Insurance Policy by giving you thirty (30) days’ notice in writing sent to your last known address. We will only do this for a valid reason including but not limited to:

a) Non-payment of premium;

b) A change in risk occurring which means that we can no longer provide you with insurance cover;

c) Non-cooperation or failure to supply any information or documentation we request;

d) Threatening or abusive behaviour or the use of threatening or abusive language

8. Financial Services Compensation Scheme
Lloyd’s insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd’s insurer is unable to meet its obligations to you under this policy. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

9. Data Protection
You should understand that any information you have provided will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

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

11. Sanctions
We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation. LMA5213

12. Law and Jurisdiction
Unless specifically agreed to the contrary this policy shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

13. The Cover
The following services are provided:

a) Access to telephone assistance through the allocated claims line.

b) Personal attendance by the Expert Loss Adjuster as soon as practicable after the loss, to ascertain the extent of the loss or damage and to liaise with your own insurer or your representatives in all matters concerning the loss.

c) The Expert Loss Adjuster will prepare itemized schedules of valuations of all fixtures, fittings, plant, machinery and stock, either damaged or destroyed for submission to Insurers, having regards to the terms and conditions of the relevant policy. However, if required, expert independent valuations or opinions will be obtained at your own expense.

d) In the event of damage to buildings, arranging as necessary for the examination of the building by engineers, surveyors, architects, builders or decorators and the liaison with them to assess the amount of the claim. However, any fees charged by such persons are not part of the Loss Recovery Insurance and must be paid by you should the cost of such fees not be recoverable from your other policies.

e) Working with your own accountants and auditors, the Expert Loss Adjuster will prepare Schedules of Increased Costs incurred and formulate the total loss of trading profits sustained by you.

f) Negotiating interim payments of the award(s) when the Expert Loss Adjuster deems it advisable having regard to the claim and the terms and conditions of the relevant policy (ies).

g) Negotiating the best practicable settlement within the limitations of the relevant policy(ies).

h) Expediting the claim(s) with a view to reaching the earliest possible settlement with your own insurers.
14 Conditions Precedent
There are conditions contained within this Certificate that are a condition precedent to our liability. If you breach any of these conditions precedent this may render your claim null and void or reduce the amount payable or we may treat this insurance as though it never existed.

It is a condition precedent to our liability that:-

a) You shall have paid a premium current at the date of the loss giving rise to the claim.
b) You shall have notified your insurance broker within thirty days of the occurrence of the loss giving rise to the claim.
c) You shall have refrained from lodging an itemised claim with the Insurer(s) prior to obtaining the Brokers approval.
d) You are covered by an underlying commercial policy of insurance, which is valid and enforceable at the time of the loss.

15. Subrogation
Although you may, before a loss, have waived in writing all rights of recovery against any person, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. If an assignment is sought, you must sign and deliver all related papers and co-operate with us.

16. Exclusions
The cover under this Certificate applies to all claims made by you against your underlying commercial policy(ies), for which the underlying Insurer(s) have accepted liability, but subject to the following exclusions:

a) subsidence, landslip or heave;
b) personal property or injury, product, public or employer liability claims;
c) motor, aviation and marine claims;
d) claims less than GBP10,000 or the policy excess, whichever is selected or any uninsured losses;
e) losses incurred outside of the United Kingdom (including the Isle of Man and the Channel Islands).

17. Conditions
Lorega may cancel a policy that has previously been accepted if a prosecution or civil suit is instituted against you in respect of the subject matter of a claim and upon the Scheme refunding the premium underwriters shall cease to be under any further obligation to provide the Services hereunder before or after the policy is cancelled.

You shall notify Lorega as soon as possible of any alterations or additions to your underlying commercial policy (ies) and Lorega reserves the right to charge additional premium consequent upon such alterations or additions.

You shall provide annually prior to renewal a declaration of premiums payable to your Insurer(s) on policies that are to be covered by this insurance and the up to date sums insured thereon. Lorega reserves the right to charge additional premium consequent upon such declaration.

18. Schedule
The Society of Lloyd’s is authorized and regulated by the Financial Conduct Authority (FCA) and the United Kingdom Prudential Regulation Authority (PRA) under the Financial Services and Markets Act 2000. The Society of Lloyd’s Financial Services Register Firm Number is: 202761.

The written Binding Authority number B0621F330451 allows Lorega Limited to sign and issue this policy on behalf of Lloyd’s Underwriters whose respective shares and syndicate numbers can be obtained by applying to Market Services, Lloyd’s, One Lime Street, London EC3M 7HA.

Lorega Limited is authorized and regulated by the Financial Conduct Authority. Details of Lorega Limited (Firm Number: 308694) may be checked on the Financial Services Register at www.fca.org.uk/register.

You have applied to Us for insurance and this document the schedule and any endorsement(s) form the policy setting out the details of the insurance which you have requested. In deciding to accept the insurance and in setting the terms and premium, we have relied on the information you have given us.

In return for payment of the premium shown in the schedule, we agree to insure you, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage you sustain.

The insurance relates ONLY to those sections of this policy which are shown in the schedule as being included.

In this policy our syndicate members bind themselves severally and not jointly, that is, in the event of a loss, each of them (and their Executors and Administrators) is liable only for their own share of the syndicate’s proportion of the risk.

The General Manager of LPSO is authorised to sign and issue this policy on behalf of each of us.
For more information please visit www.insolvencyrs.com or contact 0115 9084931.

Prepared by Insolvency Risk Services
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