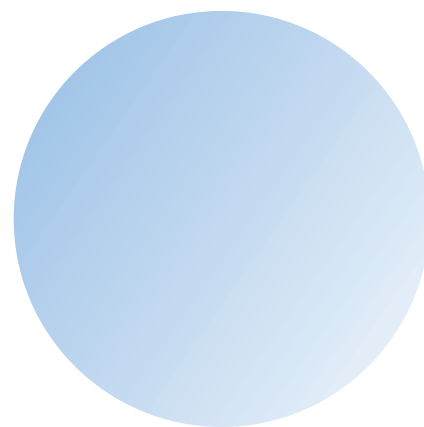
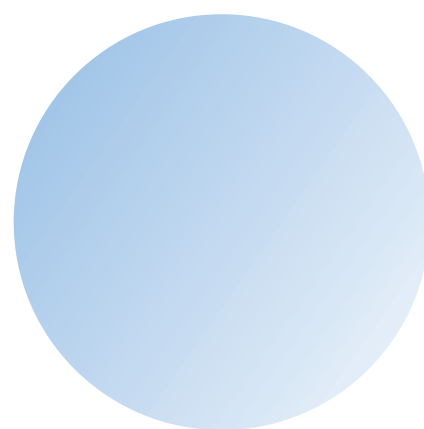




**ZURICH  
MUNICIPAL**

# Police Select

Policy document



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# A warm welcome to Zurich

Thank **you** for taking out **your** Police Select Insurance policy with **us** and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich **we** have **your** future in mind and look forward to working closely with **you**.

# Police Select Policy

This policy is a contract between **you** and **us**. **You** have made a proposal to **us** which is the basis of and forms part of this contract.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

**We** will insure **you** under those parts stated in the schedule during any period of insurance for which **we** have accepted **your** premium provided always that all the terms and conditions of this policy are kept. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

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

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

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

## Law applicable to this contract

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

**You** agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc.



**Stephen Lewis**

Chief Executive Officer of Zurich Insurance plc, UK Branch.

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

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet **your** needs return them to **us**.

## How we will use your data

**We** hold personal data in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers for underwriting and claims purposes. **You** should show this to anyone whose personal data may be processed to administer this policy.

## Motor Insurance Database

**Your** policy details will be added to the Motor Insurance Database (MID) run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLI for the purpose of Electronic Vehicle Licensing and by the police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If one of **your** vehicles is involved in an accident in the United Kingdom or abroad other United Kingdom insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information. Persons pursuing a claim in respect of a road traffic accident including citizens of other countries may also obtain relevant information which is held on the MID. **You** can find out more about this from **our** Customer Service Team or at [www.mib.org.uk](http://www.mib.org.uk).

### **Policy Administration**

In order to administer **your** insurance policy and any claims made under this policy **we** may share personal data provided to **us** with other companies within the Zurich Financial Services Group and with business partners including overseas companies. If **we** do transfer **your** personal data including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

### **Claims History**

Under the conditions of this policy **you** must tell **us** about any incidents or circumstance that might give rise to a claim whether or not it is **your** intention to claim. When **you** tell **us** about an incident or circumstance **we** will pass information relating to it to the relevant database. **We** may search these databases when **you** apply for insurance, in the event of any incident, circumstance or claim or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

### **Fraud Prevention and Detection**

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

- a) share information about **you** with other organisations including the police
- b) undertake credit searches
- c) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

# General Definitions

Certain words in this policy have special meanings. These meanings are given below and apply wherever the words appear in bold.

## Buildings

Buildings of the **premises** for which **you** are legally responsible including:

- a) landlords' fixtures and fittings
- b) oil tanks, outbuildings, extensions, annexes, exterior swimming pools, canopies, fixed signs and gangways
- c) walls, gates and fences
- d) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains
- e) adjoining and specifically associated yards, car parks, roads, pavements and forecourts all constructed of solid materials
- f) foundations.

## Business

The usual activities of a police force and its governing body including:

- a) the provision and management of catering, social, sports, first aid or welfare activities for **employees**
- b) **your** fire, security and ambulance services
- c) maintenance of the **buildings**, plant and equipment
- d) activities of any **member** or **employee** approved by **you** in connection with outside organisations but only where **you** are legally entitled to:
  - i) approve such activities
  - ii) indemnify any such **member** or **employee** in respect of such activities.

## Business Interruption

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**.

## Chief Officer

Chief Constable, Deputy Chief Constable and Assistant Chief Constable.

## Computer Equipment

- a) Computer hardware and its peripheral devices including interconnecting wiring and media used for electronic processing, communication and storage of data
  - b) temperature and environmental control, power supply and voltage regulating equipment and protective devices exclusively for use with computer hardware
  - c) computer software held on media
  - d) operating systems and proprietary software packages
- in **your** custody and control.

### **Constable**

A constable (being a police officer with power of arrest) or special constable under the direction of **your relevant officer**.

### **Contents**

Contents belonging to **you** or held by **you** in trust for which **you** are legally responsible in or on any **building** stated in the schedule including:

- a) tenants' improvements, alterations and decorations
- b) personal effects not otherwise insured belonging to any **director, constable, employee, volunteer** or visitor other than motor vehicles for an amount not exceeding £1,500 in respect of any one person
- c) contents of outbuildings
- d) contents in open yards
- e) computer systems records except for an amount not exceeding £75,000 any One Event in respect of the cost of materials and clerical labour and computer time expended in their reproduction
- f) patterns, models, moulds, plans or designs for an amount not exceeding £7,500 for any one item or set of items

but excluding

- i) landlords' fixtures and fittings
- ii) **money**
- iii) securities of whatsoever nature
- iv) livestock
- v) growing crops, trees, shrubs, plants or turf
- vi) motor vehicles licensed for road use including accessories thereon
- vii) documents, manuscripts and business books except for the cost of the materials and clerical labour expended in their reproduction
- viii) any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records.

### **Damage**

The word '**damage**' in lower case and bold means physical loss or damage.

### **Data Processing System**

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

### **Defined Peril**

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

### **Denial of Service Attack**

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

### **Employee**

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
- b) under a work experience or similar scheme
- c) hired or borrowed by **you** from another employer

and working for and while under the direct control or supervision of **you** or **your relevant officer** in connection with the **business**.

### **Event**

All occurrences causing injury, **damage** or other loss arising out of one original and identifiable cause that happens at a fixed time and place.

### **Excess**

The amount stated in this policy, the schedule or any endorsement to this policy for which **you** are responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

### **Hacking**

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

### **Member**

Any member or co-opted member of **yours** or of **your** committees or subcommittees.

### **Money**

Any current coinage, current bank and currency note, bill of exchange, luncheon voucher, cheque, bankers' draft, national giro draft, money order, postal order, current postage stamp, unused unit in any postage stamp franking machine, revenue stamp, national savings stamp, national savings certificate, holiday with pay stamp (provided **you** are not otherwise indemnified), credit, debit or charge card, sales voucher, phonecard, consumer redemption voucher and gift token accepted by **you**, Value Added Tax purchase invoice and trading stamp belonging to **you** or for which **you** have accepted responsibility and held in connection with the **business**.

### **Non-Ranking Deductible**

The amount stated in the schedule to be deducted from each and every loss at each separate **premises** before contributing towards the annual aggregate or once the annual aggregate has been breached.



### **Nuclear Installation**

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

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

### **Nuclear Reactor**

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

### **Premises**

The premises stated in the schedule.

### **Property**

Physical property.

### **Reinstatement**

- a) The rebuilding or replacement of **property** suffering **damage** which provided always that **our** liability is not increased may be carried out:
  - i) in any manner suitable to **your** requirements
  - ii) upon another site
- b) the repair or restoration of **property** suffering **damage**

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

### **Relevant Officer**

**Your** relevant officer as defined in section 51A subsection 2 of the Health and Safety at Work Act etc. 1974.

### **Retained Liability**

The amount that will be deducted from any payment after the application of all the terms and conditions of this part.

### **Special Definitions**

Wherever words commencing with a capital letter appear in a part following Special Definitions they will have the same defined meaning within that part of this policy.

### **Stock**

Stock and materials in trade belonging to **you** or for which **you** are legally responsible.

### **Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### **Terrorism**

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

### **Virus or Similar Mechanism**

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

### **Volunteer**

Any person volunteering to assist or co-opted to assist **you** in the **business**.

### **We, Us, Our or Ours**

In respect of:

- a) part M DAS Legal Expenses Insurance Company Limited
- b) part N Zurich Management Services Limited
- c) in respect of all other parts Zurich Municipal and Zurich Insurance plc.

### **You, Your, Yours or Yourselves**

The police authority or joint police board stated in the schedule as the insured or in respect of part N as the contract holder.

# General Exclusions

This policy does not cover:

## 1. Date Related Performance and Functionality

Not applicable to parts F, G, I, J, K, L, M, N, Q, R and S.

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

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

whether such **data processing system** is **your** property or not but in respect of all insurances other than parts H, O and P this will not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a **defined peril** otherwise covered by this policy

## 2. Nuclear and War Risks, Government or Public Authority Order and Sonic Bangs

Not applicable to part N.

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

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not exclude radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e) except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:
  - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
  - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

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

f) does not apply in respect of part L.

# General Provision

## **1. Limit of Indemnity**

In the event of Damage or **business interruption** arising from any One Event the maximum liability in respect of any one **building** or other specified **property** including **contents, stock** and goods held by **you** in trust of for which **you** are responsible therein will not exceed the amount stated in the schedule in respect of parts A, B, C, D and E in the aggregate.

# General Conditions

## 1. Arbitration

Provided that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against **us**.

## 2. Cancellation

**We** may cancel this policy or any part or portion thereof by giving 30 days notice in writing by special delivery mail to **you** at **your** last known address and in such event **you** will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

## 3. Claims Procedures

### a) Your Responsibilities or in the case of part S those of any Person Insured

It is agreed that:

- i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim **you** or in the case of part S any Person Insured will:
  - 1) as soon as reasonably possible give notice to **us**; and
  - 2) preserve any damaged or defective **property** for examination by **our** representatives unless **we** have authorised **you** to dispose of such **property**; and
  - 3) as soon as reasonably possible notify the police in respect of any **damage** caused by theft, attempted theft or malicious persons; and
  - 4) as soon as reasonably possible forward to **us** any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against **you**; and
  - 5) take action to minimise **damage** and to avoid interruption or interference with the **business** and to prevent further **damage** or injury; and
  - 6) at **your** own expense and:
    - A) within 7 days of **damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
    - B) as soon as reasonably possible:
      - a) after the expiry of the indemnity period in respect of part B
      - b) in respect of any other **damage**, interruption or interference with the **business** or injury or disease

supply full details of the claim in writing to **us** together with any evidence and information that may be reasonably required by **us** for the purpose of investigating or verifying the claim

- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without **our** written consent.

### b) Our Rights

**We** will:

- i) be entitled to take over the defence or settlement of any claim made against **you** or any person entitled to indemnity under this policy and **you** will give all assistance as may be reasonably required by **us**; and

- ii) have the right to enter the premises where the **damage** has occurred and to keep possession of any of the **property** insured and to deal with the salvage in a reasonable manner but **you** will not be entitled to abandon any **property** to **us**; and
- iii) be entitled to take the benefit of any rights of **yours** against any other party before or after **you** have received indemnification under this policy and **you** will give all assistance as may be reasonably required by **us**; and
- iv) not be bound if **we** elect to reinstate or replace any **property** to reinstate or replace it exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any one item insured more than the sum insured stated in the schedule.

#### 4. Fraud

If any claim is in any respect fraudulent or if any fraudulent means be used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy or if any **damage** or injury be occasioned by **your** wilful act or with **your** connivance all benefit under this policy will be forfeited.

#### 5. Increase in Risk

**You** will notify **us** as soon as possible of any change in circumstances occurring after the commencement of this policy whereby the risk of accident, **damage** or injury is increased.

#### 6. Long Term Undertaking

This condition will be applicable separately to each part of this policy unless otherwise stated in the schedule.

In consideration of a discount being incorporated in the premiums on parts of this policy **you** undertake to offer annually the insurance under each such part on the terms and conditions in force at the expiry of each period of insurance and to pay premiums in advance it being understood that:

- a) **we** will be under no obligation to accept an offer made in accordance with this undertaking
- b) the sum insured may be reduced at any time to correspond with any reduction in value or in the **business**
- c) in respect of parts L, N and O only rates will be amended at each renewal date in line with the change in the Average Earnings Index for Whole Economy Excluding Bonuses during the period of 12 months which expires 3 months prior to the month of renewal.

This undertaking applies to any policy or part which may be issued by **us** in substitution for this policy or part and the same discount will be incorporated in the premium on any substituted policy or part issued by **us**.

Payment of the first or renewal premium will be deemed acceptance by **you** of this condition.

#### 7. Observance

The due observance and fulfilment of the terms and conditions of this policy by **you** in so far as they relate to anything to be done or complied with by **you** will be a condition precedent to **our** liability to make any payment under this policy.

#### **8. Other Insurances**

If at the time of any occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

#### **9. Policy Interpretation**

Each part of this policy is declared to be a separate contract but will be subject to the general definitions, general exclusions, general provision and general conditions. All reference to policy will mean any or all operative parts.

#### **10. Policy Voidable**

This policy will be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

#### **11. Premium Adjustment**

If any part of the premium is calculated on estimates supplied by **you** an accurate record will be kept by **you** containing all information relative thereto and **you** will allow **us** to inspect such record. **You** will within one month from the expiry of each period of insurance supply to **us** such particulars and information as **we** may require. The premium for such period will thereupon be adjusted and the difference paid by or allowed to **you** as the case may be subject always to the minimum premium stipulated.

#### **12. Reasonable Care**

**You** will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury or **damage**. In addition **you** will comply with maker's recommendations made in respect of equipment insured under this policy.

# Part A – Material Damage

## Section 1 – Special Definitions

### Damage

damage to the **property** insured stated in the schedule caused by any of the insured perils stated in the schedule.

### Declared Value

Your assessment of the cost of **reinstatement** of the **property** insured calculated in accordance with paragraph a) of the **reinstatement** general definition at the level of costs applying at the inception of each period of insurance ignoring inflationary factors which may operate subsequently together with in so far as the insurance under the item provides due allowances for:

- a) the additional cost of reinstatement to comply with European Union and public authority requirements
- b) professional fees
- c) debris removal costs.

### Housing Properties

**Buildings** of all private dwelling houses, bungalows, maisonettes and flats belonging to **you** or held by **you** in trust for which **you** are legally responsible all within the **territorial limits**.

### One Event

The total of all losses arising from one occurrence or all occurrences of a series consequent upon or attributable to one original cause after the application of all the terms and conditions of this part.

For losses attributed separately to **damage** by insured perils 5, 6, 7, 8, 9, 10 or 12 One Event means any separate period of 72 consecutive hours during the currency of this part.

### Terrorism

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

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

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

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

- i) involves violence against one or more persons
- ii) involves damage to property
- iii) endangers life other than that of the person committing the action
- iv) creates a risk to health or safety of the public or a section of the public
- v) is designed to interfere with or to disrupt an electronic system



- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

## Section 2 – The Cover

In the event of Damage occurring during the period of insurance **we** will pay **you** the value of the **property** at the time of its Damage or the cost of repair of the Damage or at **our** option indemnify **you** by reinstatement, replacement or repair.

Provided always that **our** liability under this part will not exceed:

- a) in the whole the total sum insured or in respect of any item its sum insured or any other limit of indemnity stated in the schedule at the time of the Damage
- b) the sum insured (or limit) remaining after deduction for any other Damage occurring during the same period of insurance unless we have agreed to reinstate any such sum insured (or limit).

### 2.1 Automatic Reinstatement of Sum Insured

In the absence of written notice by **us** or **you** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which **you** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance provided always that **you** take immediate steps to effect such additions to or variations in the protections of the **property** insured as we may require.

### 2.2 Capital Additions and Alterations

This part includes:

- a) any newly acquired **buildings** or **contents** not otherwise insured within the **territorial limits**
- b) completed alterations, additions or improvements to **buildings** or **contents**

but not in respect of any appreciation in value during the current period of insurance at any of the **premises** insured.

Provided always that:

- i) at any one site **our** liability will not exceed £5,000,000
- ii) **you** will supply to **us** details of all such extensions of cover at the end of each period of insurance and pay any additional premium required.

### 2.3 Contracting Purchasers

If at the time of Damage **you** have contracted to sell **your** interest in any **building** and the purchase has yet to be completed when completion takes place the purchaser will be entitled to the benefit under this part provided always that the **property** is not otherwise insured.

### 2.4 Drains and Gutters

This part includes reasonable costs and expenses necessarily incurred with **our** consent in cleaning or clearing drains, sewers or gutters following Damage to **your property** or **property** for which **you** are legally responsible provided always that **our** liability any One Event will not exceed £10,000.

## 2.5 European Union and Public Authority Requirements (including Undamaged Property)

Subject to the following supplementary conditions this part in respect of **buildings** and **contents** includes the additional cost of reinstatement including demolition and site clearance incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Union legislation
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

hereinafter referred to as 'the Stipulations' in respect of Damage to the **property** insured and undamaged portions thereof.

**We** will not pay for:

- i) the cost incurred in complying with the Stipulations:
  - 1) in respect of **damage** not insured under this part
  - 2) under which notice has been served upon **you** prior to the happening of the Damage
  - 3) for which there is an existing requirement which has to be implemented within a given period
  - 4) in respect of **property** entirely undamaged
- ii) the additional cost that would have been required to make good the **property** suffering Damage 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.

### Supplementary Conditions

1. The work of **reinstatement** must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as **we** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to **our** liability under this clause not being increased.
2. If **our** liability in respect of any item under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then **our** liability under this clause will be reduced in like proportion.
3. The total amount recoverable under this clause will not exceed:
  - a) in respect of the **property** suffering Damage:
    - i) 15% of its sum insured
    - ii) where the sum insured under the item applies to **property** at more than one **premises** 15% of the amount for which **we** would have been liable had the **property** insured under the item at the **premises** where the Damage has occurred been wholly destroyed
  - b) in respect of undamaged portions of **property** other than foundations 15% of the total amount for which **we** would have been liable had the **property** insured under the item at the **premises** where the Damage has occurred been wholly destroyed.

## 2.6 Fire Extinguishment Expenses

This part includes reasonable costs and expenses necessarily incurred by you for:

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

following Damage.

Provided always that our liability any One Event will not exceed £10,000.

## 2.7 Freezer and Refrigerated Cabinet Contents

This part includes **damage to contents** contained in any deep freezer or refrigeration cabinet or compartment which is not more than 10 years old caused by:

- a) change in temperature resulting from:
  - i) mechanical or electrical breakdown of the appliance
  - ii) accidental failure of the public electricity supply at the terminal points of the supplier's feed to the **premises**
- b) accidental leakage of refrigerant or refrigerant fumes.

We will not pay for:

- 1) **damage** due to your deliberate act or that of the electricity supplier
- 2) the first £250 of each loss.

Provided always that our liability in respect of **damage** will not exceed £2,500 for the **contents** of any one deep freezer or refrigeration cabinet or compartment nor £10,000 in any one period of insurance.

## 2.8 Glass

In the event of accidental breakage of fixed glass not otherwise insured at the **premises** for which you are legally responsible we will pay you the reasonable cost of:

- a) replacement of such glass with glass of a similar quality or as otherwise recommended by the British or European Standard at the time of breakage
- b) temporary boarding up necessarily incurred through breakage of the glass
- c) repairing **damage** to frames and framework of any description and the cost of removing or replacing any **stock** or **contents** in order to replace the glass provided always that our liability any One Event will not exceed £5,000.

We will not pay for:

- i) scratched glass
- ii) breakage or **damage** resulting from repairs or alterations to the **premises** or while the **premises** are unoccupied
- iii) the first £100 of each and every loss at each separate premises.

### 2.9 Landscaped Gardens

This part includes reasonable costs and expenses necessarily incurred with **our** consent in making good **damage** caused by the emergency services to landscaped gardens or grounds at the **premises** caused by Damage but excluding:

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

Provided always that **our** liability any One Event will not exceed £10,000.

### 2.10 Metered Water

This part includes the cost of metered water for which **you** are legally responsible arising from its escape.

Provided always that:

- a) the amount payable in respect of any one **premises** is limited to such excess water charges resulting from accidental escape of water from pipes, apparatus or tanks in consequence of Damage
- b) **our** liability any One Event will not exceed £10,000.

### 2.11 Non-Invalidation

This insurance will not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to **you** provided always that **you** immediately on becoming aware give **us** notice and pay an additional premium if required.

### 2.12 Reinstatement Basis

Subject to the following supplementary conditions the basis upon which the amount payable in respect of **buildings** and **contents** is to be calculated will be **reinstatement**.

#### Supplementary Conditions

1. **Our** liability for the repair of partially damaged **property** will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
  - a) unless **reinstatement** commences and proceeds without delay
  - b) until the cost of **reinstatement** has been incurred
  - c) if the **property** insured at the time of its Damage is insured by any other insurance effected by **you** or on **your** behalf which is not on the same basis of **reinstatement**.

3. All the terms and conditions of this part will apply:
  - a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
  - b) where claims are payable as if this clause had not been incorporated.
4. If at the time of **reinstatement** the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **property** covered under any item subject to this clause exceeds its sum insured at the commencement of any Damage **our** liability will not exceed that proportion of the amount of the Damage which the said sum insured bears to the sum representing the total cost of reinstating the whole of such **property** at that time.

### 2.13 Trace and Access

In the event of **damage** resulting from insured perils 10 or 13f) if insured this part includes the reasonable costs and expenses necessarily incurred with **our** consent in locating the source of such **damage** and the subsequent making good of any **damage** caused provided always that **our** liability any One Event will not exceed £10,000.

### 2.14 Underground Services

This part includes accidental damage to oil tanks, piping, ducting, cables, wires and associated control gear and accessories serving the **buildings** but only to the extent of **your** legal responsibility provided always that **our** liability any One Event will not exceed £10,000.

### 2.15 Upgrading Sprinkler Installation

This part includes additional costs incurred following Damage to any automatic sprinkler installation in the event that on repair or reinstatement **we** require it to conform to the Loss Prevention Certification Board rules for automatic sprinkler installations current at that time.

## Section 3 – Special Provisions

### 1. Debris Removal

The insurance under each item includes an amount in respect of reasonable costs and expenses necessarily incurred with **our** consent in:

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

the **property** insured following Damage.

