Amlin UK

Equity Protection 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 compensate 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 information

Important
This policy is a 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.

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
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

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.

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 insured by this policy.

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).

Financial Interest
The value of your interest in the property insured buildings at the premises. This is shown in your cover summary as the sum insured.

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.

Full financial interest
Cover provided on the basis that you have confirmed that you have been unable to obtain evidence that insurance for the premises has been arranged elsewhere and your interest has not been specifically noted on any existing policy.

Contingent financial interest
Cover provided on the basis that you have confirmed that you have been provided with evidence that insurance for reinstatement or indemnity for the premises has been arranged elsewhere.

Financial Interest reduction
The difference in market value prior to any loss or damage at the premises less the market value after the loss.

Indemnity period
The period beginning with the occurrence of any loss or damage at the premises and ending not later than twelve months thereafter during which the value of the buildings is affected in consequence of the loss or damage.

Land
Land attached to the premises for which you are responsible.

Market value
The market value is the sale value of the insured property as quantified by an Associate or Fellow of the Royal Institution of Chartered Surveyors.

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

Operative date
The date when you were appointed.

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.

The initial period of insurance shall be the first three months following appointment. The cover provided in the initial period of insurance is full financial interest.

The secondary period of insurance shall be the following three months and any subsequently agreed period. The cover provided in the subsequent period of insurance, subject to our agreement, will be either;

a) full financial interest or
b) contingent financial interest

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.
Definitions

Premises
The premises stated in the cover summary.

Primary cover
Any insurance policy arranged either prior to the appointment or during the period of your appointment that will compensate loss or damage or liability arranged for any person under which you would be entitled to compensation indemnity.

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; and
e) 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 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.

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.

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 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. **Primary cover condition**
   You must not deliberately take any action or deliberately not take an action that will invalidate the primary cover or breach any conditions or warranties contained within the primary cover.
   You must take all reasonable care to comply with the terms and conditions of the primary cover.
   We will not compensate you for any reduction in financial interest incurred as a result of you accepting a basis of settlement under the primary cover.

3. **Observance** 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.

4. **Survey**
   It is a condition of this 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.

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**
      The condition below applies to all unoccupied buildings where full financial interest cover is requested and you have control of the premises.
      It is a condition of this 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. Insulation of the pipes 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 compensate 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 of this policy 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, the **excess** shown in the **cover summary** 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 the excess shown in the **cover summary** 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**
   **You** may cancel this insurance within 14 days of **you** buying this insurance or the day on which **you** receive the insurance documents, whichever is later. **We** will provide a full refund of the premium paid. **We** will not refund any premium if you have made a claim.

   **We** may cancel this insurance where there is a valid reason by giving **you** 30 days’ notice in writing.

   Valid reasons for cancelling **your** policy include but are not limited to:
   a. failure by **you** to adhere to your obligations under the general conditions of this policy
   b. non payment of premium
   c. non cooperation or failure to provide relevant information
   d. reasonable suspicion of fraud

   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.

10. **Index linking**
( applies only to Section 1 – Material damage )
   If during any one single specific period of insurance **your financial interest** shall increase from that stated in the **cover summary** arising as a result of an increase in **market value** then the **maximum claim limit** in respect of the financial interest reduction will be increased.

   The increase to the amount shown in the **cover summary** is subject to:
   a) the prevailing rate at the time of loss or **damage** as specified by
   (i) The General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors in respect of building and tenants improvements items
   (ii) The Producer Price Index for Home Sales of Manufactured Products issued by the Office of National Statistics in respect of all other items.
   b) a maximum increase of £100,000.
General conditions

Claims
For claims settlement purposes 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.

110. 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.

121. 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.

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 regarding the interpretation of this policy.

19. Tax
You will pay any tax due on the premium in accordance with current legislation.
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. The insurance provided under Section 1 is limited to loss of value not exceeding the maximum claim limit due to reduction in the value of your financial interest.

   The amount payable as compensation shall be the amount by which the value of the premises is reduced as a direct consequence of loss or damage.

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

5. 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.

6. 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 hinder or obstruct 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.

7. 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 compensate you.

8. 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.

9. 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.
10. **Not applicable to Section 3 – Property owners’ 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 of any right of action against us.

11. **We will pay professional surveyors’ 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 for professional surveyors’ charges together with the amount otherwise payable under Section 1 does not exceed the maximum claim limit.**
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 compensate 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
   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 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.
   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
   Any liability caused by or arising out of pollution.

10. 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 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 or as shown by the cover summary.

If any property insured at the premises suffers loss or damage by any of the covers specified in Section 1 of the policy and as a result your financial interest is reduced, we will compensate you within the terms of this section of the policy against reduction in your financial interest directly arising from such loss or damage provided
   a) that primary cover for the property insured is arranged elsewhere and your interest has been endorsed on the primary cover but that the primary cover ultimately fails or falls short of indemnity; or
   b) the primary cover is not in force at the time of the damage as a result of any act, omission or alteration beyond your control

Our liability in any one period of insurance shall not exceed
   i) in the whole the maximum claim limit stated in the cover summary at the time of the loss or damage
   ii) the maximum claim limit remaining after deduction for any other 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 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.
Section 1 – Material damage

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.
   iv) caused by tenants.

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) 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
    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.
       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** 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, 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 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.
       e) any **building** or structure caused by its own collapse or cracking.
Section 1 – Material damage

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 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 compensate 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, car parks, 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. 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.

2. 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.

3. 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.

4. 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) clearing, 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.

5. 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.

6. 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.

7. 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.
Section 1 – Material damage

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

9. Fire protection equipment
   You shall take all reasonable measures to ensure that
   a) any sprinkler or alarm installation or other fire protection equipment, for which a reduced premium rate is allowed, is maintained in efficient working order;
   b) the routine tests prescribed by us are carried out and any defects revealed by such tests are promptly remedied; and
   c) our written consent is obtained to any proposed changes, repairs or alterations to any sprinkler or alarm installation.

10. 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
    a) the reasonable costs incurred by you with our prior consent in establishing whether or not such damage has occurred.
    b) the reasonable costs incurred by you 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.

11. 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.

12. 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
    a) 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.
    b) this extension shall not apply to any premises covered under extension 9 of this Section.
    c) we will not pay more than 2,000,000 GBP any one claim or in the aggregate in respect of any premises.
    d) all other terms, provisions, conditions and exclusions of the policy shall apply.

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.
13. **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.

14. **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.

15. **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.

16. **Other premises**  
We will pay for damage to any contents including landlords’ contents and landlords’ 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.

17. **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.

18. **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.

19. **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.
Section 1 – Material damage

20. 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.

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 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.

22. 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.

23. 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.

24. 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.
   We have paid or agreed to pay for the damage.
   ii) 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.
   iii) 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.
   iv) 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.
   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.

25. Workmen
Workmen may be employed for repairs and minor structural alterations in any of the buildings without prejudice to the insurance.

26. 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.
Section 1 – Material damage

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

   a) where full financial interest cover is requested and you have control of the premises

   b) occupied by you,

   c) for which the security is the direct responsibility of you or your agents or

   d) in respect of any unoccupied 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 shackles 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.
Section 1 – Material damage

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
   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 4 – 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.

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 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 compensate 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 4 – Employers’ 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. Contractual liability
Notwithstanding General exclusion 3, we will compensate 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;

b) 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.

5. 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 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.
Section 4 – Employers’ liability

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 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.

6. 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.

7. 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.

8. Defective premises
We will compensate 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.

9. 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;
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.
Section 4 – Employers’ liability

10. 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 compensate 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.

11. 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 compensate 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.

12. Leased premises
We will compensate 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.

13. Legal costs
In addition to the indemnity provided by this Section, we will compensate 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.

14. 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.

15. 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.
Section 4 – Employers’ liability

16. **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.

**Exclusions**

We will not compensate 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 compensate 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.
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 provide the insurance in the manner and to the extent set out in this policy for any bodily injury or accident that happens during the period of insurance for which you have paid or agreed to pay the premium.
General information

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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General information

Useful Phone Numbers

Amlin Assistance emergency claims service

If an injury or illness affecting an insured person arises whilst they are on a journey overseas requiring in-patient hospital treatment, the emergency claims service must be contacted as soon as possible. Our operator, in conjunction with the attending local practitioner, will co-ordinate the most suitable and practical solution to the medical problem, including the option of repatriation. We will not have to pay medical and other expenses following injury or illness if the emergency claims service is not contacted in the above circumstances.

Amlin Assistance emergency claims service telephone number +44 (0)1245 396245

This service is available 24 hours every day of the year. When calling, please have the following information available.
- Your name and the insured person’s name;
- The telephone or fax number or e-mail address where you can be contacted;
- The nature of the medical emergency; and
- your policy number.

Notification of claims

If you need to notify us of a claim, or any circumstances that may cause a claim, other than as described above, in the first instance you should contact your insurance intermediary. Alternatively you may contact us on 01245 396688.

Complaints Procedures

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

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

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 7QO and on their website at www.fscs.org.uk).
General information

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.

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.
General definitions

Accident
A sudden, external and identifiable event that happens by chance and could not have been expected. The word ‘accidental’ shall be construed accordingly. If an insured person suffers bodily injury as a result of unavoidable exposure to severe weather conditions, we will consider it as having been caused by an accident.

Accommodation
Accommodation of a standard up to but not exceeding that in which the insured person was or would have been staying during the course of the journey.

Additional insured person
Any person or category of persons shown as being additional insured persons in the cover summary under Section A - Injury sub section iii) or Section B –Travel (if applicable).

Associate company
A company or organisation of the policyholder the name of which has been advised to and accepted by us (subject to General condition 16 which provides automatic cover for new acquisitions in certain circumstances).

Bodily injury
Injury which is caused solely by accidental means and which independently of illness or any other cause results in the insured person’s death or disablement, within twenty-four calendar months from the date of the accident.

Business
The business of the policyholder as described in the cover summary.

Amlin Assistance
a) The telephone advice services; and
b) the travel assistance and emergency medical and repatriation services arranged by us.

Business partner
An individual who has entered into a legal contract with one or more people to manage the business of the policyholder and to share in the responsibilities, resources, profits and liabilities of such business.

Child/children
The children, stepchildren and legally adopted children for whom an insured person or their partner is the parent or legal guardian.
To be covered by this policy, the child/children must
a) not be married; and
b) be under 18 years of age or under 23 years of age if in full time education.

Commuting
Travel between normal residence and normal place of work.

Corporate event
Any business related event arranged by or on behalf of the policyholder in order to promote their business.

Country of domicile
The country in which the insured person is habitually resident during the period of insurance. Where the insured person is not domiciled in the United Kingdom and where the context permits, the term United Kingdom shall be construed as meaning the insured person’s country of domicile.

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

Dependent child
A child who is dependent on the insured person or the insured person’s partner.

Director
A serving director (other than a non-executive director) of the policyholder whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations.

Effective time
The time during a period of insurance when an insured person is covered – as detailed in the cover summary.

Employee(s)
Any person(s) under a contract of service or apprenticeship with the policyholder.

Excess
The first amount of a claim, expressed as a monetary amount or a percentage of the loss, which the policyholder must bear.
General definitions

Full time education
A programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either
a) full-time study; or
b) a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

Hospital
Any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the insured person is under the constant supervision of a qualified medical practitioner.

Hospital confinement
Admission to a hospital as an in-patient as a result of bodily injury or illness for a continuous period of 24 hours or more on the advice of and under the constant supervision of a qualified medical practitioner.

Incidental holiday
Any holiday taken in conjunction with a journey made primarily for business purposes.

In-patient
An insured person who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of bodily injury or illness and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

Insured person
Any person or category of persons shown
a) as being insured in the cover summary; and
b) as additional insured persons under Section A - Injury sub section iii) or Section B –Travel (if applicable).

Journey
Any trip described in the cover summary which
a) commences during (or has already commenced before) the period of insurance; and
b) is not intended, without our prior written agreement, to exceed twelve months duration.
The effective date of cover will be
a) the earlier of the time of leaving home or normal place of business; or
b) for trips that have already commenced before the period of insurance, the effective date shown in the cover summary
and cover will continue until the later of the time of arrival back at home or normal place of business.

Occupation
Carrying out the duties of one’s employment in the business.

Parent or legal guardian
A person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

Partner
a) an insured person’s spouse;
b) an insured person’s civil partner, registered pursuant to the Civil Partnership Act; or
c) someone of either sex with whom an insured person is living as though they are their spouse or civil partner at the time of the occurrence which is the subject of a claim under this policy.

Period of insurance
The period between and inclusive of the dates shown in the cover summary commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown. Both dates refer to local standard time at the address of the policyholder as shown in the cover summary.

Policyholder
The person(s) appointed to act in the capacity of practitioner(s) in relation to any person or company whose premises are show on the cover summary.

Premium
The amount shown on the cover summary in respect of the specified period of insurance or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the policy.
General definitions

Qualified medical practitioner
A doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than
i) an insured person;
ii) a partner of the insured person;
iii) a member of the immediate family of the policyholder or of an insured person; or
iv) an employee or director of the policyholder.

United Kingdom
England, Scotland, Wales and Northern Ireland (excluding the Isle of Man and the Channel Islands). Where the insured person is not domiciled in the United Kingdom and where the context permits, the term United Kingdom shall be construed as meaning the insured person’s country of domicile.

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

War
Armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

Please note
Specific definitions relative to individual sections or sub-sections of this policy are located and contained in the appropriate sections or sub-sections.
1. Acquisitions
   If during the period of insurance the policyholder acquires or creates a subsidiary or associated company either directly or through one of its own subsidiaries, cover under this policy automatically extends to include such subsidiary or associated company from the date of its acquisition or creation, provided that the revised underwriting information does not vary by more than 10% from the information upon which the premium at inception or last renewal (whichever occurred last) was calculated. Underwriting information for the purposes of this condition shall mean whichever of the following elements has formed the basis of the premium calculation.
   a) Estimated salaries;
   b) number of insured persons;
   c) travel pattern; or
   d) fixed benefits.
   If the revised underwriting information varies by more than 10%, we agree to provide cover from the date of creation or acquisition of such subsidiary or associated company, for a period of 30 days during which time the policyholder shall provide any additional information as we may require and pay such additional premium as may become due.

2. Adjustable premiums
   If it has been agreed that any part of the premium, being based on estimated numbers, is adjustable then the policyholder shall within 30 days of the end of the period of insurance provide the actual numbers to us and the premium will be adjusted accordingly.

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

4. Assignment
   Subject to General condition 15, the benefits under this policy may not be assigned by the policyholder. We shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this policy.

5. Cancellation
   We may cancel this policy where there is a valid reason by giving thirty days written notice to the policyholder at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and we shall promptly return any unearned portion of the premium paid; and
   a) any cover provided by this policy for war by sending seven days written notice to the policyholder at their last known address.
   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.

6. Change in business description
   The policyholder shall give written notice within a reasonable time of any alteration in the policyholder's business.

7. Choice of law
   This Policy shall be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute. Communication of and in connection with this policy shall be in the English language.

8. Compliance with policy requirements
   Where the policyholder or an insured person or their personal representatives do not comply with any obligation to act in a certain way specified in this policy, we reserve the right not to pay a claim.

9. Contracts (Rights of Third Parties) Act
   The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only we and the policyholder can enforce the terms of this policy. No other party may benefit from this contract as of right. The policy may be varied or cancelled without the consent of any third party.

10. Hijack
   If an insured person is the victim of a hijack the insurance provided by this policy for such insured person shall continue for a period not exceeding twelve months from the date of hijack to enable the insured person to complete the original journey or to return to the United Kingdom.

11. Interest
   No sum payable by us under this policy shall carry interest unless payment has been unreasonably delayed by us following receipt of all the required certificates, information and evidence necessary to support the claim.
   Where interest becomes payable by us, it will be calculated
   a) from the date of final receipt of such certificates, information or evidence; and
   b) at the base rate established by the Bank of England on such date.
General conditions and exclusions

12. Journeys continuing beyond expiry of period of insurance
   Where a journey continues beyond the expiry of the period of insurance for reasons beyond the control of the policyholder or insured person such period is extended for up to a maximum of twelve months or until the completion of such journey whichever is sooner.

13. Misdescription
   This policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the policyholder.

14. Other insurance
   The cover provided under Section B – Travel in respect of any additional insured person shall apply fully where no more specific insurance is in place for such person. Where more specific insurance is in place covering the same claim, this policy shall apply only in excess of any amount paid under such other more specific insurance and shall not cover the first amount of any claim that the insured person is liable to bear themselves under such policy.

15. Payment of benefits
   Notwithstanding General condition 4, where in relation to any claim the policyholder at its discretion directs us to do so, we shall pay benefits to or compensate a named insured person and the receipt of such insured person shall be a sufficient discharge of our liability to indemnify or pay the benefits concerned.

16. Reasonable precautions
   The policyholder and insured person shall take all reasonable steps to avoid or minimise any loss or damage and to recover any property which has been lost or stolen.

Claims Provisions

1. The policyholder shall at their own expense furnish to us such certificates, information and evidence as we may from time to time reasonably require in the form prescribed by us. We shall be allowed at our own expense, upon reasonable notice to the policyholder, to request a medical examination of an insured person as appropriate.

2. If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the policyholder or anyone acting on the policyholder’s behalf or by an insured person or any insured person’s legal representatives to obtain benefit under this policy, we shall be under no liability in respect of such claim.

3. Any excess, where applicable, will apply separately under each section or sub-section, in respect of each and every claim and for each insured person.

4. The insured person shall as soon as possible after the occurrence of any accidental bodily injury or illness a) obtain and follow the advice of a qualified medical practitioner. b) co-operate with and follow the advice of an independent rehabilitation case manager where appointed by us and we shall not be liable for any consequences of the insured person’s failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed.

5. Claims involving foreign currency will be converted into the currency in which the premium and any benefits or compensation limits are shown, at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss.

General Exclusions

1. We shall not be liable for payment of any benefit for bodily injury, loss or expense suffered or incurred by an insured person aged seventy five or over whilst on a journey of more than thirty days duration.

2. We shall not be liable for bodily injury, loss, damage or expense resulting from or contributed to by, directly or indirectly i) the insured person committing or attempting to commit suicide or intentionally inflicting self injury; ii) the insured person engaging in aviation as a pilot or crew member of an aircraft or other aerial device; iii) the insured person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service; or iv) war, whether declared or not in the insured person’s country of domicile.
Section A – Personal accident

Sub section i) - Injury

The cover provided by this sub-section will apply only if a benefit amount is shown in the relevant sub-section in the cover summary.

Definitions

Accident medical expenses
All reasonable costs necessarily incurred for
a) hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment;
b) prosthetics and physiotherapy; or
c) psychological treatment or personal counselling
given or prescribed by a qualified medical practitioner following an accident for which we have paid or agreed to pay a benefit for death or disablement.

Aggregate limits
The maximum amount shown in the cover summary that we will pay per event. Where more than one cover summary or policy showing benefits has been issued by us in the name of the policyholder, the highest of all the aggregate limits shall apply overall.

Annual salary
The gross salary or wages payable per annum by the policyholder to the insured person as remuneration for services provided immediately preceding the date of death or disablement excluding loans, whether repayable or otherwise, benefits in kind, profit share payments, overtime or expenses payments unless these emoluments have been specifically included in the estimated/actual salaries/wages on which the premium has been based.

Benefit period
The maximum (but not necessarily consecutive) period for which benefits are payable in respect of any insured person for any one accident. The benefit period commences at the end of the deferment period, if any.

Coma
The continuous, unarousable, unconscious state of the insured person.

Deferment period
A period at the beginning of a period of temporary disablement during which benefits are not payable.

Dependent adult
Any person who is dependent on the insured person for whom the insured person was in receipt of a carer’s or attendance benefit from the State.

Event
All instances of bodily injury arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72 consecutive hours and within a 10-mile radius. No instance of bodily injury occurring outside such period or radius shall be included in that event.

Loss of hearing
Total and permanent loss of hearing.

Loss of limb
1. in respect of an arm
   a) permanent physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); or
   b) the permanent total loss of use of an entire hand or arm.
2. in respect of a leg
   a) physical severance or total loss of use above the level of the ankle (talo-tibial joint); or
   b) the permanent total loss of use of an entire foot or leg.

Loss of sight
Shall be deemed to have occurred
a) in both eyes when the insured person’s name has been added to the register of Blind Persons on the authority of a qualified ophthalmic specialist; or
b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the insured person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and we are satisfied that the condition is permanent and without expectation of recovery.

Loss of speech
Total and permanent loss of speech.

Maximum limit per insured person
The maximum amount shown in the cover summary payable for any insured person for all bodily injury arising from any one accident.

Paraplegia
Complete paralysis of the lower half of the body including both legs which results in permanent total disablement.
Section A – Personal accident

Permanently disabling injury
Disability which has lasted for at least 12 months and which in our opinion is beyond hope of recovery and will in all probability continue for the remainder of the insured person’s life.

Permanent total disablement (‘usual’)
Permanent disabling injury which results in the insured person’s inability to perform or give attention to their usual occupation.

Permanent total disablement (‘any’)
Permanent disabling injury which results in the insured person’s inability to perform or give attention to any gainful occupation for which an insured person is fitted by way of training, education or experience.

Premises
Any premises occupied by the policyholder in connection with the business as advised to us.

Quadriplegia
Complete paralysis of all four limbs which results in permanent total disablement.

Remunerated employment
Any gainful remunerated work for which the insured person is contracted to work at least 16 hours per week.

Temporary partial disablement
Temporary disablement which prevents the insured person from engaging in a substantial part of their usual occupation.

Temporary total disablement
Temporary disablement which entirely prevents the insured person from engaging in their usual occupation.

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.

Visitor
Any person whilst legally in or on the policyholder’s premises other than
i) an insured person;
ii) a director, business partner or employee of the policyholder that is not an insured person;
iii) a person undertaking a contract for the supply of services to the policyholder; or
iv) a member of the armed forces or police, ambulance, fire brigade or other emergency service sustaining bodily injury in the course of duty.

Weekly wage
The average of the gross weekly amount payable by the policyholder to the insured person as a wage or salary for services provided as set out in the insured person’s contract of employment, reasonably adjusted to take into account any seasonal fluctuations, overtime or other payments earned by the insured person in the thirteen weeks immediately preceding the date of commencement of the period of temporary total disablement or temporary partial disablement, excluding loans whether repayable or otherwise benefits in kind profit share payments overtime or expenses payments unless these emoluments have been specifically included in the estimated/actual salaries/wages on which the premium has been based.

Working day
Each complete day of temporary total disablement or temporary partial disablement during which, had it not been for the disablement, the insured person would normally have been working or engaging fully in their usual occupation.
Section A – Personal accident

Insuring clause

If during a period of insurance an accident occurs during the effective time shown in the cover summary of benefits or during a journey and causes bodily injury to an insured person, we will pay the appropriate amounts under Items 1 to 5 below.

1. **Death**
   Where bodily injury results in death, we will pay up to the amount shown in the cover summary.

   **Specific provision.**
   If an insured person disappears and, after a suitable period of time, it is reasonable for the police or registration authorities to believe that such insured person has died as a result of bodily injury, the death benefit shall become payable subject to a signed undertaking being given by the policyholder that if the belief is subsequently found to be wrong, such death benefit shall be refunded to us.

2. **Permanent total disablement**
   Where bodily injury results in permanent total disablement, we will pay up to the amount shown in the cover summary.

3. **Permanent disabling injuries**
   Where bodily injury results in
   
   A) **Permanent disabling injuries (any)**
   We will pay a percentage of the amount shown under Variable Injury Benefits 3 in the cover summary. The percentage payable will be relative to the degree of disablement as shown in the following Scale of injuries which prescribes the maximum percentage payable for a range of permanent disabling injuries.

   **Scale of injuries**
   
   | A. Loss of one or more limbs | 100%  |
   | B. Loss of sight in one or both eyes | 100% |
   | C. Loss of speech | 100% |
   | D. Loss of hearing in both ears | 100% |
   | E. Loss of intellectual capacity | 100% |
   | F. Loss of hearing in one ear | 25% |
   | G. Post traumatic stress disorder | 20%* |
   | H. Total loss of use of |
   |   i) the back or spine below the neck with no damage to the spinal cord | 40% |
   |   ii) the neck or cervical spine with no damage to the spinal cord | 30% |
   |   iii) a shoulder, elbow or wrist | 25% |
   |   iv) a hip, knee or ankle | 20% |
   | I. Loss of or total loss of use of |
   |   i) a thumb | 30% |
   |   ii) a forefinger | 20% |
   |   iii) any other finger | 10% |
   |   iv) a big toe | 15% |
   |   v) any other toe | 5% |
   | J. Payment for any permanent disabling injury not noted above will be calculated on a medical assessment by us of the degree of disablement relative to this scale. No account shall be taken of the insured person’s occupation.
   
   * Subject to a maximum payment of 15,000 GBP.

   or;

   B) **Permanent disabling injuries (specified)**
   We will pay a percentage of the amount shown under Variable Injury Benefits 3 in the cover summary. The percentage payable will be relative to the degree of disablement as shown in the following Scale of Injuries which prescribes the maximum percentage payable for a range of permanent disabling injuries.

   **Scale of Injuries**

   | Loss of one or more limbs | 100% |
   | Loss of sight in one or both eyes | 100% |
   | Loss of speech | 100% |
   | Loss of hearing in both ears | 100% |
   | Loss of intellectual capacity | 100% |
   | Loss of hearing in one ear | 25% |
Section A – Personal accident

Specific provisions
a) The total amount payable shall not exceed 100% of the amount shown in the cover summary for permanent disabling injuries under Variable Injury Benefits 3 for each insured person in respect of any one accident.
b) If benefit is payable for loss of or loss of use of a limb then benefit for loss of or loss of use of parts of that limb cannot also be claimed.
c) Cover for an insured person who has attained the age of seventy-five years shall be limited to Loss of one or more limbs or loss of sight in one or both eyes and the maximum benefit amount payable shall not exceed the amount stated in the cover summary.

4. Temporary total disablement
Where bodily injury results in temporary total disablement, we will pay up to the amount shown in the cover summary. This benefit will be payable in addition to any amount claimed under items 2 or 3 of this sub section.

5. Temporary partial disablement
Where bodily injury results in temporary partial disablement, we will pay up to the amount shown in the cover summary. This benefit will be payable in addition to any amount claimed under items 2 or 3 of this sub section.

Specific provision
Where a period of temporary total disablement or temporary partial disablement, or part thereof, is less than a complete week the amount payable for each working day shall be an appropriate percentage of the insured person’s normal days/hours of work per week as set out in their contract of employment, reasonably adjusted to take into account any overtime or other payments earned by the insured person before the period of temporary total disablement or temporary partial disablement.

6. Accident medical expenses
Where bodily injury results in a valid claim under Variable Injury Benefits 1, 2, 3, 4 or 5 of this sub section (if covered), we will reimburse accident medical expenses incurred of up to 25% of the benefits shown in the cover summary, subject to a maximum limit of GBP20,000 per claim.

7. Rehabilitation case management
Where an insured person suffers bodily injury which is likely to result in a valid claim under the items described below, we will, for the case management period described below, appoint a firm of independent injury management specialists to provide rehabilitation case management services.

<table>
<thead>
<tr>
<th>Variable injury benefits shown in the cover summary</th>
<th>Case management period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Items 2 or 3</td>
<td>12 months</td>
</tr>
<tr>
<td>2. Items 4 or 5 (provided such claim exceeds the deferment period)</td>
<td>3 months</td>
</tr>
</tbody>
</table>

Specific provisions
For the purposes of this extension, rehabilitation case management services shall mean the following.
1. Carrying out an initial telephone assessment of the situation with the insured person, the insured person’s medical advisors, the policyholder and us.
2. Advising the insured person on, recommending, coordinating and arranging on their behalf the most appropriate
   a) beneficial medical or therapeutic intervention;
   b) prosthetic and counselling services; taking into account the insured person’s entitlement to benefits and services under this policy (including accident medical expenses benefit), benefits under any other policy of insurance and State benefits and services.
3. Providing support to the insured person throughout their recovery and encouraging the insured person to minimise the effects of their injury and to follow the recommended course of rehabilitation.
4. Advising on and co-ordinate an achievable return to employment.
5. Regularly updating the policyholder on the insured person’s progress or recovery.

We may at our sole discretion extend the case management period where it considers that to do so would be in the best interests of the parties concerned.
Section A – Personal accident

Sub section ii) – Additional covers

This policy extends to provide the following covers automatically to insured persons as described in the cover summary. They do not apply to insured persons as described in sub section A iii) – Additional insured persons.

Insuring clause

If during a period of insurance an accident occurs during the effective time shown in the cover summary or during a journey and causes bodily injury to an insured person resulting in any of the following, we will, subject to the maximum per insured person limits stated in the cover summary, pay the policyholder as follows.