**We** will not pay for any costs or expenses:

- i) incurred in removing debris except from the site of such **property** suffering Damage and the area immediately adjacent to such site
- ii) arising from pollution or contamination of **property** not insured under this part.

## 2. Designation

For the purposes of determining where necessary the heading under which any **property** is insured **we** agree to accept the designation in **your** records.

## 3. Inadvertent Omissions

**You** having notified **us** of **your** intention to insure all **property** as insured under this part in which **you** have an interest and **your** belief being that all such **property** is insured if hereafter any **property** is found to have been inadvertently omitted **we** will deem it to be insured under the terms and conditions of this part subject to payment of the premium on all such **property** erected or purchased as from the inception of this part or from the date of **your** interest in such **property** provided always that **our** liability at any one site will not exceed £5,000,000.

## 4. Involuntary Betterment

In the event that replacement **property** of like kind and quality is not obtainable new **property** which is as similar as possible to that suffering Damage and which is capable of performing the same function will be deemed to be new **property** of like kind and quality and in no event shall this be considered as betterment.

**We** will also pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between new equipment installed to replace equipment suffering Damage and undamaged existing equipment at the same or an interdependent location.

Provided always that **we** will only be liable for:

- a) the amount sufficient to allow **you** to resume operations in substantially the same manner as before the Damage
- b) the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment.

## 5. 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 **building** will not prejudice the interest of any mortgagee, freeholder or lessor.

Provided always 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 **you** pay an additional premium if required.

## 6. Other Interests

It is agreed that various parties may have a legal interest in a portion of the **property** insured and **you** undertake to declare the name, nature and extent of any interest of such party at the time of Damage.

## 7. Professional Fees

The insurance under each item on **buildings** and **contents** includes an amount in respect of reasonable architects', surveyors', legal and consulting engineers' fees necessarily incurred in the reinstatement or repair of the **property** insured consequent upon its Damage but not for preparing any claim.

## 8. Rent

Any item on rent applies only if any **building** or any portion of it is unfit for occupation in consequence of its Damage and the amount payable will not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured.

## 9. Subrogation Waiver

In the event of a claim arising **we** agree to waive any right, remedy or relief to which **we** might become entitled by subrogation against any tenant or lessee in respect of Damage to that portion of the **premises** in the demise of that tenant or lessee or to those portions of the **premises** in which all the tenants have a common interest where the premium has been paid by the tenant or lessee unless the Damage arises out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's wilful act or recklessness.

## 10. Underinsurance

The sum insured under each item other than those applying solely to debris removal, professional fees, rent or private dwelling houses is declared to be separately subject to underinsurance.

If at the commencement of Damage a sum insured under any item which is declared to be subject to underinsurance is less than the value of the **property** covered under that item **you** will be considered as being **your** own insurer for the difference and the amount payable will be proportionately reduced.

## 11. Workmen

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

# Section 4 – Special Conditions

## 1. Automatic Fire Alarm Installation

It is a condition precedent to **our** liability in respect of Damage that for any automatic fire alarm installation in **your** custody or control **you** will:

- a) not make without **our** written consent any alteration or variation to any installation which has been required by **us**; and
- b) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed; and
- c) carry out the maintenance procedures specified by the manufacturers of the equipment; and
- d) notify **us** immediately of any disconnection or failure likely to leave any area unprotected for 12 hours or more; and
- e) record details of any alarm activation, fault, test, maintenance and disconnection and keep such details available for examination by **our** representatives.

## 2. Automatic Sprinkler Installation

It is a condition precedent to **our** liability in respect of Damage that for any automatic sprinkler installation in **your** custody or control **you** will:

- a) take all reasonable steps to prevent frost and other damage to the installation and if it is **your** responsibility maintain:
  - i) the installation including any automatic external alarm signal in efficient working order; and
  - ii) ready access to the water supply control facilities; and
- b) in the event that change, repair or alteration to the installation is proposed notify **us** in writing and obtain **our** written consent; and
- c) notify **us** immediately of any disconnection or failure likely to leave any area unprotected for 12 hours or more; and
- d) allow **us** access to the **premises** at all reasonable times for the purposes of inspecting the installation; and
- e) carry out a test:
  - i) every week for the purpose of ascertaining:
    - 1) the condition of any automatic external alarm signal and the relevant batteries; and
    - 2) that the water motor alarm is in working order and that the stop valves controlling the individual water supplies and the installation are fully open the results of such tests to be recorded; and
    - 3) that any pump can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct with the completion of these tests being recorded; and
  - ii) quarterly or half-yearly if **we** require it for the purposes of ascertaining that each water supply is in order with the particulars of each test being recorded; and
- f) remedy promptly any defect revealed by such tests or otherwise. In the event that repairs or alterations become necessary to the installation **we** may at **our** option suspend cover against accidental escape of water from the installation if insured until the alteration or repairs have been carried out and approved by **us** in writing; and
- g) have a contract with installing engineers approved by **us** providing for the maintenance and half-yearly inspection of the installation and to obtain following each inspection certification that it is in satisfactory working order.

## 3. Firebreak Doors and Shutters

**You** will maintain any firebreak doors and shutters in **your** custody or control in efficient working order and such doors and shutters will be kept closed except during working hours.



#### 4. Fire Extinguishing Appliances

Fire extinguishing appliances will be serviced and maintained under an annual service contract arranged by **you** with a competent service provider.

This part will not be invalidated as a result of any defect in any of the said appliances unknown to **you** or beyond **your** control.

#### 5. Intruder Alarm Installation

In respect of any intruder alarm system in **your** custody and control and required by **us** it is a condition precedent to **our** liability in respect of Damage that:

- a) any such intruder alarm is:
  - i) designed and installed in accordance with a specification approved by **us** and no alteration or variation of any system or any structural alteration to the **premises** which would affect any system will be made without **our** written consent; and
  - ii) inspected and maintained under a contract with a company which is approved by **us**; and
  - iii) put into full and effective operation whenever the alarmed portion of the **premises** is closed for business or unattended; and
- b) **you** will maintain security of any key or other device and record of a code for the operation of any system and these will be removed from the **premises** whenever they are closed for business or unattended except that where a portion of the **premises** is occupied residentially by **you** or any **employee** any key or other device and record of a code will be removed from the business portion of the **premises**; and
- c) in the event of **you** receiving any notification or becoming aware that:
  - i) any system cannot be returned to or maintained in full working order
  - ii) any alarm transmission system is not in full and effective working order
  - iii) any alarm transmission or central station service has been withdrawn
  - iv) the police response to any system has been withdrawn or downgraded
  - v) notice has been received that imposes any requirement for abatement of a nuisance under the terms of the Environmental Protection Act 1990 or any similar legislation

**you** will notify **us** immediately and will take immediate steps to effect such additions to or variations in the protections of the **property** insured as **we** may require; and
- d) for any system that incorporates an automatic transmission system between any protected building and a central monitoring station **you** will:
  - i) appoint at least 2 keyholders and lodge written details with the police and any central monitoring station; and
  - ii) notify the police and the central monitoring station of any changes to keyholder details; and
  - iii) ensure that in the event of notification of any activation of the system or interruption of any means of communication a keyholder attends the **premises** without delay.

## 6. Physical Protection

It is a condition precedent to **our** liability that:

- a) any additional protection required by **us** will be fitted in accordance with **our** requirements and together with all other devices for the protection of the **property** insured will be kept in good order and put into full and effective operation whenever the **premises** are closed for business or unattended; and
- b) **you** will maintain security of any key or other device and record of a code relative to the security of the **premises** or to any safe or strongroom containing the **property** insured and these will be removed from the **premises** whenever they are closed for business or unattended except that where a portion of the **premises** is occupied residentially by **you** or any **employee** any key or other device and record of a code will be removed from the business portion of the **premises**.

## 7. Unoccupied Buildings

Immediately **you** become aware **you** will notify **us** when any **building** becomes unoccupied or when an unoccupied **building** or a portion of it becomes occupied and **you** will:

- a) take immediate steps to effect such additions to or variations in the protections of the **property** insured as **we** may require; and
- b) pay an additional premium or an increase in **your retained liability** will be applied if required.

Immediately **you** become aware that any **building** is unoccupied **you** will:

- i) turn off all mains services except for the electricity supply to maintain any fire or intruder alarm system; and
- ii) completely drain the water system except that during the period 1 October to 1 April each year any central heating systems may be kept working at a minimum temperature of 5 degrees celsius. Where sprinkler systems are installed and water supplies must be maintained heating must be kept at a minimum temperature of 5 degrees celsius; and
- iii) arrange internal and external inspections of the **building** by an authorised representative, ensure such inspections are recorded and carried out at a frequency to be notified in writing by **us** and remove all waste and repair all **damage** identified in the course of such inspections without delay; and
- iv) seal up all letter boxes and take steps to prevent accumulation of mail; and
- v) secure the **building** against unlawful entry by closing and locking doors and windows and setting any fire or intruder alarm systems.

# Part B – Business Interruption – Additional Expenditure

## Section 1 – Special Definitions

### Additional Expenditure

- a) Reasonable additional costs and expenses necessarily incurred in order to effectively continue administration and maintain services
- b) legal, clerical and other charges incurred in the replacement or restoration of deeds, plans, specifications, documents, books of account, card indexes and other office records

less any sum saved during the Indemnity Period in **your** normal expenditure which may have been effected in consequence of the Incident.

### Incident

**damage** by any of the insured perils stated in the schedule to **property** used by **you** at the **premises** for the purposes 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** are affected.

### Maximum Indemnity Period

The period stated in the schedule.

### Terrorism

- a) In respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:  
  
acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- b) in respect of any occurrence elsewhere than as described in a) above:  
  
any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

## Section 2 – The Cover

In the event of an Incident during the period of insurance in consequence of which the **business** carried out by **you** at the **premises** be interrupted or interfered with **we** will pay **you** the amount of any Additional Expenditure except that relating to computer or data processing systems for the sole purpose of avoiding or diminishing the interruption of or interference with the **business** which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident.

Provided always that:

- a) at the time of the Incident there is in force an insurance covering **your** interest in the **property** against such Incident and that payment:
  - i) has been made or liability admitted therefor
  - ii) would have been made or liability admitted but for a proviso excluding liability for losses below a specified amount
- b) **our** liability under this part will not exceed:
  - i) the sum insured or any other limit of indemnity stated in the schedule at the time of the Incident
  - ii) the sum insured (or limit) remaining after deduction for any other interruption or interference consequent upon any Incident occurring during the same period of insurance unless **we** have agreed to reinstate the sum insured (or limit).

### 2.1 Automatic Reinstatement of Sum Insured

In the absence of written notice by **us** or **you** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which **you** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance provided always that **you** take immediate steps to effect such additions to or variations in the protections of the **property** insured under part A as **we** may require.

## Section 3 – Special Provision

### 1. Value Added Tax

To the extent which **you** are accountable to the tax authorities for Value Added Tax all terms in this part will be exclusive of such tax.

## Section 4 – Optional Extension

Applicable only where stated in the schedule.

### 1. Public Utilities and Prevention of Access

Any loss as insured under this part resulting from interruption of or interference with the **business** in consequence of **damage** by an insured peril to **property** at the under-noted sites within the **territorial limits** will be deemed to be an Incident:

- a) any generating station or sub-station of any public electricity supplier
- b) any land-based premises of any public gas supplier or any natural gas producer linked directly to them
- c) any water works or pumping stations of any public water supplier
- d) any land-based premises of any public telecommunications supplier  
from which **you** obtain electricity, gas, water or telecommunications services
- e) any site in the vicinity of the **premises** which prevents or hinders the use of or access to the **premises** excluding **damage** to property of any supplier which prevents or hinders the supply of services by any electricity, gas, water or telecommunications supplier to the **premises**.

Provided always that **our** liability will not exceed £1,000,000.

# Insured Perils to Parts A and B

Applicable to parts A and B.

## 1. Fire

Fire but excluding **damage** to **property** or **business interruption** caused by:

- a) explosion resulting from fire
- b) earthquake
- c) its undergoing any heating process or any process involving the application of heat.

Lightning

Explosion:

- a) of gas used for domestic purposes only
- b) of boilers used for domestic purposes only; and
- c) in respect of part B of any other boilers or economisers on the **premises**

but excluding **damage** or **business interruption** caused by earthquake.

## 2. Housing Minimum Perils

In respect of **buildings** of private dwellings fire, lightning, explosion and aircraft or other aerial devices or articles dropped from them.

## 3. Explosion

Explosion excluding:

- a) in respect of part A **damage** to any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control caused by an explosion originating therein
- b) in respect of part B **business interruption** caused by explosion originating in any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control

which requires an examination to comply with any statutory regulation unless such vessel, machinery or apparatus is the subject of a policy or other contract providing the required inspection service.

## 4. Aircraft

Aircraft or other aerial devices or articles dropped from them.

## 5. Riot

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding:

- a) **damage** or **business interruption** arising from confiscation, requisition or destruction by order of the government or any public authority
- b) **damage** or **business interruption** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion
- c) in respect of part B **business interruption** arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software.

## 6. Riot and Malicious Persons

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding:

- a) **damage** or **business interruption**:
  - i) arising from confiscation, requisition or destruction by order of the government or any public authority
  - ii) caused other than by fire or explosion by malicious persons not acting on behalf of or in connection with any political organisation in respect of any **building** which is empty or not in use for more than 30 consecutive days
  - iii) in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion
- b) **damage** by theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation
- c) in respect of part B **business interruption** arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

## 7. Earthquake

Earthquake.

## 8. Storm

Storm excluding **damage** or **business interruption**:

- a) caused by:
  - i) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam
  - ii) inundation from the sea
- b) attributable solely to change in the water table level
- c) caused by frost, subsidence, ground heave or landslide
- d) in respect of movable property in the open, fences and gates.

## 9. Storm and Flood

Storm or flood excluding **damage** or **business interruption**:

- a) attributable solely to change in the water table level
- b) caused by frost, subsidence, ground heave or landslide
- c) in respect of movable **property** in the open, fences and gates.

## 10. Escape of Water

Escape of water from any tank, apparatus or pipe excluding **damage** or **business interruption**:

- a) caused by water discharged or leaking from any automatic sprinkler installation
- b) in respect of any **building** which is empty or not in use for more than 30 consecutive days.

### 11. Impact

Impact by any road vehicle or by goods falling from them or by any animal.

### 12. Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation in the **premises** not caused by:

- a) freezing while the **building** in so far as it is in **your** ownership or tenancy is empty or not in use for more than 30 consecutive days
- b) explosion, earthquake or heat caused by fire.

### 13. Houseowners

Being insured perils 2, 5, 7, 8, 10, 11 and 12 and:

- a) theft involving breaking into or out of the **buildings** at the **premises** by forcible or violent means excluding **damage** in respect of any **building** which is empty or not in use
- b) breakage or collapse of communication apparatus
- c) accidental breakage of fixed glass and or fixed sanitary ware except in respect of any **building** which is empty or not in use
- d) accidental damage to supply pipes and cables
- e) falling trees or branches
- f) leakage of fuel oil from any fixed oil-fired installation including smoke and smudge damage arising from defective vaporisation.

#### Supplementary Provision to Insured Peril 13

We will indemnify **you** in respect of loss of rent if any **building** or any portion of it is unfit for occupation but only in respect of the period necessary for reinstatement for an amount not exceeding 20% of the full value of the **building**.

### 14. Subsidence

Subsidence or ground heave of any part of the site on which the **property** stands or landslip excluding:

- a) **damage** or **business interruption** arising from **damage** to adjoining and specifically associated yards, car parks, roads, pavements, forecourts, walls, gates, fences and exterior swimming pools unless a building insured at the same **premises** is also damaged
- b) **damage** or **business interruption** caused by or consisting of:
  - i) the normal settlement or bedding down of new structures
  - ii) the settlement or movement of made-up ground
  - iii) coastal or river erosion
  - iv) defective design or workmanship or the use of defective materials
  - v) fire, explosion, earthquake or escape of water
- c) **damage** or **business interruption** which originated prior to the inception of this cover
- d) **damage** or **business interruption** resulting from:
  - i) demolition, construction, structural alteration or repair of any **property**
  - ii) groundworks or excavationat the same **premises**.

#### Supplementary Condition to Insured Peril 14



This cover will be invalidated if the risk of **damage** or **business interruption** is increased without our written consent by reason of demolition, groundworks, excavation or construction being carried out on any adjoining site.

### 15. All Other Damage

All risks of accidental **damage** to the **property** insured excluding:

- a) **damage** or **business interruption** caused by insured perils 1 to 12 above whether insured or not or specifically excluded by those insured perils
- b) **damage** or **business interruption** resulting from or caused by:
  - i) asbestos material removal
  - ii) demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material
  - iii) any governmental direction or request declaring that asbestos material present in, part of or utilised on any undamaged portion of the **property** insured must be removed or modified
- c) **damage** or **business interruption** caused by or consisting of:
  - i) inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials
  - ii) faulty or defective workmanship, operational error or omission on **your** part or the part of any **employee**

but this will not exclude subsequent **damage** or **business interruption** which itself results from a cause not otherwise excluded

- d) **damage** or **business interruption** caused by or consisting of:
  - i) corrosion, erosion, oxidation, rust, wet or dry rot, shrinkage, evaporation, loss of weight, mould, dampness, dryness, marring, scratching, vermin, insects or action of light
  - ii) change in temperature, humidity, colour, flavour, texture or finish
  - iii) theft or attempted theft
  - iv) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of associated steam and feed piping
  - v) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates
  - vi) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services
  - vii) the deliberate act of withholding the provision of extranets or access to or presence on the internet or access to application and related services over the internet

but this will not exclude:

- 1) such **damage** or **business interruption** not otherwise excluded which itself results from any other accidental **damage**
- 2) subsequent **damage** or **business interruption** which itself results from a cause not otherwise excluded

- e) **damage** or **business interruption** caused by or consisting of:
  - i) subsidence, ground heave or landslide
  - ii) normal settlement or bedding down of new structures
  - iii) acts of fraud or dishonesty
  - iv)
    - 1) disappearance
    - 2) unexplained or inventory shortage, misfiling or misplacing of information
    - 3) bookkeeping, accounting or billing errors or omissions
    - 4) shortages due to error or omission
  - v) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software
- f) **damage** to **buildings** or any structure caused by its own collapse or cracking
- g) **damage** or **business interruption** other than by fire or explosion resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
- h) **damage** to:
  - i) audio or visual equipment where the value any one item exceeds £1,000, precious stones, precious metals, bullion, furs, curiosities, works of art, rare books, jewellery or watches
  - ii) **property** in transit
  - iii) glass other than fixed glass, china, earthenware, marble or other fragile or brittle objects
  - iv) **computer equipment**
  - v) **money**
- i) in respect of part A unless specifically mentioned as insured land, roads, pavements, piers, jetties, bridges, culverts or excavations.

# Part C – Works in Progress – ‘All Risks’

## Section 1 – Special Definitions

### Damage

**damage** to the **property** insured shown in section 2 and stated in the schedule resulting from a cause not otherwise excluded.

### Terrorism

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

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

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

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

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

## Section 2 – Property Insured

The **property** insured comprises:

- a) works in progress comprising new **buildings** in course of erection and alterations or additions to existing **buildings** including unfixed goods and materials on or adjacent to the site for incorporation therein all **your** property or for which **you** are legally responsible but excluding any temporary buildings, plant, machinery, tools and equipment the property of any contractor or subcontractor or for which they are responsible. **Our** liability in respect of any single works in progress contract will not exceed the amount stated in the schedule as the limit of any one contract
- b) existing **buildings** and their **contents** insured under part A but only during the period in which the **buildings** are undergoing alterations or additions including any agreed period for maintenance or making good defects.

## Section 3 – The Cover

In the event of Damage occurring during the period of insurance **we** will pay **you** the value of the **property** at the time of its Damage or the cost of repair of the Damage or at **our** option reinstate or replace such **property** or any portion of it.

Provided always that **our** liability under this part will not exceed:

- a) in the whole the total sum insured or in respect of any item its sum insured or any other limit of indemnity stated in the schedule at the time of the Damage
- b) the sum insured (or limit) remaining after deduction for any other Damage occurring during the same period of insurance unless **we** have agreed to reinstate any such sum insured (or limit).

### 3.1 European Union and Public Authority Requirements (including Undamaged Property)

Subject to the following supplementary conditions this part in respect of **buildings** and **contents** includes the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Union legislation
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

hereinafter referred to as ‘the Stipulations’ in respect of Damage to the **property** insured and undamaged portions thereof.

**We** will not pay for:

- i) the cost incurred in complying with the Stipulations:
  - 1) in respect of **damage** not insured under this part
  - 2) under which notice has been served upon **you** prior to the happening of the Damage
  - 3) for which there is an existing requirement which has to be implemented within a given period
- ii) the additional cost that would have been required to make good the **property** suffering Damage 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.

#### Supplementary Conditions

1. The work of **reinstatement** must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as **we** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to **our** liability under this clause not being increased.
2. If **our** liability in respect of any item under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then **our** liability under this clause will be reduced in like proportion.

3. The total amount recoverable under this clause will not exceed:
- a) in respect of the **property** suffering Damage:
    - i) 15% of its sum insured
    - ii) where the sum insured under the item applies to **property** at more than one **premises** 15% of the amount for which **we** would have been liable had the **property** insured under the item at the **premises** where the Damage has occurred been wholly destroyed
  - b) in respect of undamaged portions of **property** other than foundations 15% of the total amount for which **we** would have been liable had the **property** insured under the item at the **premises** where the Damage has occurred been wholly destroyed.

### 3.2 Expediting Expenses

This part includes reasonable costs and expenses necessarily incurred with **our** consent in effecting temporary repair and of expediting permanent repair including overtime working and the use of rapid transport provided always that the cost does not exceed 50% of the cost of repair had such cost not been incurred.

### 3.3 Indemnity to Other Persons

We agree that:

- a) all interest in the insurance will be vested jointly in **you** and any contractor employed by **you** to undertake the works in progress as stated in the schedule
- b) any rights or remedies to which **we** may become entitled or subrogated upon paying for or making good any Damage will not be pursued against any nominated subcontractor or domestic subcontractor in any period from commencement of to the issue of a certificate of practical completion for the subcontract works.

This waiver does not apply to:

- i) Damage caused other than by fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, storm, flood or escape of water from any tank, apparatus or pipe
- ii) domestic subcontractors in so far as the Damage extends to existing **buildings** or their **contents**.