1. Chauffeur expenses
   Where bodily injury results in a valid claim under Variable Injury Benefits 2, 3, 4 or 5 of this sub section, and the insured person is unable to travel to and from work using the method of transport they normally used before the accident, we will pay up to 5% of the benefit amount shown in the cover summary for the reasonable costs of a chauffeur or taxi service to convey the insured person to and from work until:
   a) such time as the insured person is well enough to resume using the method of transport normally used prior to the accident;
   b) benefit ceases to be payable under Variable Injury Benefits 4 or 5 of this sub section; or
   c) 12 months from the date the accident occurred; whichever is earlier.

   Where the policyholder or insured person requests payment of benefit under this extension in order to mitigate a claim that would otherwise be payable under Variable Injury Benefits 4 or 5 of this sub section then, subject to the limitations above, we will pay the benefit for chauffeur or taxi service expenses based on the benefit amount that would otherwise have been payable under Variable Injury Benefits 4 or 5 of this sub section.

2. Coma benefit
   Where bodily injury results in the insured person being in a coma, we will pay the policyholder on behalf of the insured person GBP50 for each day the insured person remains in a coma up to a maximum of 730 days.

3. Corporate reputation protection
   If during a period of insurance an insured person or a visitor suffers bodily injury whilst legally in or on the policyholder’s premises resulting in death, loss of one or more limbs, loss of sight in one or both eyes, loss of speech or loss of hearing in both ears, we will reimburse the policyholder up to an aggregate limit of 25,000 GBP for all costs (other than the policyholder’s own internal costs) incurred for:
   a) the engagement of image or public relations consultants; and
   b) the release of information through the media within 15 days of and directly in connection with such bodily injury, to protect or positively promote the policyholder’s image.

Specific definition

For the purpose of this extension, aggregate limit shall mean the maximum amount stated above that we will pay for any one event or all events occurring during any one period of insurance. Where more than one cover summary, cover summary of Benefits or policy showing benefits has been issued by us in the name of the policyholder, the highest of all the aggregate limits shall apply overall.

Specific provisions

1. This benefit shall be payable only once in respect of all instances of bodily injury arising out of and directly occasioned by any one event.

2. If the total of all claims under this sub-section in any period of insurance exceeds the aggregate limit, the amount payable shall be proportionately reduced until the total does not exceed the aggregate limit.

4. Dependent adult benefit
   Where bodily injury results in death of an insured person and a benefit amount is shown for death under Variable Injury Benefit 1 of this sub section, we will pay 5,000 GBP for each dependent adult. This benefit is payable in addition to the death benefit.

5. Dependent child benefit
   Where bodily injury results in death and a benefit amount is shown for death under Variable Injury Benefit 1 of this sub section, we will pay 5,000 GBP or 5% of such benefit amount payable, whichever is the greater, for each dependent child. This benefit is payable in addition to the death benefit.

6. Domestic service expenses
   Where bodily injury results in a valid claim under Variable Injury Benefits 2, 3, 4 or 5 of this sub section, we will pay up to 5% of such benefit amount payable or a maximum amount of 10,000 GBP whichever is the lesser for the reasonable costs of providing domestic cooking, cleaning, laundry, shopping and similar services until:
   a) benefit ceases to be payable under Variable Injury Benefits 4 or 5 of this sub section; or
   b) 12 months from the date the accident occurred; whichever is earlier.

7. Funeral expenses
   Where bodily injury results in death and a benefit amount is shown for death under Variable Injury Benefit 1 of this sub section, we will, on production of the interim death certificate, pay the policyholder up to 10,000 GBP to cover reasonable funeral expenses in the United Kingdom or in any other country. This benefit is payable in addition to the death benefit.
Section A – Personal accident

8. **Home adaptation/relocation expenses**
   Where **bodily injury** results in **quadriplegia or paraplegia**, and the benefit for **permanent total disablement** becomes payable, we will also pay the **policyholder** for expenses incurred up to 25,000 GBP, for adapting the **insured person’s** home or for relocating to another home to cater for the practical changes involved in living with the disablement.

9. **Hospital confinement benefit**
   *(The following cover applies to all injuries, including less serious injuries and is not dependent on **bodily injury** as defined in this policy).*

   If during a **period of insurance**, an accident occurs during the **effective time** shown in the **cover summary** or during a **journey** and the **insured person** sustains injury which, independently of illness or any other cause, results in their **hospital confinement** within twelve calendar months from the date of the accident, we will pay the **policyholder** 50 GBP for each complete day (twenty-four hour period) of such **hospital confinement** up to a maximum of 365 days.

10. **Hospital visiting expenses**
    *(The following cover applies to all injuries, including less serious injuries and is not dependent on **bodily injury** as defined in this policy).*

    Where **bodily injury** results in the **insured person’s hospital confinement** within the United Kingdom more than 10 miles away from the **insured person’s** home, we will pay the **policyholder** up to 100 GBP per day up to a maximum of 1,000 GBP for additional travel and **accommodation** expenses reasonably and necessarily incurred by:

    a) the **insured person’s partner, children or parents;** or
    b) a close business **associate of the insured person**, for the purposes of visiting the **insured person** during such period of **hospital confinement**.

11. **Loss of or damage to personal belongings from assault**
    Where an unprovoked assault which results in the **insured person** sustaining **bodily injury** also results in loss of or damage to the **insured person’s personal belongings**, we will pay the **policyholder** for such loss or damage up to a maximum of 500 GBP.

    **Specific definition**
    For the purpose of this extension, personal belongings shall mean clothing and personal articles which are the property of the **insured person** or for which they are responsible.

12. **Paraplegia**
    Where **bodily injury** results in **paraplegia**, and the benefit for **permanent total disablement** becomes payable, we will pay 50,000 GBP. This benefit is payable in addition to the **permanent total disablement** benefit.

13. **Post traumatic stress disorder - terrorism**
    *(The following additional cover applies only where a benefit amount is shown in the **cover summary** for **temporary total disablement** and is payable only where no physical injury has been sustained).*

    If during a **period of insurance** in the **effective time** shown in the **cover summary** or during a **journey** the **insured person** directly witnesses an act of **terrorism** on a publicly licensed conveyance (other than an aircraft or sea vessel) and, without sustaining physical injury, suffers post traumatic stress disorder resulting in **temporary total disablement** within 6 months of the event, we will pay 50% of the weekly amount shown under Variable Injury Benefits 4 of this sub section or 350 GBP per week whichever is the lesser, up to a maximum of 13 weeks.

14. **Quadriplegia**
    Where **bodily injury** results in **quadriplegia** and the benefit for **permanent total disablement** becomes payable, we will pay 125,000 GBP. This benefit is payable in addition to the **permanent total disablement** benefit.

15. **Quality of life improvement advice**
    Where a valid claim for **permanent total disablement** becomes payable in respect of an **insured person** who is:

    a) a director, business partner or employee of the **policyholder;** and
    b) rendered incapable of performing any occupation whatsoever;

    we will pay the **policyholder** up to 15,000 GBP for reasonable costs incurred to engage professional advice and assistance in improving the quality of the **insured person’s** life.

16. **Retraining expenses**
    Where **bodily injury** results in the **permanent total disablement (usual)** benefit becoming payable for an **insured person** who is a director, business partner or employee of the **policyholder**, we will pay the **policyholder** up to 15,000 GBP for reasonable costs incurred to retrain the **insured person** for an alternative occupation either in the **business** of the **policyholder** or elsewhere.

17. **Return home expenses**
    Where **bodily injury** results in the **insured person** being physically incapacitated more than 10 miles away from the **insured person’s** home for 72 hours or more, we will pay the **policyholder** up to 750 GBP for additional expenses reasonably and necessarily incurred in returning the **insured person**, their personal belongings and any portable **business** equipment carried by them on the **journey**, to their home.

    **Specific provision**
    The return must be organised by Amlin Assistance.
Section A – Personal accident

18. Simultaneous death of insured person and partner
Where an insured person and their partner, who have dependent children, suffer bodily injury resulting in death in the same accident
   a) the amount payable for the insured person under Variable Injury Benefit 1 of this sub section will be doubled; or
   b) where the partner is also an insured person under this policy, amount payable under Variable Injury Benefit 1 of this sub section for each will be doubled.

19. Urgent expenses following death
Where bodily injury results in death and a benefit amount is shown for death under Variable Injury Benefit 1 of this sub section, we will, on production of an interim death certificate, pay the policyholder up to 1,000 GBP to cover expenses which need urgent payment whilst the administration of the insured person's estate is being arranged. This benefit is payable in addition to the death benefit.
Sub section iii) – Additional insured persons

This policy extends to provide cover for the following persons automatically provided
a) the appropriate conditions (described hereafter) are met; and
b) subject to the event limits shown in sub section A i)- Injury, an aggregate limit of GBP250, 000 applies to all categories of additional insured persons who sustain bodily injury in any one event.

<table>
<thead>
<tr>
<th>Category Code</th>
<th>Category description</th>
<th>Effective Time or Journey definition applicable to category</th>
<th>Benefits payable</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>AP 1.</td>
<td>Partners and children of directors.</td>
<td>ET1 24 hours a day.</td>
<td>Permanent disabling injuries 'specified' injury – loss of limbs, sight, speech, hearing or intellectual capacity</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Benefits payable 25,000 GBP</td>
<td></td>
</tr>
<tr>
<td>AP 2.</td>
<td>Partners and children of employees.</td>
<td>J12 Any trip made primarily for business purposes, including incidental holiday travel.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Permanent disabling injuries 'specified' injury – loss of limbs, sight, speech, hearing or intellectual capacity</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Benefits payable</td>
<td>Adult 25,000 GBP</td>
</tr>
<tr>
<td>AP 3.</td>
<td>Directors, employees and guests of the policyholder.</td>
<td>J17 Any trip in connection with a corporate event involving a) any travel outside the United Kingdom; b) air travel within the United Kingdom; c) any travel within the United Kingdom provided such travel involves an overnight stay away from home or normal place of business.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Benefits payable</td>
<td>Death</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Permanent total disablement (any) 25,000 GBP</td>
<td></td>
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<tr>
<td></td>
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<td></td>
<td>Permanent disabling injuries 'specified' injury – loss of limbs, sight, speech, hearing or intellectual capacity</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Benefits payable 25,000 GBP</td>
<td></td>
</tr>
<tr>
<td>AP 4.</td>
<td>Up to two relatives, friends or close business associates of an insured person.</td>
<td>J18 Any trip made (on medical advice from a qualified medical practitioner) solely for the purposes of being with an insured person who has sustained injury or suffered illness on a journey outside the United Kingdom, for which cover is provided by this policy.</td>
<td></td>
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<td></td>
<td>Permanent disabling injuries 'specified' injury – loss of limbs, sight, speech, hearing or intellectual capacity</td>
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<td></td>
<td>Benefits payable 25,000 GBP</td>
<td></td>
</tr>
<tr>
<td>AP 5.</td>
<td>Any visitor</td>
<td>ET7 Whilst legally in or on the premises</td>
<td>Benefits payable</td>
<td>Death</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Permanent disabling injuries 'specified' injury – loss of limbs, sight, speech, hearing or intellectual capacity</td>
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<td></td>
<td></td>
<td></td>
<td>Benefits payable 25,000 GBP</td>
<td></td>
</tr>
</tbody>
</table>

Visitors must not be included for any other cover.
Section A - Personal accident

Specific conditions

1. Benefit shall not be payable under more than one of Variable Injury Benefits 1 to 3 of this section to one insured person in respect of any one accident.

2. The total benefit payable to one insured person in respect of any one accident shall not exceed the maximum per person limits shown in the cover summary.

3. The death benefit is limited to the amounts shown in the cover summary in respect of
   a) a child except where such child is an insured person who is aged 16 or 17 at the date of sustaining bodily injury and is a director, business partner or employee of the policyholder.
   b) an insured person who is aged 75 or over at the date of sustaining bodily injury.

4. Any contributory degenerative condition or disablement (as determined by a qualified medical practitioner) known by the insured person to be in existence at the time of sustaining bodily injury will be taken into account by us in assessing the level of benefit payable.

5. Where a period of temporary total disablement or temporary partial disablement, or part thereof, is less than a complete week the amount payable for each working day shall be pro rata of the insured person’s weekly wage.

6. If the aggregate amount of all benefits payable under this sub section exceeds the applicable aggregate limit, the benefit amount payable for each insured person shall be proportionately reduced until the total of all benefits does not exceed such aggregate limit. Where more than one policy showing benefits has been issued by us in the name of the policyholder, the highest of all the aggregate limits shall apply overall.

Specific exclusions

We shall not be liable

1. if bodily injury results from the insured person suffering from sickness or disease which is not itself the direct result of bodily injury.

2. for disabilities arising from
   a) repetitive stress (strain) injury or syndrome or any gradually operating cause; or
   b) any psychological or psychiatric condition (other than post traumatic stress disorder)
      i) which follows accidental bodily injury to an insured person and results in permanent disabling injury or temporary total disablement; or
      ii) resulting in temporary total disablement where accidental bodily injury is not suffered and which follows the insured person directly witnessing an act of terrorism on a publicly licensed conveyance other than an aircraft or sea vessel.

3. for payment for permanent total disablement (usual) or (any) in respect of an insured person who is
   a) a child, except where such child is an insured person aged 16 or 17 and is a director, business partner or employee of the policyholder; or
   b) aged 75 years or over at the date of sustaining bodily injury;

4. for payment for permanent total disablement (usual) or (any) where a benefit amount is stated under Variable Injury Benefit 2 of this section in the cover summary and the insured person is not usually engaged in remunerated employment. However, we shall consider such person as being covered under Variable Injury Benefit 3 of this section permanent disabling injuries (any). Where a benefit amount is already shown under Variable Injury Benefit 3 of this section, only the highest benefit or an appropriate percentage thereof shall be payable.

5. for payment for permanent disabling injuries in respect of an insured person aged 75 years or over
   a) other than for loss of one or more limbs and loss of sight in one or both eyes; and
   b) for more than the maximum limit shown in the cover summary.

6. for any amount in excess of the aggregate limit.

7. for any amounts in excess of the maximum limit per insured person shown in the cover summary.

8. for providing any benefits described under sub section A ii) – Additional covers in respect of persons described under sub section A iii) – Additional insured persons.
Section B - Travel

Insured persons
1. The cover applies to the categories of insured person as described in the cover summary – Section B – Travel.
2. Cover applies to the following additional insured person automatically provided
   a) the appropriate conditions (described hereafter) are met.
   b) there is no more specific insurance in place for such person. Where more specific insurance is in place covering
the same claim this policy applies only in excess of any amount paid under such other more specific insurance
and shall not cover the first amount of any claim that the insured person is liable to bear under such policy.

Section B – Travel – Additional insured persons

<table>
<thead>
<tr>
<th>Categor y Code</th>
<th>Category description</th>
<th>Effective Time or Journey definition applicable to category</th>
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<td>AP1.</td>
<td>Partners and children of directors.</td>
<td>J14 Any trip made for business or holiday purposes.</td>
<td>1. Partners and children of such director must not be included for any other cover; and 2. such directors must be covered under section B – Travel.</td>
</tr>
<tr>
<td>AP2.</td>
<td>Partners and children of employees</td>
<td>J11 Any trip involving travel outside the United Kingdom made primarily for business purposes, including incidental holiday travel; or J12 Any trip made primarily for business purposes, including incidental holiday travel. The journey definition will correspond with that of the employee.</td>
<td>Employees must be covered under section B – Travel for journeys made primarily for business purposes, under any of the categories above.</td>
</tr>
<tr>
<td>AP3.</td>
<td>Directors, employees and guests of the policyholder.</td>
<td>J17 Any trip in connection with a corporate event involving a) any travel outside the United Kingdom; b) air travel within the United Kingdom; or c) any travel within the United Kingdom provided such travel involves an overnight stay away from home or normal place of business.</td>
<td>1. The director, employees or guests must not be included for any other cover.</td>
</tr>
<tr>
<td>AP4.</td>
<td>Up to two relatives, friends or close business associates of an insured person.</td>
<td>J18 Any trip made (on medical advice from a qualified medical practitioner) solely for the purposes of being with an insured person who has sustained injury or suffered illness on a journey outside the United Kingdom, for which cover is provided by this policy.</td>
<td>1. Relatives, friends or close business associates must not be included for any other cover.</td>
</tr>
</tbody>
</table>

Note: AP5 refers to visitors. Cover applies only in Section A – Personal accident.
Section B - Travel

Sub sections

The cover provided by the following sub sections will apply only if a benefit amount is shown in the relevant sub sections in the cover summary.

Sub section 1 - Medical and other travel expenses

1. Medical expenses
   If during a period of insurance the insured person becomes ill or sustains bodily injury during a journey, we will pay the policyholder in respect of medical expenses up to the amount shown in the cover summary for any one journey.

   Specific definition
   For the purposes of this extension, medical expenses shall mean all reasonable costs necessarily incurred outside the insured person’s country of domicile for hospital, nursing home, ambulance within the country where the accident or illness occurred (or ambulance or other transportation to a medical facility in a country other than that in which the accident or illness occurred - provided such transportation has been organised by Amlin Assistance, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner. Dental or optical expenses are covered only if incurred in an emergency or as a direct result of bodily injury caused solely by an accident (Dental expenses are restricted to those incurred only for the immediate and direct relief of pain for the duration of the journey).

2. Hospital confinement benefit outside the United Kingdom
   If during a period of insurance the insured person becomes ill or sustains bodily injury during a journey resulting in the insured person’s hospital confinement outside the United Kingdom we will pay the policyholder the amount shown in the cover summary for any one journey.

   Specific condition
   Where hospital confinement of an insured person outside the United Kingdom results from accidental bodily injury, the aggregate amount payable under this sub section and under Section A – Additional covers - Hospital confinement benefits (if covered) will be one benefit amount, the higher, shown in the cover summary.

3. Supplementary travel and accommodation expenses
   If during a period of insurance the insured person becomes ill or sustains bodily injury during a journey, we will pay the policyholder in respect of supplementary travel and accommodation expenses up to a maximum of the amount shown in the cover summary for any one journey.

   Specific definition
   For the purposes of this extension, supplementary travel and accommodation expenses shall mean reasonable additional costs necessarily incurred
   
   i) for travel and accommodation by up to two relatives, friends or close business associates of the insured person who on medical advice from a qualified medical practitioner are advised to travel to or remain with the insured person;
   
   ii) a) in transporting the insured person’s body or ashes for burial in the United Kingdom or in any other country;
   
   b) in transporting the insured person’s personal belongings (as defined in the Personal belongings section) back to the United Kingdom or to any other country; or
   
   c) for funeral expenses incurred in the burial or cremation of the insured person in the United Kingdom or in any other country (such expenses being limited to the amount shown in the cover summary).

   Specific condition
   Where funeral expenses for the burial or cremation of the insured person in the United Kingdom or in any other country are incurred, we will pay only one benefit either under this sub section or under Section A – Additional covers, Funeral expenses (if covered).

4. Emergency repatriation expenses
   If during a period of insurance the insured person becomes ill or sustains injury during a journey we will pay the policyholder in respect of emergency repatriation expenses.

   Specific definition
   Emergency repatriation expenses shall mean all reasonable costs necessarily incurred in repatriating the insured person to the most suitable hospital or to the insured person's home address in the United Kingdom provided that such repatriation or transportation is
   
   i) medically necessary; and
   
   ii) organised by Amlin Assistance.

   Specific conditions
   1. Amlin Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
   2. The policyholder or insured person must not make or attempt to make arrangements without the involvement and agreement of Amlin Assistance.
   3. Any repatriation must be organised by Amlin Assistance who will use the most appropriate method including, if necessary, the use of air services and arrange for qualified medical staff to accompany an insured person if required.
Section B - Travel

4. The policyholder will reimburse us in respect of all costs incurred in the event of repatriation services being provided by Amlin Assistance in good faith to any person not insured under this policy.

5. **Ongoing treatment as an inpatient following emergency repatriation**

   If, in the 12 months immediately following emergency repatriation to the United Kingdom as a result of injury or illness, the insured person requires ongoing medical treatment as an inpatient for the same injury or illness, we will pay the policyholder in respect of reasonable medical expenses necessarily incurred and arranged by Amlin Assistance up to the amount shown in the cover summary.

   Amlin Assistance will normally arrange for the insured person to be admitted to a NHS hospital for treatment. Private treatment will be considered only where it is deemed necessary e.g. where, in the opinion of Amlin Assistance, a NHS hospital cannot facilitate the insured person or provide the treatment within a reasonable period of time. (Where the insured person's country of domicile is not the United Kingdom admittance will normally be to the local equivalent of a NHS hospital).

   Amlin Assistance also includes the following services.
   1. Providing a 24 hour multi-lingual emergency medical assistance service.
   2. Guaranteeing the payment of overseas hospital and doctor's accounts outside the United Kingdom.
   3. Arranging overseas hospitalisation outside the United Kingdom and the monitoring of patients in co-operation with the attending local physician.
   4. When recommended by Amlin Assistance's Chief Medical Officer arranging for the insured person to be either
      a) repatriated to the United Kingdom; or
      b) transported to a nearer country including, when necessary, organisation of transport, medical escorts and the provision of special medical equipment guaranteeing the payment of overseas hospital and doctor's accounts.
   5. Arranging for the services of a local agent to provide assistance and advice.
   6. Organising the repatriation of human remains and arranging the necessary import/export documents.
   7. Liaising with United Kingdom general practitioners, hospital services and patient’s relatives.
   8. Assisting accompanying relatives of the patient by arranging and paying for additional accommodation and transport costs.
   9. Locating and despatching drugs, contact lenses, glasses, blood and medical equipment which are unavailable at the patient's location.

   **Search and rescue expenses**

   If during a period of insurance whilst on a journey outside the United Kingdom an insured person is reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where
   i) It is known or believed that the insured person may have sustained bodily injury or suffered illness, or
   ii) weather or safety conditions are such that it becomes necessary to do so in order to prevent the insured person from sustaining bodily injury or suffering illness.

   We will pay the policyholder up to the benefit amount shown in cover summary in respect of the necessary and reasonable costs incurred by Amlin Assistance or levied by recognised rescue or police authorities in searching for such insured person and for bringing them to a place of safety.

   **Specific conditions**
   1. The insured person must comply at all times with local safety advice and adhere to recommendations prevalent at the time.
   2. The insured person must not knowingly endanger either their own life or the life of any other insured person or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
   3. Amlin Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
   4. Where it is reasonable and practical to do so, the policyholder or insured person must make arrangements for search and rescue only with the involvement or agreement of Amlin Assistance.
   5. Expenses are only payable for the insured person's proportion of the search and rescue operation.
   6. Costs will only be covered up to the point where the insured person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
   7. A written statement from the appropriate rescue authorities involved in the search and rescue must be obtained and provided to us in the event of a claim.
   8. Where any event covered under this sub section is, or is subsequently found to be covered under the
      a) Medical or other travel expenses sub section;
      b) Political and natural disaster evacuation sub section;
      c) Hijack sub section; or
      d) Personal security specialist expenses sub section
      the benefit amount payable shall be in addition to any amount payable under such sub section.

**Exclusions applicable to Sub section 1**

We shall not be liable for
1. any expenses incurred where a journey is undertaken against the advice of a qualified medical practitioner or where the purpose of the journey is to receive medical treatment or advice.
2. any expenses which are recovered from any national insurance programme which is applicable to the insured person.
3. any expenses incurred twelve months after
Section B - Travel

1. Loss or damage
   Sub section 3 - Business equipment
   a) emergency repatriation to the United Kingdom in respect of expenses of ongoing medical treatment as an inpatient; or
   b) the time of the incurring of the first expense in respect of other expenses.

4. the amount of the excess shown in the cover summary.

5. treatment which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome unless it can be proved to the reasonable satisfaction of us and our medical advisors that this was contracted as a result of a blood transfusion or other medical treatment received for an unrelated injury or illness whilst on a journey.

6. any expenses in excess of 50,000 GBP incurred as the result of treatment to a child who has been born outside the United Kingdom during a journey
   a) while such child is under the age of six months; or
   b) unless, on the attaining of the age of six months, the child has been declared healthy by a qualified medical practitioner.

7. any expenses incurred by an insured person aged seventy five years or over whilst on a journey in excess of thirty days duration.

Sub section 2 - Personal belongings

1. Loss or damage
   If during a period of insurance the insured person sustains loss of or damage to personal belongings during a journey we will pay the policyholder, on behalf of the insured person, in respect of such loss or damage up to the amount shown in the cover summary for any one journey.

   Specific definition
   For the purpose of this extension, personal belongings shall mean personal articles which are the property of the insured person or property, other than business equipment or electronic business equipment (as defined under Section 3 – Business equipment), for which they are responsible and which are taken on or acquired during the journey.

2. Personal belongings delay
   If during a period of insurance access is denied to all or part of the insured person's personal belongings for more than four hours during any stage of a journey (other than the final return stage to the United Kingdom) for any reason outside the policyholder's or insured person's control we will reimburse the policyholder in respect of sums paid for the purchase of essential items of replacement clothing or toilet requisites up to the amount shown in the cover summary. Any amounts paid under this extension will be deducted from any subsequent amounts payable under personal belongings in respect of the same loss.

3. Loss or delay of home keys or car keys
   If during a period of insurance access is denied to the insured person's home keys or car keys for more than four hours after the insured person's disembarkation in the United Kingdom on completion of the final leg of their journey as a result of
   a). loss or theft of such keys occurring outside the United Kingdom; or
   b). delay of personal belongings containing such keys for any reason outside the policyholder’s or insured person’s control;
   We will pay the policyholder, on behalf of the insured person, up to the amount shown in the cover summary for reasonable and necessary costs incurred in
   i) having such keys or spare keys couriered to the insured person;
   ii) travelling to obtain spare keys; or
   iii) locksmiths charges in gaining access or replacing locks damaged in gaining access to the insured person’s home.

Sub section 3 - Business equipment

1. Loss or damage
   If during a period of insurance the insured person sustains loss of or damage to
   a) Electronic business equipment; or
   b) Other business equipment
   during a journey, we will pay the policyholder in respect of such loss or damage up to the amounts shown in the cover summary.

   Specific definition
   For the purpose of this extension
   a) business equipment shall mean any articles, other than electronic business equipment, used primarily for business purposes, which are the property of the policyholder and for which the insured person is responsible and which are taken on or acquired during the journey undertaken by the insured person.
   b) electronic business equipment shall mean electronic articles used primarily for business purposes, which are the property of the policyholder and for which the insured person is responsible and which are taken on or acquired during the journey undertaken by the insured person.
Section B - Travel

Specific exclusions applicable to Sub section 2 - Personal belongings and Sub section 3 - Business equipment

We shall not be liable for

1. loss of or damage to mechanically propelled vehicles or their accessories (whether such accessories are permanently fitted to such vehicle or not);
2. loss of any items left in a motor vehicle unless kept out of sight in a locked boot or compartment or under the purpose built luggage cover of an estate or hatchback car;
3. loss or corruption of or damage to software, information or data contained in any computer, tapes, media or other electronic equipment or device or any indirect loss arising therefrom;
4. loss or damage due to
   a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration;
   b) inherent mechanical or electrical failure, breakdown or derangement; or
   c) any process of cleaning, restoring, repairing or alteration;
5. more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set;
6. loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained;
7. loss or damage to any items sent as freight or under an airway bill or bill of lading;
8. loss due to confiscation or detention by customs or any other authority;
9. any items of household furniture, household appliances or household equipment;
10. theft of electronic business equipment not involving forcible or violent means;
11. loss or damage to electronic business equipment which is insured under any other insurance policy;
12. loss of money as defined in the Money section; or
13. the amount of the excess (if any) shown in the cover summary for electronic business equipment and business equipment.

Specific conditions applicable to Sub section 2 - Personal belongings and Sub section 3 - Business equipment

1. On the happening of any loss or damage we shall be entitled
   a) to take and keep possession of any article and to deal with salvage in a reasonable manner.
   b) at our own option to repair or replace any article for which we are liable.
2. In the event of total loss or destruction of any article of personal belongings the basis of settlement shall be the cost of replacing the article as new provided that
   a) the replacement article is substantially the same but not better than the original article when new;
   b) proof of purchase or ownership is provided for articles valued in excess of GBP500; and
   c) the receipt for the replacement item is provided.
3. In the event of total loss or destruction of any article of business equipment or electronic business equipment the basis of settlement shall be the market value of the article at the date of loss taking into account wear, tear and depreciation.
4. In respect of any one insured person the benefit amount shall not be reduced by the amount of any loss during any one journey and no additional premium shall be payable for such automatic reinstatement of cover.
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Sub section 4 - Money

1. Loss or damage
   If during a period of insurance the insured person sustains loss or damage to money during a journey, or during the one hundred and twenty hours immediately before commencement or subsequent to completion of the journey, we will pay the policyholder, on behalf of the insured person, in respect of such loss up to the amount shown in the cover summary for any one journey.

   Specific definition
   For the purpose of this extension, money shall mean coins or bank notes (cash), postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, promotional vouchers, petrol coupons or other prepaid coupons which belong to or are in the custody and control of an insured person and are intended for travel, meals, accommodation and personal expenditure only.

2. Financial card misuse
   If during a period of insurance the policyholder or insured person sustains financial loss directly as a result of a financial card being lost or stolen during a journey and subsequently being used fraudulently by any person other than
   a) the insured person;
   b) a member of the insured person's family; or
   c) an employee of the policyholder where the financial card is issued on behalf of the policyholder.

   We will compensate the policyholder, or pay the policyholder on behalf of the insured person, for such loss up to the amount shown in the cover summary for any one journey.

   Specific provision
   The policyholder or the insured person must comply fully with all the terms and conditions under which such card has been issued.

3. Emergency replacement of passport, visa, travel documents or driving licence
   If during a period of insurance and during a journey the insured person sustains loss or theft of or damage to
   a) their passport, visa or other essential travel documents we will pay the policyholder or insured person for fees charged and any reasonable additional travel or accommodation expenses incurred in replacing them; or
   b) their driving licence or international driving licence we will pay the policyholder or insured person in respect of fees charged by the appropriate authorities in obtaining any official temporary driving licence or replacement licence up to the amount shown in the cover summary for any one insured person.

Specific condition

1. In respect of any one insured person the benefit amount shall not be reduced by the amount of any loss during any one journey and no additional premium shall be payable for such automatic reinstatement of cover.

Specific exclusions

We shall not be liable for

a) loss or theft of a financial card or loss or theft of or damage to passport, driving licence or other travel documents not reported to the police or appropriate authorities within forty-eight hours of discovery or earlier if required by the card issuer.

b) loss due to confiscation or detention by customs or any other authority.

c) loss due to devaluation of currency or shortages due to errors or omission during monetary transaction.

Sub section 5 - Disruption

1. Cancellation, alteration, curtailment, replacement or rearrangement expenses
   If during a period of insurance an insured person is forced to
   a) cancel any journey before the commencement of that journey;
   b) alter the itinerary or curtail any part of a planned journey;
   c) be replaced by another employee during a journey; or
   d) rearrange the journey
   as the direct and necessary result of any cause outside of the control of the policyholder or the insured person, we will pay the policyholder for cancellation expenses, alteration of itinerary or curtailment expenses, rearrangement expenses or replacement expenses incurred up to the amount shown in the cover summary for any one journey.

Specific definitions

For the purpose of this extension

a) aggregate limit shall mean the maximum amount shown in the cover summary we will pay overall for cancellation expenses, alteration of itinerary, curtailment expenses, rearrangement expenses or replacement expenses, for all insured persons in respect of any one journey or travelling to any one event.

b) alteration of itinerary or curtailment expenses shall mean
   i) loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract; and
   ii) additional travel and accommodation expenses.
Section B - Travel

2. Travel delay

If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the insured person has arranged to travel as part of a journey is delayed for at least 4 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, sea vessel or publicly licensed conveyance we will pay the amounts shown in the cover summary in respect of any one insured person.

Specific conditions

1. If any journey has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are irrefundable as a result of cancellation, alteration of itinerary, curtailment or rearrangement we shall pay the policyholder up to the cost of an equivalent journey up to the maximum amount shown in cover summary of any one insured person.

2. If the aggregate amount payable exceeds the aggregate limit, the amount payable for each insured person shall be proportionately reduced until the total of all benefits does not exceed the aggregate limit. Where more than one cover summary showing benefits has been issued by us in the name of the policyholder, one aggregate limit per journey or event, the highest aggregate limit shall apply over all.

Specific exclusions

We shall not be liable for

1. any expenses where a journey is undertaken against the advice of a medical practitioner or where the purpose of the journey is to receive medical treatment or advice;
2. any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the policyholder or insured person;
3. any expenses incurred as a result of disinclination of an insured person to travel or, if on a journey, disinclination to continue;
4. any expenses incurred where a journey is cancelled as a result of redundancy or resignation of the insured person or of the termination of the insured person's employment within 31 days of the commencement of a pre-booked journey;
5. any expenses incurred where a journey is curtailed, altered or rearranged or where an insured person must be replaced as a result of redundancy or resignation of the insured person or of the termination of the insured person's employment once a journey has commenced;
6. any expenses incurred as result of adverse changes in the policyholder's or an insured person's financial circumstances;
7. any expenses incurred as a result of regulations or order made by any Public Authority or Government;
8. any expenses incurred as a result of strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the insured trip was booked;
9. any amount in excess of the aggregate limit;
10. (applicable to Travel delay sub section only)
   a) any delay where the insured person failed to
      i) check in according to the itineray supplied unless the failure was itself due to strike or industrial action; and
      ii) obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay.
   b) withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other publicly licensed conveyance on the orders or recommendation of the manufacturer, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country,
   c) the policyholder or the insured person cancelling the journey and being eligible for compensation for cancellation expenses.

c) cancellation expenses shall mean loss of deposits or charges for advance payments for travel or accommodation or other charges which have not been or will not be used but which become forfeit or payable under contract.

d) rearrangement expenses shall mean all reasonable travel and accommodation costs incurred in sending the original insured person to complete the curtailed journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used in the original journey.

e) replacement expenses shall mean all reasonable travel and accommodation costs incurred in sending a replacement employee to complete the original journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used by the original insured person.

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Sub section 6 - Personal liability

1. If the insured person becomes legally liable to pay damages in respect of
   a) accidental bodily injury (which shall include death, illness and disease) to any person; or
   b) accidental loss of or damage to material property

   occurring during the period of insurance and arising out of the journey, we will pay the insured person for all such
   damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or
   original cause up to the amount shown in the cover summary.

2. We will also pay
   a) all costs and expenses recoverable by a claimant from the insured person;
   b) all costs and expenses incurred with our written consent;
   c) solicitors’ fees for representation at any coroner’s inquest or fatal accident enquiry or in any Court of Summary
      Jurisdiction - except that in respect of occurrences happening in or claims or legal proceedings brought or
      originating in the United States of America and Canada or any other territory within the jurisdiction of either such
      country, costs and expenses described in a), b) and c) above are deemed to be included in the amount shown in
      the cover summary.

Specific conditions

1. No admission, offer, promise or compensation shall be made without our consent. We shall be entitled to take
   over and conduct in the insured person’s name the defence or settlement of any claim or to prosecute in the
   insured person’s name for our own benefit any claim for compensation or damages or otherwise and shall
   have full discretion in the conduct of any proceedings and in the settlement of any claim and the insured person
   shall give all information and assistance as we may require. Every letter, claim, writ, summons and process shall
   be forwarded to us on receipt. Written notice shall be given to us immediately the insured person shall have
   notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under
   this sub section.

2. We may at any time pay to the insured person in connection with any claim or series of claims the amount
   shown in the cover summary (after deduction of any sums already paid as compensation) or any lesser amount
   for which such claim can be settled and upon such payment being made, we shall relinquish the conduct and
   control of and be under no further liability in connection with such claim except for the payment of costs and
   expenses recoverable or incurred before the date of such payment.

3. The insured person shall as though they were the policyholder observe, fulfil and be subject to the terms,
   specific exclusions and specific conditions of this sub section.

Specific exclusions

This sub section does not apply to

1. liability in respect of bodily injury to any person who is
   a) under a contract of service or apprenticeship with the policyholder or insured person when such
      injury arises out of and in the course of their employment by the policyholder or insured person; or
   b) a member of the insured person’s family.

2. liability in respect of loss of or damage to property belonging to or held in trust by or in the custody or control of
   the insured person other than temporary accommodation occupied by the insured person in the course of a
   journey.

3. liability in respect of bodily injury, loss or damage caused directly or indirectly in connection with the
   ownership, possession or use by the insured person, their servants or agents of
   a) mechanically propelled vehicles (other than golf buggies used on golf courses and not on public
      roads);
   b) aircraft, hovercraft, watercraft (other than non mechanically powered watercraft less than 30 feet in
      length used on inland waters); or
   c) firearms (other than sporting guns).

4. liability in respect of bodily injury, loss or damage arising directly or indirectly in connection with
   a) the ownership, possession or occupation of land or buildings, immobile property or caravans other
      than temporary accommodation occupied by the Insured person in the course of a journey;
   b) any wilful or malicious act; or
   c) the carrying on of any trade, business or profession.

5. any liability assumed by the insured person under any contract or agreement unless such liability would have
   attached in the absence of such contract or agreement.

6. any liability directly or indirectly occasioned by the happening through or in consequence of war in the United
   Kingdom, Channel Islands, Isle of Man or country of domicile.

7. punitive or exemplary damages.
Section B - Travel

Sub section 7 - Legal expenses

1. If during a period of insurance and whilst undertaking a journey an insured person sustains accidental bodily injury or illness which is caused by a third party we will compensate the policyholder, or pay the policyholder on behalf of the insured person, up to the amount shown in the cover summary to cover legal expenses arising out of any one claim.

2. Travel and accommodation expenses to attend court

In the event that a court requires an insured person to attend in connection with an event giving rise to an action under this sub section, we will also pay the policyholder, or pay the policyholder on behalf of the insured person, up to a maximum of the amount shown in the cover summary for each insured person in respect of additional travel and accommodation expenses.

Specific definitions

For the purpose of this sub section

i) legal expenses shall mean
a) fees, expenses, costs and expenses of expert witnesses and other disbursements reasonably incurred by the legal representatives in pursuing a claim or legal proceedings for damages or compensation against a third party who has caused accidental bodily injury to, or illness of an insured person or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; or
b) costs for which an insured person is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any claim or legal proceedings.

ii) legal representatives shall mean the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person, firm or company appointed to act on behalf of the policyholder or insured person.

iii) any one claim shall mean all claims or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

Special conditions

1. Legal representatives must be qualified to practise in the courts of the country where the event giving rise to the claim occurred or where the proposed defendant under this sub section is resident.

2. We shall at all times have complete control over the legal proceedings. Outside the European Union, the selection, appointment and control of legal representatives shall rest with us. Within the European Union, the policyholder does not have to accept the legal representatives chosen by Amlin UK. The policyholder has the right to select and appoint legal representatives after legal proceedings have commenced subject to our agreement to the legal representatives fee or charging rates. If there is a disagreement over this choice of legal representatives the policyholder can propose legal representatives by sending us the proposed legal representatives’ name and address. We may choose not to accept the policyholder’s proposal but only on reasonable grounds.

We may request, at the policyholder's discretion, to nominate alternative legal representatives. In the meantime, we may appoint legal representatives to protect the insured person’s interests.

3. The policyholder, the legal representatives and the insured person must co-operate fully with and ensure that we are fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. We are entitled to obtain from the legal representatives any information, document or advice relating to a claim or legal proceedings under this insurance. On request the insured person will give to the legal representatives any instructions necessary to ensure such access.

4. Our authorisation to incur legal expenses will be given if an insured person can satisfy us that
a) there are reasonable grounds for pursuing or defending the claim or legal proceedings and the legal expenses will be proportionate to the value of the claim or legal proceedings; and
b) it is reasonable for legal expenses to be provided in a particular case.

The decision to grant authorisation will take into account the opinion of the legal representatives as well as that of our own advisers. If there is a dispute, we may request, at the policyholder’s expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the claim is admitted, an insured person’s costs in obtaining this opinion will be covered by this insurance.

5. If there is any dispute, other than in respect of the admissibility of a claim on which our decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the Law Society of England and Wales. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in our favour, the policyholder’s costs shall not be recoverable under the insurance.

6. We may at our discretion assume control at any time of any claim or legal proceedings in the name of the insured person for damages or compensation from a third party.

7. Any legal expenses incurred without our written agreement shall entitle us to withdraw cover immediately and to recover any fees or expenses paid to the policyholder on behalf of the insured person.
8. We may at our discretion require the insured person to obtain at their expense an opinion of a barrister agreed by the insured person and us as to whether or not there are reasonable grounds for continuing to pursue or defend any claim or legal proceedings. We will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the claim or legal proceedings.

9. We may at our discretion offer to settle a claim with the policyholder which we consider to be reasonable instead of initiating or continuing any claim or legal proceedings for damages or compensation against a third party and any such settlement will be in full and final settlement of any one claim under this insurance.

10. We may at our discretion offer to settle a counter claim against the insured person which we consider to be reasonable instead of continuing any claim or legal proceedings for damages or compensation by a third party.

11. The policyholder shall be responsible for the repayment to us of all sums paid by us in respect of the legal expenses where
   a) an award of costs is made in favour of the insured person in the claim or legal proceedings; or
   b) costs are agreed to be paid to the insured person as part of any settlement of the claim or legal proceedings.

12. If a conflict of interest arises, where we are also the insurers of the third party or proposed defendant to the claim or legal proceedings, the policyholder or the insured person has the right to select and appoint other legal representatives in accordance with the terms of this insurance.

13. If at the request of the insured person, legal representatives cease to continue acting for the insured person we shall be entitled to withdraw cover immediately or agree with the policyholder to appoint other legal representatives in accordance with the terms of this insurance.

Specific exclusions

In respect of each claim under this insurance we will not pay for

1. any claim reported to us more than 12 months after the beginning of the incident which led to the claim.

2. any claim where it is our opinion that the prospects for success in achieving a reasonable settlement are insufficient or where the laws, practices or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the claim.

3. legal expenses incurred before receiving our prior authorisation in writing unless such costs would have been incurred subsequent to our authorisation.

4. legal expenses incurred in connection with any criminal or wilful act.

5. legal expenses incurred in the defence against any civil claim or legal proceedings made or brought against the insured person unless as a counter claim.

6. fines, penalties, compensation or damages imposed by a court or other authority.

7. legal expenses incurred for any claim or legal proceedings brought against
   a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an arbitration scheme or complaint procedure;
   b) us or our agents; or
   c) the policyholder.

8. actions between insured persons or pursued in order to obtain satisfaction of a judgement or legally binding decision.

9. legal expenses incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.

10. legal expenses chargeable by the legal representatives under contingency fee arrangements.
Section B - Travel

Sub section 8 - Political and natural disaster evacuation

1. If during the period of insurance whilst the insured person is travelling on a journey outside the United Kingdom an insured event occurs, we will pay the policyholder for evacuation expenses or accommodation expenses up to the amount stated in the cover summary.

Specific definitions
For the purpose of this extension
a) accommodation expenses shall mean the reasonable costs of alternative accommodation necessarily incurred by the policyholder or the insured person where it is not possible to evacuate the insured person to the United Kingdom or nearest place of safety.
b) aggregate limit shall mean the maximum amount shown in the cover summary that we will pay for any one insured event or all insured events occurring during any one period of insurance. Where more than one cover summary showing benefits has been issued by us in the name of the policyholder, the highest of all the aggregate limits shall apply overall.
c) evacuation expenses shall mean
   i) the costs of additional accommodation, transportation and other expenses reasonably and necessarily incurred by the policyholder or the insured person in evacuating the insured person to the United Kingdom or the nearest place of safety and returning when the situation has stabilised and when the local authorities advise it is safe to do so.
   ii) salary costs of the insured person during the period of dislocation.
d) insured event shall mean
   i) the British Government, through its Foreign and Commonwealth Office, issue a travel advice for a particular country or region in which the insured person is travelling, recommending that certain categories of person, which includes the insured person, should leave that country or region; or
   ii) local authorities
      a) declare a state of emergency necessitating immediate evacuation;
      b) formally recommend or instruct that the insured person or certain categories of person, including the insured person, should leave that country or region for safety reasons; seize, confiscate or expropriate the policyholder's property or the insured person's property; or
      c) expel the insured person or declare the insured person persona non grata.
e) local authorities shall mean any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the insured person is travelling.

Specific conditions
1. Where the insured person is entitled to a refund on an unused ticket, we shall be entitled to deduct the value of the unused portion from any claim.
2. Amlin Assistance must be informed immediately of any insured event or as soon as reasonably possible thereafter.
3. If the total of all claims under this sub section in any period of insurance exceeds the aggregate limit, the amount payable for each insured person shall be proportionately reduced until the total does not exceed the aggregate limit.

Specific exclusions
We shall not be liable to pay any claim

1. if the policyholder or the insured person has violated the laws or regulations of the country where the insured event occurs;
2. if the insured person fails to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the country where they are on a journey;
3. for accommodation or evacuation expenses incurred more than 30 days before or after an insured event;
4. if property of the policyholder or insured person is repossessed by a titleholder or other interested party, to satisfy any debt, insolvency, financial failure or other financial obligation of the policyholder or insured person;
5. if the policyholder or the insured person fails to honour any contractual obligation, bond or specific performance condition in a licence;
6. if the insured person is a national of the country in which the insured event occurs;
7. if the conditions leading to the insured person's departure were in existence before the insured person entering the country or where such conditions were reasonably foreseeable before the insured person entering the country on an insured journey;
8. for more than one event in any one period of insurance;
9. for any amount in excess of the aggregate limit.
Section B - Travel

Sub section 9 – Hijack

1. If during a period of insurance and during a journey the conveyance in which the insured person is travelling is hijacked we will pay the amount shown in the cover summary for each complete day that an insured person is forcibly or illegally detained up to the maximum amount shown in the cover summary.

Specific definitions
For the purpose of this extension, hijack shall mean unlawful seizure or taking control of an aircraft or conveyance in which the insured person is travelling.

Sub section 10 - Personal security specialist expenses

1. If during a period of insurance and during a journey the insured person becomes involved in a life threatening situation, we will pay the policyholder for security specialist expenses incurred by Amlin Assistance in extricating the insured person from such situation up to the aggregate limit shown in the cover summary.

Specific definitions
For the purpose of this extension
a) aggregate limit shall mean the maximum amount shown in the cover summary that we will pay for all security specialist expenses in any one period of insurance. Where more than one cover summary showing benefits has been issued by us in the name of the policyholder, the highest of all the aggregate limits shall apply overall.

b) life threatening situation shall mean any situation occurring outside the United Kingdom where Amlin Assistance agree that the insured person’s life is in danger.

c) security specialists shall mean the security specialists appointed through Amlin Assistance.

d) security specialist’s expenses shall mean the reasonable and necessary costs of, and costs and expenses incurred by, security specialists.

Specific conditions

1. Amlin Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.

2. The policyholder and insured person must provide Amlin Assistance with all information in a timely manner and must not make or attempt to make arrangements without the reasonable involvement and agreement of Amlin Assistance.

3. Any extrication must be organised by Amlin Assistance who will use the most appropriate method including, if necessary, the attendance of a security specialist to accompany an insured person if required.

4. The policyholder will reimburse us in respect of all costs incurred in the event of security services being provided Amlin Assistance in good faith to any person not insured under this policy.

5. If the total of all claims under this sub section in any period of insurance exceeds the aggregate limit, the amount payable for each insured person shall be proportionately reduced until the total does not exceed the aggregate limit.
Section B - Travel

Specific exclusions

We will not pay any claim for security specialist expenses

1. incurred in any country or region or that part of a country or region where
   a) before the commencement of the journey, warnings were issued by Amlin Assistance or the Foreign and Commonwealth Office against all travel to such country or region or part of such country or region;
   b) after commencement of a journey, warnings to leave or evacuate had been given by Amlin Assistance or the Foreign and Commonwealth Office and such warnings had not been heeded by the insured person in a timely manner; or
   c) the policyholder or insured person deliberately exposes themselves to undue peril.

2. which exceed the aggregate limit.

3. where the life threatening situation was due to any
   a) unpaid debt of; or
   b) a fraudulent, dishonest or criminal act committed or attempted by the insured person or the policyholder.

4. incurred within the United Kingdom.

5. incurred where the insured person was on a journey exceeding 30 days duration.

6. incurred in relation to hijack or kidnap.

7. or any sums the policyholder becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the policyholder in defence of such action, as the result of alleged negligence or incompetence in extrication from the life threatening situation or alleged negligence in not preventing the involvement of the insured person in such a situation.
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, damage, accident or injury that happens during the period of insurance for which you have paid or agreed to pay the premium.
**General information**

**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 pages MT 8.
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@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

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 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
General information

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.

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.
General 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.

Buildings
a) buildings being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the schedule.
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).

Business
The business stated in the cover summary.

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.

Consequential loss
Loss due to a reduction in turnover or increase in cost of working resulting from interruption of or interference with the business carried on by you at the premises in consequence of an incident as defined in section 2 - Business interruption.

Contents
The contents situated at the buildings including
a) tenants improvements, alterations and decorations.
b) patterns, models, moulds, plans or designs but not exceeding £500 any one item or set of items.
c) i) documents, manuscripts and other business books but only for their value as stationery plus the clerical cost of reproducing them; or
   ii) computer systems records but only for the cost of the materials and of clerical labour and computer time expended in reproducing them and not exceeding £10,000 in total but excluding any expense in connection with the production of information to be recorded therein and provided not otherwise insured.
d) personal effects of any director, partner, employee, customer or visitor but not exceeding £250 for any one pedal cycle and £750 for all other personal effect in respect of any one person.
e) portable tools belonging to any director, partner or employee but only up to the limit shown in the cover summary.

Contents excludes
i) landlord’s fixtures and fittings.
ii) stock.
iii) any motor vehicle.
iv) any contents more specifically insured.
v) money.

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 excess, endorsements and conditions applying.

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

Defined covers
Covers 1 – 7 and 9 as described in page MT11-13.

Employee
Any person who is
a) employed 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.
General definitions

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 3).

Forecourt facilities  
Any fuel, air, or water installation, static oil or underground fuel tank, water tower or vending machine on the forecourt at the premises but excluding  
a) the contents of any of these items.  
b) control equipment consoles and the like relating to such installations, but located away from the installation in any building.

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.

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.

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, saving 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.

Motor vehicle  
Any mechanically propelled mobile vehicle, trailer or agricultural implement belonging to you or for which you are responsible including  
a) accessories and parts which are temporarily detached either for safekeeping or to facilitate the alteration, servicing, repair, inspection or treatment of such vehicle.  
b) devices which are temporarily attached for security purposes but excluding steam driven vehicles, aircraft, hovercraft or watercraft and components of such vehicles or craft.

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.

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.

Premises  
The premises stated in the cover summary.

Private car  
Any private car, estate car, utility car or vehicle designed to carry passengers with not more than eight seats.

Specified property  
Tobacco, cigarettes, cigars, wines, spirits, jewellery, furs, precious metals or stone, works of art, audio or video equipment cassettes or discs.

Stock  
Stock and material in trade, work in progress and finished goods your property or for which you are responsible.

Tenants' improvements  
Decorations, alterations and improvements to the buildings including landlords fixtures and fittings for which you are responsible as tenant and not as the owner.
General definitions

Territorial limits
England, Scotland, Wales, Northern Ireland the Channel Islands and the Isle of Man. This definition will not apply to section 4 – Trade all risks, section 8 - Employers liability, section 9 – Public/products liability, section 10 – Motor road risks and their extensions where different territorial limits are shown.

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
Any building or part of any building which is unoccupied or not in use by you or any tenant of you for more than thirty consecutive days.

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.

For the purpose of indemnity in respect to insured vehicles under Section 10 - Motor Road Risks “you” shall include any person or persons entitled to drive as described in paragraph 6 of the current certificate of motor insurance.
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 Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance.

3. Average
   If, at the commencement of any damage, a sum insured or limit under any item which is declared to be subject to average is less than the value of the property covered by that item, you shall be considered as being your own insurer for the difference and shall bear a rateable proportion of any loss accordingly.

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. Cancellation
   (Not applicable to section 10 – Motor road risks)
   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 10; 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.
General conditions

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 road risks 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.

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.

13. 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.

14. 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 exclusively shall have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

15. Tax
You will pay any tax due on the premium in accordance with current legislation.

16. Your rights
You may cancel this policy in the first year of insurance during the 14 days after the contract has been concluded by giving notice in writing to your broker at the address shown in their correspondence or to us at the address shown on your policy cover summary. This right does not apply at the first or any subsequent renewal of the policy.
You will only have this right provided that there have been no
a) claims made under the policy for which we have made a payment;
b) claims made under the policy which are still under consideration; or
c) incidents likely to give rise to a claim but which are yet to be reported to us.

We will give a refund for the proportionate part of the premium paid in respect of the unexpired period of insurance.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund of the premium will be given.

17. Security of unoccupied property
It is a condition precedent to our liability that in respect of property unoccupied for more than 30 days the following conditions are complied with.

a) The gas, electricity (other than power required for an intruder alarm or fire alarm system) and water supplies are turned off at the mains and all water pipes, apparatus and tanks are drained down.
b) All devices for preventing access to the buildings are in full and effective operation at all times.
c) The premises and yards are clear of all waste materials and redundant contents.
d) All accessible windows and doors are securely boarded over.
e) The letter box is permanently sealed shut or a non combustible receptacle is permanently fixed to the letter box.
f) The premises are inspected at least once a week by a responsible person to ensure that there is no deterioration in the fabric of the building and that compliance with conditions a) - e) continues.

18. Minimum security condition
It is a condition precedent to our liability that

a) all external doors at the premises and any internal doors leading to other premises must be secured by mortise deadlocks and box striking plates which conform to British Standard 3621 specification or by other locking devices agreed by us; and
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.

Any door or window officially designated a fire exit by the fire authority is excluded from this condition.
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. Not applicable to section 3 Money part 2 - Personal injury (robery)
   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 Money part 2 - Personal injury (robery), section 8 - Employers' liability and 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

This policy does not cover the following.

1. 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 from it or any legal liability of whatsoever nature directly or indirectly caused by, contributed to or arising from
   i) ionising radiation 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 its nuclear component; or
   iii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

NOTE
1) When related to section 8 – Employers’ liability paragraphs i) and ii) 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.
   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.
   Money, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books or works of art;
   goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, explosives, video tapes or cassettes for sale or hire;
   property in transit; or
   patterns, models, moulds, plans and designs
   unless specifically mentioned.

7. Not applicable to section 8 - Employers’ liability
   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 other loss caused by terrorism is not covered by this policy, the burden of proving that such damage or loss is covered shall be upon you.

8. Damage or loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot and civil commotion.

9. Any liability caused by or arising out of pollution apart from that specified under section 1 – Material damage, section 2 - Business interruption or section 9 – Public/products liability.

10. Not applicable to Section 8 – 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.
General exclusions

11. Not applicable to Section 8 – Employers’ liability or Section 9 - Public/products liability

*Damage* or consequential loss directly or indirectly occasioned by or happening through or in consequence of computer virus or from erasure, corruption or alteration of electronic data.

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

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic, 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 or interruption of or interference with the business not otherwise excluded which results from any of the following covers.

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.

General contents
  Machinery, plant, fixtures and fittings, 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.

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

Property insured
  Buildings, general 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.
  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.

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.

Reinstatement
  1.  The rebuilding or replacement of property lost or destroyed which may be carried out
       a)  in any manner suitable to you; or
       b)  on another site
           provided our liability is not increased; and
  2.  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.

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

Structural attachments
  Radio and television aerials, satellite dishes, closed circuit television equipment, security lighting and alarm sounders together with their mounting poles and brackets which are permanently fixed to the exterior of a building at the premises.

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 schedule.

We will not pay in any one period of insurance more than
  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)  any heating process or any process involving the application of heat.
      iii)  explosion of non – domestic steam pressure machinery or equipment under your control.
Section 1 - Material damage

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.
   iv) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied** or not in use for more than 30 days.

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 (other than **motor vehicles**), 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 (other than **motor vehicles**), 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.
   ii) in respect of any **building** which is **unoccupied** or not in use for more than 30 days.

8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **damage** caused by
   i) freezing whilst the **building is unoccupied** or not in use for more than 30 days.
   ii) 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.
        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 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, 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 (other than **motor vehicles**), fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
        b) vehicles (other than stock of **motor vehicles**), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft (including accessories).
        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.
Section 1 - Material damage

11. a) **Glass breakage** at the premises all being plain sheet or plain plate glass unless stated otherwise in the schedule 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 11. a) provided that our liability shall not exceed £10,000 in total.

12. **Breakage of fixed sanitaryware** but not breakage or damage
   i) in vehicles, vending machines or to **stock**.
   ii) in any building which is **unoccupied** or not in use for more than 30 days unless specifically agreed by us.
   iii) in transit or while being fitted.
   iv) 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.
   v) existing prior to the start of the **period of insurance**.
   vi) of neon and illuminated signs and electric light fittings.
   vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
   viii) of bulbs or tubes unless the signs or fittings are also damaged.
   ix) caused by fire or explosion.