## Section 4 – Special Exclusions

This part does not cover:

### 1. Completed Work

Damage to work for which a certificate of practical completion has been issued

## 2. Defective Design

the cost of reinstating or repairing:

- a) any work executed or any site materials suffering **damage** as a result of its own faulty or defective design, materials, plans, specification, faulty or defective workmanship or operational error or omission or other work executed which suffers **damage** in consequence thereof where such work relied for its support or stability on work which is defective
- b) **property** which is defective due to wear and tear, obsolescence, deterioration, rust or mildew

## 3. Fines or Penalties

any fine or penalty for non-completion, non-compliance or delay

## 4. Northern Ireland Civil Commotion

**damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

## 5. Unexplained Losses

Damage caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission.

# Section 5 – Special Provisions

## 1. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this part is not enforceable by any third party.

## 2. Debris Removal

The insurance under each item on works in progress includes an amount in respect of reasonable costs and expenses necessarily incurred with **our** consent in:

- a) removing debris of
- b) dismantling or demolishing
- c) shoring up or propping
- d) boarding up
- e) weatherproofing

the **property** insured following Damage.

**We** will not pay any costs or expenses:

- i) incurred in removing debris except from the site of such **property** suffering Damage and the area immediately adjacent to such site
- ii) arising from pollution or contamination of **property** not insured under this part.

## 3. Professional Fees

The insurance under section 2a) includes an amount in respect of reasonable architects', surveyors', legal and consulting engineers' fees necessarily incurred in the reinstatement or repair of the **property** insured consequent upon its Damage but not for preparing any claim.

## Section 6 – Special Condition

### 1. Joint Code of Practice

**You** undertake to comply with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation dated May 1992 or any subsequent amendment to or revised edition thereof current at inception of any period of insurance (hereinafter referred to as 'The Joint Code').

The Joint Code will only apply to the works in progress where any original individual contract price is £5,000,000 or more. For the purpose of paragraph 6.3 of The Joint Code if the individual estimated works in progress contract price exceeds £20,000,000 it will be regarded as a large project.

**Our** appointed representative will have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code.

If **we** become aware of a breach of The Joint Code **we** may inform the main contractor's site management of the nature of the breach specifying the remedial measures **we** require (hereinafter referred to as 'the Remedial Measures') and the period within which these must be completed.

Where **we** consider such a breach is of sufficient importance **we** may confirm the same by notice in writing to **you** (herein referred to as 'Notice'). Such Notice will be given by special delivery mail, facsimile transmission or by hand. Under the terms of this or any subsequent Notice **we** may suspend or cancel cover at the contract site concerned from the date stated in the Notice not being a date earlier than the date named for completion of the Remedial Measures it being understood that upon suspension cover will be reinstated when **we** are satisfied that the Remedial Measures have been completed.

# Exclusions to Parts A, B and C

Parts A, B and C do not cover:

## 1. Consequential Loss

in respect of parts A and C only consequential loss of whatsoever nature other than loss of rent if insured

## 2. Electronic Risks

- a) **damage** caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the **property** is insured or not
- b) **business interruption** directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**

but this will not exclude **damage** or **business interruption** which results from a **defined peril** including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence

## 3. Pollution or Contamination

**damage** to **property** caused by or **business interruption** resulting from pollution or contamination but this will not exclude **damage** or **business interruption** not otherwise excluded caused by:

- a) pollution or contamination which itself results from a **defined peril**
- b) a **defined peril** which itself results from pollution or contamination

## 4. Property Excluded

in respect of part A unless specifically mentioned as insured:

- a) **property** which at the time of the happening of Damage is insured by or would but for the existence of this part be insured by any marine policy except in respect of any excess beyond the amount which would have been payable under such policy had this part not been effected
- b) motor vehicles licensed for road use including accessories thereon, caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft
- c) artificial sports surfaces
- d) playground equipment
- e) livestock
- f) trees, shrubs, plants or turf other than when incorporated as part of the structure of the **buildings**
- g) buildings or structures in course of construction, erection, alteration, addition or improvement and materials or supplies in connection therewith

## 5. Property More Specifically Insured

any **property** more specifically insured

## 6. Riot

**damage** to **property** caused by or **business interruption** arising from riot unless this insured peril is stated in the schedule and then only to the extent stated.

## 7. Terrorism

loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with Terrorism.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under these parts the burden of proving that cover is provided under these parts will be upon **you**.



# Endorsements to Parts A, B and C

Applicable only where stated in the schedule.

## 1. Notifiable Diseases

This insurance includes loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of:

- a) i) any occurrence of a Notifiable Disease at the **premises** or attributable to food or drink supplied from the **premises**
- ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Notifiable Disease
- iii) any occurrence of a Notifiable Disease within a radius of 10 miles of the **premises**
- b) the discovery of vermin or pests at the **premises**
- c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of a competent local authority
- d) any occurrence of murder or suicide at the **premises**.

## Supplementary Provisions

1. For the purpose of this endorsement:

- a) 'Notifiable Disease' will mean illness sustained by any person resulting from:
  - i) food or drink poisoning
  - ii) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	Ophthalmia neonatorum
Acute poliomyelitis	Paratyphoid fever
Anthrax	Rabies
Bubonic Plague	Relapsing fever
Cholera	Rubella
Diphtheria	Scarlet fever
Dysentery	Smallpox
Legionellosis	Tetanus
Legionnaires Disease	Tuberculosis
Leprosy	Typhoid fever
Leptospirosis	Typhus fever
Malaria	Viral hepatitis
Measles	Viral haemorrhagic
Meningitis	Whooping cough
Meningococcal Infection	Yellow fever
Mumps	

an outbreak of which the competent local authority has stipulated shall be notified to them.

- b) 'Indemnity Period' will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter.
- c) 'Maximum Indemnity Period' will mean 3 months.

2. In the event that part B includes an extension which deems loss or damage at other locations to be loss or damage at the **premises** such extension will not apply to this endorsement.
3. **We** will not be liable under this endorsement for:
  - a) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against **you** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006
  - b) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
4. **You** will comply with all issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
5. **You** will notify **us** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against **you** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006
6. **We** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident then only for an amount not exceeding £1,000,000 or the sum insured whichever is the lesser.

## 2. Reinstatement Day One Non Adjustable Basis

For any item under part A where **you** have stated in writing the Declared Value (shown in brackets below the sum insured stated on the schedule) the premium for each item has been calculated accordingly.

### Supplementary Conditions

1. At the inception of each period of insurance **you** will provide **us** with the Declared Value of the **property** to be insured under each item. In the absence of a declaration the last amount declared by **you** will be taken as the Declared Value for the ensuing period of insurance.
2. All the terms and conditions of part A will apply where claims are payable as if this clause had not been incorporated except the sum insured will be limited to the percentage of the Declared Value stated in the schedule.
3. Part A section 2.12 supplementary condition 4 is held to read 'If at the time of Damage the Declared Value of the property covered by an item is less than the cost of **reinstatement** at the inception of the period of insurance then **our** liability for Damage will not exceed that proportion which the Declared Value bears to such cost of **reinstatement**.'

## 3. Your Voluntary Retained Liability

### A. Each Loss

Your retained liability stated in the schedule for each and every loss at each separate **premises**.

### B. One Event

Your retained liability stated in the schedule arising from One Event.

### C. Annual Aggregate

If during the annual period of insurance the aggregate of the amounts borne by **you** under the terms of A or B above exceed the amount stated in the schedule **we** will pay any excess amount. All losses to be taken into account in arriving at the aggregate figure will be notified to **us**.

**D. Annual Aggregate Non-Ranking**

If during the annual period of insurance the aggregate of the amounts borne by **you** under the terms of A or B above less the **non-ranking deductible** exceed the amount stated in the schedule **we** will pay any excess amount less the **non-ranking deductible**. All losses to be taken into account in arriving at the aggregate figure will be notified to **us**.

**E. Aggregate**

**You** will be responsible for all losses in each separate period of insurance up to the amount stated in the schedule. If this is exceeded **we** will pay any excess amount. All losses to be taken into account in arriving at the aggregate figure will be notified to **us**.

**F. Aggregate Non-Ranking**

**You** will be responsible for all losses in each separate period of insurance up to the amount stated in the schedule. If this less the **non-ranking deductible** is exceeded **we** will pay any excess amount less the **non-ranking deductible**. All losses to be taken into account in arriving at the aggregate figure will be notified to **us**.

# Part D – ‘All Risks’

## Section 1 – Special Definitions

### Damage

damage resulting from a cause not otherwise excluded.

### Terrorism

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

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

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

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

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

## Section 2 – The Cover

In the event of Damage to the **property** insured stated in the schedule occurring during the period of insurance within the **territorial limits** we will at **our** option indemnify you by payment, reinstatement, replacement or repair.

Provided always that **our** liability will not exceed:

- a) in respect of any item its sum insured
- b) the sum insured (or limit) remaining after deduction for any other Damage occurring during the same period of insurance unless **we** have agreed to reinstate any such sum insured (or limit).

## Section 3 – Special Exclusions

This part does not cover:

### 1. Causes Excluded

**damage** caused by fire, lightning, explosion or aircraft or articles dropped from them

### 2. Changes in Environment or Mechanical or Electrical Breakdown

**damage** caused by or consisting of:

- a) corrosion, erosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, marring, scratching, vermin or insects
- b) change in temperature, colour, flavour, texture or finish
- c) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded

### 3. Confiscation

confiscation, destruction or detention by customs or other authorities

### 4. Consequential Loss

consequential loss of whatsoever nature

### 5. Depreciation, Gradually Operating Changes and Faulty or Defective Design or Workmanship

**damage** caused by or consisting of:

- a) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in water table level
- b) faulty or defective design or materials
- c) faulty or defective workmanship, operational error or omission on **your** part or the part of any **employee**

but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded

- d) pollution or contamination

### 6. Electronic Risks

**damage** caused by virus or similar mechanism or hacking or denial of service attack to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the **property** is insured or not but this will not exclude **damage** which results from a **defined peril** including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence

### 7. Fraud or Dishonesty

**damage** arising from any act of fraud or dishonesty committed or connived at by any **employee**

#### **8. Maintenance and Testing**

damage caused by any testing, commissioning, repairing, adjusting, treatment, servicing or maintenance operation

#### **9. Property Excluded**

computer equipment and money

#### **10. Riot, Civil Commotion or Strike**

damage contributed to, caused by or arising from riot, civil commotion, strike or locked-out workers occurring outside Great Britain, the Isle of Man and the Channel Islands

#### **11. Terrorism**

damage directly or indirectly caused by, contributed to by, resulting from or arising out of Terrorism.

In any action or suit or other proceedings where we allege that by reason of this special exclusion cover is not provided under this part the burden of proving that cover is provided under this part will be upon you

#### **12. Theft from Unattended Motor Vehicles**

theft from an unattended motor vehicle unless:

- a) the property insured is concealed in a glove compartment or locked luggage compartment; and
- b) all doors are locked; and
- c) all windows and the roof are closed and fastened; and
- d) all security devices are put in full and effective operation; and
- e) all keys or any other removable ignition device of the vehicle are removed

#### **13. Unexplained Losses**

damage caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission.

### **Section 4 – Special Provision**

#### **1. Underinsurance**

If at the commencement of Damage a sum insured under any item is less than the value of the property covered under that item you will be considered as being your own insurer for the difference and the amount payable will be proportionately reduced.

## Exclusion to Parts A, B, C and D

Parts A, B, C and D do not cover:

### **1. Your Standard Retained Liability**

except where endorsement 3 applies **your retained liability** as stated in the schedule for each and every loss at each separate **premises** arising from any insured peril stated in the schedule.

# Part E – Computer

## Section 1 – Special Definitions

### Accident

Any fortuitous event which is not covered or specifically excluded by the wording of any other Special Definition applicable to this part.

### Additional Expenditure

Additional expenditure incurred in order to maintain effectively the services provided by the **computer equipment** including the fitting up of alternative premises, costs of removal, purchase of time using alternative computer equipment or the hiring of alternative machinery and related expenses including the increased costs incurred for rent, rates, taxes, lighting, heating, cleaning and insurance as a result of the enforced occupation of temporary premises.

### Additional Interest

Interest charges payable on money borrowed by **you** solely and necessarily to maintain income normally received from tax and rate demands provided always that the rate of interest will not exceed by more than 1% the 3 monthly Local Authority Rate at the date of borrowing.

### Breakdown

Actual breaking or burning out of any part whilst actually in use arising from either mechanical or electrical defect including fluctuations in power supply or derangement to the **computer equipment** causing sudden stoppage of its functions and necessitating repair, replacement or rearrangement before it can resume working.

### Damage

**damage** by any of the Insured Perils stated in the schedule.

### Denial of Access

**damage** to the premises or its surrounds containing the **computer equipment** or to adjacent premises or its surrounds by Accident or Fire Perils or exercise of any public or police authority of its powers for the sole purpose of safeguarding life resulting in **you** being prevented or hindered from using the **computer equipment**.

### Failure of Electricity Supply

Failure at the terminal ends of the electricity supplier's feeders in the premises containing the **computer equipment** occasioned other than by **your** deliberate act or the electricity supplier.

### Failure of Electricity Supply in Distribution Wiring

Accidental failure of the electricity supply in the distribution wiring in the premises containing the **computer equipment** occasioned other than by **your** deliberate act or the electricity supplier or by Failure of Electricity Supply.

### Failure of Telecommunications

Failure of telecommunications transmission systems linking any part of the **computer equipment** occasioned by any cause other than **your** deliberate act, the act of the owners of the means of telecommunication or of the electricity supplier.

### Fire Perils

Fire, lightning or explosion.



### **Incident**

Accidental Damage to **property** used by **you** for the purpose of the **business** in consequence of which **your** use of the **computer equipment** is interrupted or interfered with.

### **Indemnity Period**

The period during which the use by **you** of the **computer equipment** is interrupted or interfered with in consequence of the Incident beginning with the operation of the Insured Peril and lasting not longer than the Maximum Indemnity Period stated in the schedule.

### **Insured Perils**

Applicable as indicated in the schedule.

- A. Accident.
- B. Fire Perils.
- C. Breakdown of the **computer equipment** but only for those costs not recoverable under the terms of **your** maintenance service agreements.
- D. Breakdown.
- E. Denial of Access.
- F. Failure of Electricity Supply.
- G. Failure of Electricity Supply in Distribution Wiring.
- H. Failure of Telecommunications.
- I. Unauthorised Interference.

### **Revenue**

Money paid or payable to **you** for services rendered on the **computer equipment** in the course of the **business**.

### **Savings**

Any sum recoverable under other insurance effected by or on **your** behalf and/or any saving in **your** normal expenditure effected in consequence of the Incident.

### **Terrorism**

- a) In respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:  
  
acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

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

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

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

#### **Unauthorised Interference**

Loss or **damage** to data or information not accompanied by visible and identifiable **damage** to the data carrying media.

## **Section 2 – Material Damage**

### **The Cover**

In the event of Damage to the **property** insured stated in the schedule and occurring during the period of insurance within the **territorial limits** we will pay to **you** the amount of such Damage or the value of the **property** at the time of the Damage or at **our** option replace, reinstate or repair the **property** provided that **our** liability will not exceed in the whole the total sum insured or in respect of any item its sum insured at the time of the Damage.

### **2.1 Additional Costs**

The insurance under this section will subject to **our** prior consent include:

- a) consulting engineers' fees necessarily and reasonably incurred in the reinstatement or repair of **property** insured consequent upon its Damage but not for preparing any claim
- b) reasonable additional costs incurred in effecting a temporary repair or for expediting permanent repairs provided such costs would not be recoverable under section 4 subject to a limit of 50% of the cost of a full repair
- c) costs and expenses necessarily and reasonably incurred by **you** in:
  - i) removing debris of
  - ii) dismantling or demolishing
  - iii) shoring up or proppingthe **property** insured following Damage.

**We** will not pay any costs or expenses:

- 1) incurred in removing debris except from the site of the **property** destroyed or damaged and the area immediately adjacent to the site
- 2) arising from pollution or contamination of **property** not insured by this section.

The amount payable under each item will not exceed in total its sum insured.

## **2.2 Automatic Reinstatement of Sum Insured**

Payment of a claim will not reduce the sums insured except upon written notice by **us** to the contrary provided always that **you** take immediate steps to effect such additions to or variations in the protections of **property** insured as **we** may require.

## **2.3 Capital Additions and Acquisitions**

**We** will indemnify **you** in respect of Damage occasioned to any similar **property** acquired during any one period of insurance up to £100,000 any one item of **property** and £500,000 in the aggregate in any one period of insurance.

Provided always that within one month of each renewal date or such other period as **we** allow **you** will furnish to **us** details of all such **property** and details of deletions during such period of insurance whereupon **we** will charge one half of the annual premium in respect of such **property** the premium for the ensuing years being calculated accordingly.

## **2.4 European Union and Public Authorities Requirements**

Subject to the following supplementary conditions the insurance by this section includes such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

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

hereafter referred to as 'the Stipulations'.

**We** will not pay for:

- i) the cost incurred in complying with the Stipulations:
  - 1) in respect of Damage occurring prior to the granting of cover by this section
  - 2) in respect of Damage not insured by this section
  - 3) under which notice has been served upon **you** prior to the Damage occurring
  - 4) for which there is an existing requirement which has to be implemented within a given period
  - 5) in respect of **property** entirely undamaged by any cause hereby insured against
- ii) the additional cost that would have been required to make good the **property** lost or 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 the owner because of compliance with the Stipulations.

### Supplementary Conditions

1. The work of **reinstatement** must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the Damage or within such further time as **we** may allow during the said 12 months and may be carried out upon another site if necessitated by the Stipulations provided **our** liability is not increased.
2. If **our** liability under this section apart from this clause is reduced by the application of any of the terms and conditions of this section then **our** liability under this clause will be reduced in like proportion.
3. The total amount recoverable under this section in respect of this clause will not exceed:
  - a) in respect of the lost or damaged **property**:
    - i) 15% of its sum insured
    - ii) where the sum insured 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 occurred been wholly destroyed
  - b) in respect of undamaged portions of **property** 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 this section will not exceed its sum insured.
5. Those terms and conditions of this section which have not been varied by this clause will apply as if they had been incorporated in this clause.

### 2.5 Incompatibility of Data

This section includes in addition to any sums insured costs of:

- a) modification of **computer equipment**
  - b) replacement of computer media together with the restoration of data or software on such media
- whichever is the lesser to achieve compatibility in the event that the loss of **computer equipment** has resulted in undamaged computer media being incompatible with the replacement **computer equipment** provided always that **our** liability will not exceed £5,000 any one occurrence.

### 2.6 Investigation Costs

This section includes in addition to any sum insured costs incurred with **our** prior consent for investigations and tests in respect of possible repair, replacement or restoration following Damage provided always that **our** liability will not exceed £5,000 any one occurrence.

### 2.7 Recharging of Gas Cylinders

**We** will pay for the cost of refilling the cylinders of any gas flooding system installed solely to protect the **property** arising from accidental discharge provided always that **our** liability will not exceed £5,000 any one occurrence.

### 2.8 Reinstatement

Subject to the following supplementary conditions the basis upon which the amount payable in respect of **property** insured is to be calculated will be **reinstatement**.

### Supplementary Conditions

1. Our liability for the repair of partially damaged **property** insured will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
  - a) unless **reinstatement** commences and proceeds without unreasonable delay
  - b) until the cost of **reinstatement** has been incurred
  - c) if the **property** at the time of its **damage** is insured by any other insurance effected by **you** or on **your** behalf which is not on the same basis of **reinstatement**.
3. All the terms and conditions of this section will apply:
  - a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
  - b) where claims are payable as if this clause had not been incorporated.

### Exclusions to Section 2

This section does not cover:

#### 1. Consequential Loss

the cost of replacing or reinstating data or consequential loss of any kind

#### 2. Defective Design, Materials or Workmanship

the cost of repairing or replacing any of the **property** insured suffering **damage** directly or indirectly as a result of any defect of design, material or workmanship

#### 3. Excess

any excess as stated in the schedule or any endorsement to this section other than in the case of **damage** caused by Fire Perils

#### 4. Renewal or Repair of Parts

the cost of renewal or repair of fuses, brushes, bearings or electrical contacts unless resulting from Damage to the **computer equipment** of which such items form part.

### Provision to Section 2

#### 1. Other Interests

It is agreed that various other parties may have a legal interest in a part of the **computer equipment** and **you** undertake to declare the name, nature and extent of any interest of such party at the time of Damage.

### Condition to Section 2

#### 1. Underinsurance

The sum insured under each item is declared to be separately subject to underinsurance.

If at the commencement of Damage a sum insured under any item is less than 85% of the new replacement value of the **computer equipment** covered under that item **you** will be considered as being **your own insurer** for the difference and the amount payable will be proportionately reduced.

## Section 3 – Data and Information

### The Cover

In the event of Damage occurring during the period of insurance to current and back-up computer records excluding fixed disks and paper records of any description incorporating stored programs and information thereon while the media containing such data and information is anywhere within the **territorial limits** we will indemnify **you** in respect of the costs and expenses incurred in the replacement or restoration of such data and information. **Our** liability will not exceed the sum insured.

### Exclusions to Section 3

This section does not cover:

#### 1. Defective Design, Materials or Workmanship

loss or **damage** occasioned to data and information by defects in the data, information or other records or caused by a defect of design, material or workmanship in the **computer equipment** or any computer software

#### 2. Excess

any excess as stated in the schedule or any endorsement to this section other than in the case of **damage** caused by Fire Perils.

### Provision to Section 3

#### 1. Replacement or Restoration of Data

The replacement or restoration of data and information lost or suffering Damage may be carried out in an updated form provided always that **our** liability will not exceed the amount which would have been incurred in replacement or restoration of data and information in the form existing at the time of the loss or Damage.

## Section 4 – Additional Expenditure

### The Cover

In the event of an Incident occurring during the period of insurance **we** will pay to **you** the amount of any Additional Expenditure and Additional Interest necessarily and reasonably incurred during the Indemnity Period in consequence of the Incident less Savings.

Provided always that:

- a) insurance is in force at the time of the Incident covering the interest of **you** in the **property** against such Damage; and
- b) payment has been made or liability admitted for such Damage or payment would have been made or liability admitted for such Damage but for a proviso excluding liability for losses below a certain amount.