13. **Theft or attempted theft** but not
   i) a) **damage** to **property insured** (other than forecourt facilities, structural attachments or **any motor vehicle**) at the premises which does not involve entry to or exit from a building by violent or forcible means; or
   b) **damage** which does not involve actual or threatened assault or violence.
   ii) loss from any part of the **building** not occupied by you for the purpose of the business.
   iii) loss from the open or from any outbuilding not communicating with the main **building** unless otherwise specified.
   iv) **damage** to property in transit.
   v) **damage** to **money** and securities of any description.
   vi) **damage** to **stock**.
   For the purpose of this cover **building** does not include walls, gates, fences, yards, car parks, roads, pathways and loading bays.

14. **Subsidence**, ground heave or landslip of any part of the site on which the property stands but not **damage**
   i) to yards, car parks, 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 prior to 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, groundwork, 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 schedule.
Section 1 - Material damage

Clauses

1. Reinstatement conditions
   Subject to the following special conditions, the basis upon which the amount payable in respect of buildings, general contents and forecourt facilities is to be calculated shall be the reinstatement of the property insured suffering damage.

   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.

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

2. 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 insured is not otherwise insured;
   b) this extension applies only to damage occurring within the territorial limits; 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 10% of sum insured or £15,000 whichever is the lesser.
   B. Stock (excluding goods held in trust) at any location used by you for storage subject to a limit of £15,000 or 10% of the stock sum insured whichever is the lesser at any one location or £30,000 in total.
   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 subject to a limit of £15,000 or 10% of the sum insured whichever is the lesser.

3. Additional costs following theft
   We will indemnify you in respect of
   a) the reasonable costs incurred in 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 expenses incurred in necessarily replacing locks to buildings, sales or strongrooms at the premises following theft (if insured) of keys from the building or the residence of you or any of the keyholders up to £1,000.

4. Replacement locks and keys – vehicles
   We will indemnify you in respect of the cost of replacing the affected locks, key or key card, the remote control transmitter and central locking interface, affected parts of engine control unit, alarm or immobiliser in the event of theft of the keys, key card or remote control transmitter of a motor vehicle insured or if the keys, key cards or transmitters are lost.
   We will not indemnify you unless there is reasonable belief that
   a) the key, key card or remote control transmitter is in the possession of someone other than you; and
   b) that person will know the identity or garaging address of the motor vehicle.

   We will not pay for more than £50,000 in respect of all losses occurring during any one period of insurance.

5. Clearing of drains
   We will cover 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.

6. 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;
Section 1 - Material damage

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

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; or
d) boarding up

those parts of the property insured damaged by any cover insured.

We will not pay

i) more than the sum insured for each item; or

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; or
   b) arising from pollution or contamination of property not insured by this policy.

Professional fees

The sum insured for each item on buildings, general contents and forecourt facilities includes an amount for professional fees necessarily and reasonably incurred in the reinstatement of the property insured but not for preparing any claim.

We will not pay more than the sum insured for each item.

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.

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 as a result of theft (if insured) automatic reinstatement shall apply once in each period of insurance.

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.

Workmen and alteration to the premises or business

Workmen and tradesmen are allowed in or about the premises for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance, but we have insured you on the basis of information supplied and cover under this policy will cease if
Section 1 - Material damage

a) there are changes to the premises or the building in which it is located or to your business which may increase the risk of damage, liability, accident or injury; or
b) there are changes in the occupancy or use of the premises.

13. 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 buildings insured or buildings, forecourt facilities or general contents acquired or constructed at any premises but not increases in value anywhere within the territorial limits.

We will not pay under this clause in any one situation more than 15% of the sum insured on buildings and general contents or £500,000 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.

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. Risk protections
a) Automatic fire alarm
   It is a condition precedent to our liability that you:
   1. make a weekly test for the purpose of checking the condition of the batteries, the brigade connection and all detector circuits;
   2. obtain promptly a quarterly report from the installing engineers and remedy any defect revealed and make the report available to our representatives when required;
   3. 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;
   4. ensure that the system is serviced and maintained under contract at least annually by a Company accepted to and agreed by us;
   5. notify us immediately of removal of any automatic fire alarm installation for which a discount has been allowed and 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.

b) Sprinkler installations
   It is a condition precedent to our liability that you maintain the automatic sprinklers in full working order at all times and you must:
   i) 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.
   ii) 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.
   iii) 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.
   iv) test every day (holidays excepted) to check the condition of the circuit between the alarm switch and the control panel.
   v) 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 or beyond your control.

c) 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.

17. Stock declaration
The insurance by the item(s) indicated in the cover summary is subject to the following.
Section 1 - Material damage

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.

18. Additional metered water charges
   a) The insurance covers additional metered water charges you incur as a result of damage by an insured cover to the water installation at the premises insured by this policy.
   b) 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.
   c) This extension is not subject to any condition of average.
   d) We will not pay more than £10,000 in the aggregate in any one period of insurance.

19. Temporary repairs and expediting costs
   We will, at our option, indemnify you in respect of the additional costs necessarily and reasonably incurred in making temporary repairs or accelerating repairs in the event of damage to items shown in the schedule.
   We will not pay more than £25,000 in respect of any one loss.

20. Seasonal increases
   The sum insured for Item 2 - Own vehicles in the cover summary is increased by 30% during the months of February, March, August and September.

21. 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; and
   c) damage to lawns, trees, shrubs and gardens caused by extinguishing operations.
   We will not pay more than £10,000 in respect of any one occurrence.

22. 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 will not pay more than £10,000 or 10% of the sum insured by this section whichever is the lesser.

23. Contents of customers' vehicles
   We will pay for damage to the contents of customers' vehicles while in the premises or risk address shown in schedule.
   We will not pay more than £1,000 in respect of any one vehicle.

24. Replacement as new
   If within one year of registration as new
   a) any motor vehicle; or
   b) any private car or motorcycle owned by or registered in the name of your customer is lost by theft and not recovered within 28 days of the date on which the theft is first reported to us or damaged to the extent that the estimated cost of repairs including Value Added Tax exceeds 50% of its list price including taxes at the time of damage, we will at your request, and subject to the agreement of any other interested party known to us, replace it by a new motor vehicle of the same manufacture and model subject to availability.
   On payment being made under this extension, the lost or damaged vehicle shall become our property.

25. Property in transit
   The insurance extends to include property in transit up to £1,000 but excluding
   i) employees' tools;
   ii) the contents of customers' vehicles; and
   iii) personal property in any other vehicle.
Section 1 - Material damage

26. **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.

**Optional clauses**
The optional clauses below apply only when the clause number is specified in the schedule.

1. **Index linking**
The relevant sums insured will for renewal purposes be adjusted to take into account movement in appropriate cost indices selected by us.

2. **Day one basis (non-adjustable)**
The insurance by the item(s) indicated in the cover summary is subject to the following.
   a) 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:
      i) the additional cost of reinstatement to comply with public authority requirements;
      ii) professional fees; and
      iii) debris removal costs.
   b) At the beginning of each period of insurance, you shall notify us of the declared value of the property insured by each of the items. 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.
   c) 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 sums insured shall be limited to 115% of the declared values.

3. **Deterioration of refrigerated stock**
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 in the refrigerating plant detailed in the cover summary by deterioration, contamination or putrefaction caused by or arising from
   a) a rise or fall in temperature as a result of:
      i) breakdown or inherent defect in the refrigerating plant;
      ii) the non-operation of the thermostatic or automatic controlling devices forming part of the refrigerating plant;
      iii) accidental failure of the supply of electricity; or
      iv) accidental damage to the refrigerating plant.
   b) accidental leakage of refrigerant or refrigerant fumes from the refrigerating plant.

**Exclusions**
We will not be liable for
   i) 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 in the plant or incorrect setting of thermostats and automatic controls.
   ii) 10% of each and every loss subject to a minimum of £100 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 effect a maintenance contract on any of the refrigerating plant which does not have hermetically sealed motors and compressors and shall maintain the maintenance contract throughout the currency of this insurance.
Section 1 - Material damage

4. **Exhibitions**
   The insurance on **general contents** and **stock** applies also at any exhibition premises, and while in transit to and from, in the **territorial limits** subject to a maximum liability of £7,500 in any one **period of insurance**.
   We will not be liable for the first £250 of each and every loss.

5. **Loss of value (new and unused vehicles)**
   If we have agreed that a new and unused **motor vehicle** has become unsaleable as a new and unused vehicle as a direct result of a claim which is the subject of indemnity under this section, we will pay you 90% of any additional discount you have to give to effect a sale.
   We will not pay more than 10% of the manufacturer’s price (excluding statutory taxation) of such **motor vehicle** or £5,000 whichever is the lesser.

**Special conditions**

*These apply only if stated in the schedule.*

A. 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 leaving there at least one **responsible person** 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 1 - Material damage

B. Waste
It is a condition precedent to our liability that all oily 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 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.

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.

Exclusions
We will not pay for the following.

1. Damage to property caused by
a) faulty or defective workmanship, operational error or omission on the part of you or any of your employees.
b) the bursting of a boiler, economiser, vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under your control other than a boiler used for domestic purposes only
but this shall not exclude subsequent damage to property which itself results from a cause not otherwise excluded.

2. Damage to property consisting of
a) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection with them.
b) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
c) normal settlement or bedding down of new structures.
d) acts of fraud or dishonesty or arising from the purchase by you of any motor vehicle involving defective title.
e) sprinkler leakage unless otherwise stated in the schedule.
f) wind, rain, hail, sleet, snow, flood or dust to fences and gates or moveable property in the open other than to any motor vehicle.

3. Damage
a) arising directly from theft or attempted theft
   i) involving any member of your household or employee unless resulting from violent and forcible entry to or exit from a building,
   ii) involving parting with title of possession of any property insured if induced to do so by fraud, trick or false pretence unless specifically mentioned as insured.
   iii) of hand tools unless they are kept after the workshop has closed for business within a secured toolbox or cabinet which shall be contained in a locked storeroom or vehicle (but not a private car) or secured to the internal structure of the building.
b) arising directly from the theft or attempted theft of
Section 1 - Material damage

i) token or coin-operated amusement machines or their contents;
ii) money; or
iii) wines, spirits, tobacco, cigars and cigarettes in excess of £2,500 or from a vending machine unless other property at the premises suffers damage at the same time unless specifically mentioned as insured.

4. In respect of motor vehicles
   a) loss or damage following theft of or from a motor vehicle resulting directly from such vehicle being left with its keys on or within the vehicle, or the keys not being in your possession following the theft of a vehicle without obvious signs of a break-in to the premises to obtain the keys (unless, at the time of the loss, the vehicle was within a securely locked building, the keys to which were removed to a place of safety);
   b) loss or shortage discovered only at stocktaking or during inventory; or
   c) loss or damage by theft where possession is obtained by fraud, trick or false pretence.

5. Damage to property caused by or consisting of misfiling or misplacing of information unless mentioned specifically as insured.

6. Damage to a building or structure caused by its own collapse or cracking unless resulting from defined covers insofar as it is not otherwise excluded.

7. Damage to property in respect of
   a) fixed glass, solar panels and associated framework or intruder alarm foil if attached;
   b) other glass (other than fixed glass in any motor vehicle) china, earthenware, marble or other fragile or brittle objects; or
   c) computers or data-processing equipment unless caused by or resulting from an insured cover insofar as it is not otherwise excluded.

8. Damage in respect of
   a) jewellery, precious stones or metals, bullion, medals, furs, curiosities, works of art or rare books; or
   b) property in transit unless caused by or resulting from an insured cover insofar as it is not otherwise excluded.

9. Damage to
   a) any motor vehicle arising out of the use of that vehicle in circumstances requiring compulsory insurance or security under Road Traffic legislation other than any motor vehicle parked on the premises and without a driver in attendance;
   b) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
   c) lands, roads, pavements, piers, jetties, bridges, culverts or excavations;
   d) living creatures, growing crops or trees; or
   e) any railway locomotive, rolling stock watercraft or aircraft except as specifically mentioned as insured insofar as it is not otherwise excluded.

10. Damage to any property more specifically insured by you or on your behalf.

11. Any amount in excess of
    a) £2,500 in respect of damage to specified property;
    b) £10,000 in respect of damage to radios, cassette players and other in-car entertainment equipment temporarily removed from motor vehicles for safekeeping; or
    c) £10,000 in respect of damage to portable hand tools of every description unless an increased amount is shown in the schedule.

12. Damage to tyres by application of brakes or by punctures cuts or bursts.

13. Damage to any electrical plant, apparatus or fittings directly caused by its own overrunning, short-circuiting, excessive pressure or self-heating, but if fire extends to any other part of the plant or appliances or other property such damage is not excluded.

14. Damage to property caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

15. Damage to property caused by, consisting of or resulting from
    a) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, change in water table level, its own faulty or defective design or materials;
    b) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, vermin or insect;
    c) change in flavour, temperature, colour, texture or finish;
    d) mechanical or electrical breakdown, derangement of the particular machine apparatus, equipment in which such breakdown or derangement originates unless it is accompanied by damage to the machine apparatus or equipment; or
    e) frost or scratching other than to motor vehicles but we will pay for

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Section 1 - Material damage

i) damage to property not otherwise excluded which itself results from an insured cover or from any other accidental damage.

ii) subsequent damage to property which itself results from a cause not otherwise excluded.

f) unexplained disappearance or inventory shortage.

g) pollution or contamination except where

i) the pollution or contamination itself results from an insured cover; or

ii) an insured cover itself results from pollution or contamination.
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.

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

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.

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.

Declaration
A declaration of the gross profit earned during the financial year most nearly concurrent with the period of insurance (plus any increase by the amount by which the gross profit may have been reduced during the financial year solely in consequence of an incident giving rise to a claim for loss of gross profit) which must be
i) provided to us not later than six months after the expiry of each period of insurance; and
ii) confirmed by your professional accountants.

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 have the meaning attached to them in your usual accounting methods, due provision being made for depreciation of stock and work in progress.

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.

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.

Maximum indemnity period
The indemnity period stated in the schedule.

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 debits 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 schedule.

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

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.
Section 2 - Business interruption

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.

Unbilled work

The amounts earned by you for goods sold and for services rendered in the course of the business but for which bills or invoices have not been raised.

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:

1. the amount of the loss; and
2. loss of outstanding debit balances and unbilled work solely resulting from accidental damage to your books of account or other business books or records at the premises.

provided that

a) 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
   i) payment has been made or liability admitted; or
   ii) 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.

b) our liability under this section shall not exceed
   i) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the cover summary at the time of the damage.
   ii) 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) 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.
   iv) theft or attempted theft directly caused by malicious persons to any building which is unoccupied or not in use for more than 30 days.

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.
   ii) in respect of any building which is unoccupied or not in use for more than 30 days.
8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **consequential loss** caused by 
   i) freezing whilst the **building** is **unoccupied** or not in use for more than 30 days.
   ii) 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 subsequent **consequential loss** 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, 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. **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the schedule including the cost of boarding up and any lettering and artwork.

12. **Breakage of fixed sanitaryware** but not breakage or **consequential loss**
    i) in vehicles, vending machines or to stock in trade.
    ii) in any **building** which is **unoccupied** or not in use for more than 30 days unless specifically agreed by **us**.
    iii) in transit or while being fitted.
    iv) 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.
    v) existing prior to the start of the **period of insurance**.
    vi) of neon and illuminated signs and electric light fittings.
    vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
    viii) of bulbs or tubes unless the signs or fittings are also damaged.
    ix) caused by fire or explosion.
Section 2 - Business interruption

13. Theft or attempted theft but not consequential loss
   i) a) to property insured (other than forecourt facilities, structural attachments or any motor vehicle) at the premises which does not involve entry to or exit from a building by forcible and violent means; or which does not involve 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 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.

14. Subsidence, ground heave or landslip of any part of the site on which the property stands but not consequential loss
   i) to yards, car parks, 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 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.

Claims - basis of settlement

The insurance by this item of the cover summary is limited to loss of gross profit not exceeding the limit of liability due to
a) reduction in turnover;
b) increase in cost of working; and
c) outstanding debit balances and additional expenditure

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 increased 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
   i) the sum produced by applying the rate of gross profit to the amount of reduction thereby avoided plus
   ii) 25% of the sum insured by this item (but not more than £250,000).

3. in respect of outstanding debit balances, the amount of total outstanding debit balances less the total of amounts of outstanding debit balances traced or received.

4. 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 c) for outstanding debit balances if no such increase in additional expenditure had been incurred.

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 item 2. above necessarily and reasonably incurred to maintain the business during the indemnity period.
Section 2 - Business interruption

Memoranda

1. **Average**

   If the sum insured shown in the **cover summary** in respect of
   
   a) **gross profit** is less than the sum produced by applying the rate of **gross profit** to the **annual turnover** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months)

   b) **outstanding debit balances** is less than the actual **outstanding debit balances**

   the amount payable shall be proportionately reduced.

2. **Professional accountants**

   We will pay the reasonable charges payable by **you** to your professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **us** under the terms of this policy and reporting that such particulars or details are in accordance with your books of account or other business books or documents.

   The amount payable under this memorandum together with the amount payable under this section shall not exceed the limit of liability.

3. **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**.

Special condition

*(Applies only if stated in the schedule)*

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.

Clauses

1. **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**.

   **Declaration for gross profit**

   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.

   **Declaration for outstanding debit balances**

   a) 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.

   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 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.

2. **Payments on account**

   Payments on account will be made at our discretion during the **indemnity period** if desired.
3. **Alteration**
   The insurance by this section shall be avoided if
   a) the *business* is wound up, carried on by a liquidator or permanently discontinued; or
   b) your interest ceases otherwise than by death
   at any time after the commencement of this insurance unless we agree it may continue.

4. **Automatic reinstatement after a loss**
   Unless you tell us otherwise in writing, our liability shall not be reduced by the amount of any loss and you agree to pay the appropriate additional premium for this automatic reinstatement of cover.

5. **Failure of 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 shall not exceed the sum insured (or 133.33% of the estimated amount) shown in the schedule.
   This extension does not cover consequential loss
   i) brought about by the deliberate act of any supply authority nor 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.

6. **Vehicle storage sites**
   **Consequential loss** as a result of *damage* at any premises within the *territorial limits* not in any premises you occupy where you are storing vehicles shall be deemed to be an *incident* provided that our liability under this clause shall not exceed in respect of any one claim more than 5% of the sum insured shown in the schedule.

7. **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.

8. **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 whichever is the less.

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**Optional clauses**

*The optional clauses below apply only when the clause number is specified in the schedule*

1. **Restriction of cover for business interruption to catastrophe contingencies**
   The following restrictive definition applies.

   **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* resulting from any of the following covers.

   a) **Fire** but not consequential loss caused by
      i) explosion resulting from fire.
      ii) earthquake or subterranean fire.
      iii) a) its own spontaneous fermentation or heating; or
           b) its undergoing any heating process involving the application of heat.
   b) **Lightning**,.
   c) **Explosion**
      i) of boilers used for domestic purposes only;
      ii) of any other boilers or economisers on the *premises*; and
      iii) of gas used for domestic purposes only
      but not consequential loss caused by earthquake or subterranean fire.
Section 2 - Business interruption

d) Explosion but not consequential loss
   i) caused by the bursting of any vessel machine or apparatus (not being a boiler or economiser on the premises) in which internal pressure is due to steam only and belonging to or under your control.
   ii) by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

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

f) Riot or civil commotion in respect of consequential loss caused by fire only but not consequential loss arising from
   i) confiscation, requisition or destruction by order of the Government or any public authority; or
   ii) cessation or work.

g) Earthquake

Note: The covers described exclude loss resulting from pollution or contamination but not consequential damage which is itself the direct result of these catastrophe covers.

2. Specified suppliers
   Consequential loss as a result of damage at the premises of the following suppliers and any other suppliers all 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 the percentage of the total sum insured (or 133.33% of the estimated amount) or the amount shown in the cover summary as the limit.
   A. The premises of any motor manufacturers who supply you and any manufacturers supplying them with components or materials within member countries of the European Union, Norway, Switzerland and Iceland.
   B. The premises of any company from which you obtain regular supplies of motor fuel all situated within the territorial limits.

3. 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 as long as 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 schedule.

4. 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 the percentage of the total sum insured (or 133.33% of the estimated amount) or 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.

5. Notifiable disease, vermin, defective sanitary arrangements, murder and suicide
   Consequential loss as a result of interruption of or interference with the business carried on by you at the premises in consequence of
   1. a) any occurrence of a notifiable disease at the premises or attributable to food or drink supplied from the premises;
      b) any discovery of an organism at the premises likely to result in the occurrence of a notifiable disease;
      c) any occurrence of notifiable disease within a radius of twenty five miles of the premises;
   2. the discovery of vermin or pests at the premises which causes restrictions on the use of the premises on the order of the competent local authority;
   3. 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 of the competent local authority; or
   4. any occurrence of murder or suicide at the premises shall be deemed to be an incident subject to the following conditions.

   Conditions
   1. For the purpose of this clause
      Notifiable disease will mean illness sustained by any person resulting from
      a) food or drink poisoning; or
      b) any human infectious or contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS)) an outbreak of which the competent local authority has stipulated will be notified to them.
      Indemnity period will mean the period during which the results of the business will be affected in consequence of the occurrence, discovery or accident beginning
      a) in the case of 1 and 4 above with the date of the occurrence or discovery; or
      b) in the case of 2 and 3 above with the date from which the restrictions on the premises are applied and ending not later than the maximum indemnity period thereafter.
Section 2 - Business interruption

Premises will mean only those locations stated in the premises definition. If the policy includes an extension which deems damage at other locations to be insured, such extension will not apply to this clause.

2. We will not be liable for any costs incurred in the cleaning, repair, replacement, recall or checking of property.

3. We will only be liable for the loss arising at those premises which are directly affected by the occurrence, discovery or accident.

6. **Duplicate records and storage**
   
   It is a condition precedent to our liability that you
   
   a) maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the customers accounts of the business at the end of each month and in the event of damage resulting in a claim will supply that record to us; and
   
   b) will keep all business records in which credit accounts of the business are shown stored in standard metal cabinets fire-resisting cabinets, safes or strong rooms when not in use.
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.

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

Limits any one loss
As stated in the cover summary in respect of
1. Stamped National Insurance cards, unused tax discs, 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.
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 £1,500 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 schedule
   a) in transit;
   b) on the premises;
   c) 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 for any one loss, or any higher limit shown in the cover summary for any one loss; or
   d) deposited in any bank night safe and within bank premises until removed by a bank official up to a maximum amount of £5,000 for any one loss.
2) Loss of or damage following robbery or attempted robbery any safe or strongroom at the premises or any container, case, bag or waistcoat in which money is contained or any stamp franking machine used for your business.
3) Damage to unused vehicle excise licences up to a maximum amount of £2,000 any one loss.
4) Damage to clothing and personal effects (including up to £25 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.

Special conditions
1. It is a condition precedent to our liability that any money (other than described in Item 1) in transit other than by an approved security organisation shall be accompanied by at least
   a) 2 persons for amounts over £3,000 but less than £6,000; or
   b) 3 persons for amounts over £6,000 up to the limit specified in the schedule.
2. 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 left on the premises unless
   a) 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
Section 3 - Money

b) 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 whichever is the lesser 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 schedule.

3. 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 leaving there at least one responsible person 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 the following.

1. Loss 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. Loss arising elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

3. Loss 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. Loss due to the dishonesty of any director, partner, principal or employee unless it is discovered and reported to us within 14 days.

5. Loss due to falsification of accounts.

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

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

8. Loss of money or contents from any gaming or vending machine in excess of £500.

9. Loss arising from consequential loss of any kind.

10. Loss or 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.

Insured person

You or any of your directors, principals, partners or employees.

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.

Loss of limb

A. in the case of an upper limb, the physical severance of four fingers through or above the meta-carpo phalangeal 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 limb 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
Section 3 - Money

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 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 his business or occupation.

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

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 any of the following.
   1. Death.
   2. Loss of sight.
   3. Loss of limbs.
   4. Permanent total disablement (other than by loss of limb or loss of sight).
   5. Temporary total disablement.
   6. Temporary partial disablement.
   7. Damage to clothing or personal effects (including up to £25 per person for personal money) belonging to you or any of your employees subject to a limit of £500 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.

c) We will pay the fees for professional counselling in respect of social or emotional impairment suffered as a direct result of robbery or attempted robbery involving assault or violence or threat of it arising in the course of the business.
The amount payable shall not exceed
   i) an hourly cost of more than £40;
   ii) £1,000 for any one insured person in respect of any one incident; or
   iii) £5,000 in total for all insured persons as a result of any incident.

Benefits
The benefits applicable are as stated in the schedule.

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 1-3, 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 to 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.
Section 3 - Money

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.

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

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

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

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 United Kingdom;
C. Anywhere in the European Union; 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 schedule.

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 section 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 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.
Section 4 – Trade all risks

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.

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

Special condition
(Appplies only if stated in the schedule)

A. **Intruder alarm**
   It is a condition precedent to **our** liability in respect of **damage** that
   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** is not left without at least one **responsible person** on them without **our** agreement unless the
   **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation.

6. all keys to the **intruder alarm system** are removed from the **premises** when they are left unattended.

7. the **keyholders** keep all codes for the operation of the **intruder alarm system** secret and do not leave details of them on
   the **premises**.

   **you** 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.

8. 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 4. above have been complied with.

9. 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 4 – Trade all risks

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.
   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 resulting from theft or attempted theft or unexplained disappearances:
   a) from an unattended vehicle unless the item stolen is stored in a locked boot; or
   b) of property insured which is unattended unless there is forcible and violent entry or exit.

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 left in the open by theft, attempted theft, storm or flood.
   d) property carried on the outside of vehicles unless as a direct result of collision or overturning.

6. Damage caused by pollution or contamination.
   However we will cover damage to the property insured caused by pollution or contamination which itself results from:
   a) 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 or contamination provided it is not otherwise excluded.

7. Damage occurring outside the territorial limits.

8. The excess shown in the schedule.
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 and 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 business premises and while being carried by vehicles operated by you or hauliers, by 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 of cover
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 or removing debris of the property insured following damage which is not excluded or following an accident to the vehicle. Our limit of liability will not exceed £2,500.

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

3. Damage to the personal effects of the driver and his attendant whilst in or from any vehicle up to a maximum amount of £500. We will not be responsible for the first £25 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 property insured to any other vehicle following fire, collision, overturning or impact of the conveying vehicle including carrying the property insured to its original destination or place of collection.

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

6. Any vehicle used temporarily in substitution of any vehicle referred to in the cover summary while 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.
Section 5 - Goods in transit

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.
      c) whenever the vehicle containing the property insured is left unattended
         i) all doors and boot are locked and all windows and other openings are securely closed; and
         ii) all protective devices are put into operation.
   2. you take all reasonable care in the selection and employment of drivers and should obtain satisfactory written references
      as to their ability, integrity and honesty from two previous employers before property insured is entrusted to them.
   3. reasonable monitoring of the performance of your drivers and attendants is carried out.
   4. you take due care to make sure that in respect of each package or parcel insured
      a) it is securely and adequately packed according to the nature of the goods;
      b) it is correctly and fully addressed; and
      c) you 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 schedule)
   We will not be liable for any damage by theft or attempted theft from any unattended vehicle unless the alarm system
   i) is maintained and inspected in accordance with the terms and conditions of the installing company’s agreement; and
   ii) put into operation and all alarm keys removed from the vehicle.

Claims conditions

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 at our expense assist us in providing 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 and 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 including trailer.
Section 5 - Goods in transit

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 disappearance
   a) from an unattended vehicle unless the item stolen is stored in a locked boot; or
   b) of property insured which is unattended unless there is forcible and violent entry or exit.

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

11. to property insured carried on vehicles other than those listed in the schedule.

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

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

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

15. to property 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.

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 also indemnify you for
a) the costs of modification of the equipment; and
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 in any one period of insurance 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, and not caused 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, and not caused 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
Section 6 - Computer breakdown

i) 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

ii) losses caused by a malicious act and discovered later than twelve months after the loss was initiated; or

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 will be 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 will include the reasonable charges payable by you to your professional auditors or accountants for producing any particulars, details or any other proofs, information or evidence as we may required and reporting that such particulars, details or other proofs 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 & 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 in total in respect of such fees and costs.

4. Temporary repairs and expediting permanent repairs

We will indemnify you for the necessary costs you reasonably incur with our consent to make temporary repairs upon or to expedite permanent repair or replacement of equipment following damage provided that our liability under this extension shall not exceed £25,000 or 50% of the cost of such damage whichever is the lesser.

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; or

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 in total in respect of this extension.

6. Additional rental charge

If, as a direct result of damage, 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 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 equipment arising out of the accidental discharge of such system.

We will not pay more than £5,000 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 whichever is the lesser.

9. Anti-theft devices

When damage occurs to any anti-theft device which is permanently fitted to the equipment, we will indemnify you in respect of the costs incurred to replace or repair the device.

The maximum we will pay in respect of any one claim is £5,000.
Section 6 - Computer breakdown

**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 the manufacturer or their agent or factor 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 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.

2. In respect of **damage** to **equipment** not falling within the terms of clause 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.

**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; or
   b) failure of any satellite before it achieves 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 schedule.

8. Damage, liability or expense arising from a computer virus.
Section 7 - Engineering inspection

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.

**We/us**
HSB Engineering Insurance Limited with whom Amlin UK have made arrangements to provide the service.

**Contract**
We will periodically examine the plant described in the **cover summary** in accordance with the statutory regulations which apply and will issue reports on the plant in the form required provided that

1. you shall allow us access to the **premises** and plant at such reasonable times as shall be agreed.

2. such parts of the plant shall be sufficiently prepared and made available for the purpose of the examination.

3. we shall not be liable
   i) to keep the plant in repair;
   ii) to prepare the plant for examination;
   iii) to reassemble it after such examination; or
   iv) to pay the cost of such work.

4. this contract does not include
   i) the carrying out or witnessing of any ultra sonic, radiographic or other special tests of a non-routine nature.
   ii) in the case of lifting and handling plant, the witnessing of any load or anchorage tests.
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; 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.

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

You/your
a) the persons(s) appointed to act in the capacity of practitioner(s) in relation to any person, company or property as shown in the cover summary;
b) Any associated or subsidiary company of the insured provided it has been notified to us;
c) 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.
iv) 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
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 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.
Section 8 - Employers’ liability

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 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 million.

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 all events of a series consequent on or attributable to one source or original cause and arising out of or related to terrorism shall not exceed £5 million.

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
   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; 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 per day
   b) Any employee £150 per day
Section 8 - Employers’ liability

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 proceeding 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 million 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 million.

5. This indemnity will not apply
   a) in respect of fines or penalties of any kind;
   b) to proceedings consequent upon any bodily injury deliberately caused by you; or
   c) 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 schedule; and
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 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.

Products
Any tangible products or goods (including containers, labelling, instructions or advice provided in connection with them) 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 insured named in the schedule;
b) Any of your associated or subsidiary companies provided they have been notified to us;
c) 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 9 - Public/products liability

A – 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

a) in the United Kingdom
b) 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 respective 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 loss of 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 their fixtures or fittings which are leased to you. This indemnity does not apply in respect of liability for

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
b) the first £250 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 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 a) and b) of Definitions only.

4. 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
Section 9 - Public/products liability

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.

5. 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.

6. 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.

7. Consequential loss or loss of use
Exclusion 1 shall not apply to consequential loss or loss of use following any damage to any vehicle (including accessories, plant and equipment fixed on or in it), spare part, component or accessory of a vehicle in your custody or control arising out of its repair, alteration, service, maintenance, treatment, test or examination provided that
a) you shall effect repairs as quickly as possible; and
b) our liability is limited to £50,000 in respect of any one occurrence.

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 of 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
   a) property including motor vehicles belonging to an employee or visitor; and
   b) 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
   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

6. For the costs incurred by anyone in
   a) recalling or making refunds in respect of any products or contract work executed; or
   b) remediing any defects or alleged defects in land or buildings or structures or other premises disposed of by you.

7. For damage to contract work executed.

8. Arising out of the alteration, inspection, repair, service, treatment or replacement of any motor vehicle which becomes necessary solely in order to
   a) rectify the faulty manner in which you or any of your subcontractors have carried the original alteration, inspection, repair, service or treatment;
   b) rectify or repair any defect which existed at the time of sale or supply by you or any of your subcontractors to any motor vehicle, accessory, component, part or fuel; or
   c) comply with any term as to quality or any condition or warranty implied by law or expressed by you under any guarantee or warranty in respect of any motor vehicle.

   We will however pay for damage arising from any alteration, inspection, repair, service or treatment.

B – 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 after they have ceased to be in your custody or control.

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 schedule.

2. Costs and expenses are payable in addition to the limit of indemnity under this section.

Exclusions

We shall not indemnify you 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, aerospatial 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 in recalling or making refunds in respect of any products or motor vehicles.

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**

Notwithstanding General exclusion 3, we will indemnify you under this section of this policy against liability in respect of bodily injury or damage to property as follows.

To the extent that any contract or agreement entered into by you with any principal so requires, we will indemnify you against liability assumed by you in respect of liability which arises out of the performance by you of such contract or agreement provided that

a) the conduct and control of claims is vested in us; and

b) 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 per day.

b) Any employee £150 per day.

4. **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 proceeding 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 provide indemnity against costs and expenses incurred in representing you in such proceedings, including appealing the results of such 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 million 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 million.

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;

iii) to persons other than you or any of your directors, partners, proprietors or employees.

5. **Movement of third party vehicles**

We will provide an indemnity to you in respect of any accident caused by or arising out of the driving or movement of any vehicle not your property when it is interfering with the performance of your business directly connected with the use of a motor vehicle; or

b) the parking or movement by your employees of vehicles belonging to third parties whilst such vehicles are on your premises.

We will not be liable where there are any other insurance in force covering the same liability.
Optional clauses to 9A – Public liability and 9B – Products liability

The optional clauses below apply only when the clause number is specified in the schedule.

1. **Merchantable quality**
   We will indemnify you against your legal liability to pay compensation
   a) to the retail purchaser of any goods sold; or
   b) arising from the repair, testing, servicing, maintenance, alteration, cleaning or inspection of a motor vehicle during the period of insurance in connection with the business as a result of such goods not being merchantable quality or not being fit for the purpose for which such goods or services were required.

   We will not pay
   i) more than £100,000 in respect of any one claim or in respect of any one vehicle;
   ii) the first 10% of each and every claim in respect of goods other than arising from the sale of new vehicles;
   iii) the cost of replacing, reinstating, repairing or recalling any goods sold or rectifying the original repair, testing, servicing, maintenance, alteration, cleaning or inspection giving rise to the liability; or
   iv) legal liability for bodily injury or damage to property.

2. **Application of heat away from the premises**
   The following are conditions precedent to liability if you carry out work away from the premises using gas or electric welding and cutting equipment, blowlamps, blow torches or hot-air paint strippers.
   a) Before starting work
      i) you must appoint an employee on site to be responsible for fire safety and for seeing that adequate precautions are taken.
      ii) the appointed employee must obtain permission to start work from the person in charge at each site.
      iii) each employee must be advised of the location of the site’s fire alarms and fire fighting equipment.
      iv) the appointed employee must examine all property in the vicinity, including where practicable the area on the other side of any wall or partition, to make sure that no combustible material is in danger of ignition either directly or by conducted heat.
      v) all combustible materials in the immediate vicinity of the work and exposed to the risk of fire must be covered and fully protected by sheets or screens of non-combustible materials or removed to a distance of not less than fifteen metres from the point of working.

   b) While work is in progress
      i) you must arrange for a person to work with the operative using the equipment to make sure there is no outbreak of fire.
      ii) the lighting of all equipment must be carried out strictly in accordance with the manufacturer’s instructions and no lighted equipment must be left unattended.
      iii) a fire extinguisher of appropriate capacity and type for the combustible materials in the premises must be kept immediately to hand.
      iv) any gas cylinders not required for immediate use must be kept outside of the building where the work is being carried out and at least fifteen metres from the point of application of heat.

   c) When the work is finished
      i) a thorough examination of the immediate vicinity, including where practicable the area on the other side of any wall or partition, must be made to make sure that there is no risk of fire.
Section 9 - Public/products liability

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

We will not indemnify you 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 either 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 loss of 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.

5. For the first amount of each claim stated as the excess in the cover summary arising out of damage to property.
Section 10 - Motor road risks

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

1. Any vehicle owned by you.
2. Any vehicle in your custody or control in connection with the business but excluding
   a) any steam driven vehicle
   b) any goods carrying vehicle used by you for hire or reward but use
      i) of recovery vehicles licensed under the Recovery Vehicle Taxation Class; or
      ii) under a trade plate for the carriage of goods for demonstration purposes in accordance with the regulations applicable to such licences

   is not deemed to be hire or reward.

c) any
   i) vehicle hired or leased by you under a hire purchase agreement or leasing agreement to any partner, director or employee; and
   ii) vehicle transporter or vehicle transporter and trailer capable of carrying more than two vehicles at any one time

   unless the vehicle is in your custody or control for sale, repair, testing, servicing, maintenance, alteration, cleaning or inspection or in the custody or control of your sub-contractor.

d) any vehicle being carried by or loaded on to or unloaded from a vehicle transporter or vehicle transporter trailer capable of carrying more than two vehicles at any one time but this shall not apply to rail.

Theft interpretation
For the purposes of this section, theft shall include the offence of 'taking a motor vehicle or other conveyance without authority' as defined in Section 12 of the Theft Act.1968.

Insuring clause

We will indemnify you against liability, loss 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 vehicle or trailer or during the loading or unloading of such vehicle or trailer within the territorial limits.
   a) You.
   b) Any person permitted by you to drive provided that such person holds a licence to drive such vehicle 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 vehicle 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 vehicle.
   e) The legal representatives of any person who would have been entitled to indemnity under this section.

Exclusions to cover 1
We shall not be liable in respect of the following.
   i) Death, 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 the insured vehicle for loading; or
      b) the taking away of the load from the insured 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 your custody or control or any other person

   claiming to be indemnified under this section or being carried in the insured vehicle.
   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 one cause.
   v) Death, bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination.
   vi) Death, bodily injury or damage arising while an item of self-propelled plant, a commercial vehicle or plant forming part of the commercial vehicle or attached to it is working as a tool of trade.
Section 10 - Motor road risks

2. **Damage**
   We will indemnify you in respect of any damage to the insured vehicle caused by
   a) accidental means.
   b) wilful acts by any person not employed by you.

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

4. **Theft**
   We will indemnify you in respect of the theft of the insured vehicle 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 £750 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.

**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 and electronic equipment malfunction, breakdowns, failures or breakages or damage to tyres unless resulting from an accident to the insured vehicle.
   ii) Damage to the insured vehicle 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 £1,000 (subject to the excess shown in the schedule) and not being 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 is the excess shown in the schedule.
   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 of this section.
   xi) The cost of replacing the original repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment that gave rise to damage.

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.

7. **Medical expenses and emergency treatment**
   We will pay any doctors’ or surgeons’ 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 vehicle. The maximum amount for which we are liable is £250 per person.
   We will also indemnify anyone using a vehicle against liability under the Road Traffic Act to pay for emergency treatment fees.

8. **Legal fees**
   In respect of any death which may be the subject of indemnity under cover 1 of this section, we will at your request or at our own discretion reserve the right to provide such indemnity.
   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 drink or drugs, 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.
Section 10 - Motor road risks

9. **Vehicles loaned or hired**
   We will indemnify under cover 1 of the section the owner of a vehicle loaned or hired to you provided that
   a) the contract between the owner and you requires it;
   b) such owner is not entitled to indemnity under any other insurance; and
   c) the vehicle has been declared to us and the premium paid.

10. **Cross liabilities**
    We will indemnify you and each associated or subsidiary company in respect of claims under cover 1 of the section 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 of the section (providing they are shown as applying in the schedule) while the insured vehicle is 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 vehicle in connection with any contract entered into between you and such principal provided that
    a) we shall not be liable for death, 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
    a) 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 an insured vehicle; or
    b) parking or moving vehicles belonging to customers or visitors whilst 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 and whilst an insured vehicle is in the custody and control of your sub contractor 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 within the territorial limits 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 section there is any other existing insurance covering the same liability. If there is Claims condition 8 shall not apply.

15. **Sale or replacement of vehicle(s) insured**
    a) In the event of the insured vehicle being replaced or sold, we at our discretion will transfer the insurance provided by this section 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 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 section in respect of the insured vehicle registered in the United Kingdom as described in the certificate of motor insurance in respect of accidents occurring
       a) in the territorial limits;
       b) in any other country that is a member of the European Union;
       c) in 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; and
       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 vehicle, 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.
Section 10 - Motor road risks

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

18. **Sub contractors**
   We will indemnify you in respect of damage to an insured vehicle while temporary in the custody or control of your sub contractor.

19. **Loss of use of customers’ vehicles**
   We will indemnify you in respect of your legal liability for loss of use of a customer’s vehicle following damage to such vehicle whilst in your custody or control and which is insured under Cover 2 provided that
   a) you repair or replace the customer’s vehicle as soon as possible; and
   b) our maximum liability in respect of any one occurrence is £50,000.

20. **Locks and keys**
   We will indemnify you in respect of the cost of replacing
   a) locks;
   b) keys, key cards, remote control transmitter and central locking interface; and
   c) affected parts of the engine control unit, alarm or immobiliser
   in the event of theft of the key, key card or remote control transmitter of a motor vehicle subject to the following.

   1. We will not indemnify you unless there is reasonable belief that
      a) the key, key card or remote control transmitter is in the possession of someone other than you; and
      b) that person will know the identity or garaging address of the motor vehicle.
   2. We will not pay more than £1,000 any one occurrence of theft.
   3. The maximum we will pay for all losses of theft occurring during any one period of insurance is £5,000.
   4. This extension does not apply where cover 1 only of this section is in force.

21. **Replacement as new extension**
   Applicable only where covers 1, 2, 3, 4 and 6 of this section are in force.
   If within one year of registration as new
   a) any insured vehicle; or
   b) any private car or motorcycle owned by or registered in the name of your customer
   is lost by theft and not recovered within 28 days of the date on which the theft is first reported to us or damaged to the extent that the estimated cost of repairs including Value Added Tax exceeds 60% of its list price including taxes at the time of damage, we will at your request, and subject to the agreement of any other interested party known to us, replace it by a new motor vehicle of the same manufacture and model subject to availability.
   On payment being made under this extension, the lost or damaged vehicle shall become our property.

**Conditions**

1. **Right of recovery**
   If we are required to indemnify you under cover 1 of this section 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, or payment, or offer of payment, or incur legal expenses without our written consent and 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 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, mediation and proceedings, 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 such amount on request.
Section 10 - Motor road risks

3. Repairs to the insured vehicles
   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 schedule, you may authorise such repairs provided that you use our approved repairer 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 schedule, you must obtain our written consent before repairing or altering the damaged vehicle in order 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 the reasonable cost of transporting the insured vehicle to the nearest approved repairers.
   d) We will pay the reasonable costs of delivering the insured vehicle after repair or recovery to the premises noted in the schedule.

4. Condition of vehicle
   You shall take all reasonable precaution to safeguard the insured vehicle and to maintain it in an efficient and roadworthy condition.
   We shall not be liable for any loss, injury or damage
   a) caused through use of the insured vehicle 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 vehicle.

5.Obsolete parts
   If any part of the insured vehicle or its 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 not exceeding the manufacturer's last list or quoted price.

6. Cancellation or suspension of cover
   We may at any time cancel the insurance under this section by seven days' notice by registered letter 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.

7. Breach of licence conditions
   You shall comply at all times with the terms and conditions applicable to any operator's or other licence issued to you.

8. Loss of licence
   In the event of you losing your operator's licence or going into liquidation, insolvency or bankruptcy, the cover provided by this section will be reduced to the minimum required by the Road Traffic Acts.

9. 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 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.

10. Loss of value (new and unused vehicles)
    If we have agreed that a new and unused motor vehicle has become unsaleable as a new and unused vehicle as a direct result of a claim which is the subject of indemnity under this section, we will pay you 90% of any additional discount you have to give to effect a sale.
Section 10 - Motor road risks

We will not pay more than 10% of the manufacturer’s price (excluding statutory taxation) of such motor vehicle or £5,000 whichever is the lesser.

11. **Contract price**
   In the event of damage to any vehicle (including accessories, plant and equipment fixed on or in it) or spare part, component or accessory of any vehicle:
   a) sold but not delivered for which you are responsible; and
   b) where the sale contract is, because of the damage, cancelled either wholly or to the extent of such damage our liability shall be based on the contract price and, for the purpose of average, the value of all such property to which this clause would in the event of damage apply shall be calculated on the same basis.

Optional extensions
The optional extensions below apply only when the extension number is specified in the **cover summary**.

1. **Unaccompanied demonstration**
   We will indemnify any person driving unaccompanied for the purpose of demonstration any vehicle described in the **cover summary** or approved and accepted by us provided that such person
   a) is not employed by you or a member of your family;
   b) is driving with your permission;
   c) is aged between twenty five and seventy five years old;
   d) holds a valid full UK licence to drive the vehicle in question; and
   e) does not have more than two convictions from the SP, CD, CU or TS categories on their driving licence. Convictions other than those specified must be referred to us before such person is permitted to drive.
   We will not be liable for the first £250, in addition to the standard policy **excess** applied, or 10% whichever is the greater of any loss arising under this extension unless otherwise advised.

   **Conditions**
   1. You must on every occasion obtain two forms of identification from the driver before they are permitted to drive and retain a copy of these documents for inspection by us if required.
   2. The period of demonstration must not exceed two hours unless agreed otherwise with us.

2. **Accompanied demonstration**
   We will indemnify any person driving, for the purpose of demonstration, any vehicle described in the **cover summary** or approved and accepted by us provided that such person
   a) is not employed by you;
   b) is driving with your permission and is accompanied at all times by you or any named and approved employee;
   c) holds a valid full UK driving licence to drive the vehicle in question; and
   d) does not have more than two convictions from the SP, CD, CU or TS categories on their driving licence. Convictions other than those specified must be referred to us before such person is permitted to drive.
   We will not be liable for the first £250, in addition to the standard policy **excess** applied, of any loss arising under this extension unless otherwise advised.

3. **S D & P use**
   The cover provided by this section extends to apply to any driver whilst the **insured vehicle** is being driven for social domestic and pleasure purposes provided that the driver
   a) is known to you and is driving with your permission;
   b) is claim free during the last three years;
   c) does not have more than two convictions from categories SP, CD, CU or TS on their driving licence. Convictions in categories other than those specified must be referred and agreed by us prior to such person being permitted to drive; and
   d) hold a full UK driving licence to drive the **insured vehicle**.

4. **Customer loan of vehicle**
   We will indemnify any of your customers whilst they are driving a motor vehicle for the period that their own vehicle is undergoing repair or service by you or a sub-contractor, provided that
   a) the customer is driving with your consent;
   b) the driver has a valid full UK driving licence to drive the vehicle in question; and
   c) the vehicle is not a greater value or engine size than the customer’s own vehicle.
   We will not be liable for the first £250, in addition to the standard policy **excess** applied, of any loss arising under this extension unless otherwise advised.

   **Condition**
   You must on every occasion obtain two forms of identification from the driver before they are permitted to drive and retain a copy of these documents for inspection by us if required.
Section 10 - Motor road risks

Exclusions

We shall not be liable in respect of the following.

1. Any accident, injury, damage or liability caused, sustained or incurred whilst the insured vehicle is
   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 whilst 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 or the combustion of nuclear
      fuel;
   b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or its nuclear component; or
   c) seepage, pollution or contamination.

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

7. Any accident or damage 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 vehicle 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.

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

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

11. Liability or damage occurring where the insured vehicle is being used otherwise than as permitted by the certificate of motor
    insurance.
Amlin UK

Cargo policy

For Insolvency Risk Services

All information supplied by you in connection with this insurance forms part of the contract between us and you.
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Introduction

We, Amlin UK, have issued this policy on the basis of the information you provided to us through your insurance broker when you asked for a quotation for a policy of marine cargo insurance.

We relied on this information to issue this policy document, which includes the schedule and various sections as applicable, and which forms the basis of the contract between you, the assured, and us.

Any further information that you subsequently provide, whether directly or through your insurance broker, which requires us to issue an endorsement to this policy, will also form part of the contract between you and us.

It is important that you tell us about any changes to the original information that you provided that occur after the period of insurance commences. These changes must be advised to us, either directly or via your broker, as soon as you become aware of them. In the first instance, you should speak to your broker if you have any queries.

Failure to advise us of any changes that may be material could invalidate your policy.

This policy is not valid unless the schedule is countersigned by an authorised signatory of Amlin UK.

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@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 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.
General definitions

1. The words and phrases appearing in this policy shall have the following meanings.
2. The plural shall include the singular and vice versa.
3. Headings are included for ease of reference and convenience only and shall not affect the interpretation of this policy.

Airway bill
A document of title which describes the subject matter insured and is evidence that they have been loaded onto an aircraft and despatched to their destination.

Aircraft
A fixed wing commercial aircraft or commercial helicopter operated by a scheduled or charter airline and used to carry the subject matter insured on any commercial or chartered route.

Assured
The assured named in the schedule and referred to throughout this policy as “you” and “your”.
You also refers to your subsidiaries or agents where they have title to this insurance.

Bailee
A person receiving or holding goods on trust.

Basis of valuation (BOV)
As declared on individual policy schedules.

Bill of lading
A document of title which describes the subject matter insured and is evidence that the subject matter insured has been loaded on board a ship to be carried to its destination.

Buyer
The persons who have purchased or intend to purchase the subject matter insured and have an insurable interest in the subject matter insured either at the start, during the voyage or as the final purchaser at destination.

Carnet
These protect legal liability from foreign customs and claims arising from non-remittance of export duties and taxes associated with the failure to export items permitted under temporary import.

Carrier
The person physically transporting the subject matter insured.

Certificate of insurance
The document so entitled which evidences the insurance coverage for the particular subject matter insured and which may pass from the seller to the buyer as necessary.

CFR
An Incoterm meaning cost and freight.

CIF
An Incoterm meaning cost, insurance and freight.

CIP
An Incoterm meaning carriage and insurance paid

Claims payable abroad
When your goods are insured by us for export and arrive at their destination damaged, the local claims settling agent will act on our behalf in the settlement of the claim, hence the phrase “claims payable abroad” or CPA.

Claused collection receipts
The process of noting any damage on the collection receipt.

Claused delivery receipt
The process of noting any damage on the delivery receipt.

CMR consignment note
A “Convention des Marchandises Routiers” consignment note is one of the documents of title that evidences receipt of the goods into the carrier’s care in good condition unless specified otherwise. For UK based exporters, CMR would only apply to goods carried by roll on-roll off vessels or Channel Tunnel. It does not apply to goods that cross an international border in a container on a ship.
**Condition precedent**

An event or a state of affairs that is required to exist before the **policy** will respond.

**Consignee**

The buyer or receiver of the subject matter insured.

**Consignor**

The sender of the subject matter insured.

**Constructive total loss**

Where the subject matter insured is damaged to such a degree that the cost of repair would exceed the **insured value** of the subject matter insured once repaired.

**Container**

A metal box which is usually supplied by the shipping company for the transportation of goods. The standard "box" measures 8’ x 8’ x 20’ or 40’. Includes airfreight containers, specifically made for the transportation of cargo by **aircraft**.

**Conveyance**

The standard type of transport to carry goods. Usually **vessel**, **aircraft**, **road vehicle** or rail wagon. **Road vehicle** may mean hauliers (third party) or **own vehicle** or hired in **vehicle**.

**Craft**

A **vessel** used for the loading and unloading of larger **vessels** in harbours or ports or used for limited transportation on inland waters or rivers.

**Delivery receipts**

A document which evidences delivery of the goods to the **consignee**.

**Endorsement**

A formal confirmation issued by **us** detailing an amendment to the **policy**.

**E.O.E.**

We agree that you shall not be prejudiced by any unintentional error or omission relating to the declarations of **shipments** under this **policy** provided that such errors or omissions are advised to **us** as soon as they come to your notice.

**Event**

A single fortuitous happening which takes place at a specific time and place.

**FOB**

An **Incoterm** meaning free on board.

**General average**

Is a legal principle of maritime law to which all parties in a sea venture proportionally share any losses resulting from a voluntary sacrifice of part of the ship or cargo to save the whole in an emergency.

**Geographical areas**

For rating purposes, **we** have divided the world into geographical areas, each with a name and containing a number of countries appertaining to that geographical area as shown below. The areas for which **we** provide cover to you for the **transit** of your subject matter insured are specified in the **schedule**.

- **Africa - Central**

- **Africa – East**

- **Africa - North**
  - Algeria, Egypt, Libya, Morocco, Tunisia.

- **Africa - South**
  - Ascension Islands, Botswana, Lesotho, Malawi, Mauritius, Namibia, St Helena, Seychelles, South Africa, Swaziland.

- **Africa - West**
  - Angola, Benin, Burkina Faso, Cameroon, Cape Verde, Congo, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Liberia, Nigeria, Senegal, Sierra Leone, Togo, Western Sahara.
America - Central
All Caribbean Islands, Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Mexico, Panama.

America - North
Bermuda, Canada, United States of America.

America - South
Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, Falkland Islands, French Guiana, Guyana, Paraguay, Peru, Surinam, Uruguay, Venezuela.

Asia
Brunei, Cambodia, China, Hong Kong, Indonesia, Japan, Laos, Myanmar, North Korea, Papua New Guinea, Philippines, Singapore, South Korea, Taiwan, Thailand, Vietnam.

Asia – Central Republics and Chinese Satellites
Manchuria, Mongolia, Sinkiang, Tibet.

Australasia
Australia, New Zealand.

Eurasia
Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Uzbekistan.

Europe - Eastern & Baltic States
Belarus, Bosnia, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Greece, Hungary, Latvia, Lithuania, Macedonia, Moldova, Montenegro, Poland, Romania, Russian Federation (in Europe), Russian Federation west of longitudinal 60 degrees, Serbia, Slovakia, Slovenia, Turkey, Ukraine.

Europe - Western
Andorra, Austria, Azores, Balearic Islands, Belgium, Canary Islands, Denmark, Eire, Finland, France, Germany, Gibraltar, Iceland, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland.

Indian sub-continent
Afghanistan, Bangladesh, Bhutan, India, Nepal, Pakistan, Sri Lanka.

Middle East
Bahrain, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, United Arab Emirates, Yemen.

Pacific Islands
Including Fiji, Kiribati, Marshall, Micronesia, Nauru, North Mariana, Polynesia, Solomon, Tonga, Vanuatu, West Samoa.

Russian Federation (in Asia)
East of longitudinal 60 degrees.

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

Excluded territories
Cover is restricted in the following geographical areas &/or countries unless specifically amended on the additional wordings, warranties, exclusions and conditions section.

Africa - Central
no cover is provided after discharge overside from the overseas vessel &/or aircraft.

Africa - East
no cover is provided outside the confines of the port &/or airport of discharge without our prior agreement.

Africa -West
no cover is provided after discharge overside from the overseas vessel &/or aircraft.

Indian sub-continent
no cover is provided for shipment to Afghanistan beyond the Afghanistan border.

Middle East
shipments to &/or from Iran &/or Iraq are excluded from this policy.

Asia
shipments to Myanmar and North Korea are excluded from this policy.
Countries where local legislation precludes the placing of insurance outside that country.

Countries which are prohibited as a result of the imposition of sanctions.

Governmental authority
A national or local political or administrative body with the legal power or right to control, judge or prohibit the actions of others or take action itself.

Incoterm
Standard trade definitions published by the International Chamber of Commerce.

Institute clauses
The standard clauses originally produced by the Institute of London Underwriters and incorporated into this policy.

Insured value
The value of the subject matter insured as specified in the schedule.

ISM
International Safety Management.

ISPS

Occurrence
Any one disaster, casualty, accident or loss, or a series of related disasters, casualties, accidents or losses arising out of or caused by one event.

Own vehicle
Any carrying conveyance, vehicle, trailer, or container that is owned, leased, hired by you or for which you have responsibility to insure.

Persons
Either natural persons or business entities.

Policy
This document together with the applicable Institute clauses, the schedule and any endorsements attaching to it.

Period of insurance
As specified in the policy, the period from the date that the policy incepts or commences until the policy renewal date or the date that the policy expires or is terminated.

Post
Governmental or quasi governmental general mail delivery service.

Premium
The sum paid by you to us to insure the subject matter insured under the terms of this policy.

Schedule
As issued with the remainder of the policy and which identifies the assured, the subject matter insured, the voyage(s), the mode of transport, geographical areas, basis of valuation, clauses, conditions, warranties, premium and/or rates and excesses.

Seller
The original owner of the subject matter insured, and usually the consignor or the supplier of the subject matter insured who passes over their interest in the subject matter insured in return for payment.

Shipment
The movements of the subject matter insured covered by this policy.

SOLAS
International Convention for Safety of Life at Sea.

Subrogate
A legal technique where we can assume your rights in the recovery of a claim amount from a third party who may be responsible for all or part of the loss.

Transit/voyage
The movement of the subject matter insured from the time that the policy attaches until we are no longer on risk, in accordance with the policy conditions.