**Our** liability will not exceed in respect of any item its sum insured.

#### **4.1 Additional Lease Charges**

If as a direct result of an Incident the lease/hire contract in force at the time of the Damage in respect of the **property** insured is cancelled and has to be replaced by a new lease/hire contract in respect of similar **property** to that suffering Damage at a rental charge rate above that payable under the cancelled contract then Additional Expenditure will be deemed to include the additional rental charges to be paid during the 2 year period commencing from the time **your** use of the **property** insured is no longer interrupted or interfered with as a result of the Damage.

Provided always that **our** liability under this clause will not exceed £25,000 and **our** total liability will not exceed the sums insured by this section.

#### **4.2 Automatic Reinstatement of Sum Insured**

Payment of a claim will not reduce the sums insured except upon written notice by **us** to the contrary provided always that **you** take immediate steps to effect such additions to or variations in the protections of **property** insured as **we** may require.

#### **Exclusions to Section 4**

This section does not cover any Additional Expenditure or Additional Interest:

##### **1. Atmospheric, Solar or Lunar Conditions**

incurred due to atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite

##### **2. Defective Design, Materials or Workmanship**

incurred as a result of interruption or interference caused by any defect of design, material or workmanship in the **computer equipment** or any computer software

##### **3. Failure of Satellite**

incurred due to failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life

##### **4. Replacement or Reinstatement of Data**

incurred in the replacement or reinstatement of data or information

##### **5. Time Franchise**

unless the period of interruption or interference exceeds:

- a) 30 minutes if caused by Failure of Electricity Supply or by Failure of Electricity Supply in Distribution Wiring
- b) 24 hours if caused by any other event other than Fire Perils.

This section does not cover:

##### **6. Excess**

any excess as stated in the schedule or any endorsement to this section other than in the case of an Incident caused by Fire Perils.

## Provisions to Section 4

### 1. Current Cost Accounting

For the purpose of this section any adjustment implemented in current cost accounting will be disregarded.

### 2. Value Added Tax

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

## Section 5 – Loss of Revenue

### The Cover

In the event of an Incident occurring during the period of insurance **we** will pay to **you** the amount of any loss of Revenue resulting from the Incident less Savings.

Provided always that:

- a) insurance is in force at the time of the Incident covering the interest of **you** in the **property** against such Damage; and
- b) payment has been made or liability admitted for such Damage or payment would have been made or liability admitted for such Damage but for a proviso excluding liability for losses below a certain amount.

**Our** liability will not exceed the total sum insured.

The amount payable in respect of loss of Revenue will be:

- a) the amount by which the Revenue during the Indemnity Period does in consequence of the Incident falls short of the Revenue in respect of the period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period
- b) Additional Expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of reduction in Revenue in consequence avoided.

Provided always that:

- i) such amount will be adjusted to allow for special circumstances affecting the Revenue either before or after the Incident or which would have affected the Revenue had the Incident not occurred
- ii) if during the Indemnity Period services are rendered elsewhere than at the premises containing the **computer equipment** either by **you** or by others on **your** behalf the money paid or payable in respect of such services will be brought into account in arriving at the loss of Revenue during the Indemnity Period.

### 5.1 Accountant's Fees

This section includes in addition to any sum insured reasonable accountant's fees necessarily incurred by **you** for producing any evidence or information as may be required under general condition 3 and reporting that such particulars are in accordance with **your** books of accounts, other business books or documents provided always that the amount payable in respect of any one occurrence will not exceed the sum stated in the schedule.



## **5.2 Automatic Reinstatement of Sum Insured**

Payment of a claim will not reduce the sums insured except upon written notice by us to the contrary provided always that you take immediate steps to effect such additions to or variations in the protections of property insured as we may require.

### **Exclusions to Section 5**

This section does not cover loss of Revenue:

#### **1. Atmospheric, Solar or Lunar Conditions**

incurred due to atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite

#### **2. Defective Design, Materials or Workmanship**

incurred as a result of interruption or interference caused by any defect of design, material or workmanship in the computer equipment or any computer software

#### **3. Failure of Satellite**

incurred due to failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life

#### **4. Replacement or Reinstatement of Data**

incurred in the replacement or reinstatement of data or information

#### **5. Time Franchise**

unless the period of interruption or interference exceeds:

- a) 30 minutes if caused by Failure of Electricity Supply or by Failure of Electricity Supply in Distribution Wiring
- b) 24 hours if caused by any other event other than Fire Perils.

This section does not cover:

#### **6. Excess**

any excess as stated in the schedule or any endorsement to this section other than in the case of an Incident caused by Fire Perils.

### **Provisions to Section 5**

#### **1. Current Cost Accounting**

For the purpose of this section any adjustment implemented in current cost accounting will be disregarded.

#### **2. Underinsurance**

If the sum insured stated in the schedule in respect of Revenue is less than the Revenue during the 12 months immediately before the date of the Incident giving rise to the claim or a proportionate multiple where the Indemnity Period exceeds or is less than 12 months the amount payable will be proportionately reduced.

#### **3. Value Added Tax**

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

## Section 6 – Computer Fraud

### The Cover

In the event of unauthorised access to the **computer equipment** during the period of insurance which is discovered during that period of insurance or within a period of 24 months following the expiry of that period of insurance **we** will indemnify **you** in respect of loss of **money** or other property belonging to **you** or in **your** trust or custody for which **you** are legally responsible when such loss is a direct result of the unauthorised access.

Our liability will not exceed the sum insured.

### Exclusions to Section 6

This section does not cover any loss:

#### 1. Electronic Data Media

not involving addition, amendment, substitution, corruption or distortion of or to electronic data media

#### 2. Employee Dishonesty

caused by any **employee** or by any other party or parties acting in collusion with any **employee**

#### 3. Excess

the first £5,000 of any one claim or series of claims consequent upon or attributable to any person or any group of persons acting in collusion

#### 4. Other Insurance

caused by any person other than an **employee** in respect of whom employee dishonesty or fidelity guarantee insurance has been effected by **you** or caused by any other party or parties acting in collusion with any such person

### Conditions to Section 6

#### 1. Notification of Loss

It is a condition precedent to **our** liability that **you** will as soon as practicable and with due diligence give notification in writing to **us** of any loss or possible loss. **We** will not be liable for any loss arising after such notification attributable to the same source of the unauthorised access which gave rise to such notification.

#### 2. Particulars of Loss

**You** will at **your** own expense and within 3 months or such longer period as **we** may allow following notification of a claim deliver to **us** full particulars of the loss including the amount and the identity of the person or persons alleged to have been responsible and will give to **us** all further particulars, information, proofs and explanations as may be reasonably required.

#### 3. Systems Security

It is a condition precedent to **our** liability in respect of unauthorised access that:

- a) a documented information security policy must be maintained and this must be approved by management, published and communicated to all **employees** using **computer equipment**
- b) access to all networks and systems must be authenticated by means of individual user identifications and passwords which are unpredictable, alphanumeric of at least 6 characters and required to be changed at least every 90 days

- c) firewalls must be in place to prevent unauthorised access on all connections from internal networks and systems to external networks
- d) remote users must be authenticated before being allowed to connect to internal networks and systems
- e) anti-virus software must be installed on all networks and systems to prevent against viruses, worms and other malicious code.

## Section 7 – Special Provision

### 1 Aggregate Limit

Our liability under this part in respect of Unauthorised Interference will not exceed £25,000 in the aggregate in respect of one claim or series of claims consequent upon or attributable to one source or original cause involving **virus or similar mechanism**.

## Section 8 – Special Exclusions

This part does not cover:

### 1. Electronic Risks

- a) **damage** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the **property** is insured or not where such **damage** is caused by **virus or similar mechanism, hacking or denial of service attack**
- b) Additional Expenditure or loss of Revenue directly or indirectly caused by or arising from **virus or similar mechanism, hacking or denial of service attack**

but this will not exclude:

- i) Damage, Additional Expenditure and/or loss of Revenue which results from a **defined peril** including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence otherwise covered under this part
- ii) Additional Expenditure and/or loss of Revenue in consequence of Unauthorised Interference caused by or arising from **virus or similar mechanism, hacking or denial of service attack** to the extent to which Unauthorised Interference is insured by sections 3, 4 and 5

### 2. Northern Ireland Civil Commotion

**damage** or **business interruption** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

### 3. Software Licences

replacement of software licence agreements unless otherwise agreed by **us**

### 4. Terrorism

loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with Terrorism.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this part the burden of proof that cover is provided under this part shall be with **you**

## 5. Theft from Unattended Motor Vehicles

Damage, Additional Expenditure or loss of Revenue caused by theft or attempted theft from any unattended motor vehicle unless:

- a) the **property** insured is concealed in a glove compartment or locked luggage compartment; and
- b) all doors are locked; and
- c) all windows and the roof are closed and fastened; and
- d) all security devices are put in full and effective operation; and
- e) all keys or any other removable ignition device of the vehicle are removed

## 6. Wear, Tear and Corrosion

the cost of rectifying or making good:

- a) wear and tear, or scratching of painted surfaces
- b) any form of corrosion or erosion howsoever arising

but not Damage resulting therefrom or Additional Expenditure or loss of Revenue in consequence of such Damage.

## Section 9 – Special Conditions

### 1. Assignment of Property

We will be entitled to any **property** in respect of which a total loss claim is paid under this part and you shall execute all such assignments of such **property** as may be reasonably required.

### 2. Basis of Settlement

We may at our option instead of paying the amount of any **damage** or **business interruption** reinstate, repair, restore or replace any of the **property** suffering **damage** provided always that we will not be bound to reinstate, repair, restore or replace any **property** exactly and completely but only to do so substantially, as nearly as circumstances will permit and in a reasonably sufficient manner.

### 3. Indemnity from Manufacturer or Supplier

Subject to the provisions of special condition 4 below in the event of loss or **damage** to **property** insured under this part which is subject to the terms of an exchange hire agreement between you and the manufacturer or supplier you will first seek indemnity from the manufacturer or supplier under the terms of the contract before we will indemnify you under the terms of this part in respect of unsatisfied claims upon the manufacturer or supplier.

### 4. Maintenance Service Agreements

You will keep maintenance service agreements in force with the manufacturers or a firm approved by the manufacturers in respect of the **computer equipment** and any air conditioning plant in the premises containing the **computer equipment**.

We will not be liable for any **damage** or **business interruption**, costs or expenses recoverable under such agreements or which would have been recoverable but for a breach of your obligations under such agreements.

# Part F – Money

## Section 1 – Special Definitions

### **Bodily Injury**

Accidental injury excluding illness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

### **Loss of Limb**

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

### **Loss of Sight**

Permanent and total loss of sight:

- a) in both eyes if the Person Insured's name is entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

### **Non-Negotiable Money**

Any crossed cheque, crossed bankers' or giro draft, crossed money order, crossed postal order and premium savings bond.

### **Person Insured**

Any person aged between 16 and 69 years inclusive excluding:

- a) an employee of a security company or similar organisation
- b) any person committing or attempting robbery.

### **Usual Occupation**

The occupation of the Person Insured as shown in **your** records at the date of sustaining Bodily Injury.

### **Weekly Earnings**

The gross average weekly earnings from **you** of the Person Insured during the 52 weeks preceding the date of sustaining Bodily Injury.

## Section 2 – The Cover

In the event of physical loss of **money** from a cause not otherwise excluded arising during the period of insurance **we** will pay **you** the amount of such loss not exceeding any limit in the schedule.

### **2.1 Damage to Property**

This part includes **damage** as a direct result of theft or attempted theft of **money** to:

- a) clothing or personal effects of the Person Insured not exceeding £1,500 in respect of any one Person Insured
- b) any franking machine, safe, strongroom or security case, bag, money belt or waistcoat, cash carrying case or cash carrying device designed for the safe carriage of **money** up to the reinstatement cost.

## 2.2 Personal Injury

If during the period of insurance any Person Insured sustains Bodily Injury arising from theft or attempted theft of **money** as a result of which death or disablement occurs independently and exclusively of any other cause within 24 hours of sustaining such Bodily Injury we will pay **you** the sum stated in the table of benefits.

### Table of Benefits

1. Death, Loss of Limb or Loss of Sight	£10,000
2. Permanent total disablement other than stated in 1. above from engaging in Usual Occupation	£10,000
3. Temporary disablement from engaging in Usual Occupation for a maximum period of 104 weeks from date of disablement	Normal Weekly Earnings up to £150 per week.

Provided always that:

- i) no benefit will be payable until the whole amount has been ascertained and agreed
- ii) if **we** are satisfied that the disability is permanent benefit 2. will become payable when benefit 3. is exhausted
- iii) **we** will not pay under more than one of 1. or 2. above.

## 2.3 Replacement Safe or Strongroom Locks

This part includes the cost not exceeding £1,000 of replacing safe or strongroom locks made necessary by the theft of keys from **your** premises or from the private residence of any adult person authorised to hold such keys but excluding such costs where the keys have been left on the premises while closed for business or unattended.

## Section 3 – Special Exclusions

This part does not cover any loss of **money**:

### 1. Cash Dispensers

from any automated teller machine or cash dispenser

### 2. Employee Dishonesty

due to fraud or dishonesty on the part of any **member, employee, constable** or **volunteer** but this exclusion will not apply to loss arising from fraud or dishonesty which is discovered within 72 hours.

Provided always that:

- a) such loss is not recoverable under a fidelity, employee dishonesty or similar policy of insurance
- b) **our** liability will not exceed the amount stated in the schedule in respect of **money** in **your** premises under actual supervision of any **employee** or **constable**

### 3. Error or Omission

arising from error or omission in receipts, payments or accounting practice

### 4. Malfunction of Machine

resulting from gradual deterioration, mechanical or electrical defects, breakdown or malfunction of any franking, dispensing or similar machine

### 5. Security Company

in the custody and control of a security company or similar organisation except for the amount of any loss which cannot be recovered from the security company or similar organisation by legal means but not exceeding the relevant limit stated in the schedule

### 6. Transit by Post

in the mail other than sent by special delivery

### 7. Unattended Vehicles

in excess of £100 from an unattended vehicle.

## Section 4 – Special Conditions

### 1. Accompaniment

We will not be liable for any loss of **money** in transit unless accompanied by persons aged 16 years or over as follows:

Amount Carried	Minimum Number of Persons
Up to £3,000	1
over £3,000 and up to £7,500	2
over £7,500 and up to £10,000	3
over £10,000	specialist security organisation

### 2. Records of Money

You will keep a complete account of **money** in transit and in **your** premises and will deposit such record other than in a safe or strongroom containing the **money**.

### 3. Security of Safe and Strongroom Keys and Combination Codes

It is a condition precedent to **our** liability that whenever the office, room or area in which a safe or strongroom containing **money** is situated is unattended:

- a) such safe or strongroom will be securely locked
- b) any key and record of a code to such safe or strongroom will be removed from **your** premises or kept on the person of an authorised person except where a portion of the premises is occupied residentially by **you** or any **member, employee, constable** or **volunteer** when any key and record of a code will be removed from the business portion of the premises.

# Part G – Livestock

## Section 1 – Special Definitions

### **Police Animals Insured**

As stated in the schedule.

## Section 2 – The Cover

In the event of death from any accident or disease occurring or contracted during the currency of this part of any of the Police Animals Insured whilst at the situation stated in the schedule **we** will pay after necessary proof has been established to **our** satisfaction the market value of the animal at the time of death not exceeding the sum insured on any Police Animal Insured.

Provided always that the Police Animals Insured shall at the commencement of the insurance be in sound health and free of injury or disability and **you** shall take all reasonable precautions at all times for the safety, protection and longevity of the animals including qualified veterinary assistance.

## Section 3 – Special Exclusions

This part does not cover liability for the death of any Police Animal Insured occasioned directly or indirectly by, through or in consequence of:

### **1. Action of Competent Authority**

destruction, confiscation or requisition by any government, public or local authority or any other person or body empowered to act in such a manner

### **2. Disease**

anthrax, bovine tuberculosis, brucellosis, foot and mouth disease, swine fever

### **3. Improper Use**

improper use, racing, hunting, breeding or any operation in connection therewith and transit by water other than inland waterway or by air

### **4. Inoculation**

inoculation which is not of a prophylactic nature or necessitated by accident, illness or disease

### **5. Malicious Injury**

malicious or wilful injury by **you**, any **constable** or **your employees**, servants or agents

### **6. Surgical Operation**

any surgical operation unless conducted by a qualified veterinary surgeon and certified by him to have been necessitated solely by accident, illness or disease and to have been carried out in an attempt to preserve the life of the Police Animal Insured.

This part does not cover:

### **7. Excess**

the first £100 of each and every claim.



# Part H – Public and Products Liability

## Section 1 – Special Definitions

### Clean Up Costs

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

### Costs and Expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages
- c) costs incurred with **our** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you** or **your relevant officer**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self employed
- d) under a work experience or similar scheme
- e) hired or borrowed by **you** from another employer
- f) a **chief officer**
- g) a police cadet appointed for **your** police area
- h) a special constable

and working for **you** or **your relevant officer** in connection with the **business** while under **your** or **your relevant officer's** direct control or supervision.

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

### Financial Loss

Loss or damage other than arising from Injury or **damage** to **property**.

### Geographical Limits

- a) The **territorial limits**
- b) i) anywhere in the world in respect of non-manual work; and
  - ii) anywhere in the world other than the United States of America, Canada and any territory under their jurisdiction in respect of manual work

carried out during temporary visits by any **member**, Employee or **volunteer** normally resident in and travelling from the **territorial limits**

- c) anywhere in the world in respect of Products supplied in or from the **territorial limits** other than the United States of America, Canada and any territory under their jurisdiction.

### **Injury**

Bodily injury, illness or disease (including death).

### **Pollution or Contamination**

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

### **Products**

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **you** or on **your** behalf in the **business**.

### **Remediation**

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

## **Section 2 – The Cover**

**We** will indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of:

- a) accidental Injury to any person other than an Employee
- b) accidental **damage to property**
- c) wrongful arrest, malicious prosecution or false imprisonment by a **constable** occurring during the period of insurance within the Geographical Limits in the **business**.

Assault committed by a **constable** will be regarded as accidental.

In addition to the limit of indemnity **we** will pay Costs and Expenses.

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

**We** will also indemnify **you** in respect of 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**.

Provided always that:

- a) **our** total liability under this clause will not exceed the limit of indemnity stated in the schedule in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will apply only to proceedings brought in the **territorial limits**
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** will give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause

- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **we** will be under no liability:
  - 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:
    - 1) the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
    - 2) the Food Safety Act 1990 or any regulations made thereunder
    - 3) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause 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 and or investigation connected with corporate manslaughter or corporate homicide under another part of the policy the amount paid under that part will be taken into account in arriving at **our** liability payable under this clause.

## 2.2 Cost of Criminal Proceedings

**We** will also indemnify **you**, the office of **relevant officer** as corporation sole and at **your** request any **member**, Employee or **volunteer** against:

- a) legal costs and expenses incurred with **our** written consent
- b) costs incurred with **our** written consent in the defence of any criminal proceedings brought against **you**, the office of **relevant officer** as corporation sole or such **member**, Employee or **volunteer** for an alleged breach of:
  - i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
  - ii) Part II of the Consumer Protection Act 1987
  - iii) Part II of the Food Safety Act 1990

occurring during the period of insurance in the **business** including legal costs and expenses incurred with **our** prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

- 1) fines or penalties of any kind
- 2) costs in respect of which **you** or any **member**, Employee or **volunteer** has effected a more specific legal expenses protection or insurance
- 3) proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay **us** all costs and expenses paid by **us** prior to any deliberate act or omission being established
- 4) proceedings related to health, safety or welfare of Employees.

### 2.3 Court Attendance Costs

We will pay **you** a daily rate of £500 if any **member**, Employee or **volunteer** is required to attend court as a witness at **our** request.

### 2.4 Data Protection Act

We will also indemnify **you** in respect of **your** legal liability under Section 13 of the Data Protection Act 1998 in connection with personal data as defined in the said Act held by **you**.

Provided always that **we** will not be liable for:

- a) the payment of fines and penalties
- b) the cost of replacing, reinstating, rectifying or erasing any personal data.

### 2.5 Defective Premises Act 1972

We will also indemnify **you** in respect of **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **you**.

Provided always that **we** will not be liable:

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

### 2.6 Environmental Clean Up Costs

We will also indemnify **you** in respect of all sums including statutory debts which **you** may become legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- b) **our** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum **we** will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) **we** will be under no liability:
  - i) in respect of Clean Up Costs for **damage** to **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
  - ii) for **damage** connected with pre-existing contaminated property
  - iii) for **damage** caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control

- v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
- vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
- vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii) in respect of the costs for the reinstatement or reintroduction of flora or fauna
- ix) for **damage** caused deliberately or intentionally by **you** or where **you** have knowingly deviated from environmental protections or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible
- x) in respect of fines or penalties of any kind
- xi) for **damage** caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of water
- xii) for **damage** which is covered by a more specific insurance policy
- xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for **damage** caused by disease in animals belonging to or kept or sold by **you**.

## 2.7 Financial Loss

**We** will also indemnify **you** or in respect of all sums which **you** may become legally liable to pay as damages for Financial Loss arising as a result of a negligent act or accidental error or accidental omission committed or alleged to have been committed within the Geographical Limits by any Employee or **volunteer** in, about or in consequence of their duties arising out of the **business** occurring during the period of insurance provided always that **our** liability will not exceed the limit of indemnity stated in the schedule.

In addition to the limit of indemnity we will pay Costs and Expenses.

**We** will not pay for Financial Loss:

- a) caused by **your** failure to fulfil **your** obligations under any contract entered into with the claimant
- b) arising from Products
- c) arising from libel, slander, defamation, malicious falsehood or injurious falsehood
- d) arising out of wrongful arrest, malicious prosecution or false imprisonment by an Employee.

## 2.8 Indemnity to Other Persons

In the event of any claim in respect of which **you** would be entitled to receive indemnity under this part being brought or made against:

- a) any **member**
- b) any Employee or **volunteer**
- c) any principal for whom **you** are or have been carrying out work but only to the extent required by the contract for the work
- d) the office of **relevant officer** as corporation sole

**we** will indemnify such person or entity if **you** so request against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

- i) **you** would have been entitled to indemnity had the claim been made against **you**; and
- ii) such person is not entitled to indemnity under any other insurance; and
- iii) such person will as though they were **you** observe, fulfil and be subject to the terms and conditions of this part; and
- iv) such person other than a **constable** was at the time of the incident giving rise to the claim acting within the scope of their authority; and
- v) a **constable** where they genuinely believe they were authorised to carry out or which having regard to all the circumstances it was not unreasonable for them to have carried out the act giving rise to the claim
- vi) **we** will not be liable unless **we** have the sole conduct and control of all claims.

## 2.9 Joint Liabilities

If **you** comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them.

## 2.10 Personal Liability

At **your** request this part will apply to the personal liability of:

- a) any **member**, Employee or **volunteer** or any member of the family of such **member**, Employee or **volunteer** in connection with the **business**
- b) any member of sports and social clubs operating in the **business** while engaged in club activities.

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were **you** fulfil and be subject to the terms and conditions of this part; and
- iii) **we** will not be liable:
  - 1) unless **we** have the sole conduct and control of all claims
  - 2) where liability attaches because of a contract or agreement and which would not otherwise have attached
  - 3) where liability arises from any employment, business, profession or trade
  - 4) where liability arises from the ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Aircraft Products

liability arising from Products which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

## **2. Airports**

liability arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by **you**

## **3. Asbestos**

any liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives.

## **4. Courts Jurisdiction**

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

## **5. Exports to the USA or Canada**

liability arising from Products which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada

## **6. Foreign Operations**

any associated or subsidiary company of **yours** or branch office or representative of **yours** with power of attorney domiciled outside the **territorial limits**

## **7. Liquidated or Punitive Damages**

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages

## **8. Motor**

liability arising from the ownership or possession or use by **you** or on **your** behalf of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

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

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle, plant or attachment of the motor vehicle or the bringing to or the taking away of a load from such vehicle, plant or attachment
- ii) the use of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the authorised movement on **your** premises or contract site of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle unless more specifically insured or unless compulsory motor insurance or security is required

- iv) maintenance, servicing, testing, checking or repairing any motor vehicle not owned, hired, leased or borrowed by **you** provided always that **we** will not pay for liability resulting from the use on the road within the meaning of the Road Traffic Acts of any vehicle while under the control of any person for whose acts **you** are legally responsible or but for the fact that such control is unauthorised **you** would be legally responsible

## 9. Pollution or Contamination

liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

Provided always that this exclusion will not apply in respect of any discharge, release or escape of legionella from any premises owned or operated by **you** subject to:

- a) a regular risk assessment being carried out of all water systems to assess the risk of legionella and the suitable management of any risk of legionella being identified in the risk assessment; and
- b) compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires disease – The control of legionella bacteria in water systems"; and
- c) details having been supplied by **you** to **us** of the number of premises owned or operated by **you** where cooling towers, evaporative condensers and/or other apparatus giving rise to an increased risk of legionella are present; and
- d) details having been supplied by **you** to **us** of all incidents of legionellosis having occurred at any premises owned or operated by **you** in the last ten years.

All Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any premises owned or operated by **you** shall be deemed to have occurred on the date that **you** first become aware of circumstances which have given or may give rise to such Pollution or Contamination.

This part shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any premises owned or operated by **you** if before the current period of insurance **you** had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

Our total liability for Pollution or Contamination, including any indemnity provided in respect of any discharge, release or escape of legionella which is deemed to have occurred during the period of insurance will not exceed in the aggregate the sum specified in the schedule as the limit of indemnity

**You** shall give notice in writing to **us** immediately on becoming aware of circumstances which have given or may give rise to a claim arising from any discharge, release or escape of legionella.

## 10. Professional Advice, Design or Specification

Injury or **damage** arising out of professional advice, design or specification given by **you** for a fee or in circumstances where a fee would normally be charged but this exclusion will not apply to **damage** to **property** other than that which is the subject of such professional advice, design or specification

## 11. Property Damage and Defective Work

- a) **damage** to that part of any **property** upon which **you** or any servant or agent of **yours** is or has been working where the **damage** is the direct result of faulty workmanship prior to the sale or transfer of the **property** to some other party
- b) **damage** to land or **property** previously owned by **you** but sold or transferred to another party where such **damage** results from a defect in that land or **property**



- c) losses consequent upon **damage to property** designed by **you** or on **your** behalf and subsequently sold or transferred to another party
- d) the cost of rectifying defective work carried out by or on behalf of **you**

### **12. Property Held in Trust**

**damage to property** belonging to **you** or in either **your**, or any Employee's custody and control or held in trust by or borrowed, rented, leased or hired for use by **you** but this exclusion will not apply to:

- a) the personal effects including vehicles or their contents of any **member**, Employee, **volunteer** or visitor
- b) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work therein or thereon
- c) premises or their fixtures and fittings hired, rented, leased or lent to **you** other than such **damage** if liability is assumed by **you** under a tenancy or other agreement and would not have attached in the absence of such agreement

### **13. Replacing or Rectifying Products**

replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products or making a refund on the price of any Product or **damage** to the Products themselves

### **14. Riot Damage**

liability under statute to pay compensation for riot **damage**

### **15. Vessels and Craft**

liability arising from the ownership or possession or use by **you** or on **your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

## **Section 4 – Special Provisions**

### **1. Discharge of Liability**

**We** may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with **our** written consent prior to the date of such payment.

### **2. Limit of Indemnity**

The limit of indemnity stated in the schedule is **our** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

- a) Products
- b) Pollution or Contamination

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

### **4. Limit of Indemnity – Terrorism**

The limit of indemnity in respect of any claim against or by **you** or series of claims against or by **you** arising directly or indirectly from a single act of **terrorism** will be as stated in the schedule.

# Part I – Employers’ Liability

## Section 1 – Special Definitions

### Costs and Expenses

- a) Claimants’ costs and expenses
- b) costs incurred with **our** written consent in defending any claim for damages
- c) costs incurred with **our** written consent for:
  - i) representation at any coroner’s inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you** or **your relevant officer**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self employed
- d) under a work experience or similar scheme
- e) hired or borrowed by **you** from another employer
- f) a **chief officer**
- g) a police cadet appointed for **your** police area
- h) a special constable

and working for **you** or **your relevant officer** in connection with the **business** while under **your** or **your relevant officer’s** direct control or supervision.

### Injury

Bodily injury, illness or disease (including death).

## Section 2 – The Cover

**We** will indemnify **you**, the office of **relevant officer** as corporation sole and/or **your relevant officer** in respect of all sums which **you**, the office of **relevant officer** as corporation sole and/or **your relevant officer** may become legally liable to pay as damages in respect of Injury caused during the period of insurance to any Employee arising out of and in the course of their employment by **you** or **your relevant officer** in the **business**.

In addition to any claim for damages **we** will pay Costs and Expenses.

### 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

**We** will also indemnify **you**, the office of **relevant officer** as corporation sole and/or **your relevant officer** in respect of 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 Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided always that:

- a) **our** total liability under this clause will not exceed the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** or **your relevant officer** will give to **us** immediate notice of any summons or other process served upon **you**, the office of **relevant officer** as corporation sole or **your relevant officer** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **we** will be under no liability:
  - i) where **you** or **your relevant officer** 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 the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where **we** have already indemnified **you**, the office of **relevant officer** as corporation sole and/or **your relevant officer** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another part of the policy the amount paid under that part will be taken into account in arriving at **our** liability payable under this clause.

## 2.2 Court Attendance Costs

**We** will pay **you** a daily rate of £500 if any **member**, Employee or **volunteer** is required to attend court as a witness at **our** request.

## 2.3 Health and Safety at Work Defence Costs

**We** will also indemnify **you**, the office of **relevant officer** as corporation sole and/or **your relevant officer** and at **your** or **your relevant officer's** request any **member**, Employee or **volunteer** against:

- a) costs and expenses incurred with **our** prior consent
- b) costs awarded against **you**, the office of **relevant officer** as corporation sole, **your relevant officer** or such **member**, Employee or **volunteer**

in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during the period of insurance in the course of the **business** including in any appeal against conviction arising from such proceedings.

Provided always that this will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which **you**, the office of **relevant officer** as corporation sole and/or **your relevant officer** or any **member**, Employee or **volunteer** has effected a more specific legal expenses protection or insurance
- iii) proceedings or appeals consequent upon any deliberate act or omission and **you**, the office of **relevant officer** as corporation sole and/or **your relevant officer** will immediately repay **us** all costs and expenses paid by **us** prior to any deliberate act or omission being established
- iv) proceedings not related to the health, safety or welfare of an Employee.

#### **2.4 Indemnity to Other Persons**

**We** will also indemnify at **your** request:

- a) any **member**, Employee or **volunteer**
- b) any principal for whom **you** are or have been carrying out work but only to the extent required under the contract for the work.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were **you** observe, fulfil and be subject to the terms and conditions of this part; and
- iii) **we** will not be liable unless **we** have the sole conduct and control of all claims.

#### **2.5 Unsatisfied Court Judgments**

If any Employee or their personal representative obtains a judgment from a court within the **territorial limits** for damages for Injury against any company or individual operating from premises within the **territorial limits** and that judgment remains unpaid for more than 6 months after the date of the award **we** will pay at **your** or **your relevant officer's** request the amount of any unpaid damages and awarded costs to the Employee or their personal representative.

Provided always that:

- a) the bodily injury:
  - i) is caused during the period of insurance
  - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding.

If a payment is made the Employee or their personal representative will assign the judgment to **us**.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Motor

liability for which compulsory motor insurance or security is required under road traffic legislation

### 2. Work Offshore

liability for Injury caused:

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

### 3. Work Overseas

liability in respect of any Injury caused outside the **territorial limits** but this exclusion will not apply to any Employee temporarily employed elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the **territorial limits** and that the Employee is normally resident in and travelling from the **territorial limits**.

## Section 4 – Special Provisions

### 1. Limit of Indemnity

Our liability will not exceed the limit of indemnity stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

### 2. Limit of Indemnity – Terrorism

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from **terrorism** is as stated in the schedule.

# Part J – Libel and Slander

## Special Definitions

### Costs and Expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you** or **your relevant officer**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self employed
- d) under a work experience or similar scheme
- e) hired or borrowed by **you** from another employer
- f) a **chief officer**
- g) a police cadet appointed for **your** police area
- h) a special constable

and working for **you** or **your relevant officer** in connection with the **business** while under **your** or **your relevant officer's** direct control or supervision.

## Section 2 – The Cover

**We** will indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages for:

- a) libels appearing in any publications normal in the **business** by:
  - i) any **member** provided such publications were specifically authorised by **you**
  - ii) any Employee
- b) slanders in oral utterances made by any **member** or Employee arising out of and in the course of:
  - i) the discharge of official duties on **your** behalf
  - ii) in the case of a **member your** official business at meetings or of **your** committees or subcommittees or any occasion when the **member** is specifically authorised to represent **you**

for which a claim is first made against **you** and notified to **us** during the period of insurance or within 12 months of this part ceasing to operate.

Provided always that:

- 1) the date of any publication or utterance on which a claim is based occurs during the period of insurance; and
- 2) any claim notified during the additional 12 month period after this part ceases to operate will be deemed to have been made during the final period of insurance.

In addition **we** will pay Costs and Expenses.

## 2.1 Indemnity to Other Persons

We will also indemnify under the terms of this part at **your** request **your relevant officer**, any **member** or Employee.

Provided always that:

- a) **you** would have been entitled to indemnity had the claim been made against **you**; and
- b) **our** total liability will not be increased beyond the limit of indemnity; and
- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source; and
  - ii) will be subject to the terms and conditions of this part in so far as they can apply; and
- d) **we** have the sole conduct and control of any claim.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Courts Jurisdiction

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

### 2. Excess

the **excess** stated in the schedule which will apply to each and every claim or series of claims arising from one publication or utterance

### 3. Exemplary or Punitive Damages

any amount in respect of exemplary or punitive damages

### 4. Malicious Falsehood or Injurious Falsehood

liability arising from malicious falsehood or injurious falsehood.

## Section 4 – Special Provisions

### 1. Claims Notification

The notification to **us** in writing during the period of insurance or the extended 12 months reporting period allowed for under this part after cessation of any circumstances that might give rise to a claim under this part will constitute a claim first made against **you** during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

## **2. Discharge of Liability**

We may at any time pay the maximum amount payable under this part after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with our written consent prior to the date of such payment.

## **3. Limit of Indemnity**

The limit of indemnity stated in the schedule is our monetary limit in respect of the insurance provided under this part including all Costs and Expenses and applies in the aggregate to:

- a) all claims made during any one period of insurance; and
- b) all damages and Costs and Expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same period of insurance or not.



# Part K – Professional Indemnity

## Section 1 – Special Definitions

### Costs and Expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you** or **your relevant officer**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self employed
- d) under a work experience or similar scheme
- e) hired or borrowed by **you** from another employer
- f) a **chief officer**
- g) a special constable

and working for **you** or **your relevant officer** in connection with the **business** while under **your** or **your relevant officer's** direct control or supervision.

### Pollution or Contamination

Pollution or contamination of buildings or other structures or of water or land or the atmosphere.

### Services

Services stated in the schedule.

## Section 2 – The Cover

**We** will indemnify **you** in respect of all sums which **you** become legally liable to pay as damages arising out of the provision of the Services within the **territorial limits** that result in a claim being first made against **you** and notified to **us** during the period of insurance for any breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed by any Employee.

In addition **we** will pay Costs and Expenses.

Costs and Expenses will not be subject to any **excess**.

### 2.1 Court Attendance Costs

**We** will pay **you** a daily rate of £500 if any **member**, Employee or **volunteer** is required to attend court as a witness at **our** request.

**Our** liability will not exceed £10,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

### 2.2 Extended Reporting Period

In the event that **you** elect not to renew or extend this part and do not effect any similar policy or scheme of self insurance in substitution then this insurance includes any claim made and notified to **us** within 30 days immediately following the expiry of this part but the cause of which occurred prior to the expiry of this period and is otherwise covered under this part.

### 2.3 Indemnity to Other Persons Including Personal Representatives

We will also indemnify under the terms of this part any current, former or retired Employee.

Provided always that:

- a) **you** would have been entitled to indemnity had the claim been made against **you**; and
- b) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act; and
- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source; and
  - ii) was at the time of the incident giving rise to the claim acting within the scope of their authority; and
  - iii) will be subject to the terms and conditions of this part in so far as they can apply; and
- d) **we** have the sole conduct and control of any claim.

### 2.4 Legal Representation Cover

We will also cover any reasonable costs and expenses necessarily incurred with **our** written consent for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate **your** affairs that are first instigated against **you** and notified to **us** during the period of insurance and which may otherwise be the subject of indemnity under this part.

**Our** liability will not exceed £10,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

### 2. Bodily Injury and Property Damage

liability for :

- a) death, bodily injury, disease or sickness sustained by any person
- b) loss of or damage to property

unless arising out of a breach of professional duty from the conduct of the Services due to any negligent act, error or omission committed or alleged to have been committed by **you**

### 3. Contractual Liability

liability arising from:

- a) any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by **you** unless **you** would have been liable even if there had not been any such warranty, guarantee, contractual promise, indemnity, waiver or agreement

- b) any claim where **your** right to recovery from any third party has been restricted by the terms of any contract entered into by **you**

#### **4. Courts Jurisdiction**

any claim made or brought outside of the European Union

#### **5. Defamation or Malicious Falsehood**

liability arising from libel, slander, defamation, malicious falsehood or injurious falsehood

#### **6. Directors and Officers Liability**

liability arising out of the duties of any **member** or any trustee of any pension fund or any other employee benefit scheme

#### **7. Employment**

- a) liability arising out of any bodily injury, sickness, disease or the death of any **member**, trustee, or Employee
- b) liability arising out of any obligation owed by **you** or **your relevant officer** as an employer or potential employer to any **member**, trustee or Employee or applicant for employment

#### **8. Joint Ventures**

liability arising out of **your** involvement in any joint venture, consortium or other profit sharing scheme

#### **9. Liquidated or Punitive Damages or Fines**

any amount in respect of:

- a) liquidated damages, penalties or fines which attach solely because of a contract or agreement
- b) punitive or exemplary damages

#### **10. Medical Malpractice**

liability arising out of the provision of or failure to provide medical treatment of any kind

#### **11. Pollution or Contamination**

liability arising directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

#### **12. Prior Circumstances and Claims**

liability for any claim arising from any circumstance, fact, matter or occurrence that:

- a) **you** knew or that in **our** reasonable opinion **you** ought to have known prior to inception of this part which might give rise to a claim against **you**
- b) was notified by **you** under any other insurance policy prior to inception of this part
- c) was disclosed or in **our** reasonable opinion ought to have been disclosed on **your** latest proposal to **us**

#### **13. Retroactive Date**

liability for any claim arising from the Services provided by **you** prior to the retroactive date stated in the schedule

#### **14. Terrorism**

loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this part the burden of proving that cover is provided under this part will be upon **you**

#### **15. Virus or Similar Mechanism, Hacking or Denial of Service Attack**

liability arising out of **virus** or similar mechanism, **hacking** or **denial of service attack**.

### Section 4 – Special Provisions

#### **1. Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this part is not enforceable by any third party.

#### **2. Discharge of Liability**

**We** may at any time pay the maximum amount payable under this part after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with **our** written consent prior to the date of such payment.

#### **3. Limit of Indemnity**

The limit of indemnity stated in the schedule is **our** monetary limit and applies in the aggregate to all claims made in any one period of insurance.

Two or more claims arising out of a single negligent act, error or omission or a series of related negligent acts, errors or omissions consequent upon or attributable to one source or original cause will be treated as a single claim and will be subject to one limit of indemnity and **excess**. All such claims will be considered first made on the date on which the earliest claim is first made.

Where **you** become liable to pay a sum in excess of the amount of indemnity available under this part we will pay only the proportion of any Costs and Expenses that the available amount of indemnity bears to **your** total liability.

#### **4. Queen's Counsel**

**You** will not be required to contest any legal proceedings unless a Queen's Counsel or similar authority agreed upon by **you** and **us** advises that on the facts of the case concerned such claim could be contested with a reasonable prospect of success.

# Part L – Motor

## Section 1 – Special Definitions

### Accessories

- a) Parts or products specifically designed to be fitted to or used with the Vehicle including spare parts
- b) equipment permanently fitted to the Vehicle.

### Car

any private car, estate car, utility car or Minibus.

### Certificate

The current certificates of motor insurance issued by us.

### Commercial Vehicle

any motor vehicle other than a Car or Motorcycle.

### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs and expenses incurred with our consent in defending any claim
- c) costs incurred with our consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving or any equivalent local charge within the Geographical Limits
  - iii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this part.

### Driver

Any person driving the Vehicle and entitled to do so under the terms of the Certificate.

### Geographical Limits

- a) the territorial limits
- b) any other member country of the European Union
- c) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC)
- d) any other country but only during any period for which you have requested and we have agreed to extend cover for the use of the Vehicle in that country

and during transit (including the process of loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.

### Insured Person

- a) You
- b) the Driver

- c) at **your** request:
  - i) any **constable, employee, member** or **volunteer**
  - ii) any Passenger
  - iii) the owner of a Vehicle on hire or loan or leased to **you**
  - iv) any member or committee member of **your** sports or social club
  - v) the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided always that such hire is permitted under the terms of the Certificate
- d) any person who with **your** permission is using but not driving the Vehicle for social domestic and pleasure purposes provided always that such use is permitted under the terms of the Certificate
- e) the employer or partner of any person whose business use is permitted under the terms of the Certificate.

#### **Licence**

Licence to drive a motor vehicle of the same class as the Vehicle.

#### **Minibus**

A motor vehicle with between 9 and 16 (inclusive) Passenger seats.

#### **Motorcycle**

any motorcycle, motorcycle and sidecar or moped.

#### **Passenger**

Any person other than the Driver travelling in or on or getting into or out of the Vehicle or any Trailer or disabled motor vehicle attached to the Vehicle.

#### **Pollution or Contamination**

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

#### **Road**

Anywhere within the Geographical Limits where compulsory motor insurance legislation is operative.

#### **Trailer**

Any trailer which is **your** property or for which **you** are legally responsible but excluding a disabled motor vehicle

#### **Vehicle**

Any motor vehicle (excluding a steam driven vehicle) as follows:

- a) Car
- b) Motorcycle
- c) Commercial Vehicle

which is insured under this part and described in the Certificate but excluding any motor vehicle registered outside the **territorial limits** unless **you** have requested and **we** have agreed to cover such motor vehicle.

## Section 2 – Extent of Cover

Cover only applies within the Geographical Limits for death, injury, loss or **damage** caused or arising in the period of insurance stated in the schedule. The extent of cover applicable is as stated in the schedule or any relevant endorsement and the following meanings apply to words or expressions used.

### **Comprehensive**

The full insurance as written in this part.

### **Third Party, Fire and Theft**

Section 5 does not apply except for **damage** to the Vehicle by:

- a) fire, lightning, self ignition or explosion
- b) theft or attempted theft.

Sections 6 and 7 do not apply.

### **Third Party only**

Sections 5, 6 and 7 do not apply.

## Section 3 – Excesses

When cover is applicable **you** will be liable to pay or refund to **us** excesses in the amounts which are stated in the schedule and which apply in respect of claims and expenses as follows.

### **Damage**

All claims and expenses under section 5 other than claims in respect of:

- a) breakage of glass in the windscreen, windows or sunroof of the Vehicle or the scratching of bodywork caused by such breakage
- b) **damage** to the Vehicle caused by:
  - i) fire, lightning, self ignition or explosion
  - ii) theft or attempted theft.

### **Fire**

All claims and expenses under section 5 in respect of **damage** to the Vehicle caused by fire, lightning, self-ignition or explosion.

### **Personal Effects**

All claims and expenses under section 6.

### **Theft**

All claims and expenses under section 5 in respect of **damage** to the Vehicle caused by theft or attempted theft.

### **Third Party**

All claims and expenses under section 4.

### **Windscreen**

All claims and expenses under section 5 in respect of breakage of glass in the windscreen, windows or sunroof of the Vehicle or the scratching of bodywork caused by such breakage.

## Section 4 – Liability to Third Parties

### The Cover

In respect of legal liability for death of or bodily injury to any person and **damage to property** we will indemnify the Insured Person when liability is caused by or arises out of the use of the Vehicle or in connection with the loading or unloading of the Vehicle.

In addition we will pay Costs and Expenses.

### 4.1 Corporate Manslaughter

In respect of any **event** which may be the subject of indemnity under this section we will pay 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 Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided always that:

- a) **our** liability under this clause will not exceed the amount stated in the schedule in any one period of insurance
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **your** behalf
- d) **you** will give **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- f) **we** will be under no liability:
  - 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) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.