Underinsurance
If the insured property at the time of the loss be of greater value than the maximum sum insured herein, you
shall only be able to recover such proportion of the loss as the maximum sum insured by this policy bears in relation to the total value of the insured property.

Vehicle
A motorised conveyance which may also include a trailer, by which goods are transported by road.

Vessel
A freight or cargo carrying ship used to transport goods overseas but can also apply to ships navigating on inland waterways and rivers.

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

In the event of circumstances which could give rise to a claim you must adhere to this procedure. Failure to do so may affect your rights with regard to payment of claims.

1 Notification of loss

Exports

1.1 In the event of physical loss of or damage to the subject matter insured you or the consignees should contact immediately the party nominated on the certificate of insurance or us if there is no certificate of insurance.

1.2 Thereafter, you or the consignees should present all supporting documents, as set out under clause 2 - Claims documents, to the survey agent/claims settling agent named on the certificate of insurance for settlement of the claim or as otherwise advised by us.

1.3 If the certificate of insurance makes no provision for claims payable abroad, then it will be necessary to contact us.

Imports, inland transit, FOB, CFR and contingency

1.4 In the event of physical loss of or damage to the subject matter insured which may give rise to a claim it is essential that we are informed immediately in order that we may consider whether or not a survey is required to establish the extent of the loss or damage.

All claims

1.5 Claims may be notified by telephone, e-mail, post or facsimile.

Our contact details for these purposes are

Amlin UK
Claims Department
Amlin House, 90-96 Victoria Road,
Chelmsford, CM1 1QU

Telephone: 01245 396357
Fax: 01245 396623
Email: atclaims@amlin-insurance.co.uk

1.6 When notifying us of a claim for the first time, you must tell us

1.6.1 the location of the subject matter insured;
1.6.2 your local contact names, contact telephone and/or facsimile numbers and/or contact e-mail addresses; and
1.6.3 as far as possible, the type and extent of loss.

1.7 It will be our decision whether or not to appoint a surveyor to assess the loss.

2 Claim documents

2.1 Within 14 days of informing us of your claim or potential claim, you must provide us with the following documents. If you are unable to provide all of these documents you must advise us of the reason when submitting the remainder of the documents to us. If any documents are temporarily unavailable, they must be provided as soon as they are obtained.

2.2 The documents required are as follows.

2.2.1 Written statement confirming the amount of your claim;
2.2.2 original policy or certificate of insurance;
2.2.3 original or copy shipping invoices, manifests, packing lists and weight notes;
2.2.4 original Bill of Lading, airway bill, CMR consignment note and/or other evidence of a contract of carriage (full multiple set in the event of a total loss);
2.2.5 survey report or other evidence including, but not limited to photographs, claued collection receipts, delivery receipts and/or other evidence to show the extent of the loss or damage;
2.2.6 landing account and weight notes at final destination;
2.2.7 evidence of a written claim made against the carrier and/or any other parties responsible for the loss or damage; and
2.2.8 estimates for repairing any damaged subject matter insured.
Your duties
3.1 In the event of an occurrence that may give rise to a claim under the policy, it is your duty in all cases to take such measures as may be reasonable for the purpose of averting or minimising loss or damage. It is also your duty to ensure that all rights against carriers, bailees or other third parties are properly preserved. We will, in addition to any loss recoverable hereunder, reimburse you for any charges properly and reasonably incurred in pursuance of these duties.

3.2 In particular, it is your responsibility to check for any damage on all delivered items and if, upon signing for the subject matter insured
3.2.1 you and/or your agents are suspicious that loss or damage may have occurred, you may sign the delivery receipts but you should endorse the document with a comment relating to the damage, non-delivery, leakage or other concerns about the subject matter insured, even where the damage only appears to be superficial or confined to the packaging.
3.2.2 the container is damaged or the seals are broken, missing or differ from those stated in the shipping documents, you should endorse the delivery receipts accordingly and retain all defective or irregular seals for subsequent identification.

Notifying the carriers and/or bailees
4.1 Upon arrival of the subject matter insured it is your duty to send immediate notification of any possible loss or damage to the carrier or bailee by letter, e-mail, or facsimile transmission. Initial notification by telephone will be acceptable provided the conversation is confirmed in writing immediately afterwards.
4.2 In respect of claims for non-delivery, you must give notice to the carrier or bailee as soon as it is apparent that the subject matter insured has not arrived within the time-frame expected.
4.3 In addition to the requirements in clause 4.1 above, you must write to the carriers and any other bailees within 3 working days of the arrival of the subject matter insured holding them responsible for the loss and/or damage. In this context working days shall mean Monday to Friday excluding bank or other public holidays.

Formal claims against the carrier and/or the bailees
5.1 Once the value of the loss is known a formal written claim must be lodged with the carrier and/or the bailee together with supporting documentation and a request for an acknowledgment within 10 days.
5.2 Where the claim involves theft or malicious damage you must notify the responsible police authority immediately and provide us with a crime reference number or details of the official record.

Preservation of insurers' rights
6.1 If we pay any claim you hereby subrogate to us all your rights and remedies and we shall have all rights to sue or proceed in any way against any third party in your name or our own name. You shall assist us, to the extent that we may reasonably require, in such subrogation action. It is your duty to preserve these rights and remedies at all times and you are specifically prohibited from entering into an agreement with any third party that might impair your legal entitlement without our prior written consent.

Operation
1 The operative clause
1.1 The purpose of this policy is to provide you with insurance coverage, as specified, for physical loss of or damage to the Subject matter insured during the ordinary course of transit by vessel and/or aircraft and/or other conveyance.
1.2 In consideration of you paying us the premium, we agree to insure the subject matter insured against physical loss or damage, subject always to the terms and conditions of this policy.
1.2.1 It is a condition of the policy that you are bound to declare hereunder every consignment without exception and we are bound to accept up to but not exceeding the limits as specified in the schedule.
1.2.2 This policy does not cover the interest of any other person but shall not prevent a transfer of the insurance by you or an assignee.

2 Marine Insurance Act 1906
2.1 Irrespective of whether some or all of the movements covered by this policy of insurance would otherwise be subject to The Marine Insurance Act 1906, it is hereby expressly agreed and declared that all the terms, conditions, warranties and other matters contained within The Marine Insurance Act 1906 shall apply to all aspects of this policy unless this policy expressly states otherwise.

3 Geographical areas
3.1 The geographical areas specified in the definitions section of this policy are sub-divided into nominated countries.
3.2 You are covered to or from the various geographical areas, as specified in the schedule, subject to the exclusions as specified in this policy.
3.3 Any geographical area or country, which is not specified in the schedule attached to this policy must be advised to us prior to any transit, and we reserve the right to apply additional terms and conditions in respect of new geographical areas or countries.

3.4 The schedule specifies
3.4.1 the shipments to/from or between the geographical areas or nominated countries for which insurance cover is provided under the terms of this policy, and
3.4.2 the excluded geographical areas or nominated countries and restrictions that apply.

4 Insurance Premium Tax
4.1 We are legally responsible for Insurance Premium Tax which will be collected at the applicable rate on taxable gross premium paid by you.

4.2 We will calculate your tax liability and you agree to pay all amounts due in respect of this policy in addition to the premium.

5 Cancellation
5.1 In the event of non payment of the premium, we have the right to cease cover within 14 days.

5.2 This policy may be cancelled by either you or us by giving notice in writing as follows.

5.2.1 Marine &/or transit &/or storage &/or similar risks - 30 days
5.2.2 War risks - 7 days
5.2.3 Strikes risks (excluding USA) - 7 days
5.2.4 Strikes risks in respect of shipments &/or sendings by post to or from United States of America - 48 hours

5.3 The notice period shall begin at midnight of the day notice was issued but cancellation shall not take effect in relation to any transits begun prior to the cancellation becoming effective.

6 Law and jurisdiction
6.1 Unless specifically stated to the contrary in the schedule, this policy is subject to the law of England and Wales without reference to choice of law principles and the English courts shall have exclusive jurisdiction of all matters in any way relating to the policy.

Risks Covered
1 Standard Institute clauses
1.1 Subject to any provisions in the schedule, cover is provided in accordance with the applicable Institute clauses, as attached and incorporated by reference, together with the clauses contained in this document.

1.1.1 For sendings by water and/or road and/or rail conveyances.
   Institute Cargo clauses (A) 1.1.2009 CL382.
   Institute War clauses (Cargo) 1.1.2009 CL385.
   Institute Strikes clauses (Cargo) 1.1.2009 CL386.
   Institute Classification clause 1.1.2001 CL354.

1.1.2 For sendings by aircraft.
   Institute Cargo clauses (Air) (excluding sendings by post) 1.1.2009 CL387.
   Institute War clauses (Air Cargo) (excluding sendings by post) 1.1.2009 CL388.
   Institute Strikes clauses (Air Cargo) 1.1.2009 CL389.

1.1.3 For sendings by post.
   Institute cargo clauses (A).
   Institute War clauses (sendings by post) 1.3.2009 CL257.
   Institute Strikes Clauses (Cargo) or Institute Strikes clauses (Air Cargo) as applicable.

2 Revision of Institute clauses
2.1 The Institute clause referred to are those current at the inception of the policy. If the clauses are subsequently revised then, subject to notice by us, in accordance with the requirements laid out in the cancellation clause, the revised Institute clauses shall apply to all risks which attach on or after the date of expiry of the notice.
Additional Clauses

3 Additional clauses
Subject to any provisions in the schedule, the following clauses supplement and qualify the applicable Institute clauses. Unless specifically stated to the contrary, in the event of any inconsistency or conflict between the clauses contained in this document and the Institute clauses, the clauses in this document shall take precedence.

4 Additional discharge expenses clause
4.1 If the subject matter insured sustains physical loss or damage covered under this policy, we will pay the reasonable additional expenses incurred by you
4.1.1 in discharging, handling, transporting or storing the sound &/or damaged subject matter insured; and
4.1.2 to re-load, transport and forward the sound &/or damaged subject matter insured to the originally intended destination.

4.2 We shall be entitled to treat any claim as a constructive total loss and we will be entitled to any salvage unless your rights under the Brands and Trademarks clause are affected.

4.3 We will be credited with any recovery where such charges are recovered either in general average or from carriers.

4.4 The amount we will pay under this clause shall not exceed 20% of the insured value of the subject matter insured or £20,000, whichever is the lesser, in respect of any one occurrence.

5 Accumulation clause
5.1 In the event of any accumulation of subject matter insured, during the ordinary course of transit, that arises from circumstances beyond your control, then we shall pay in accordance with the basis of valuation up to twice the relevant limit of liability stated in the schedule, provided that prompt notice is always given by you to us when you become aware such an accumulation exists.

6 Airfreight charges for return and replacement shipments clause
6.1 In the event of loss or damage to the subject matter insured, we shall pay the charges incurred for transporting either the damaged subject matter insured by air back to manufacturers for repair and return or the transport by air of replacement goods to destinations notwithstanding that the subject matter insured was not originally dispatched by air.

The amount we will pay under this clause shall not exceed 20% of the insured value of the subject matter insured or £20,000, whichever is the lesser, in respect of any one occurrence.

7 Brands clause &/or trademark protection
7.1 If any of the subject matter insured bearing your name &/or brand &/or trademark &/or embossed &/or indented brands or labels &/or permanent marking is damaged by a loss recoverable under this policy and in your opinion is unfit for marketing you may, following agreement by us, either
• destroy them and we will pay a total loss;
• return them to your factory for reconditioning &/or re-manufacture &/or re-processing and we will pay all reasonable costs associated with the return transit and the cost of returning the subject matter insured to a marketable condition; or
• sell them after removing your name &/or brand &/or trademark &/or embossed &/or indented brands or labels &/or permanent marking and we will pay the sum insured plus the cost of removing any identifying marks less the sale proceeds.

The maximum amount we will pay under this clause shall not exceed the sum insured of the subject matter which is damaged.

8 Cargo ISM endorsement clause
8.1 Applicable to shipments carried on board
8.1.1 Ro-Ro passenger ferries;
8.1.2 passenger vessels transporting more than 12 passengers;
8.1.3 oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500gt or more; and
8.1.4 all other cargo ships and mobile offshore drilling units of 500gt or more.

8.2 In no case shall this policy cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or where the owners or operators do not hold an ISM Code document of compliance when, at the time of loading of the subject matter insured on board the vessel, you were aware or in the ordinary course of business should have been aware that either
8.2.1 such vessel was not certified in accordance with the ISM Code; or
8.2.2 that the current document of compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

8.3 This exclusion will not apply where this policy has been assigned to a party claiming under this policy who has bought or agreed to buy the subject matter insured in good faith under a binding contract.
9 Cargo ISM forwarding charges clause

9.1 This policy is extended to reimburse you up to 10% of the insured value of the subject matter insured subject to a limit of liability of £25,000, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject matter insured to the destination to which it is insured hereunder following release of the subject matter insured from the vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to either

9.1.1 such vessel not being certified in accordance with the ISM Code; or

9.1.2 a current document of compliance not being held by her owners or operators as required under the SOLAS Convention 1974 as amended.

9.2 It is a condition precedent that you were not aware, nor in the ordinary course of business ought to have been aware, that the vessel was not certified in accordance with the ISM code.

9.3 This clause, which does not apply to general average or salvage or salvage charges, is subject to all other terms, conditions and exclusions contained in this policy.

10 Carriage by own vehicle clause

10.1 This policy shall cover carriage of the subject matter insured in your own vehicle or vehicles under your control, subject to the following conditions.

10.1.1 It is a condition precedent to recovery under this policy, that when a vehicle is left loaded and unattended during the ordinary course of transit, during the working day, the following conditions shall apply.

10.1.1.1 All ignition keys shall be removed from the vehicle.

10.1.1.2 All doors and openings will be locked and all windows will be adequately secured.

10.1.1.3 All other security protections such as alarms, immobilisers and locking devices will be set in accordance with the manufacturer's instructions.

10.1.1.4 All vehicles are maintained in an efficient and roadworthy condition.

10.1.1.5 All ropes, sheets, chains, tarpaulins and the like are maintained in an efficient condition and are within date where certification of worthiness is required.

10.1.2 Loss of or damage to the subject matter insured is excluded where the carrying conveyance is left loaded and unattended during the ordinary course of transit at the end of the working day or any non working days unless the carrying conveyance is garaged in a fully enclosed building of substantial construction which is securely locked or in a permanently attended vehicle security park.

10.1.3 Where specified by us in the schedule and prior to coverage attaching under this policy, the carrying conveyance must be fitted with a protective appliance which is deemed to be an alarm system and/or a tracking device.

10.1.3.1 Unless otherwise agreed in writing by us, these devices must be installed in accordance with the manufacturer's recommendations, be regularly tested and suitably maintained in accordance with the manufacturer's instructions.

10.1.3.2 If the vehicle is fitted with a boot or similar compartment the subject matter insured must be kept there.

10.1.3.3 If the vehicle is an estate or hatchback, the subject matter must be kept under the load cover or parcel shelf or otherwise covered over and hidden from view.

10.2 The working day is deemed to commence at 06:00 hours local standard time or when the vehicle commences with its first delivery of the day, whichever is the earlier, and finishes at 18:00 hours local standard time or when the vehicle finishes its last delivery of the day, whichever is the later.

11 Certificates

11.1 If we provide you with and/or authorise you to issue certificates it is a condition that you

11.1.2 only use certificates for shipments which are covered by this policy.

11.1.3 do not amend the printed policy conditions or exceed the shipment limit specified in the schedule without our prior written approval.

11.1.4 ensure each certificate is properly countersigned by one of your authorised representatives.

11.1.5 provide us with a copy of each completed certificate in accordance with the declaration procedure specified and return any spoilt certificates to us.

11.1.6 never complete a certificate after known loss or damage without our prior written approval.

11.1.7 keep the stock of certificates in a safe place and return them to us immediately upon our request.

These conditions also apply where we have authorised you to prepare certificates using our validity labels.

12 Computer systems date change exclusion clause

12.1 This policy does not cover any loss, damage or expense caused directly or indirectly by the use or operation of any computer, computer system, computer hardware, computer software, programme, process or any
electronic system whatsoever where loss, damage or expense arises as a consequence of any date change or any change or modification of or to any such computer, computer system, computer hardware, computer software, programme, process or any electronic system in relation to any such date change.

13 Concealed damage clause

13.1 Where loss of or damage to the subject matter insured may reasonably be presumed to have occurred during the course of transit, and where such loss or damage is only discovered when the subject matter insured is unpacked, this policy will provide cover for such loss or damage provided that

13.1.1 the damaged goods are unpacked in their entirety;
13.1.2 the package(s) containing the subject matter insured are examined and noted as outwardly sound on arrival;
13.1.3 the package(s) containing the subject matter insured have not been moved from the place at which cover ceased; and
13.1.4 The time between delivery of the subject matter insured to destination and notification to us of any loss or damage does not exceed 30 days.

13.2 It is a condition of this policy that any container, carton, case &/or package which shows signs of damage is opened immediately upon delivery and that all goods are unpacked in their entirety. Discovery of any loss &/or damage shall be notified to us in accordance with the claims procedure herein, the maximum amount payable shall not exceed the subject matter insured.

14 Container seals intact clause

14.1 This policy is extended to include claims for theft, shortage and non delivery from a container or full vehicle load where the container seals are intact on arrival of the container at final destination provided

14.1.1 you can supply documentary evidence that the subject matter insured was loaded into the container or vehicle; and
14.1.2 a copy of the discharge tally sheet or clausled delivery receipt is provided to substantiate the loss.

15 Cutting clause

15.1 Where the subject matter insured is damaged but is useable if cut to a shorter length, in those circumstances we will only pay for the process of cutting the subject matter insured and for the damaged part cut off. We will receive the benefit of any salvage on the damaged part cut off.

16 Cyber attack exclusion clause

16.1 This policy does not cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

16.2 Where this policy has been endorsed and includes cover for risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, this exclusion shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

17 Duty and taxes clause

17.1 Where excise duty is included as part of the insured value and is declared to us, then in the event of loss of or damage to the subject matter insured, covered under this policy, we will indemnify you for any excise duty which you are liable to pay and are unable to recover despite such loss or damage.

17.2 Furthermore, indemnity is extended to cover duty in respect of general average, salvage and/or salvage charges provided you are liable to pay duty on the subject matter insured.

17.3 Where we settle a claim which includes an element of excise duty, any refund or rebate of the duty shall be for our account.

18 Electrical, electronic & mechanical exclusion clause

18.1 This policy does not cover loss, damage or expense to the subject matter insured caused by or due to electrical, electronic or mechanical derangement of the subject matter insured.

19 Foreign currency

19.1 Certificates issued in accordance with the terms of this policy may be issued in foreign currencies, provided always that

19.1.1 losses are payable in the currency stated in the certificate;
19.1.2 For the purposes of adjustment of claims, any rate of exchange shall be taken at the date of dispatch of goods; and
19.1.3 The premium shall nonetheless be payable in GBP at the rate of exchange applicable on the last date of the declaration period or the date the premium is adjusted.
20  Fumigation clause
20.1 Subject to our prior consent, we agree to pay the cost of unexpected extraordinary fumigating expenses incurred to minimise or avoid loss of or damage to the subject matter insured under this policy.
20.2 Where fumigation is ordered by a government authority or legally constituted organisation or body with the power to do so, we agree to indemnify you for loss of or damage to the subject matter insured arising from such fumigation.
20.3 However, notwithstanding the foregoing, this policy does not afford coverage for loss or damage caused by fumigation where such fumigation takes place in the ordinary course of transit and is within your control.

21  ISPS clause
21.1 Notwithstanding clause 22 (ISPS forwarding charges clause) in no case shall this policy cover loss, damage or expense where the subject matter insured is carried by a vessel that does not hold a valid International Ship Security certificate as required under the ISPS Code when, at the time of loading of the subject matter insured on board the vessel, you were aware, or in the ordinary course of business you should have been aware, that such vessel was not certified in accordance with the ISPS Code as required under the SOLAS Convention 1974 as amended.
21.2 However, this exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

22  ISPS forwarding charges clause
22.1 We will reimburse you, up to the insured value for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject matter insured to the destination to which it is insured hereunder following release of the subject matter insured from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to such vessel not being certified in accordance with the International Ship and Port Facility Security (ISPS) Code as required under the SOLAS Convention 1974 as amended.
22.2 This clause does not apply to general average or salvage or salvage charges and is subject to all other terms and conditions and exclusions contained in this policy and to the clause 21 (ISPS clause).

23  Labels and packaging clause
23.1 Where labels or packaging of the subject matter insured are lost or damaged, our liability will not exceed 23.1.1 the cost of re-labelling or re-packaging that part of the subject matter insured effected; or 23.1.2 the insured value of the affected part of the subject matter insured whichever is the lesser.
   The maximum amount payable shall not exceed the subject matter insured hereunder.

24  Language
24.1 Unless we agree otherwise, this policy and all communications relating to it shall always be in English.

25  Non contribution clause
25.1 If at the time of loss or damage being sustained you have any other existing policy or policies which would provide cover for the loss or damage, or would but for the existence of this policy, provide cover for the loss or damage, then this policy shall not pay such claim for loss or damage.
25.2 This policy shall only meet any excess not recoverable under the other policy/policies.

26  On deck shipments clause
26.1 In respect of shipments by craft, inland waterways vessel, river going vessel or sea going vessel, where the subject matter insured is carried in containers then it is covered against the risks of jettison and washing overboard.
26.2 Where the subject matter insured is carried on deck but not in a container then, unless specifically agreed by us in writing prior to shipment, the risks of jettison and washing overboard are excluded under this policy.

27  Pairs and sets clause
27.1 Where the subject matter insured consists of a pair of items or a number of items forming a set that sustain loss or damage, our liability shall be limited to only the value of the particular items that suffer loss or damage.
27.2 We will not be liable for any reduction in value of the pair or complete set as a result of loss of or damage to part of the pair or set.
Pollution hazard clause
28.1 If any government authority causes loss of or damage to the subject matter insured whilst lawfully attempting to prevent or mitigate a pollution hazard or damage to the environment and provided that we would have been liable under the terms of this policy had the subject matter insured been damaged as a result of the incident that gave rise to the pollution hazard, then we will cover the loss of or damage to the subject matter insured.

Postal sendings
29.1 If the subject matter insured is despatched by postal services and valued £1,000 or more per package and/or parcel it must be
29.1.2 insured for the minimum amount available with the postal service; and
29.1.2 despatched via a system which provides evidence of both posting and of delivery.

Process clause
30.1 This policy does not cover loss of or damage to the subject matter insured caused directly or indirectly or arising out of any use of the subject matter insured or whilst it is being worked upon or undergoing any repair or testing.

Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause
31.1 This clause shall be paramount and shall override anything contained in this policy inconsistent with it.
31.2 In no case shall this policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from
31.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
31.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
31.2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
31.2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
31.2.5 any chemical, biological, bio-chemical, or electromagnetic weapon.
31.3 Where the subject matter insured is within the USA, its islands, offshore territories or possessions and a fire arises directly or indirectly from one of the causes detailed in sub-clause 31.2.1 and 31.2.2, any loss or damage arising directly or indirectly from that fire shall, subject to the provisions of this policy, be covered, excluding however any loss, damage, liability or expense caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that fire.

Removal of debris clause
32.1 If the subject matter insured is lost or damaged due to any cause covered under this policy, we will pay for the extra expenses reasonably incurred by you when legally liable for the removal and/or disposal of debris consisting of the subject matter insured.
32.2 However, notwithstanding the foregoing, this policy does not afford any coverage for
32.2.1 any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability therefrom, howsoever caused; and/or
32.2.2 the cost of removal of the subject matter insured from any conveyance.
32.3 The maximum amount we will pay under this clause shall not exceed 20% of the insured value of subject matter insured that is lost or damaged.

Re-packing costs
33.1 We will pay for the reasonable cost of re-packing, re-cartoning, re-baling and/or re-palletising the subject matter insured following loss of or damage to goods following an insured peril provided that these are reasonable and necessary to prevent further loss of or damage to the subject matter insured under this policy.

Replacement clause
34.1 Subject to clauses 38 and 42, in the event of loss of or damage to any part or parts of the subject matter insured covered under this policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the insured value, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.
34.2 In the event of a claim recoverable under this policy necessitating the manufacture of any new part(s) for the repair of an insured machine or other manufactured item, the sum recoverable shall not exceed the manufacturers last list price for the year of manufacture of the lost or damaged part(s), uplifted for inflation which will be determined by the Retail Price Index or similar official data of the country of manufacture up to a maximum of 25%.
If no such manufacturers’ list price is available, the total liability shall in no event exceed the amount insured of the machine or manufactured item.

34.3 In no case shall our liability exceed the insured value of the subject matter insured.

35 Returned goods clause
35.1 Where the subject matter insured under this policy is returned for any reason other than for repair, refurbishment or reconditioning, cover remains in force subject to the terms and conditions of this policy
35.1.1 for 3 days from the date that the subject matter insured originally arrived at the destination;
35.1.2 until completion of delivery to an alternative nominated destination; or
35.1.3 until disposal having first agreed this course of action with us, whichever shall occur first.

35.2 Any rejected or returned shipments must be declared to us no later than 30 days after arrival of the subject matter insured at the final port or place of discharge.

35.3 In the event of returned shipments in accordance with clause 34.2, physical loss of or damage to the subject matter insured will only be covered where it is reasonably attributable to
35.3.1 fire or explosion;
35.3.2 vessel or craft being stranded, grounded, sunk or capsized;
35.3.3 overturning or derailment of the land conveyance;
35.3.4 collision or contact of the vessel, craft or conveyance with any external object other than water;
35.3.5 discharge of the subject matter insured at a port of distress.

35.4 This clause covers physical loss of or damage to the subject matter insured caused by
35.4.1 jettison;
35.4.2 theft or non-delivery of the entire contents of a conveyance transporting the subject matter insured.

35.5 This clause covers general average sacrifice.

36 Rights of third parties clause
36.1 The provisions of the Contracts (rights of third parties) Act 1999 do not apply to the policy or to any certificate(s) of insurance under it and neither this policy nor any certificate issued hereunder shall confer any benefits on any third parties except a bona fide assignee in the ordinary course of business of a certificate of insurance issued hereunder.

36.2 No third party may enforce any term of this policy or any certificate issued under it except a bona fide assignee in the ordinary course of business of a certificate of insurance issued hereunder.

37 Second-hand and/or used goods clause
37.1 Unless otherwise specified in the schedule
37.1.1 if the subject matter insured is second-hand and/or used the sum recoverable under this policy shall not exceed such proportion of the costs of replacement or repair of such part or parts as the insured value bears to the cost of the subject matter insured when new.

37.1.2 This clause will in addition pay reasonable charges for repair, forwarding and refitting if incurred.

37.1.3 This clause will not cover
37.1.3.1 duty, unless duty is specifically included in the insured value, in which case we will pay the duty in the same proportion as the insured value bears to the value of new goods of the same specification;
37.1.3.2 rust oxidation and discolouration;
37.1.3.3 chipping, denting, scratching, bruising and cost of repainting; and/or
37.1.3.4 twisting, bending and distortion.

37.2 This clause does not extend to any enhanced costs of replacement as a result of any part or parts being obsolete.

38 Shipowner’s insolvency and financial default exclusion clause
38.1 It is hereby agreed that the exclusion contained within the Institute clauses which states
38.1.1 loss damage or expense arising from insolvency or financial default of the owners, managers, charterers, or operators of the vessel

is amended to read as follows
38.1.2 In no case shall this insurance cover loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel where you are unable to show that prior to the loading of the subject matter insured on board the vessel, all reasonable, practicable and prudent measures were taken by you, your servants and/or agents to establish the financial reliability of the party in default.

39 Termination of transit terrorism clause (terrorism)
39.1 This clause shall be paramount and shall take precedence if inconsistent with any other term contained in this policy, save that Optional supplementary clauses 4.8 and 5.6 shall apply if applicable.
39.2 Notwithstanding any provision to the contrary contained in this policy, it is agreed that in so far as this policy covers physical loss of or damage to the subject matter insured caused by any act of terrorism, such cover is conditional upon the subject matter insured being in the ordinary course of transit and, in any event, shall terminate at the earliest of the following, whichever occurs first:

39.2.1 on delivery to the consignee’s or other final warehouse or place of storage at the destination named herein;
39.2.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which you elect to use either for storage other than in the ordinary course of transit or for allocation or distribution;
39.2.3 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the subject matter insured from the overseas vessel at the final port of discharge; or
39.2.4 in respect of air transits, on the expiry of 30 days after unloading the subject matter insured from the aircraft at the final place of discharge.

39.3 If this policy or the clauses referred to herein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with the relevant provisions of the Institute clauses.