### 4.2 Disabled Motor Vehicles

In respect of legal liability for death of or bodily injury to any person and **damage to property** we will indemnify the Insured Person when liability is caused by or arises out of any disabled motor vehicle while attached to the Vehicle. This section will also apply to any disabled motor vehicle detached from the Vehicle and not attached to any other vehicle and being used by **you** but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

**We** will not be liable for:

- a) **damage** to a disabled motor vehicle
- b) any liability if a disabled motor vehicle is being towed otherwise than in accordance with the law
- c) **damage to property** being carried in or on a disabled motor vehicle.



### 4.3 Immobile Property

Exclusion 2 a) will not apply for **damage to your immobile property**.

Provided always that:

- a) the amount payable for any one **event** will not exceed the sum stated in the schedule
- b) no other insurance covers the **damage**.

### 4.4 Indemnity to Personal Representatives

Following the death of any person entitled to indemnity **we** will in respect of the liability incurred indemnify such person's personal representatives.

### 4.5 Indemnity to Insurer of a Constable

In respect of an accident occurring as a direct result of the use of a motor vehicle the property of or on hire or loan to a **constable of yours** in the pursuit, interception or detention of any person suspected of crime or whom the **constable** reasonably considers they have the power to apprehend **we** will at **your** request indemnify the insurer of the **constable** to the extent of the insurer's liability under a motor policy provided no settlement or agreement to settle has been made without **our** prior agreement.

### 4.6 Movement of Third Party Vehicles

In respect of legal liability for death of or bodily injury to any person and **damage to property we** will indemnify **you** or any **constable, employee, member or volunteer** when liability is caused by or arises out of the driving, movement or possession of any motor vehicle with or without the authority of the owner:

- a) if parked in a position which obstructs the legitimate passage or the loading or unloading of the Vehicle
- b) within the vicinity of any premises owned or occupied by **you**
- c) when otherwise required in connection with the **business**.

In these circumstances the motor vehicle will not be regarded as **property** held in **your** care, custody or control.

**We** will not pay for:

- a) liability if the motor vehicle is:
  - i) **your** property or held by **you** under a hire purchase agreement or hired by or loaned or leased to **you**
  - ii) other than c) driven or moved by any person who does not hold a Licence unless such person has held and is not disqualified from holding or obtaining such a Licence
- b) **damage to property** in or on the motor vehicle.

### 4.7 Principal's Clause

In the event of any claim in respect of which **you** would be entitled to receive indemnity being brought or made against any public or local authority or other principal **we** will indemnify the said public or local authority or other principal against such claim and/or any costs and expenses in respect thereof.

Provided always that:

- a) **we** have the sole conduct and control of any claim
- b) the public or local authority or other principal is not entitled to indemnity under any other policy

- c) **we** will not be liable for death of or bodily injury to any person or **damage to property** arising out of the negligence or other default of the public or local authority or other principal or their servant or agent.

#### 4.8 Service and Repair

**We** will indemnify **you** when the Vehicle is in the custody or control of a member of the motor trade for service or repair.

#### 4.9 Third Party Contingency

In respect of legal liability for death of or bodily injury to any person and **damage to property** **we** will indemnify **you** alone when liability is caused by or arises out of the use of or in connection with any motor vehicle while being used in connection with the **business**.

Provided always that:

- a) such vehicle is not **your** property or held by **you** under a hire purchase agreement or hired by or leased to **you**
- b) **you** have taken all reasonable steps to ensure that there is in force in respect of such vehicle an insurance that is valid for such use
- c) if any claim covered by this clause is covered by any other insurance then notwithstanding general condition 8 **we** will not be liable to make any contribution to such claim
- d) motor vehicle does not include any vehicle registered outside the **territorial limits**.

#### 4.10 Unauthorised Use

**We** will indemnify **you** in the event of any accident occurring while the Vehicle is being used or driven by any person without **your** knowledge or consent for any purpose not permitted provided always that **you** will take all reasonable precautions to ensure that all persons who may use or drive the Vehicle are made aware of the permitted purposes of use as stated in this part.

#### Exclusions to Section 4

This section does not cover:

##### 1. Airside

legal liability directly or indirectly caused by or contributed to by or arising from the Vehicle while in or on that part of any aerodrome, airfield, airport or military installation provided for:

- a) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground
- b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

##### 2. Damage

- a) **damage to property** belonging to or in the care, custody or control of the Insured Person
- b) **damage** to premises or to the fixtures and fittings therein which are not **your** property but are occupied by **you** under a lease or rental agreement if such **damage** is covered by any other insurance
- c) **damage to property** in or on the Vehicle
- d) **damage** to the Vehicle

### 3. Defective Goods or Treatment

death of or bodily injury to any person or **damage to property** caused by or attributable to:

- a) any defect in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the Vehicle or any motor vehicle not **your property** or provided by **you**
- b) treatment given or services provided at or from the Vehicle or any other motor vehicle

### 4. Employers' Liability

death of or bodily injury to any person arising out of or in the course of that person's employment by the person claiming indemnity if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers' liability legislation within the Geographical Limits

### 5. Loading or Unloading

death of or bodily injury to any person or **damage to property** caused or occurring beyond the limits of any Road in connection with:

- a) the bringing of the load to any Vehicle for loading thereon
- b) the taking away of the load from any Vehicle after unloading therefrom

by any person other than the Driver or attendant of such Vehicle

### 6. Other Insurances

any person other than **you** if that person is entitled to indemnity under any other insurance

### 7. Pollution or Contamination

death of or bodily injury to any person or **damage to property** directly or indirectly caused by Pollution or Contamination unless the Pollution or Contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

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

### 8. Terrorism

any amount in excess of the sum stated in the schedule inclusive of Costs and Expenses or the minimum amount required by the compulsory motor insurance legislation in the country in which the insured event occurs whichever is the greater directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this part the burden of proving that cover is provided under this part will be upon **you**

### 9. Tool of Trade

death of or bodily injury to any person or **damage to property** caused by or arising out of the use of mechanically propelled plant or an attachment of the Vehicle while working as a tool of trade.

Exclusions 1, 3, 7 and 9 will not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

## Provision to Section 4

### 1. Limit of Indemnity

Our liability will not exceed the sum stated in the schedule or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured **event** occurs.

## Section 5 – Damage to Vehicles

### The Cover

We will indemnify **you** in respect of **damage** to the Vehicle and Accessories of the Vehicle.

This indemnity will not exceed the market value of the Vehicle immediately before such **damage**.

### 5.1 Continuing Hire Charges

If **you** become liable to pay for continuing hire charges incurred under a contract with the owner of a motor vehicle on temporary hire to **you** as a direct result of **damage** caused to such motor vehicle and which is the subject of indemnity under this section **we** will pay such charges for a period not exceeding 120 days from the date of the **event**

Provided always that:

- a) **we** will not be liable for the first 72 hours of such charges
- b) the amount payable in respect of any one **event** will not exceed the amount stated in the schedule.

### 5.2 Customs Duty

We will indemnify **you** against liability for the enforced payment of customs duty where such liability arises directly from **damage** covered under this section.

### 5.3 New for Old

If any Vehicle within one year of first registration is:

- a) damaged to the extent that the costs of repair would exceed 50% of the manufacturer's recommended retail price plus taxes
- b) lost by theft and not recovered

**we** will replace it with a new Vehicle of the same manufacturer and of the same or like type

Provided always that:

- i) **you** request it; and
- ii) any other interested party known to **us** consents; and
- iii) such a replacement is available.

### 5.4 Other Charges

We will indemnify **you** against general average contribution and salvage and sue and labour charges incurred during the transportation of the Vehicle by sea.

Provided always that:

- a) such Vehicle is covered against **damage** under this section
- b) the contribution relates to the value of such Vehicle.

### 5.5 Recovery and Re-delivery

We will indemnify you for the reasonable cost of removing the Vehicle from the place where **damage** occurred to the premises of the nearest competent repairer and re-delivery to you within the territorial limits after repair.

### 5.6 Service and Repair

We will indemnify you when the Vehicle is in the custody or control of a member of the motor trade for service or repair.

### 5.7 Theft of Keys

If the keys or any other removable ignition device or lock transmitter for the Vehicle are stolen we will at your request pay up to the amount stated in the schedule in respect of any one **event** for each Vehicle to replace:

- a) the door locks and/or boot lock
- b) the ignition and/or steering lock
- c) the lock transmitter and/or central locking interface.

Provided always that:

- i) any other interested party known to us consents; and
- ii) this indemnity will not exceed the market value of the Vehicle immediately before **damage**; and
- iii) we will not be liable for the cost of replacing any alarms or security devices fitted to the Vehicle.

### 5.8 Unauthorised Use

We will indemnify you for **damage** while the Vehicle is being used or driven by any person without your knowledge or consent for any purpose not permitted provided always that you will take all reasonable precautions to ensure that all persons who may use or drive the Vehicle are made aware of the permitted purposes of use as stated in this part.

### Exclusions to Section 5

This section does not cover:

#### 1. Deception

**damage** caused by deception

#### 2. Diminution in Value

any diminution in the value of the Vehicle

#### 3. Sonic Bangs

**damage** to the Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds

#### 4. Wear and Tear, Depreciation, Loss of Use, Breakdown or Damage to Tyres

- a) wear and tear
- b) depreciation
- c) loss of use
- d) mechanical, electrical, electronic or computer breakage, failure or breakdown
- e) **damage** to tyres caused solely from braking, cuts, punctures or bursts.

## Provisions to Section 5

### 1. Hire Purchase and Leasing Agreements

If to our knowledge the Vehicle is the subject of a hire purchase or leasing agreement any payment for damage to the Vehicle which is not made good by repair or replacement may at our discretion be made to the owner whose receipt will be a full discharge of our liability.

### 2. Repairs

You may authorise reasonable and necessary repairs without previously obtaining our consent provided always that notification in accordance with general condition 3 is given to us without delay and a detailed estimate of the costs of repair is sent to us as soon as possible.

## Section 6 – Personal Effects

### The Cover

We will at your request provide indemnity up to the amount stated in the schedule for any one event in respect of damage to personal effects while in or on the Vehicle.

The owner's receipt will be a full discharge of our liability.

### Exclusions to Section 6

This section does not cover:

#### 1. Goods or Samples

goods or samples carried in connection with any business

#### 2. Money or Securities

money, tickets, credit, debit or charge cards, stamps, cheques, bonds, securities or documents of any description.

## Section 7 – Medical Expenses

### The Cover

We will pay you up to the amount stated in the schedule for medical expenses incurred by the Driver or any other person travelling in or on the Vehicle following injury caused by violent, accidental, external and visible means in direct connection with the Vehicle.

## Section 8 – Special Exclusions

This part does not cover:

### 1. Contractual Liability or Liquidated Damages

any liability assumed by you by agreement which would not have attached in the absence of such agreement and any indemnity in respect of liquidated damages or under any penalty clause

### 2. Earthquake or Riot

any accident, death, bodily injury or damage to property except under section 4 arising during or in consequence of:

- a) earthquake occurring outside the territorial limits or any other member of the European Union
- b) riot or civil commotion occurring:

- i) in Northern Ireland
- ii) outside Great Britain, the Isle of Man, the Channel Islands or any other member of the European Union

### 3. Lessor Negligence

the owner of a Vehicle leased to **you** where liability is caused by the negligence of such owner or the servant or agent of such owner

### 4. Unauthorised Use

any claim while the Vehicle is with **your** knowledge or consent being:

- a) used for any purpose not permitted under the Certificate
- b) driven by any person not authorised under the Certificate.

This exclusion will not apply to claims under sections 4.8 and 5.6

### 5. Unlicensed Drivers

- a) by **you** unless **you** hold a Licence or have held and are not disqualified from holding or obtaining such a Licence
- b) with **your** general consent by any person who **you** know does not hold a Licence unless such person has held and is not disqualified from holding or obtaining such a Licence.

This exclusion will not apply to claims under section 4.6 c) and special provision 5.

## Section 9 – Special Provisions

### 1. Trailers

The cover as stated in the schedule applies to any Trailer as if it was a Vehicle while attached to or detached from the Vehicle and not attached to any other vehicle.

**We** will not be liable for:

- a) any liability if a Trailer is being towed otherwise than in accordance with the law
- b) **damage** to **property** being carried in or on a Trailer.

### 2. Discharge of Liability

**We** may at any time pay any limit of indemnity after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with **our** written consent prior to the date of such payment.

### 3. Joint Liabilities

If **you** comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if **you** comprised only one party and in any event will not exceed the relevant limit of indemnity.

### 4. Occasional Business Use

At **your** request this part will apply in respect of any motor vehicle not the property of or hired, lent or provided by **you** while being used in connection with the **business** by any **constable, employee, member** or **volunteer**.

General condition 8 will not apply.

### **5. Unlicensed Drivers**

The requirement of the Certificate that the Driver must hold a Licence or have held and not been disqualified from holding or obtaining such a Licence will not apply in circumstances where a Licence to drive is not required by law.

Provided always that:

- a) the terms of the Certificate will otherwise apply
- b) in respect of the Vehicle other than any agricultural tractor or self propelled agricultural or forestry machine the person driving is of an age to hold a Licence to drive the Vehicle on a Road.

## **Section 10 – Special Conditions**

### **1 Observance**

The due observance and fulfilment of the terms and conditions of this part by **you** in so far as they relate to anything to be done or complied with by **you** will be a condition precedent to **our** liability to make any payment under this part.

Upon proof of breach of this condition **we** will be entitled to recover from the Insured Person all sums paid by **us** including those for which **we** would not have been liable but for the provisions of any compulsory motor insurance legislation operative within the Geographical Limits.

### **2. Our Rights**

**We** will be entitled to possession and ownership of the Vehicle or its remains if any payment is made for actual or constructive total loss of the Vehicle or under section 5.3.

### **3. Vehicle Information**

**You** will supply details of any Vehicle whose use is insured by this part as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Motor Insurance Database.

### **4. Vehicle Maintenance**

**You** will at all times maintain the Vehicle in an efficient and roadworthy condition.

### **5. Vehicle Security**

**You** will take all reasonable steps to safeguard the Vehicle from **damage**.



# Part M – Motor Legal Expenses and Uninsured Loss Recovery

Cover under this part is underwritten by DAS Legal Expenses Company Limited. Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. FSA No. 202106

## Section 1 – Special Definitions

### Appointed Lawyer

The lawyer or other suitably qualified person appointed under special condition 2 to act for the Person Insured.

### Geographical Limits

Any territory where cover is provided under part L.

### Person Insured

The user of and any passenger in or on the Vehicle.

### Legal Expenses

Reasonable costs necessarily incurred by the Appointed Lawyer on 'a standard basis' and costs incurred by opponents in civil cases where the Person Insured is held liable to pay such costs or pays them with **our** consent.

### Limit of Indemnity

As stated in the schedule.

### Vehicle

any vehicle insured under part L.

## Section 2 – The Cover

In respect of an accident causing:

- a) **damage** to the Vehicle or **property** carried in or on the Vehicle
- b) bodily injury to a Person Insured while in or on the Vehicle

**we** will pay Legal Expenses in pursuing a claim for the recovery of uninsured loss or death or bodily injury caused to the Person Insured.

Provided always that:

- i) **we** consider there is a reasonable prospect of success
- ii) any action must relate to an accident occurring in and be under the jurisdiction of a court within the Geographical Limits
- iii) any person seeking the benefit of this cover does so with **your** consent.

## Section 3 – Special Exclusions

**We** will not pay for:

- a) any claim reported to **us** more than 180 days after the date a Person Insured should have known about the insured incident
- b) any claim where indemnity under part L has been declined

- c) any Legal Expenses incurred before **we** accept a claim
- d) any claim relating to a contract
- e) fines, damages or other penalties which the Person Insured is ordered to pay by a court or other authority
- f) any legal action a Person Insured takes which **we** or the Appointed Lawyer have not agreed to or where the Person Insured does anything that hinders **us** or the Appointed Lawyer.

## Section 4 – Special Conditions

### 1. Arbitration

If **we** and the Person Insured disagree about the choice of Appointed Lawyer or about the handling of a claim **we** and the Person Insured can choose another suitably qualified person to decide the matter. **We** and the Person Insured must both agree to this in writing. If **we** cannot agree with the Person Insured about the choice of the second suitably qualified person **we** will ask the president of a relevant national law society to choose a suitably qualified person. If the Person Insured loses the disagreement they will have to pay the costs of settling it. If **we** lose the disagreement **we** will pay the costs of settling it.

### 2 Claims Procedures

#### a) Person Insured's Responsibilities

A Person Insured must:

- i) send everything **we** ask for in writing
- ii) give **us** any information **we** request
- iii) tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent
- iv) if **we** ask tell the Appointed Lawyer to have Legal Expenses taxed, assessed or audited
- v) take every step to recover Legal Expenses that **we** have to pay and must pay **us** any Legal Expenses that are recovered
- vi) co-operate fully with **us** and the Appointed Lawyer and must keep **us** up-to-date with the progress of the claim
- vii) give the Appointed Lawyer any instructions that are required by **us**.

#### b) Our Rights

**We**:

- i) in civil cases can take over and conduct in the name of **you** any claim, proceeding or investigation at any time and can negotiate any claim on behalf of a Person Insured
- ii) if **we** agree to start legal proceedings and it becomes mandatory for a Person Insured to be represented by a lawyer or if there is a conflict of interest a Person Insured can choose an Appointed Lawyer by sending **us** the suitably qualified person's name and address.

**We** may chose not to accept the choice of lawyer but only in exceptional circumstances. If there is a disagreement over the choice of Appointed Lawyer another suitably qualified person can be appointed to decide the matter.

Before a Person Insured chooses a lawyer **we** can appoint an Appointed Lawyer

- iii) will appoint an Appointed Lawyer who will represent a Person Insured according to **our** standard terms of appointment. The Appointed Lawyer must co-operate fully with **us** at all times
- iv) will have direct contact with the Appointed Lawyer
- v) may decide to pay the Person Insured a reasonable sum of money in respect of the amount of damages that is being claimed against them instead of starting or continuing legal proceedings
- vi) if a Person Insured does not accept a reasonable offer to settle a claim **we** may refuse to pay any further Legal Expenses
- vii) if an Appointed Lawyer refuses to continue acting for a Person Insured with good reason or if a Person Insured dismisses an Appointed Lawyer without good reason will cancel this insurance at once unless **we** agree to appoint another Appointed Lawyer
- viii) if a Person Insured settles a claim or withdraws their claim without **our** consent or does not give suitable instructions to the Appointed Lawyer **we** will cancel this insurance at once and **we** will be entitled to re-claim any Legal Expenses paid by **us**.

# Part N – Plant Inspection Contract

## Section 1 – Special Definitions

### Competent Person

The competent person is Zurich Management Services Limited who employ engineer surveyors, senior engineers or other technical persons.

### Contract Price

The amount payable for the Inspection Service stated in the schedule or as varied from time to time in accordance with section 4 special condition 2 during the period of contract.

### Inspection

An examination of Plant which:

- a) will if required by **you** be carried out in accordance with the requirements of any applicable statutory regulations and where applicable will be carried out in accordance with any written scheme of examination
- b) for Plant not requiring inspection in accordance with statutory regulations will be carried out as agreed between **you** and **us**.

### Inspection Interval

The interval between Inspections as set out in statutory regulations and/or written schemes of examination where applicable or any additional Inspections as stated in the schedule.

### Inspection Service

An Inspection of Plant at Inspection Intervals and provision of a Report.

### Normal Working Hours

Between 08.00 hours and 17.00 hours Monday to Friday except for public holidays.

### Plant

The machinery and equipment stated in the schedule.

### Report

A document in **our** standard format issued electronically and/or on paper that provides details of the Plant inspected and the Inspection that was undertaken.

### Site

The locations stated in the schedule.

## Section 2 – Scope of the Inspection Service

**We** will provide **you** with the Inspection Service for Plant at the Site in accordance with the terms and conditions of this contract during the period of contract.

Where **you** require that the Inspection Service is to be carried out in accordance with specific statutory regulations the scope of the Inspection Service will in so far as is possible under the terms of this contract be in accordance with the terms of those statutory regulations and any respective relevant guidance or any relevant approved code of practice. The Report will identify the regulations and any relevant guidance or any code of practice that apply.

Where the Inspection Service is carried out in accordance with any specific statutory regulation the Competent Person will possess all necessary skills, experience and qualifications to the extent required under the applicable statutory regulation.

Where **you** do not require that the Inspection Service is carried out in accordance with specific statutory regulations or no such regulations apply the scope of the Inspection Service will in so far as is possible under the terms of this contract be as instructed by **you** and agreed by **us** or in the absence of such an instruction as specified by **us**.

The scope of the Inspection Service will be limited by the extent to which **you** have prepared the Plant for Inspection. In this event the Report will fully describe the scope of the Inspection. In the event that the Plant or part of the Plant cannot be located or is not made available by **you** for Inspection the Report will indicate that the Plant or the relevant part of the Plant could not be inspected and will give the reason for this.

The Report may bring to **your** attention other noticeable and obvious defects that fall outside the scope of the Inspection although no obligation to do so exists. The impact of such other defects are to be assessed by **you** and are **your** sole responsibility.

The Inspection Service will not cover the preparation, operation, repair or maintenance of Plant.

### Section 3 – Additional Services

**We** may negotiate with **you** and agree to provide additional services. **You** acknowledge that unless otherwise agreed in this manner additional services will not be included in the scope of the Inspection Service. Additional services include:

- a) the compilation and/or certification of written schemes of examination which may be a statutory requirement
- b) the witnessing or provision of ultrasonic, radiographic or other non-destructive tests or other tests of a non-routine character or any proof of load stability, anchorage or similar test
- c) the assessment of Plant design and construction to verify compliance with applicable design or construction codes or European Directives
- d) the assessment of the suitability of Plant for its intended use in the particular environment within which it is operated
- e) the assessment of the suitability of proposed repair or modification to Plant and the carrying out of any additional Inspection of the Plant required during and/or on completion of such repair or modification
- f) the assessment of any Plant which is in a non-standard operating condition
- g) the postponement of Inspection of Plant according to specific regulations that allow this.

### Section 4 – Special Conditions

#### 1. Cancellation

**We** may cancel this contract by giving 30 days written notice by special delivery mail to **you** at any time throughout the duration of this contract without further obligation subject to any accrued rights and the payment of the Contract Price for Inspection Services which have already been performed to the effective date of termination.

**We** or **you** will have the right at any time by giving written notice by special delivery mail to the other to immediately terminate this contract on or after the happening of any of the following events:

- a) where the other has committed a material breach of the terms of this contract which is incapable of remedy
- b) where the other has committed a material breach of the terms of this contract which is capable of remedy and fails to remedy such breach within 30 days after receipt of a written notice by the other party giving full particulars of the breach and requiring it to be remedied
- c) where the other is unable to pay its debts as and when they fall due within the meaning of Section 123 of the Insolvency Act 1986
- d) where an order is made or a petition is presented or an effective resolution is passed for the winding-up of the other party otherwise than for the purpose of a solvent amalgamation or reconstruction
- e) where the other convenes a meeting or proposes or enters into any arrangement or composition with its creditors
- f) where an event of force majeure delays a scheduled Inspection for more than 30 days.

## 2. Contract Price

You agree that we will adjust the Contract Price at the end of the period of contract to take into account:

- a) any Plant added to or deleted from the schedule
- b) any changes to the Inspection Interval.

## 3. Force Majeure

We will not be liable for any delay or for the consequences of any delay in performing our obligations under this contract if such delay is due to any cause beyond our reasonable control and will be entitled to a reasonable extension of time for performance of such obligations.

## 4. Liability of you and us

- a) We have and accept no responsibility for **damage** sustained by the Plant as a result of the failure of the Plant to withstand a test applied as part of the Inspection Service.
- b) Subject to condition 4a) we will indemnify you and keep you indemnified against any loss of or **damage** to any **property** or injury to or death of any person caused by any negligent act or omission or breach of this contract by us, our employees, agents or subcontractors.
- c) You will indemnify us and keep us indemnified against any loss or **damage** to any **property** or injury to or death of any person caused by any negligent act or omission or breach of this contract by you, your employees, agents or subcontractors.
- d) Except in respect of injury to or death of any person or any other liability which cannot be limited or excluded by law the respective liability of you and us under conditions 4b) and 4c) in respect of each event or series of connected events or in the aggregate will not exceed £10,000,000 during the period of contract.
- e) Notwithstanding anything else contained in this contract neither you nor we will be liable to the other party for loss of profits or contracts, loss of goodwill or other special, indirect or consequential loss howsoever arising.

## 5. Long Term Undertaking

In consideration of a discount being incorporated in the Contract Price **you** undertake to offer annually the Inspection Service under this contract on the terms and conditions in force at the expiry of each period of contract and to pay the Contract Price in advance it being understood that:

- a) **we** will be under no obligation to accept an offer made in accordance with this undertaking
- b) the Contract Price will be amended at each renewal date in line with the change in the Average Earnings Index for Whole Economy Excluding Bonuses during the period of 12 months which expires 3 months prior to the month of renewal.

Payment of the Contract Price or renewal Contract Price will be deemed acceptance by **you** of this condition.

## 6. Obligations of the Parties

### a) Ours

We will:

- i) provide the Inspection Service within Normal Working Hours unless otherwise agreed
- ii) use reasonable endeavours to make arrangements with **you** in order to carry out Inspections of the Plant
- iii) produce the Report within 14 days following completion of an Inspection of the Plant other than in circumstances where an item is judged to give rise to immediate danger. In this event an on site Report will be issued prior to leaving the Site
- iv) notify **you** in writing within 14 days of an abortive attempt to arrange an Inspection
- v) comply with **your** safe systems of work as notified by **you**. **We** reserve the right not to carry out an Inspection if in **our** opinion to do so would pose an unacceptable risk to the health, safety or welfare of any person.

### b) Yours

You:

- i) may be required to pay an additional charge to **us** where:
  - 1) Inspections are carried outside Normal Working Hours at **your** request
  - 2) **you** require that **our** representatives are required to undertake training specific to **your** own health, safety and welfare procedures
  - 3) **we** were unable to carry out an Inspection of the Plant at an agreed time through no fault of **our** own and a further appointment is necessitated
  - 4) **we** are required to re-examine any Plant
  - 5) **you** request an agreement with **us** to postpone an Inspection
  - 6) **you** request duplicate copies of Reports
- ii) will ensure that all Plant that requires Inspection is included in the schedule. In the event of any errors or omissions in the schedule **you** will notify **us** in writing without delay
- iii) will notify **us** if any Plant is being operated outside the scope of usual operating conditions to ensure that **we** provide the appropriate service

- iv) will use reasonable endeavours to comply with any arrangements proposed by **us** in order to carry out Inspections at the Inspection Interval
- v) will at **your** own expense have the Plant properly cleaned and prepared for Inspection and will make available any ancillary testing equipment
- vi) will be responsible for the reassembly of the Plant after Inspection
- vii) will make available **your** staff, premises, facilities and access equipment as **we** may reasonably request to enable **us** to perform the Inspection Service. In particular where the operation of Plant is required for the purposes of an Inspection **you** will make available a skilled and qualified operator
- viii) will promptly provide **us** with such information and documents as **we** may reasonably request for the proper performance of the Inspection Service. **You** will retain sole responsibility for the operation of the Plant
- ix) will provide **us** with safe access to the Site and a safe working environment on the Site
- x) will provide **us** with full information concerning any modification to the Plant that has been made since the last Inspection before the beginning of each Inspection
- xi) will where applicable under any relevant statutory regulations monitor Inspection Intervals and ensure that **we** are notified in advance of the Inspection dates required by the regulations. Where Inspection of any Plant has not taken place by the end of the Inspection Interval as stated in the latest Report **you** will take the item out of service unless any alternative measure is agreed by **us** in compliance with the relevant regulations.



# Part O – Plant Protection

## Section 1 – Special Definitions

### **Boiler and Pressure Plant**

Those parts of the permanent structure including fittings and direct attachments of Plant subject to steam or other fluid pressure excluding except where specifically stated in the schedule:

- a) superheaters or economisers
- b) interconnecting piping or anything attached to such piping
- c) ancillary electrical and mechanical plant
- d) foundations, masonry, brickwork and chimneys.

### **Breakdown**

- a) The breaking, distortion or burning out of any part of an item of Plant while in ordinary use arising from either mechanical or electrical defect in the item causing its sudden stoppage including any resultant loss of cooling, lubricating or insulating oil or refrigerant or brine
- b) the fracturing of any part of Plant by frost when such fracture renders such Plant inoperative
- c) the complete severance of a rope forming part of Plant designed for lifting but not breakage or abrasion of individual wires or strands even if this necessitates replacement of such rope.

### **Collapse**

The sudden and dangerous distortion whether or not attended by rupture of any item of Boiler and Pressure Plant caused by crushing stresses by force of steam or other fluid pressure other than pressure of ignited flue gases.

### **Damage**

Sudden and unforeseen **damage**.

### **Electrical and Mechanical Plant**

All integral parts of Plant including the individual switchgear for a motor and the wiring between the motor and its switchgear or between a generator and switchboard excluding foundations, masonry or brickwork.

### **Explosion**

The sudden and violent rending of any item of Boiler and Pressure Plant by force of internal steam or other fluid pressure (other than pressure of chemical action or of ignition of the contents or of ignited flue gases) causing bodily displacement of any part of such Plant together with forcible ejection of the contents.

### **Lifting and Handling Plant**

- a) In respect of Plant comprising lifts, platform hoists and lifting tables all integral parts up to and including main circuit breakers or control valves excluding any supporting structure or foundations, masonry or brickwork
- b) in respect of cranes and other lifting Plant:
  - i) all parts commencing in the case of a fixed unit at the point or points of anchorage and in the case of a travelling unit at and including the track wheels and terminating in the case of any unit at the hook, shackle or other connection to the burden rope or chain by which the load or appliance is attached; and

- ii) all electrical equipment by which such Plant is driven commencing at the intake switch or plug or other connection on such Plant

excluding except where specifically stated in the schedule fixing bolts or appliances or the track upon which such Plant works.

#### **Own Surrounding Property**

Property belonging to **you** or in **your** custody or control other than:

- a) any part of Plant causing the Damage or any machinery or apparatus directly driving or driven by such Plant
- b) **property** being lifted, conveyed, handled, heated, cooled, processed by or contained in Plant.

#### **Plant**

Machinery and equipment stated in the schedule the subject of a concurrent plant inspection contract with Zurich Management Services Limited and kept at the Site.

#### **Site**

The locations stated in the schedule.

#### **Storage Tank**

Any permanently installed enclosed receptacle used for storage of fuel oil including supply and delivery piping excluding:

- a) flexible piping
- b) pipes buried in the ground or in concrete, masonry or brickwork
- c) any supporting structure or foundation.

## **Section 2 – The Cover**

In the event of Damage occurring during the period of insurance **we** will pay **you** the value of the **property** insured at the time of its Damage or the cost of repair of the Damage or at **our** option indemnify **you** by reinstatement, replacement or repair provided always that **our** liability will not exceed the amount stated in the schedule as the limit of indemnity in respect of all claims arising out of any one occurrence or arising out of all occurrences of a series consequent upon or attributable to one original cause.

The cover provided is determined by cover code as defined below and stated in the schedule against the item or type of Plant to which it applies.

#### **Cover Code AD – Extraneous Damage**

Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue excluding Damage caused by Breakdown, Explosion or Collapse.

#### **Cover Code BD – Breakdown**

Damage to any item of Plant caused by its own Breakdown.

#### **Cover Code EX – Explosion and Collapse**

Damage to any item of Boiler and Pressure Plant caused by its own Explosion or Collapse.

### **Cover Code LG – Lifted Goods**

Damage to **property** belonging to **you** or in **your** custody or control occurring while such **property** is being handled or lifted by an item of Plant and arising out of its use provided always that any appliance for attaching the load to such Plant complies with any statutory obligations concerning its examination and certification.

### **Cover Code RI – Reinstatement**

In the event of Damage to Plant for which a claim is admitted by **us** the basis upon which the amount payable is to be calculated will be **reinstatement** subject to the supplementary conditions stated in clause 2.6.

### **Cover Code ST – Storage Tank Contents**

- a) Loss of contents of any Storage Tank
- b) the cost of removing any escaped liquid following such loss

as a result of Damage to a Storage Tank for which liability has been admitted by **us** excluding loss caused by evaporation, seepage or normal trade loss.

### **Cover Code SUD – Sudden and Unforeseen Damage**

Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue including Damage caused by Breakdown, Explosion and Collapse.

## **2.1 Capital Additions**

This part includes additional Plant which is installed and ready for use at the Site and falling within the description of Plant types already insured under this part.

Provided always that:

- a) **you** will supply to **us** details of additional Plant as soon as reasonably practicable but not later than 12 months after the cover has applied and pay the additional premium required on the basis agreed between **you** and **us** from the date of installation
- b) such Plant is free from material defects known to **you** and complies with any statutory obligation concerning its examination and certification
- c) **we** are entitled to withdraw cover if such Plant is found to be unsatisfactory for insurance following inspection by **us**.

## **2.2 Debris Removal**

This part includes reasonable costs and expenses necessarily incurred with **our** consent in:

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

**property** following insured Damage.

**We** will not pay for any costs or expenses:

- i) incurred in removing debris except from the site of such **property** suffering Damage and the area immediately adjacent to such site
- ii) arising from pollution or contamination of **property** not insured by this part.

### 2.3 European Union and Local Authority Requirements (including Undamaged Property)

Subject to the following supplementary conditions this part includes the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Union legislation
- b) building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

hereinafter referred to as the 'Stipulations' in respect of Damage to the **property** insured and undamaged portions thereof.

**We** will not pay for:

- i) the cost of complying with the Stipulations:
  - 1) in respect of Damage not insured under this part
  - 2) under which notice has been served upon **you** prior to the happening of Damage
  - 3) for which there is an existing requirement which has to be implemented within a given period
- ii) the additional cost that would have been required to make good the **property** suffering Damage 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.

#### Supplementary Conditions

1. The work of **reinstatement** must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as **we** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to **our** liability not being increased.
2. If **our** liability under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then **our** liability under this clause will be reduced in like proportion.

### 2.4 Expediting Expenses

This part includes reasonable costs and expenses necessarily incurred with **our** consent in effecting temporary repair and of expediting permanent repair including overtime working and the use of rapid transport provided always that the cost does not exceed £5,000.

### 2.5 Own Surrounding Property

This part includes Damage to Own Surrounding Property directly resulting from insured Damage to Plant or in the case of Lifting and Handling Plant caused by impact through the normal operation of Plant even though such Plant does not itself suffer Damage excluding Damage to Own Surrounding Property caused by leakage from Plant provided always that the cost does not exceed the limit of indemnity stated in the schedule.

### 2.6 Reinstatement Basis

Subject to the following supplementary conditions the basis upon which the amount payable in respect of Plant not more than 2 years old and Own Surrounding Property is to be calculated will be **reinstatement**.

### Supplementary Conditions

1. Our liability for the repair of partially damaged **property** will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
  - a) unless **reinstatement** commences and proceeds without unreasonable delay
  - b) until the cost of **reinstatement** has been incurred
  - c) if the **property** insured at the time of its Damage is insured by any other insurance effected by or on **your** behalf which is not on the same basis of **reinstatement**.
3. All the terms and conditions of this part will apply:
  - a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
  - b) where claims are payable as if this clause had not been incorporated.

### 2.7 Temporary Removal

This part includes Damage to Plant while temporarily removed to any other premises or working site within the **territorial limits** and while in transit other than by sea or air to and from such premises or working site.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Consequential Loss

compensation for loss of use or consequential loss of whatsoever nature

### 2. Corrosion and Erosion

the cost of rectifying or making good any form of corrosion or erosion howsoever arising but resulting Damage is not excluded

### 3. Excluded Parts

Damage to:

- a) glass or non-metallic parts
- b) any device for safety or protection when it operates for that purpose
- c) bulbs, thermionic valves, electric heating elements, photo electric cells, transistors, cathode ray and x-ray tubes and similar apparatus
- d) track rails, wear plates, cutting edges, crushing, grinding or hammering surfaces, cutting, shaping or drilling tools and the like

### 4. Fire and Perils

Damage by fire howsoever caused, lightning, explosion other than Explosion where cover code SUD or EX applies, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal at the Site or at any other premises or working site while temporarily removed

#### **5. Inadequate Maintenance**

Damage to any item of Plant caused by or arising from non-compliance by **you** with the maintenance requirements specified by the Plant manufacturer or supplier

#### **6. Installation**

Damage to any item of Plant during its installation, erection or dismantling

#### **7. Known Defects**

Damage caused by any faults or defects known to **you** which existed at the time of commencement of this part whether or not such faults or defects were known to **us**

#### **8. Modifications**

Damage to any item of Plant caused by or arising from modifications to that item beyond the specifications laid down by its manufacturer

#### **9. Multiple Lifts**

Damage arising out of any raising or lowering operations in which a single load is shared between any item of Lifting and Handling Plant and any other equipment unless such operation is carried out in accordance with the British or European Code of Practice for the Safe Use of Cranes applying at the time of loss

#### **10 Newly Installed Plant**

Damage to any item of Plant due to its own Breakdown, Explosion or Collapse:

- a) where it has not successfully completed its performance acceptance tests
- b) occurring within 28 days of its initial installation at the Site

#### **11. Product Recall**

Damage to any item of Plant caused by or arising from non-compliance by **you** with a recall notice issued by the Plant manufacturer or supplier

#### **12. Supplier's Responsibility**

Damage for which a manufacturer, supplier, contractor or repairer is responsible to the extent that **you** are able to recover from such party either by law or under contract

#### **13. Terrorism**

loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this part the burden of proving that cover is provided under this part will be upon **you**

#### **14. Testing or Repair**

Damage to any item of Plant:

- a) which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading
- b) caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul

### **15. Wear and Tear**

the cost of rectifying or making good wear and tear, scratching of painted or polished surfaces, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts, defective joints or seams but resulting Damage is not excluded.

## **Section 4 – Special Provisions**

### **1. Obsolete or Foreign Plant**

In the event of a claim in respect of Plant which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock **our** liability will be limited to the price of corresponding parts of current Plant of similar size and type together with the estimated cost of installing them.

### **2. Subrogation Waiver**

In the event of a claim **we** agree to waive any right, remedy 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 **yourselves** a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Damage.

### **3. Suspension of Cover**

**We** reserve the right at any time to suspend the insurance on any Plant until **our** requirements for its safe operation have been fulfilled.

## **Section 5 – Special Condition**

### **1. Access**

**You** will afford reasonable facilities for **our** representatives to examine any Plant.

# Part P – Deterioration of Stock

## Section 1 – Special Definitions

### Accident

- a) Rise or fall in temperature in the cold chambers of the Refrigeration Plant at the **premises** as a direct result of:
  - i) sudden and unforeseen **damage** to the Refrigeration Plant or non-operation of its controlling devices by any cause not otherwise excluded
  - ii) failure of the public supply of electricity at the terminal ends of the supplier's service feeders at the **premises**
  - iii) failure of the electrical installation connecting the Refrigeration Plant to the supplier's service feeders
- b) action of refrigerant fumes escaping from the Refrigeration Plant.

### Refrigeration Plant

Refrigerators and freezers advised to **us**.

### Replacement Value

The cost of replacing the Stored Goods including the cost of any processing and packaging undertaken by **you**.

### Stored Goods

Chilled or frozen foods contained in the Refrigeration Plant or elsewhere at the **premises** and which would have been contained in the Refrigeration Plant but for an Accident.

## Section 2 – The Cover

In the event of deterioration, putrefaction or contamination of Stored Goods caused by an Accident **we** will indemnify **you** in respect of:

- a) their Replacement Value less any amount received by **you** from their sale
- b) reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in their value which but for such additional expenditure would have taken place but not exceeding the amount of the reduction avoided

less any sum saved in respect of any costs or expenses which may cease or are reduced in consequence of the Accident.

**Our** liability will not exceed in respect of any one item of Refrigeration Plant the sum insured stated in the schedule.

### 2.1 Additional Costs

**We** will also indemnify **you** in respect of reasonable costs and expenses necessarily incurred by **you** with **our** consent for:

- a) obtaining a condemnation certificate issued by an environmental health officer as proof of loss in respect of any valid claim
- b) the disposal of Stored Goods for which a condemnation certificate has been issued as a result of an Accident for which **we** have admitted liability
- c) the cleaning or decontamination of the Refrigeration Plant following an Accident for which **we** have admitted liability.



## 2.2 Automatic Reinstatement of Sum Insured

In the absence of written notice by **us** or **you** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which **you** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Consequential Loss

consequential loss of whatsoever nature

### 2. Fire Perils

loss in consequence of fire howsoever caused, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal

### 3. Terrorism

loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where **we** allege that by reason of this special exclusion cover is not provided under this part the burden of proving that cover is provided under this part will be upon **you**.

### 4. Utilities

loss in consequence of a failure of the supply of electricity directly or indirectly due to:

- a) a deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b) a scheme of rationing not necessitated by damage to the supplier's generating or supply equipment
- c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees.

## Section 4 – Special Provision

### 1. Subrogation Waiver

In the event of a claim **we** agree to waive any right, remedy 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 Accident
- b) any company which is a subsidiary of a parent company of which **you** are **yourselves** a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Accident.

## **2. Underinsurance**

If at the commencement of an Accident the sum insured at the **premises** where the Accident has occurred is less than the total Replacement Value of the Stored Goods thereat **you** will be considered as being **your** own insurer for the difference and the amount payable will be proportionately reduced.

## Section 5 – Special Condition

### **1. Access**

**You** will afford reasonable facilities for **our** representatives to examine any Refrigeration Plant.

# Part Q – Employee Dishonesty

## Section 1 – Special Definitions

### Person Insured

As stated in the schedule.

### Systems of Selection and Control

- a) the systems of **employee** selection utilised to ensure the suitability of **employees** to hold positions of trust
- b) the systems of security, authorisation, checking, audit and similar procedures utilised for the purposes of preventing and identifying any act of fraud or dishonesty by any Person Insured details of which have been supplied in a proposal to **us**.

## Section 2 – The Cover

**We** will indemnify **you** in respect of loss of **money** or other property belonging to **you** or in **your** trust or custody for which **you** are legally responsible occurring as a direct result of any act of fraud or dishonesty committed by any Person Insured acting alone or in collusion with others during the period of insurance.

Provided always that such loss is discovered not more than 24 months following:

- a) the termination of the insurance relative to the Person Insured concerned in such loss
- b) the termination of employment with **you** of the Person Insured or the last of the respective Persons Insured if more than one was concerned with the fraud or dishonesty
- c) the termination of this part

whichever happens first.

### 2.1 Automatic Reinstatement of Limit of Indemnity

Upon discovery of a loss leading to a valid claim under this part the limit of indemnity will be reinstated by the amount of such loss as subsequently ascertained.

Provided always that:

- a) the amount by which the limit of indemnity is reinstated will only apply to acts of fraud or dishonesty committed subsequent to the date of such reinstatement
- b) **you** will pay any additional premium required by **us**.

### 2.2 Bailiffs

Any person, partnership, firm or company or employee of any of them duly appointed or acting for **you** under a contract for services as a bailiff for the recovery of sums due to **you** will be treated as an **employee** and when so treated the words fraud and dishonesty will be held to include the bankruptcy, insolvency or liquidation of the bailiff.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Application of Systems of Selection and Control

any loss arising out of any act of fraud or dishonesty committed by any Person Insured in respect of whom the Systems of Selection and Control have not been properly applied or applied at all and this exclusion will be a bar to any claim involving such a Person Insured acting in collusion with another or others even though the Systems of Selection and Control have been properly applied to such other person.

This exclusion will not be a bar to any claim if **you** can demonstrate that proper application of the Systems of Selection and Control would not have revealed any reason why the Person Insured should not have been appointed to the position of trust held at the time of fraud or dishonesty

### 2. Consequential Loss

any loss of interest or consequential loss of any kind

### 3. Exercise of Systems of Selection and Control

any loss arising out of or contributed to by **you** failing to exercise properly the Systems of Selection and Control other than as specifically referred to in 1. above

### 4. Reasonable Grounds for Suspicion

any loss arising out of any act of fraud or dishonesty committed by any Person Insured after **you** or any person acting on **your** behalf has become aware of or has reasonable grounds for suspicion of any act of fraud, dishonesty or improper or irregular conduct on the part of that Person Insured and this exclusion will also be a bar to any claim involving such a Person Insured acting in collusion with another or others even though such other person may not have committed or have given reasonable grounds for suspicion of any act of fraud or dishonesty or irregular conduct.