40 Transit to packers clause
This clause 40 shall have no bearing or effect upon the duration provisions contained in the Institute War clauses (Cargo) or the Institute strikes clauses (Cargo).

40.1 This policy provides cover for the subject matter insured for the transit to the premises of a professional packer or consolidator and whilst at the premises of a professional packer or consolidator for a maximum of 30 days in all. Periods beyond 30 days must be agreed by us in writing prior to expiry of the original 30 day period.

40.1.1 If the subject matter insured is, with your knowledge, privity or control, not suitably packed for the transit to a packers or consolidators premises, then cover under this policy shall be limited to loss of or damage to the subject matter insured reasonably attributable to:
40.1.1.1 fire or explosion;
40.1.1.2 the vessel or craft being stranded, grounded, sunk or capsized;
40.1.1.3 overturning or derailment of the land conveyance;
40.1.1.4 collision or contact of the vessel, craft or conveyance with any external object other than water;
40.1.1.5 discharge of the subject matter insured at a port of distress.

40.1.2 This clause 40 covers physical loss of or damage to the subject matter insured caused by:
40.1.2.1 jettison;
40.1.2.2 theft or non delivery of the entire contents of a conveyance transporting the subject matter insured.

40.1.3 This clause covers general average sacrifice.

41 Unpacked and/or unprotected and/or damaged goods clause

41.1 Unless otherwise specified in the schedule

41.1.1 This clause covers subject matter insured that is damaged, and suffers further loss or damage, and/or is unpacked and/or is unprotected.

41.1.2 This clause will not cover:
41.1.2.1 rust, oxidation and discolouration;
41.1.2.2 chipping, denting, scratching, bruising and cost of repainting; and/or
41.1.2.3 twisting, bending and distortion unless attributable to the carrying conveyance being involved in an accident or casualty.

42 Voyage extension

42.1 Provided we are given prompt notice by you, we will hold you covered, at a premium to be determined, if the ordinary course of transit of the subject matter insured
42.1.1 takes more than 60 days from the time it is discharged overside the overseas vessel at the final port of discharge; or
42.1.2 takes more than 30 days from the time it is unloaded from the aircraft at the final place of discharge.

43 Sanctions limitation and exclusion clause
We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
44. Cargo piracy notice of cancellation  
(For use only with Institute Cargo Clauses)

a) Where this insurance covers piracy and/or general average, salvage and sue and labour charges arising from piracy, we may cancel such cover by giving 7 days notice in writing, cancellation to take effect on the expiry of 7 days (10 days in respect of reinsurance) from midnight of the day on which the notice is issued by us.

b) We agree to reinstate this coverage subject to agreement between us and the assured prior to the cancellation taking effect as to any new rate of premium and/or conditions and/or warranties to apply. Cancellation shall not affect any insurance which has attached before the cancellation takes effect.

c) If the cancellation is in relation to specific geographical areas, we will clearly define these areas in the notice of cancellation.

Optional Supplementary Clauses

The clauses in this section of the policy will only apply where they have been specifically noted and agreed on the schedule or by endorsement. Without such reference these supplementary clauses shall not apply.

1 Seller’s contingency clause

1.1 This policy is hereby extended to cover the subject matter insured when, under the contract of sale, you do not have the responsibility for arranging insurance cover up to the final destination. In such circumstances, we retain the right to charge an additional premium.

1.2 The terms and conditions of this clause will apply where ownership or title to the subject matter insured remains with or reverts to you due to the following reasons:
   1.2.1 the buyer fails to accept delivery into his possession of the subject matter insured; or
   1.2.2 the buyer refuses to accept or is prevented from accepting the documentation of title; and/or
   1.2.3 the buyer refuses to pay you, the seller, for the subject matter insured; or
   1.2.4 you exercise a right or lien on the subject matter insured, you interrupt the transit or you suspend the contract of sale in order to protect your interest in the subject matter insured.

1.3 Cover ceases under the terms of this clause when:
   1.3.1 the subject matter insured is accepted by the buyer;
   1.3.2 the subject matter insured is sold to an alternative buyer; or
   1.3.3 the subject matter insured is returned to you or after expiry of 90 days from the time of arrival of the overseas vessel at the port of discharge or aircraft at the place of discharge.

1.4 It is a condition of this policy that you must notify us immediately that you become aware of any occurrence that might give rise to a claim under this policy, arising out of the circumstances explained in this clause.

1.5 Any assignment of this policy or of any interest or claims hereunder without our prior written consent shall discharge us from all liability whatsoever.

1.6 It is a condition precedent to recovery under this clause that the existence of this contingent insurance is not revealed to your customer or to any other interested party.

2 Buyer’s contingency clause

2.1 This policy, subject to its terms and conditions, is extended to cover your contingent financial interest in the subject matter insured.

2.2 This clause will operate in respect of the subject matter insured which is purchased on a CIF or CIP basis and where the seller has
   2.2.1 undertaken to effect insurance; or
   2.2.2 is responsible for effecting marine and/or war risks cover for risks that would be covered under this policy.

2.3 You must be able to demonstrate that:
   2.3.1 there was actual physical loss of or damage to the subject matter insured;
   2.3.2 you have suffered a financial loss; and
   2.3.3 you have taken all reasonable steps to conclude the purchase.

2.4 Claims in respect of physical loss of or damage to the subject matter insured shall be payable under this clause only if and to the extent that the seller fails to fulfill his contractual obligations to provide insurance or if the insurance provided fails to pay a claim that would be recoverable under the terms of this policy.

2.5 Any assignment of this policy or of any interest or claims hereunder without our prior written consent shall discharge us from all liability whatsoever.

2.6 It is a condition precedent to recovery under this clause that the existence of this contingent insurance is not revealed to the seller or to any other interested party.
3 Assured’s tools and samples clause
3.1 Subject to clause 10, (Carriage by own vehicle), this policy covers physical loss of or damage to samples, tools, demonstration, test and service equipment belonging to you or for which you are responsible, whilst in use for business purposes, away from their normal place of storage and in your own vehicle.

3.2 This policy does not cover loss, damage or expense arising out of
3.2.1 wear, tear and gradual deterioration;
3.2.2 rust, oxidation and discolouration;
3.2.3 theft of mobile phones, laptop computers and mobile communication equipment; or
3.2.4 loss of or damage to the subject matter insured caused by trial, test, operation or any process arising from them.

3.3 Theft is only covered following forcible or violent entry or exit, and shall not include mysterious disappearance.

4 Storage outside the ordinary course of transit clause – own premises
4.1 This policy is extended to cover physical loss of, or damage to, the subject matter insured whilst stored outside the ordinary course of transit in premises which are approved by us and are owned or under your control.

4.2 For the avoidance of doubt and notwithstanding the above, this clause only applies to losses occurring during the period of insurance as stated in the schedule.

4.3 The following are conditions precedent as to our liability under this policy.
4.3.1 The premises described in the schedule or endorsed hereon are ‘approved’ meaning that we have specifically agreed in writing to cover the subject matter insured whilst in store at the specified premises; and the premises are protected by an intruder alarm which is installed and inspected under contract by a registered and/or approved National Security Inspectorate (NSI) or National Approval Council for Security Systems (NACOSS) installer.

4.3.2 Unless agreed by us, the alarm will provide a BT “RED CARE” level of service or equivalent. In respect of a lesser level of service you will advise us prior to inception of the risk so that, if necessary, alternative terms and conditions can be agreed.

4.3.3 The alarm will always be in full working order.

4.3.4 When the premises are left unoccupied after working hours the alarm will be set in accordance with the manufacturer’s instructions.

4.3.5 A maintenance contract is in place to maintain the agreed level of service with an NSI or NACOSS approved contractor.

4.3.6 Any structural changes to the premises and/or any alterations to the intruder alarm system are notified to us prior to any changes or alterations.

4.4 You will notify us at once if
4.4.1 there is a defect to any part of the system;
4.4.2 the police withdraw, or threaten to withdraw their services; or
4.4.3 there is a failure of the telecommunication lines to transmit alarm signals from the premises.

In these circumstances we may vary the terms and conditions of the policy cover and you will not leave the premises unoccupied without our prior consent. You will immediately instruct the maintenance contractors to attend the premises and carry out the repairs and employ any temporary safeguards agreed between you and us.

4.5 If requested by us, you will provide evidence of maintenance contracts covering fire and smoke alarms, electrical systems, boilers, heating, ventilation and general building maintenance.

4.6 This clause excludes loss of or damage to the subject matter insured whilst stored at the approved premises caused by
4.6.1 theft or a malicious act unless there is evidence of forcible and violent entry and/or exit from the approved premises;
4.6.2 mysterious disappearance, unexplained and or stocktaking shortages and/or losses; or
4.6.3 wear, tear, gradual deterioration, moth, vermin, rust, mildew, and/or any process of cleaning or repair.

4.7 It is a condition precedent to recovery under this clause that where the subject matter insured is stored outside the ordinary course of transit it is stored at least 15cm above floor level.

4.8 Only in the event that this clause is incorporated into the policy, and the Institute Strikes clauses (Cargo) are also incorporated into this policy, does this clause extend cover under the Termination of transit clause (terrorism) to include a sum not exceeding £100,000 or the policy limit for storage, whichever is the lesser, in respect of any loss of or damage to the subject matter insured in respect of one occurrence involving any terrorist or any person acting from a political motive whilst the subject matter insured is not in the ordinary course of transit as defined under the Termination of transit clause (terrorism) clause.

5 Storage outside the ordinary course of transit clause – third party premises
5.1 This policy is extended to cover physical loss of, or damage to, the subject matter insured whilst stored outside the ordinary course of transit in premises which are not owned or under your control.

5.2 For the avoidance of doubt and notwithstanding the above, this clause only applies to losses occurring during the period of insurance as stated in the schedule.
5.3 The following are conditions precedent as to our liability under this clause.

5.3.1 The premises described in the schedule or endorsed hereon are approved, meaning that we have specifically agreed, in writing, to cover the subject matter insured in the described premises subject to the terms and conditions of this policy, and

5.3.2 where information has been divulged to us relating to the installation and maintenance of fire and theft alarms and general maintenance contracts covering the approved premises, as soon as you are aware of any change to these maintenance contracts you will advise us in order that a review of the policy terms and conditions may take place.

5.4 This policy does not cover loss of or damage to the subject matter insured whilst stored at the approved premises caused by

5.4.1 theft or a malicious act unless there is evidence of forcible and violent entry and/or exit;

5.4.2 mysterious disappearance, unexplained and or stocktaking shortages and/or losses; or

5.4.3 wear, tear, gradual deterioration, moth, vermin, rust, mildew, and/or any process of cleaning or repair.

5.5 It is a condition precedent to recovery under this clause that where the subject matter insured is stored outside the ordinary course of transit it is stored at least 15cm above floor level.

5.6 Only in the event that this clause is incorporated into the policy, and the Institute Strikes clauses (Cargo) are also incorporated into this policy, does this clause extend cover under the Termination of transit clause (Terrorism) to include a sum not exceeding £100,000 or the policy limit for storage, whichever is the lesser, in respect of any loss of or damage to the subject matter insured in respect of one occurrence involving any terrorist or any person acting from a political motive whilst the subject matter insured is not in the ordinary course of transit as defined under the Termination of transit clause (terrorism) clause.

6 Exhibition risk clause

6.1 Subject to clause 22 (Non contribution), this clause covers physical loss of, or damage to, the subject matter insured and

6.1.1 display and exhibition stands, fixtures and fittings;

6.1.2 promotional material; and

6.1.3 audio visual equipment, subject to a maximum limit any one location and/or loss of £1,000 which you own or have hired in or are using and have responsibility for insuring.

6.2 This clause does not cover, unless specifically detailed in the schedule

6.2.1 lap top computers;

6.2.2 mobile phones;

6.2.3 mobile communication equipment; and

6.2.4 plasma screens, liquid crystal displays and high definition visual equipment.

6.3 The clause covers the subject matter insured and the additional Items from time of

6.3.1 packing;

6.3.2 whilst in transit;

6.3.3 to exhibition and/or trade fairs and/or demonstration sites;

6.3.4 unpacking;

6.3.5 assembling, siting and erecting;

6.3.6 whilst on site;

6.3.7 whilst dismantling, repacking; and

6.3.8 whilst in transit to its destination and unpacking.

6.4 All packing, unpacking, loading, unloading, erecting and dismantling must be professionally supervised by you or a responsible staff member.

6.5 The subject matter insured and the additional items must be packed to the same standard for both outward and inward journeys.

6.6 This clause does not cover

6.6.1 loss of or damage to machinery and/or electrical and/or electronic equipment whilst being used, trialled, tested or repaired, demonstrated or operated;

6.6.2 mechanical or electrical breakdown or derangement;

6.6.3 loss of or damage to the subject matter insured or the additional items caused by wear and tear, gradual deterioration, mildew, mould or vermin or due to the inherent properties of the subject matter insured;

6.6.4 loss of or damage to the subject matter insured or the additional items arising from theft or malicious damage, whilst the subject matter insured is at the exhibition and is left unattended by you or a responsible representative, when the exhibition is open; or

6.6.5 loss of or damage to the subject matter insured or additional items during hours when the exhibition is closed unless the loss of or damage to the subject matter insured or the additional items involves entry or exit by forcible or violent means.

6.7 For the avoidance of doubt this clause shall be subject to the terms of clause 10 (Carriage by own vehicle).

7 Exhibition expenses clause

7.1 Where physical loss of, or damage to, the subject matter insured is suffered en-route to the exhibition, resulting in your cancellation, and the cause of the loss or damage is not otherwise excluded, this policy covers the fees and expenses necessarily incurred by you relating to your attendance at the exhibition.

7.2 The maximum sum payable under this extension is 20% of the insured value or £5,000, whichever is the lesser.
INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of clauses 4, 5, 6 and 7 below.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in clauses 4, 5, 6 and 7 below.

"Both to Blame Collision Clause"

3. This insurance indemnifies the assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision clause in the contract of carriage. In the event of any claim by carriers under the said clause, the assured agree to notify the insurers who shall have the right, at their own cost and expense, to defend the assured against such claim.

EXCLUSIONS

4. In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the assured.

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the assured or their employees or prior to the attachment of this insurance.

(for the purpose of these clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors).

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured.

4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under clause 2 above).

4.6 loss damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

5.1.2 unfitness of container or conveyance for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the assured or their employees and they are privy to such unfitness at the time of loading.

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

5.3 The insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject matter insured to destination.

6. In no case shall this insurance cover loss damage or expense caused by

6.1 war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom or any hostile act by or against a belligerent power.

6.2 capture, seizure, arrest, restraint or detainment (piracy excepted) and the consequences thereof or any attempt thereat.

6.3 derelict mines, torpedoes, bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.

7.3 caused by any act of terrorism being an act of any person 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 any government whether or not legally constituted.

7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of
9.2 If the subject matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to
shall first occur; or
agreed, until the expiry of 60 days after arrival of the subject matter insured at such port or place, whichever
9.1 until the subject matter insured is sold and delivered at such port or place, or, unless otherwise specially
conveyance or any container for storage other than in the ordinary course of transit; or
8.1.4 on the expiry of 60 days after completion of discharge overside of the subject matter
insured from the overseas vessel at the final port of discharge
whichever shall first occur.

8.2 If, after discharge overside from the overseas vessel at the final port of discharge, but prior to
termination of this insurance, the subject matter insured is to be forwarded to a destination other than that to
which it is insured, this insurance, whilst remaining subject to termination as provided in clauses 8.1.1 to 8.1.4,
shall not extend beyond the time the subject matter insured is first moved for the purpose of the
commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for in clauses 8.1.1 to 8.1.4
above and to the provisions of Clause 9 below) during delay beyond the control of the assured, any
deviation, forced discharge, reshipment or transhipment and during any variation of the adventure
arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of contract of carriage
9. If owing to circumstances beyond the control of the assured either the contract of carriage is terminated at a
port or place other than the destination named therein or the transit is otherwise terminated before
unloading of the subject matter insured as provided for in clause 8 above, then this insurance shall also terminate
unless prompt notice is given to the insurers and continuation of cover is requested when this insurance shall remain in
force, subject to an additional premium if required by the insurers, either
9.1 until the subject matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject matter insured at such port or place, whichever shall first occur; or
9.2 if the subject matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to
the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of clause 8 above.

Change of voyage
10. Where, after attachment of this insurance, the destination is changed by the assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

10.2 Where the subject matter insured commences the transit contemplated by this insurance (in accordance with clause 8.1), but, without the knowledge of the assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS
Insurable interest
11. In order to recover under this insurance the assured must have an insurable interest in the subject matter
insured at the time of the loss.

11.2 Subject to clause 11.1 above, the assured shall be entitled to recover for insured loss occurring
during the period covered by this insurance, notwithstanding that the loss occurred before the contract of
insurance was concluded, unless the assured were aware of the loss and the insurers were not.

Forwarding charges
12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a
port or place other than that to which the subject matter insured is covered under this insurance, the insurers will
reimburse the assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the
subject matter insured to the destination to which it is insured.

This clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the assured or their employees.

Constructive total loss
13. No claim for constructive total loss shall be recoverable hereunder unless the subject matter insured
is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because of the cost of recovering, reconditioning and forwarding the subject matter insured to the destination to which it is insured would exceed its value on arrival.

Increased value
14. If any increased value insurance is effected by the assured on the subject matter insured under this
insurance the agreed value of the subject matter insured shall be deemed to be increased to the total amount insured under this insurance and all increased value insurances covering the loss and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the insurers with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on increased value the following clause shall apply

The agreed value of the subject matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all increased value insurances covering the loss and effected on the subject matter insured by the assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE
15. This insurance
15.1 covers the assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee; and
15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES
Duty of assured
16. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder
16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss;
and
16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver
17. Measures taken by the assured or the insurers with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY
18. It is a condition of this insurance that the assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE
19. This insurance is subject to English law and practice.

NOTE:- Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.
INSTITUTE CARGO CLAUSES (AIR)
(excluding sendings by Post)

RISKS COVERED

Risks
1. This insurance covers all risks of loss or damage to the subject matter insured except as excluded by the provisions of Clauses 3, 4 and 5 below.

Salvage Charges
2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 3, 4 and 5 below.

EXCLUSIONS

3. In no case shall this insurance cover
   3.1 loss damage or expense attributable to wilful misconduct of the assured.
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.
   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the assured or their employees or prior to the attachment of this insurance.
   (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors).
   3.4 loss damage or expense caused by inherent vice or nature of the subject matter insured.
   3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.
   3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
   3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject matter insured on board the aircraft, the assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit.
   This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.
   3.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. In no case shall this insurance cover loss damage or expense caused by
   4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
   4.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat.
   4.3 derelict mines torpedoes bombs or other derelict weapons of war.

5. In no case shall this insurance cover loss damage or expense
   5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.
   5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.
   5.3 caused by any act of terrorism being an act of any person 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 any government whether or not legally constituted.
   5.2 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit cause

6. Subject to Clause 9 below, this insurance attaches from the time the subject matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
   6.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
   6.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
   6.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
   6.1.4 on the expiry of 30 days after completion of unloading of the subject matter insured from the aircraft at the final place of discharge, whichever shall first occur.
   6.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 6.1.1 to 6.1.4,
shall not extend beyond the time the subject matter insured is first moved for the purpose of the
commencement of transit to such other destination.

6.3 This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4
above and to the provisions of Clause 7 below) during delay beyond the control of the assured, any
deviation, forced discharge, reshipment or transhipment and during any variation of the adventure
arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage

7. If owing to circumstances beyond the control of the assured either the contract of carriage is terminated at
a place other than the destination named therein or the transit is otherwise terminated before unloading of
the subject matter insured as provided for in Clause 6 above, then this insurance shall also terminate unless
prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall
remain in force, subject to an additional premium if required by the Insurers, either

7.1 until the subject matter insured is sold and delivered at such place, or, unless otherwise specially
agreed, until the expiry of 30 days after arrival of the subject matter insured at such place, whichever
shall first occur,
or

7.2 if the subject matter insured is forwarded within the said period of 30 days (or any agreed extension
thereof) to the destination named in the contract of insurance or to any other destination, until
terminated in accordance with the provisions of Clause 6 above.

Change of transit

8. Where, after attachment of this insurance, the destination is changed by the assured, this must be
notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such
agreement being obtained cover may be provided but only if cover would have been available at a
reasonable commercial market rate on reasonable market terms.

8.1 Where the subject matter insured commences the transit contemplated by this insurance (in accordance
with Clause 6.1), but, without the knowledge of the assured or their employees the aircraft leaves for
another destination, this insurance will nevertheless be deemed to have attached at commencement of
such transit.

CLAIMS

Insurable Interest

9. In order to recover under this insurance the assured must have an insurable interest in the subject-matter
insured at the time of the loss.

9.1 Subject to Clause 9.1 above, the assured shall be entitled to recover for insured loss occurring during
the period covered by this insurance, notwithstanding that the loss occurred before the contract of
insurance was concluded, unless the assured were aware of the loss and the insurers were not.

Forwarding Charges

10. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at
a place other than that to which the subject matter insured is covered under this insurance, the Insurers will
reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and
forwarding the subject matter insured to the destination to which it is insured.

This Clause 10, which does not apply to salvage charges, shall be subject to the exclusions contained in
Clauses 3, 4 and 5 above, and shall not include charges arising from the fault negligence insolvency or
financial default of the assured or their employees.

Constructive Total Loss

11. No claim for constructive total loss shall be recoverable hereunder unless the subject matter insured is
reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the
cost of recovering, reconditioning and forwarding the subject matter insured to the destination to which it is
insured would exceed its value on arrival.

Increased Value

12. If any increased value insurance is effected by the assured on the subject matter insured under this
insurance the agreed value of the subject matter insured shall be deemed to be increased to the
total amount insured under this insurance and all increased value insurances covering the loss, and
liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total
amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other
insurances.

12.1 Where this insurance is on increased value the following clause shall apply:

The agreed value of the subject matter insured shall be deemed to be equal to the total amount insured under the primary
insurance and all increased value insurances covering the loss and effected on the subject matter insured by the assured,
and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total
amount insured.

In the event of claim the assured shall provide the Insurers with evidence of the amounts insured under all other
insurances.
BENEFIT OF INSURANCE

13. This insurance
   13.1 covers the assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
   13.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of assured

14. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder
   14.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
   and
   14.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

15. Measures taken by the assured or the Insurers with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

16. It is a condition of this insurance that the assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

17. This insurance is subject to English law and practice.

NOTE:- Where a continuation of cover is requested under Clause 7, or a change of destination is notified under Clause 8, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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INSTITUTE STRIKES CLAUSES (CARGO)

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject matter insured caused by
   1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
   1.2 any act of terrorism being an act of any person 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 any government whether or not legally constituted
   1.3 any person acting from a political, ideological or religious motive.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

EXCLUSIONS

3. In no case shall this insurance cover
   3.1 loss damage or expense attributable to wilful misconduct of the assured.
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.
   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance.
   (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors).
   3.4 loss damage or expense caused by inherent vice or nature of the subject matter insured.
   3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above).
   3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.
   This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.
   3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion.
   3.8 any claim based upon loss of or frustration of the voyage or adventure.
   3.9 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
   3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4. In no case shall this insurance cover loss damage or expense arising from
   4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject matter insured, where the assured are privy to such unseaworthiness or unfitness, at the time the subject matter insured is loaded therein.
   4.1.2 unfitness of container or conveyance for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
   4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.
   4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject matter insured to destination.

DURATION

Transit Clause

5. Subject to Clause 8 below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
   5.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
   5.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
   5.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
   5.1.4 on the expiry of 60 days after completion of discharge overside of the subject matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.
   5.2 If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst
remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject matter insured is first moved for the purpose of the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

6. If owing to circumstances beyond the control of the assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject matter insured as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the insurers, either

6.1 until the subject matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject matter insured at such port or place, whichever shall first occur, or

6.2 if the subject matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

Change of voyage

7. 7.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

7.2 Where the subject matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

8. 8.1 In order to recover under this insurance the assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to Clause 8.1 above, the assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the assured were aware of the loss and the insurers were not.

Increased Value

9. 9.1 If any increased value insurance is effected by the assured on the subject matter insured under this insurance the agreed value of the subject matter insured shall be deemed to be increased to the total amount insured under this insurance and all increased value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of claim the assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

9.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the subject matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject matter insured by the assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of claim the assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

10.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

11. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

12. Measures taken by the assured or the Insurers with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the assured shall act with reasonable despatch in all circumstances within their control.
LAW AND PRACTICE
14. This insurance is subject to English law and practice.
NOTE:- Where a continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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CL386
01/01/2009
INSTITUTE STRIKES CLAUSES (AIR CARGO)

RISKS COVERED

Risks
1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject matter insured caused by
   1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
   1.2 any act of terrorism being an act of any person 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 any government whether or not legally constituted
   1.3 any person acting from a political, ideological or religious motive.

Salvage Charges
2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

EXCLUSIONS
3. In no case shall this insurance cover
   3.1 loss damage or expense attributable to wilful misconduct of the assured.
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.
   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance.
   (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors).
   3.4 loss damage or expense caused by inherent vice or nature of the subject matter insured.
   3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.
   3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against.
   3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.
   3.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion.
   3.9 any claim based upon loss of or frustration of the transit or adventure.
   3.10 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
   3.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

DURATION

Transit Clause
4. 4.1 Subject to Clause 7 below, this insurance attaches from the time the subject matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
   4.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
   4.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
   4.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
   4.1.4 on the expiry of 30 days after completion of unloading of the subject matter insured from the aircraft at the final place of discharge, whichever shall first occur.

4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the subject matter insured is first moved for the purpose of the commencement of transit to such other destination.

4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage
5. If owing to circumstances beyond the control of the assured either the contract of carriage is terminated at a
place other than the destination named therein or the transit is otherwise terminated before unloading of the
subject matter insured as provided for in Clause 4 above, then this insurance shall also terminate unless prompt notice is given
to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional
premium if required by the Insurers, either
5.1 until the subject matter insured is sold and delivered at such place, or, unless otherwise specially agreed,
until the expiry of 30 days after arrival of the subject matter insured at such place, whichever shall first
occur,
or
5.2 if the subject matter insured is forwarded within the said period of 30 days (or any agreed extension
thereof) to the destination named in the contract of insurance or to any other destination, until terminated in
accordance with the provisions of Clause 4 above.

Change of transit
6.  6.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be
notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such
agreement being obtained cover may be provided but only if cover would have been available at a
reasonable commercial market rate on reasonable market terms.
6.2 Where the subject matter insured commences the transit contemplated by this insurance (in accordance
with Clause 4.1), but, without the knowledge of the assured or their employees the aircraft leaves for
another destination, this insurance will nevertheless be deemed to have attached at commencement of
such transit.

CLAIMS

Insurable Interest
7.  7.1 In order to recover under this insurance the assured must have an insurable interest in the subject-matter
insured at the time of the loss.
7.2 Subject to Clause 7.1 above, the assured shall be entitled to recover for insured loss occurring during the period covered
by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the
assured were aware of the loss and the insurers were not.

Increased Value
8.  8.1 If any Increased Value insurance is effected by the Assured on the subject matter insured under this
insurance the agreed value of the subject matter insured shall be deemed to be increased to the total amount insured
under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such
proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the assured shall provide the Insurers with evidence of the amounts insured under all other
insurances.
8.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the subject matter insured shall be deemed to be equal to the total amount insured under the primary
insurance and all Increased Value insurances covering the loss and effected on the subject matter insured by the
assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to
such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other
insurances.

BENEFIT OF INSURANCE
9.  This insurance
9.1 covers the assured which includes the person claiming indemnity either as the person by or on whose behalf the contract
of insurance was effected or as an assignee,
9.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured
10. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder
10.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
and the insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and
reasonably incurred in pursuance of these duties.

Waiver
11. Measures taken by the assured or the insurers with the object of saving, protecting or recovering the subject matter insured
shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY
12. It is a condition of this insurance that the assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE
13. This insurance is subject to English law and practice.

NOTE: Where a continuation of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is
an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.
INSTITUTE WAR CLAUSES (CARGO)

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject matter insured caused by
   1.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
   1.2 capture, seizure, arrest, restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat.
   1.3 derelict mines, torpedoes, bombs or other derelict weapons of war.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

EXCLUSIONS

3. In no case shall this insurance cover
   3.1 loss damage or expense attributable to wilful misconduct of the Assured
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured
   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors).
   3.4 loss damage or expense caused by inherent vice or nature of the subject matter insured.
   3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
   3.6 loss damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel where, at the time of loading of the subject matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

3.7 any claim based upon loss of or frustration of the voyage or adventure.

3.8 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from

4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject matter insured, where the assured are privy to such unseaworthiness or unfitness, at the time the subject matter insured is loaded therein.

4.1.2 unfitness of container or conveyance for the safe carriage of the subject matter insured where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

4.3 The insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject matter insured to destination.

DURATION
Transit clause

5. 5.1 This insurance

5.1.1 attaches only as the subject matter insured and as to any part as that part is loaded on an oversea vessel and

5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur;

5.1.3 reattaches when, without having discharged the subject matter insured at the final port or place of discharge, the vessel sails therefrom, and

5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject matter insured for on-carriage by oversea vessel or by aircraft, or the subject matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject matter insured is on carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these Clauses, or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject matter insured is subsequently reshipped to the original or any other destination, then provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches

5.3.1 in the case of the subject matter insured having been discharged, as the subject matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;

thereafter this insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject matter insured is on carrying from one port or place to another where such voyage involves a sea passage by that vessel.

5.5 Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

(For the purpose of Clause 5

“arrival” shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge.

"Oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel).
Change of voyage

6. 6.1 Where, after attachment of this insurance, the destination is changed by the assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

6.2 Where the subject matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest

8. 8.1 In order to recover under this insurance the assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to Clause 8.1 above, the assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the assured were aware of the loss and the insurers were not.

Increased value

9. 9.1 If any Increased Value insurance is effected by the assured on the subject matter insured under this insurance the agreed value of the subject matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the insurers with evidence of the amounts insured under all other insurances.

9.2 Where this insurance is on increased value the following clause shall apply:

The agreed value of the subject matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject matter insured by the assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance

10.1 covers the assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

10.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

11. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

12. Measures taken by the assured or the insurers with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

14. This insurance is subject to English law and practice.

NOTE:- Where a reattachment of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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INSTITUTE WAR CLAUSES (AIR CARGO)
(excluding sendings by Post)

RISKS COVERED

Risks
1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject matter insured caused by
   1.1 war civil war revolution insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
   1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
   1.3 derelict mines torpedoes bombs or other derelict weapons of war.

Salvage Charges
2. This insurance covers salvage charges, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

EXCLUSIONS

3. In no case shall this insurance cover
   3.1 loss damage or expense attributable to wilful misconduct of the assured.
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.
   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors).
   3.4 loss damage or expense caused by inherent vice or nature of the subject matter insured.
   3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the assured or their employees and they are privy to such unfitness at the time of loading.
      This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.
   3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against.
   3.7 loss damage or expense caused by insolvency or financial default of the owners managers charters or operators of the aircraft where, at the time of loading of the subject matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit.
      This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.
   3.8 any claim based upon loss of or frustration of the transit or adventure.
   3.9 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

Transit clause
4. 4.1 This insurance attaches only as the subject matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and terminates, subject to 4.2 and 4.3 below, either as the subject matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur;

subject to prompt notice to the Insurers and to an additional premium, such insurance reattaches when, without having discharged the subject matter insured at the final place of discharge, the aircraft departs therefrom, and terminates, subject to 4.2 and 4.3 below, either as the subject matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.

4.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject matter insured and as to any part as that part is at such intermediate place. If the subject matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2.

4.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses,
4.2 Where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by sea.

4.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and this insurance terminates in accordance with 4.1.2. If the subject matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches.

4.3.1 In the case of the subject matter insured having been discharged, as the subject matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;

4.3.2 In the case of the subject matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;

thereafter this insurance terminates in accordance with 4.1.4.

4.4 Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

(For the purpose of clause 4 “oversea vessel” shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of transit

5. 5.1 Where, after attachment of this insurance, the destination is changed by the assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

5.2 Where the subject matter insured commences the transit contemplated by this insurance (in accordance with clause 4.1), but, without the knowledge of the assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

6. Anything contained in this contract which is inconsistent with clauses 3.8, 3.9 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest

7. 7.1 In order to recover under this insurance the assured must have an insurable interest in the subject-matter insured at the time of the loss.

7.2 Subject to Clause 7.1 above, the assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the assured were aware of the loss and the Insurers were not.

Increased Value

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject matter insured under this insurance the agreed value of the subject matter insured shall be deemed to be increased to the total amount insured under this insurance and all increased value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

8.2 Where this insurance is on increased value the following clause shall apply:

The agreed value of the subject matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all increased value insurances covering the loss and effected on the subject matter insured by the assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

9. This insurance

9.1 covers the assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

9.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of assured

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

10.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly andreasonably incurred in pursuance of these duties.

Waiver

11. Measures taken by the assured or the Insurers with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
AVOIDANCE OF DELAY
12. It is a condition of this insurance that the assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE
13. This insurance is subject to English law and practice.

NOTE:- Where a reattachment of cover is requested under Clause 4, or a change of destination is notified under Clause 5, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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CL388
01/01/2009
INSTITUTE WAR CLAUSES (Sendings by Post)

RISKS COVERED

Risks
1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject matter insured caused by
   1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
   1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
   1.3 derelict mines torpedoes bombs or other derelict weapons of war.

General Average
2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

3. In no case shall this insurance cover
   3.1 loss damage or expense attributable to wilful misconduct of the Assured
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.
   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors).
   3.4 loss damage or expense caused by inherent vice or nature of the subject matter insured.
   3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above).
   3.6 any claim based upon loss of or frustration of the voyage or adventure.
   3.7 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

Transit clause
4. This insurance attaches only as the subject matter insured and as to any part as that part is first moved in the premises of the senders at the place named in the contract of insurance for the immediate commencement of the transit and continues, but with the exclusion of any period during which the subject matter insured is in packers' premises, until the subject matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.

5. Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest
6. 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
   6.2 Subject to Clause 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

BENEFIT OF INSURANCE

7. This insurance shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured
8. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder
   8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
   8.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver
9. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY
10. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE
11. This insurance is subject to English law and practice.

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CL390 01/03/2000
INSTITUTE CLASSIFICATION CLAUSE 01/01/2001

QUALIFYING VESSELS

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
   1.1 a Member or Associate Member of the International Association of Classification Societies (IACS*), or
   1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

AGE LIMITATION

2. Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.

   Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they:

   2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or

   2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

3. The requirements of this clause do not apply to any craft used to load or unload the vessel within the port area.

NATIONAL FLAG SOCIETY

4. A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

PROMPT NOTICE

5. Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

LAW AND PRACTICE

6. This insurance is subject to English law and practice.

* For a current list of IACS Members and Associate Members please refer to the IACS website at www.iacs.org.uk

1/1/01
CL354-2001
The following general provisions are incorporated in this contract:

**ENGLISH LAW AND PRACTICE CLAUSE**

This insurance is subject to English Law and practice.

**INSURABLE INTEREST CLAUSE**

1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
2. Subject to 1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the assured were aware of the loss and the underwriters were not.

**DUTY OF ASSURED CLAUSE**

It is the duty of the assured and their servants and agents in respect of loss recoverable hereunder

1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**WAIVER CLAUSE**

Measures taken by the assured or the underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**WAR EXCLUSION CLAUSE**

In no case shall this insurance cover loss damage or expense caused by

1. war civil war revolution insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
2. capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereof.
3. derelict mines torpedoes bombs or other derelict weapons of war.

**ATOMIC AND NUCLEAR EXCLUSION CLAUSE**

In no case shall this insurance cover loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

The following provision shall be paramount and shall override anything which may appear elsewhere in this contract:

Should this insurance be extended to cover any loss damage or expense excluded by the above War Exclusion Clause, such war risks cover shall not extend to any claim based upon loss of or frustration of the insured voyage or adventure.

1/10/82

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Amlin UK

Haulage policy

All information supplied by the assured in connection with this insurance forms part of the contract between the underwriters and the assured.
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@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

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.

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

Underwriters

The underwriters for Amlin UK Limited (registered in England No 2739220) being a service company 100% owned by Amlin Underwriting Limited (registered in England No 2323018) and empowered to act on behalf of Lloyd’s Syndicate 2001 managed by Amlin Underwriting Limited. The registered office of Amlin UK Limited and Amlin Underwriting Limited is The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.

Assured

The company or person named in the schedule who receives cover under this policy.

BIFA


CMR


FIATA

International Federation of Freight Forwarders Association Standard Conditions.

FTA

Freight Transport Association Standard Trading Conditions.

NAWK

National Association of Warehouse Keepers.

RHA

Road Haulage Association - Conditions of Contract 1998 unless otherwise agreed in advance by underwriters.

UKWA


All risks

Liability assumed under the contract of carriage where the assured does a) not use contract conditions and does not restrict their liability under common law b) use contract conditions but chooses not to restrict their liability for loss or damage by application of their terms.

Cabotage

Transport of goods between two points in the same country by a vehicle registered in another country.

Container

Any container, tanktainer, demountable body, flat or similar unit (including ancillary equipment whilst attached to such unit).

Event

Any one occurrence or series of occurrences consequent upon or attributable to one originating cause.

Excess

The first part of any claim recoverable under this policy which is paid by the assured.

Goods

Goods &/or merchandise not the property of the assured but for which they are responsible in accordance with the Conditions of Carriage, Contract or Trading specified in the schedule under which the assured operates as stated in the schedule.

Period of insurance

From the effective date until the expiry date (both shown in the schedule) or any subsequent period for which underwriters accept premium for renewal of the policy.

Schedule

The document which specifies details of the assured, business description, liabilities insured and any excesses, endorsements and conditions applying to the policy.

SDR

A notional currency based on the fluctuating values of a basket of international currencies and which is used in BIFA and CMR to define compensation amounts payable.
| **Transit** | The movement of **Goods** from one place to another whilst in the **assureds** custody or control including loading and unloading and temporary storage in the normal course of such movements either on or off the **vehicle**. |
| **Unattended** | When an employee of the **assured** or another person whose sole duty it is to attend the **vehicle** is not actually in or upon such **vehicle** at the time of the loss. |
| **Vehicle** | Motor vehicles, articulated vehicles, trailers and semi-trailers. |
| **Vehicle loss of use** | The costs involved in hiring replacement **vehicles** or hire purchase charges following accidental damage to loaded **vehicles**. |
| **Western Europe** | Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, Republic of Ireland. |
Section 1
Goods - Legal liability

Insuring clause
This insurance is to indemnify the assured as carrier and/or successive carriers, forwarders, warehousekeepers or bailees as stated in the schedule, for loss, destruction of or damage to goods and delay or consequential loss insofar as these are defined within carriage conditions, whilst in transit or in temporary store during the normal course of transit on or off the vehicle, including any loading and unloading, under their trading conditions by statute and at common law for which the assured is legally liable.

Provided always that
a) the liability of the underwriters shall not exceed the limits stated in the schedule; and
b) the underwriters shall not be liable for the amount of any excess stated in the schedule.

Extensions
1. Loss of or damage to equipment
The policy covers the extent of the assureds legal liabilities for loss, destruction or damage to containers and/or trailers not owned by or leased, hired or loaned to the assured but for which they are responsible but only in respect of loss or damage directly caused by fire, lightning, explosion, theft or accident to the carrying vehicle up to a maximum of GBP 75,000 any one loss.

2. Legal costs
If they have agreed in writing, the underwriters will meet any legal costs in connection with transit liability incurred and to defend the assured against claims made on them up to the limit of liability insured hereunder.

3. Debris removal and expenses
The underwriters, in addition to any other amount recoverable under this insurance, will cover costs and/or expenses reasonably incurred by the assured for
a) the removal and disposal of debris of property by reason of damage thereto but excluding absolutely any expense incurred in consequence of or to prevent or mitigate pollution or contamination or any threat thereof.

b) transferring, reloading or resecuring property following fire, collision, overturning or impact of the conveying vehicle including onward carriage to original destination up to a maximum of GBP 7,500 any one occurrence.

4. Unwitting CMR
The indemnity granted under this policy extends to include the legal liability of the assured for loss, damage or delay to goods under CMR unwittingly incurred by the assured within Western Europe subject to a limit of GBP 250,000 any one occurrence.

5. Temporary vehicle substitution
If the policy is arranged on a specified vehicle basis, underwriters will insure property carried in any similar road vehicle subject to the policy terms and security requirements when the assureds own vehicle is out of use undergoing repair, maintenance or testing.

6. Strike and road block
Underwriters agree to compensate the assured for any financial loss suffered directly as a result of an unforeseen and unavoidable delay during the ordinary course of transit of the insured vehicle within the geographical limits shown within the schedule due to
a) the blocking of public thoroughfares, border crossings, ports caused solely and directly by strikes, industrial action, demonstration, riot, civil commotion or avalanche; or
b) the cancellation of scheduled ferry crossings because of adverse weather conditions.
Compensation for the first 48 hour period is excluded but is paid thereafter at a rate of GBP 300 per 24 hours (or pro rata) per vehicle up to a maximum of 21 days. Underwriters will pay up to GBP 10,000 per event with an annual aggregate limit of GBP 20,000.
7. **Cabotage**

Underwriters agree to indemnify the **assured** for their liability under the mandatory national laws of any country within the territorial limits specified in the schedule (other than the UK) where the goods are collected, carried and delivered solely within the borders of that country provided that:

a) Liability attaches irrespective of any contract or agreement;
b) Underwriters will not pay more than GBP 250,000 any one event;
c) If at the time of any damage occurring the assured’s liability for such goods exceeds the vehicle limit then average will be applied and the assured will bear a proportionate share of the claim and considered their own Insurer

8. **Reinstatement of Sum Insured**

Underwriters will automatically reinstate the Vehicle Sum Insured shown in the schedule and, if applicable, the loss of use extension from the date of loss, unless we issue you contrary written notice. Underwriters may require you to pay an additional premium.

**Exclusions**

1. **Sub contractors**

   Unless otherwise provided, this policy does not cover any liability incurred by the **assured** for goods in the care, custody or control of subcontractors.

2. **Temperature controlled goods**

   Unless otherwise provided, this policy excludes any liability incurred from the carrying of all temperature controlled goods.

3. **Unattended vehicles**

   Unless otherwise provided, this policy does not cover theft of or from an unattended vehicle or trailer.

4. **Excluded goods**

   Unless otherwise provided, this policy does not cover any liability incurred by the **assured** arising out of the conveyance of livestock (animals), jewellery, furs, watches, precious metals and stones, treasury notes, bullion, cash, bonds, deeds, stamps, securities, manuscripts, documents and plans, non-ferrous metals and scrap, tobacco, cigars, cigarettes, bottled spirits, bottled wines, explosives, domestic audio visual equipment, photographic goods, sports equipment/clothing, mobile phones, computer chips/CPUs/microprocessors and the like, nuclear fuel/waste and goods of a dangerous nature.

   However, where the **assured** carries any of these goods as part of a load which they have collected and they are unaware that the load includes any of these goods, then this policy will provide for their liability for loss or damage on these goods up to a limit of GBP 50,000 any one loss or series of losses arising from the same event.
Section 2
Professional Indemnity

Insuring clause
This policy is extended to indemnify the assured against any claims which may be made against them during the period of insurance arising from clerical errors in moving or arranging the movement of goods, but excluding absolutely claims for bodily injury to or disease contracted by any person.

Losses falling under this extension for clerical errors and omissions are recoverable hereunder only if discovered during the period of insurance and the claim is advised in writing not later than three months after expiry of this policy.

The liability of the underwriters hereunder shall not exceed the limit shown in the schedule for any one claim and in the aggregate in any one period of insurance.

Exclusions
This policy shall not indemnify the assured in respect of any claim

a) brought about or contributed to by fraudulent, criminal or malicious act or omission of any partner or director of the assured or their predecessors in business.

b) for libel or slander.

c) arising from any breach of obligation owed by the assured as employer to any employee.

d) for any liability as principal for the charter of the whole or part of any vessel or aircraft.

e) resulting from insolvency of the assured.

f) resulting from the inability of the assured to pay or collect amounts (other than amounts which they may be required to pay or collect on behalf of their principals).

g) for breach of any duty of care where the claimants had no contract with the assured.

h) for their activities as an insurance intermediary which, for such activities, the assured should seek to have in place a specific policy to cover their Professional Indemnity as a result of their regulated activity as insurance intermediaries.

i) which would otherwise be recoverable under section 1 – Goods legal liability (whether or not section 1 is operative).
Section 3
Trailers and containers all risks

Insuring clause
This policy is extended to cover all risks of physical loss or damage to containers, trailers, tilt trailers, pallet containers, pallets, flats, equipment or similar interest of every description including sheets, ropes, packing materials, dunnage, securing chains and toggles, all the property of the assured or held by them in trust or on commission or hired by, leased by or to or loaned by or to them for which they are responsible whilst anywhere within the territorial limits of the policy including

a) recovery and/or removal charges and/or costs and expenses following loss and/or damage to the said items but in any event not exceeding GBP 2,500 any one occurrence.

b) hire charges payable by the assured under lease agreements with principals or lessors following loss or damage recoverable hereunder until such time as liability is discharged to principals or lessors or equipment is available for further use.

It is a condition precedent to the underwriters' liability under this sub-clause that the assured shall take all possible steps to mitigate the amount of charges payable to principals or lessors.

Subject to a minimum excess of 14 clear days from midnight of the day on which the loss or damage has occurred and a maximum sum payable of GBP 1,000 in respect of any one claim for any one item of insured equipment and limited to GBP 25,000 in the aggregate during the period of insurance.

c) war risks as per Institute War Clauses (Cargo) 1/1/2009.

d) strikes, riot, civil commotions and malicious damage risks as per Institute Strikes Clauses (Cargo) 1/1/2009.

e) Institute Cargo Clauses (A) clause 252 1/1/2009 so far as applicable.

f) General Average and Salvage contributions and/or charges. For the purpose of claims recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contributory value.

Exclusions
The underwriters shall not be liable for

i) wear, tear, scratching, bruising, denting and claims for the cost of repainting; unless following

ii) mechanical or electrical breakdown or derangement; or a road accident

iii) damage to tyres, road punctures, cuts or bursts

iv) theft whilst detached from the prime mover / tractor unit unless it is parked in an attended or locked premises and is fitted with an immobiliser approved by Underwriters which is in full and effective use.

Basis of valuation for claims settlement

1. In respect of damage or partial loss, the reasonable cost of repairs not exceeding the insured value of the item of equipment or, in the case of equipment on hire or lease to the assured, the reasonable cost of repairs not exceeding the amount payable in accordance with the hire or lease agreement.

2. In respect of total loss, a sum not exceeding the insured value of the item of equipment or, if there is no insured value, the market value or, in the case of equipment on hire or lease to the assured, the amount payable in accordance with the hire or lease agreement, but in any event not to exceed the actual value.

Adjustment

a) The premium to be adjusted at expiry of the period of insurance on the total value of equipment covered.

b) The premium to be calculated pro rata at the rates stated on the total value of equipment covered on the first day of each calendar month.
General exclusions

This policy does not cover any liability for loss or damage attributable to the following.

1. Inadequate documentation.

2. Liability under the CMR convention for claims arising from
   a) Article 7 (3) - omission from the consignment note of reference to the convention;
   b) Article 21 – collection of cash on delivery payments or cash against documents or similar;
   c) surrender of right of recourse under Article 37 by virtue of the liberty granted under Article 40;
   d) undertakings given under Article 24 (values in excess of 8.33 SDR per kilogram) or Article 26 (special interest);
   e) delay except as provided under Article 23 (5); or
   f) Article 38 – “Insolvency”.

3. Liability under RHA trading conditions section 11 (2) (a) &/or (b) – declaration of special interest, unless the underwriters have given their specific prior agreement.

4. Liability under NAWK / UKWA trading conditions under section 3 (iii) – increase in limit of liability, unless the underwriters have given their specific prior agreement.

5. Liability under BIFA trading conditions section 27 (D) – special arrangement to increase liability, unless the underwriters have given their specific prior agreement.

6. Mildew, inherent vice, insufficiency of insulation and/or packing, electrical &/or mechanical derangement unless caused by external means, ordinary loss in weight, evaporation, wear, tear, or consequential loss beyond that provided for under trading conditions.

7. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power of confiscation or nationalisation or requisition or destruction of or damage to property by/or under the order of any government of public or local authority (except as provided for under section 3 – Trailers and containers all risks).

8. Strikes, lockouts, labour disturbances, terrorism, riots and civil commotions (except as provided for under Section 3 – Trailers and containers all risks or the strike and road block clause).

9. Ionising radiations from, or contaminated by, radioactivity from any nuclear waste or from the combustion of nuclear fuel.

10. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

11. Any weapon of war employing atomic or nuclear fusion and / or any other like reaction force or matter.

12. Any claim for death or bodily injury to any person(s).

13. Community transit system liability.

14. Losses resulting from unroadworthy and/or knowingly overloaded vehicles.

15. Any liability, cost or expenses brought about or contributed to by dishonest, fraudulent, criminal, deliberate act or omission of the partners, owners, directors or managers of the assured.

16. Claims resulting from currency fluctuations.

17. Damage or liability resulting from the exercise or a lien.

18. Theft of or from unattended vehicle or trailer (unless otherwise amended by endorsement).

19. Livestock unless agreed with the underwriters prior to risk commencement.

20. Household &/or commercial removals unless agreed with the underwriters prior to risk commencement.

21. Any cover, claim or benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
General conditions applicable to all sections

1. Premium
   Cover hereunder is not in force until the premium has been paid.

2. Proposal form
   The assured must complete, sign and return a proposal form, which shall form the basis of this contract. The observance by the assured of the terms of this policy and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the underwriters.

3. References
   The assured must obtain written references from reliable sources for all employees, these references should be checked and full records kept. Evidence must be obtained that the employee holds a valid full UK licence to drive the vehicle in question and if required a current Operators Licence.
   In addition to the above, for all new drivers employed after the commencement of this policy, the assured must obtain a photocopy of their driver’s licence and a passport style photograph of the driver.

4. Trading conditions
   During the currency of this policy, the assured must continuously trade under the trading conditions referred to in the schedule or as otherwise approved by the underwriters and must ensure that these conditions are incorporated into all contracts entered into.

5. Alterations
   The underwriters must be advised of any changes in circumstances affecting this insurance and until they have agreed to accept such alteration or change, they shall not be liable in respect of any loss or damage occurring or liability incurred due to such alteration or change.

6. Vehicle care and security
   All vehicles conveying the property within the terms of this policy shall be maintained in an efficient and roadworthy condition and shall be subject to regular maintenance service and particular attention shall be paid to the roadworthiness of the tyres, steering, brakes and lights and all security devices to ensure safe operation under fully loaded conditions.

7. Non contribution
   This policy does not cover any loss, damage or liability incurred which at the time of the loss is insured by, or would but for the existence of this policy, be insured by any other policy, or in respect of any such sum beyond the amount which would have been payable under such other policy had this insurance not been effected.

8. Cancellation
   This policy may be cancelled at any time by either party giving 30 days’ notice in writing by post or facsimile to the last known address of either party.
   However, the underwriters may cancel this policy by giving 7 days’ notice in writing by post or facsimile to the last known address of the assured in respect of risks covered under Institute War Clauses including strikes, riots, civil commotions.

9. Subrogation
   In the event of a loss, the assured must, at the time of the loss, hold all sub contractors (if applicable) liable, clausing all consignment notes, bills of lading or airway bills (as applicable) accordingly.
   Within 48 hours the assured must confirm this to subcontractors in writing.
   The assured must assist the underwriters in enforcing any rights and remedies, in obtaining relief or indemnity from other parties to which the underwriters shall be or would become entitled or subrogated, upon paying any claim under this policy, whether or not such acts and things shall be or become necessary or required before or after a claim is paid.

10. Claims procedure
   a) In the event of an occurrence which may give rise to a claim, the assured must advise the underwriters, as soon as they are aware of such an occurrence.
   b) Every letter, notice, writ, summons and process shall be notified and forwarded to the underwriters immediately on receipt.
c) In respect of any claim on the assured by a third party, they must not make any offer, promise, payment or indemnity without the underwriters' written consent.

d) The underwriters shall be entitled to take over and conduct in the name of the assured the defence or settlement of any such claim or to prosecute in their name for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim.

e) The assured must give all such information and assistance as the underwriters may require.

11. False or fraudulent claims
If the assured shall make any claim knowing it to be false or fraudulent as regards amount or otherwise whether the claim is presented by the assured or another party on the assureds behalf this policy shall become void and all claims hereunder forfeited.

12. Jurisdiction clause
This insurance shall be governed by English Law and the English Court alone shall have jurisdiction in any dispute arising hereunder.

13. Adjustment
The policy shall be adjusted within three months of the expiry of each period of insurance and the premium payable hereunder shall be regulated by the total gross amount of charges received or receivable during each period of insurance.

A correct statement showing the actual figure and all relevant particulars (to be supported by an auditor's certificate if required by the underwriters) must be submitted to the underwriters.

Should such a figure differ from the amount on which the premium has been paid the difference in premium shall be met by a further proportionate payment to the underwriters or by a refund by the underwriters as the case may be subject to any minimum premium as may be stated in the schedule.

Gross annual charges should include all charges paid to subcontractors.

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance. This insurance does not confer any benefits on any third parties. No third party may enforce any term of this insurance. This clause shall not affect the rights of the assured or the rights of any loss payee.

15. Average
The liability of the underwriters shall not exceed the limits of liability defined herein and that if at the time of any loss, destruction or damage the property at risk at any one location or any one vehicle or trailer shall be collectively of greater value than the limits of liability, the assured shall be considered as being their own insurers for the difference and shall bear a rateable share of the loss, destruction or damage accordingly.

16. Cargo piracy notice of cancellation
(For use only with Institute Cargo Clauses)

a) Where this insurance covers piracy and/or general average, salvage and sue and labour charges arising from piracy, the underwriters may cancel such cover by giving 7 days’ notice in writing, cancellation to take effect on the expiry of 7 days from midnight of the day on which the notice is issued by them.

b) The underwriters agree to reinstate this coverage subject to agreement between them and the assured prior to the cancellation taking effect as to any new rate of premium, conditions or warranties to apply. Cancellation shall not affect any insurance which has attached before the cancellation takes effect.

c) If the cancellation is in relation to specific geographical areas, the underwriters will clearly define these areas in the notice of cancellation.

17. General Average
The cover provided under Section 1 - Goods Legal Liability shall, where applicable, extend to include the assureds liabilities for cargo’s proportion of General Average &/or salvage

a) arising solely from the breach by the assured of his contract of carriage with the customer; or
b) where the **assured** is obliged, by agreement with the customer or otherwise, to pay such proportion on cargos’ behalf.

**Underwriters** hereon shall, at the request of the **assured**, sign and issue General Average guarantees or salvage bonds for all Groupage Cargo shipped by the **assured** and the **assured** shall, as soon as possible thereafter, use their best endeavours to secure guarantees or bonds from each individual customer or their respective Marine underwriters.

Should the **assured** or **underwriters** fail to secure guarantees or bonds or the payment of any subsequent contribution of adjustment from individual customers or their respective Marine underwriters, **underwriters** shall pay such sums accordingly.
Policy summary

This document provides a summary of coverage provided by this insurance package policy and as such all terms and conditions are not provided in full. These can however be found in the policy document. This summary is provided for your information only and does not form part of the insurance contract.

### Features and Benefits

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<th>Standard cover</th>
<th>Optional cover</th>
<th>Policy ref</th>
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<tr>
<td>Liability for goods that are transported subject to the CMR convention within Great Britain, Channel Islands, Isle of Man and Eire.</td>
<td>Maximum GBP 250,000 any one vehicle.</td>
<td></td>
<td></td>
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<tr>
<td>Liability for goods that are transported subject to the CMR convention within Western Europe.</td>
<td>Maximum GBP 250,000 any one vehicle.</td>
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<tr>
<td>All risks cover subject to various exclusions where the assured has elected to have claims paid in full regardless of the contractual liability.</td>
<td>Up to agreed vehicle sum insured.</td>
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<td>Goods carried under standard RHA conditions.</td>
<td>GBP 1,300 per ton of carrying capacity.</td>
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<td>GBP 100 per ton.</td>
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<td>GBP 100 per ton.</td>
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<td>2,000 SDR per ton. 666.67 SDR per package.</td>
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<td>In accordance with basis of cover agreed.</td>
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<td>GBP 2,000 per ton of carrying capacity.</td>
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<td>Legal costs for which the assured is legally liable or for which underwriters agree to pay in respect of a valid claim.</td>
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<td>Loss or damage to own tarpaulins, sheets, ropes etc.</td>
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<td>GBP 250,000 any one loss.</td>
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<td>GBP 300 per day.</td>
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For more information please visit www.insolvencyrs.com or contact 0115 9084931.

Prepared by Insolvency Risk Services
5th Floor, City Gate East, Tollhouse Hill, Nottingham, NG1 5FS