## Section 4 – Special Provisions

### 1. Our Rights

The commencement of criminal proceedings against any Person Insured alleged by **you** to have committed any act of fraud or dishonesty will not be a condition precedent to **your** right to indemnity under this part but in the event of **us** being required to indemnify **we** will be entitled to exercise in **your** name but at **our** own expense and for **our** own benefit all **your** rights of action against the Person Insured or their estate. This policy will be evidence of **our** leave so to do and **you** will provide all such assistance as **we** may require in pursuit of the said rights.

### 2. Limit of Indemnity

The limit of indemnity stated in the schedule is **our** monetary limit in respect of:

- a) any one loss irrespective of the number of Persons Insured involved
- b) the total of all losses discovered during any one period of insurance. Any losses discovered within the 24 month period allowed under section 2 c) will be treated as having been discovered during the final period of insurance
- c) **our** total liability during any number of periods of insurance and for any number of losses forming the basis of any one claim whether under this part or any similar policies issued in addition to them or in substitution for them.

Where more than one limit of indemnity appears in the schedule **our** monetary limit will be the higher limit of indemnity relevant to the Persons Insured involved in the loss or losses.

## **2. Reduction of Claim**

Any **money** or the value of any property in **your** hands and belonging to or otherwise due to any Person Insured whose fraud or dishonesty has given rise to a loss for which a claim is made under this part and which may legally be retained by **you** will be deducted from any amount that would otherwise be payable to **you**.

## Section 5 – Optional Extension

Applicable only where stated in the schedule.

### **A Auditors Fees**

**We** will indemnify **you** in respect of costs and expenses incurred by **you** in investigating and proving any act of fraud or dishonesty which results in a claim under this part provided always that **our** liability under this extension will not exceed 10% of the amount otherwise payable in respect of such claim.

# Part R – Personal Accident

## Section 1 – Special Definitions

### Accident

- a) Violent, accidental, external and visible means
- b) unavoidable exposure to the elements.

### Activities

As described in Section 9 and stated in the schedule.

### Annual Earnings

- a) The gross basic annual wage or salary inclusive of emoluments, guaranteed overtime and local weightings from **you** of the Person Insured at the date of sustaining bodily injury
- b) the gross earnings from **you** of the Person Insured during the 12 months preceding the date of sustaining bodily injury

whichever is the greater.

### Assault

- a) Violent or criminal assault
- b) attack by animals
- c) explosion or whilst searching for explosives.

### Loss of Limb

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

### Loss of Sight

Permanent and total loss of sight:

- a) in both eyes if name entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on Snellen Scale.

### Person Insured

As described in Section 8 and stated in the schedule.

### Usual Occupation

The occupation or profession of the Person Insured as stated in **your** records at the time of the bodily injury.

### Weekly Earnings

The gross average weekly earnings from **you** of the Person Insured during the 52 weeks preceding the date of sustaining bodily injury.

## Section 2 – Accident

### The Cover

In the event of any Person Insured whilst engaged in the Activities sustaining bodily injury by Accident other than Assault during the period of insurance as a result of which death or disablement occurs independently and exclusively of any other cause within 24 months of sustaining such injury **we** will pay to **you** such of the amounts payable under Section 6 as are applicable.

In the event of the disappearance of any Person Insured and where **we** agree after a suitable time has elapsed that it is reasonable to assume that such Person Insured has died as the sole and direct result of sustaining bodily injury by Accident other than Assault whilst engaged in the Activities **we** will pay the appropriate amount payable in respect of death to **you** subject to a signed undertaking from an authorised person that if the assumption of death is subsequently found to be wrong the amount paid in settlement will be refunded.

**We** will also provide indemnity in respect of **damage** to personal effects consisting of money, articles of clothing, footwear and other **property** worn or carried by the Person Insured when such **damage** arises as a result of the Person Insured sustaining bodily injury for which **we** are liable to pay compensation under this section provided always that **we** will not pay more than the sum of £5,000 in respect of **damage** to personal effects of any one Person Insured.

## Section 3 – Assault

### The Cover

In the event of any Person Insured whilst engaged in the Activities sustaining bodily injury by Assault during the period of insurance as a result of which death or disablement occurs independently and exclusively of any other cause within 24 months of sustaining such injury **we** will pay to **you** such of the amounts payable under Section 6 as are applicable.

In the event of the disappearance of any Person Insured and where **we** agree after a suitable time has elapsed that it is reasonable to assume that such Person Insured has died as the sole and direct result of sustaining bodily injury by Assault whilst engaged in the Activities **we** will pay the appropriate amount payable in respect of death to **you** subject to a signed undertaking from an authorised person that if the assumption of death is subsequently found to be wrong the amount paid in settlement will be refunded.

**We** will also provide indemnity in respect of **damage** to personal effects consisting of money, articles of clothing, footwear and other **property** worn or carried by the Person Insured when such **damage** is sustained as a result of Assault arising out of or in the course of the Activities during the period of insurance provided always that **we** will not pay more than the sum of £5,000 in respect of **damage** to personal effects of any one Person Insured.

## Section 4 – Special Exclusions

This part does not cover bodily injury or provide indemnity for **damage**:

### 1. Age Limits

in respect of any person who is not within the age limits specified in the schedule

### 2. Excluded Activities

caused by the Person Insured racing other than on foot

### 3. Excluded Causes

caused by the Person Insured being intoxicated or using illegal drugs, committing or attempting suicide or deliberately self-harming, participating in civil commotion or riot or deliberately exposing themselves to unnecessary danger except in an attempt to save human life

### 4 Non-Passenger Air Travel

caused by air travel other than as a passenger in a licensed passenger carrying aircraft

### 5 Terrorism

directly or indirectly arising out of, contributed to by or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

## Section 5 – Special Conditions

### 1. Claims Procedures

In the event of any incident giving or likely to give rise to a claim under this part **you** will as soon as possible and at **your** own expense:

- a) inform **us** in writing
- b) furnish such information as **we** may require and render all assistance as may be requested
- c) supply all necessary certificates including evidence of death or injury with a report from a qualified medical practitioner if required.

In the case of injury **our** medical representative will be allowed to visit and examine the Person Insured at all reasonable times and if such visit or examination is not permitted the insurance will be void in respect of that injury.

### 2. Death Benefit Limitation

The amount payable in respect of death for persons:

- a) under 18 years of age, and
- b) who are still in full-time education

at the date of sustaining bodily injury is limited to £7,500.

### 3. Incident Limit

If the aggregate amount payable under this part in respect of any one incident exceeds the sum of £2,000,000 the amount payable for each Person Insured will be proportionately reduced until the total is equal to the sum of £2,000,000.

### 4. Participation in Certain Activities

It will be a condition precedent to **our** liability that in respect of:

- a) any hazardous activity or any pursuit requiring special skills the Person Insured has achieved a reasonable standard of proficiency in the said activity or pursuit or is under the direct supervision of a person suitably qualified
- b) yachting and canoeing life jackets or buoyancy aids are worn by the Person Insured and for other sailing except in rowing boats life-saving equipment is carried on the vessel.

### 5. Single Person Limit

The amount payable in respect of any one Person Insured will not exceed £500,000.



## Section 6 – Scale of Compensation

Item	Amount Payable	
	The following percentage of the capital sum stated in the schedule	
1. Death, Loss of Limb or Loss of Sight	100%	
2. Permanent total disablement other than as stated in Item 1. from engaging in or giving attention to Usual Occupation	100%	
3. Permanent partial disablement not otherwise provided for above:		
a) total loss of hearing	60%	
b) total loss of hearing in one ear	15%	
c) complete loss of use of hip or knee or ankle	20%	
d) removal of the lower jaw by surgical operation		
e) fractured leg or foot with established non-union	25%	
f) fractured knee cap with established non-union	20%	
g) shortening of a leg by at least 3 centimetres	15%	
h) loss by amputation or complete loss of use of:	Right	Left
i) one thumb	20%	17½%
ii) one index finger	15%	12½%
iii) any other finger	10%	7½%
iv) one big toe	10%	10%
v) any other toe	3%	3%
i) complete loss of use of shoulder or elbow	25%	20%
j) complete loss of use of wrist	20%	15%
4. Permanent facial disfigurement to an extent of not less than 5 square centimetres of scar tissue in the area from the hairline to and including the lower jaw and ears	10%	
5. In respect of loss of or damage to teeth or dentures the cost of dental treatment or repair or replacement of dentures up to a maximum of	2½%	
6. Temporary total or partial disablement from engaging in or giving attention to Usual Occupation for a maximum period of 104 weeks from date of disablement	A weekly sum as stated in the schedule	

## Provisions to the Scale of Compensation

### 1. Applicable to Item 2

If after expiry of 52 weeks of consecutive disablement the Person Insured is still totally disabled from engaging in or giving attention to Usual Occupation but the medical evidence is such that it cannot be said that disablement is permanent and total then payments will be made for as long as total disablement continues for a period not exceeding 10 years. Payments will be at an annual rate of 10% of the benefit provided under Item 2. and will be made by half yearly instalments in arrears. The first payment will be made 18 months after commencement of disablement in respect of the first 18 months of disablement.

### 2. Applicable to Item 3

- a) In the case of other permanent partial disablement not specified in Item 3. the amount payable will be such percentage of the capital sum set out in the schedule as is commensurate with the degree of permanent partial disablement when compared with the degrees of disablement specified in Item 3.
- b) The benefits under h), i) and j) will be reversed in the case of a left-handed person.

### 3. Applicable to Item 6

- a) Unless otherwise agreed by us weekly compensation will not become payable until the total amount due has been ascertained.
- b) Weekly sums whether payable for total or partial disablement will not be payable for more than 104 weeks in respect of the same incident.

### 4. Maximum Amount to any Person Insured

The total amount payable under Items 1. to 5. for all bodily injury sustained in any one period of insurance by any one Person Insured will not exceed the capital sum stated in the schedule.

## Section 7 – Special Extensions

Applicable only where stated in the schedule.

### A. Payment of Benefit

We will pay any compensation under this part to you for the benefit of the Person Insured or in the event of death their personal representatives.

### B. Assault – 24 hour cover

Section 3 is operative in respect of Assault occurring at any time during the period of insurance provided that it is shown to our satisfaction that such Assault arises solely because of the Person Insured's position with you.

### C. Personal Effects

We will provide indemnity in respect of damage to personal effects consisting of money, articles of clothing, footwear and other property worn or carried by the Person Insured while engaged in the Activities even though compensation is not otherwise payable under this part subject to the limit of indemnity any one Person Insured stated in the schedule.

## Section 8 – Persons Insured

Applicable only where stated in the schedule.

- A. **Employees** other than police community support officers
- B. **Constables** other than special constables,
- C. Special constables
- D. Police community support officers
- E. Specialist official search or rescue personnel
- F. Police cadets appointed for **your** police area
- G. **Volunteers** other than Specialist official search or rescue personnel
- H. **Members**
- K. Persons specifically described in the schedule

## Section 9 – Activities Code

Applicable only where stated in the schedule.

- M. Official duties in connection with the business including journeys directly connected therewith.
- N. Direct travel between private residence and place of duty.
- P. Service on behalf of or by appointment by **you** on committees of other authorities or bodies provided no other personal accident insurance applies in respect of such service.
- R. Voluntary assistance to **you** in connection with the **business** other than in respect of duties forming part of the Person Insured's contract of service with **you**.
- S. Assistance provided to **you** in connection with the **business** in an attempt to save human life or an attempt to discover the whereabouts of a missing person including training for such work.
- W. Activities as stated in the schedule.

# Part S – Business Travel

## Section 1 – Special Definitions

### Injury

Bodily injury, illness or disease (including death).

### Journey

Journeys not exceeding 90 days in duration made in connection with the **business** commencing during the period of insurance:

- a) from the time of leaving the normal place of residence or **business** until return to that place
- b) in respect of loss of deposits under section 2 from the time of booking the journey.

### Person Insured

Any **constable**, **employee** or **member** and any member of their families accompanying them.

## Section 2 – Cancellation and Other Expenses

### The Cover

**We** will indemnify **you** and at **your** the request any Person Insured in respect of the following expenses arising as a direct result of the cancellation, delay in commencement, curtailment (proportionately only) or extension of the Journey by any fortuitous event outside **your** control or that of the Person Insured and which are not recoverable from any other source subject to the limit of indemnity stated in the schedule in respect of each Person Insured:

- a) loss of deposits and charges for which **you** or any Person Insured are legally responsible
- b) additional travel and accommodation costs necessarily and reasonably incurred.

Provided always that in the event of cancellation or interruption of public transport services by riot, strike or civil commotion occurring at commencement or during the journey **we** reserve the right to arrange alternative means of transport and route.

Any alternative transport by air must be approved by **us**.

### 2.1 Delayed Departure

In the event of delay in departure from or return to the United Kingdom as the direct result of strike, industrial action, adverse weather conditions or mechanical breakdown of the aircraft or sea vessel in which the Person Insured is booked **we** will pay to the Person Insured in addition to any other claim under this section:

- a) £50 in respect of the first full 12 hours of delay; and
- b) £25 for each subsequent full 12 hours of delay

subject to a maximum of £150 in respect of each Person Insured.

### 2.2 Hijack and Kidnap

In the event of the Person Insured being kidnapped or the conveyance in which the Person Insured is travelling being hijacked during the Journey **we** will pay to **you** £250 for each day that the Person Insured is forcibly or illegally detained up to a maximum of £10,000 per Person Insured.

### 2.3 Travel Documents

If the Person Insured's passport, visa, driving licence, green card, travel tickets or other essential travel documents are lost after the commencement of the Journey **we** will pay in addition to any other claim the reasonable additional costs of travel and accommodation necessarily incurred to allow the Person Insured to replace them.

Provided always that:

- a) the maximum amount payable in respect of any one Person Insured will not exceed £500; and
- b) the loss of a passport will be reported to the consular representative of the issuing country as soon as reasonably possible.

### Exclusions to Section 2

This section does not cover any expenses resulting directly or indirectly from:

#### 1. Acts of Service Providers

act, error, omission or default of any agent, firm or person undertaking to provide transport, accommodation or other services to the Person Insured

#### 2. Government Regulations or Disinclination to Travel

government regulations, service with the armed forces, disinclination to travel or financial circumstances other than redundancy where notice of redundancy is received after the Journey has been arranged

#### 3. Riot, Strike or Civil Commotion

riot, strike or other civil commotion existing or threatened prior to the completion of the arrangements for the Journey.

## Section 3 – Medical and Associated Expenses

### The Cover

If during the Journey the Person Insured sustains accidental Injury **we** will reimburse up to the sum insured stated in the schedule reasonable expenses necessarily incurred as a direct result of such Injury for:

- a) medical, surgical, dental or other remedial treatment and hospital, nursing home and ambulance services incurred outside the **territorial limits**
- b) additional accommodation or travel arrangements for the Person Insured or any 2 relatives or friends travelling to or remaining with the Person Insured
- c) burial or cremation at the place of death other than while within the **territorial limits** including expenses incurred by parents or other near relative for return travel and board and lodging in attending the burial or cremation. Alternatively **we** will pay transportation costs incurred for the conveyance of the deceased to enable burial or cremation within the **territorial limits**
- d) sending a substitute **employee** or other appropriate person where a Person Insured becomes unable to fulfil the original purpose of the Journey including such expenses incurred in the event of curtailment of the Journey by any other fortuitous event outside **your** control or that of that Person Insured

Where any Person Insured is detained in hospital abroad and a valid claim arises under this section **we** will pay the sum of £25 for each full 24 hours the Person Insured is so detained subject to a maximum of £2,500.

### Exclusion to Section 3

This section does not cover:

#### 1. Dental or Optical Expenses

dental or optical expenses required in consequence of accidental injury or illness but this exclusion will not apply to dental expense incurred for the relief of pain.

## Section 4 – Personal Accident

### The Cover

We will pay to the Person Insured or their legal representatives the benefits specified below as compensation if any Person Insured during the Journey sustains bodily injury by violent, accidental, external and visible means which solely and independently of any other cause within 24 months from the date of bodily injury results in:

### Benefits

1. a)	death of a Person Insured aged 16 years and over	capital sum
b)	death of a Person Insured aged under 16 years	£7,500
2.	total loss of use of or total loss by physical severance of one or more hands or feet or total loss of sight in one or both eyes	capital sum
3.	permanent total and absolute disablement (other than in 2 above) from engaging in or giving attention to any profession or occupation	capital sum
4.	temporary total disablement from engaging in or giving attention to any profession or occupation for a period not exceeding 104 weeks from the date of disablement:	
a)	Persons Insured aged 16 years and over	weekly benefit
b)	Persons Insured aged under 16 years	£10 per week
5.	temporary partial disablement to a substantial extent from engaging in or giving attention to any profession or occupation for a period not exceeding 104 weeks from the date of disablement:	
a)	Persons Insured aged 16 years and over	50% of weekly benefit
b)	Persons Insured aged under 16 years	£5 per week

The capital sum and weekly benefit are stated in the schedule.

### Provisions to Section 4

#### 1. Maximum Payment

We will not be liable to pay more than the capital sum in respect of all bodily injury sustained during any one Journey by any one Person Insured.

## 2. Payment of Benefit 3

If after expiry of 52 weeks of consecutive disablement the Person Insured is still totally disabled from engaging in or giving attention to any profession or occupation but the medical evidence is such that it cannot be said that disablement is permanent and total payments will be made for as long as total disablement continues for a period not exceeding 10 years. Payments will be at an annual rate of 10% of the capital sum and will be made by half yearly instalments in arrears. The first payment will be made 18 months after commencement of disablement in respect of the first 18 months of disablement.

## 3. Payment of Benefits 4 and 5

Unless otherwise agreed by us compensation under benefits 4 and 5 above will not become payable until the total amount due has been ascertained.

# Section 5 – Personal Effects and Money

## The Cover

We will indemnify you and at your request any Person Insured in respect of **damage to money** and personal luggage, personal clothing and effects taken, worn or carried on the Journey or such personal baggage, personal clothing and other personal effects sent in advance subject to the following limits of indemnity in respect of each Person Insured:

- a) any one article or pair or set of articles £250
- b) all **money** £400
- c) all **property** insured including under a) and b) above £1,500.

In addition in the event of the baggage of any Person Insured not arriving at the outward destination within 12 hours of the Person Insured's arrival we will reimburse the cost of purchase of essential items of clothing or toiletry up to a maximum sum of £500.

## Exclusions to Section 5

This section does not cover:

### 1. Confiscation or Detention

**damage** occasioned by or in consequence of confiscation or detention by customs or other authorities

### 2. Cracking and Scratching and Breakage of Sports Gear in Use

cracking, scratching or breakage of sports gear while in use or china, glass, earthenware and the like

### 3. Depreciation, Wear and Tear, Process Risks, Atmospheric Conditions or Vermin

**damage** caused by or consisting of depreciation, wear and tear, gradual deterioration or any process of cleaning, repairing or restoring or from atmospheric or climatic conditions, moth or vermin

### 4. Excess

the first £25 of any claim for any Person Insured other than in respect of delayed baggage

### 5. Loss not Reported to Police or Carriers

loss not reported to the:

- a) local police
- b) carriers when loss occurs in transit

within 48 hours of discovery

## **6. Money Shortages and Depreciation**

in respect of **money** any shortages due to error or omission or for losses on exchange or due to depreciation in value of currency

## **7. Theft from Unattended Motor Vehicles**

theft of **property** from an unattended vehicle unless:

- a) the **property** insured is concealed from view in a glove compartment or locked luggage compartment; and
- b) all doors are locked; and
- c) all windows and the roof are closed and fastened; and
- d) all security devices are put in full and effective operation; and
- e) all keys or any other removable ignition device of the vehicle are removed

## **Section 6 – Special Exclusions**

This part does not cover any claim:

### **1. Claims for those over 75**

In respect of any Person Insured aged 75 years or over who has not provided satisfactory medical evidence of fitness to travel to **us** before undertaking the Journey

### **2. Excluded Activities**

caused by the Person Insured engaging in any form of winter sports, rock climbing or mountaineering ordinarily necessitating the use of picks, ropes or guides, pot-holing, caving, parachuting, parascending, paragliding, hang-gliding, bungee jumping, scuba and skin diving, white water rafting, racing except on foot, professional or organised sports or air travel other than as a passenger in a licensed passenger carrying aircraft unless specifically agreed with **us** beforehand

### **3. Excluded Causes**

caused by the Person Insured being intoxicated or using illegal drugs, contracting a sexually transmitted disease, committing or attempting suicide or deliberately self-harming, participating in civil commotion or riot or deliberately exposing themselves to unnecessary danger except in an attempt to save human life

### **4. Foreseeable Costs**

of a nature which could reasonably have been foreseen by **you** or the Person Insured from circumstances known or details available at the time of booking the Journey or before the Journey is commenced

### **5. HIV or AIDS**

in respect of accidental injury, illness or disease (including death), loss or expense attributable to Human Immunodeficiency Syndrome (HIV) or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivative or variations thereof howsoever caused

### **6. Manual Work**

resulting from manual work of any kind engaged in during the Journey



## 7. Pre-existing Conditions and Travelling against Medical Advice

- a) except under section 4 arising out of a medical condition which the Person Insured knew about at the time the Journey was booked or began unless the condition is normally stable, under control and has been without the need for in-patient or emergency medical care in the preceding 12 months
- b) arising out of travel arrangements made or undertaken against the advice of a medical practitioner

## 8. Terrorism

directly or indirectly arising out of, contributed to by or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon

## 9. Travel to Disturbed Areas

resulting from a Journey to countries and specific areas in countries where at the time of booking or departure the Foreign and Commonwealth Office are advising against all travel or all non-essential travel but this exclusion will not apply to loss of deposits and charges covered under section 2 where the Foreign and Commonwealth Office publishes such advice after the time of booking the Journey.

## Section 7 – Special Conditions

### 1. Aggregate Benefits for Sections 3 and 4

In respect of sections 3 and 4 if the aggregate amount of benefit payable in respect of any one incident exceeds the sum of £2,000,000 the benefit payable for each Person Insured will be proportionally reduced until the total is equal to the sum of £2,000,000.

### 2. Claims Procedure

In the case of injury **our** medical representative will be allowed to visit and examine the Person Insured at all reasonable times and if such visit or examination is not permitted the insurance will be void in respect of that injury.

### 3. Notification to us of Potential Travelling Problems

If at the time the arrangements for the Journey are made any Person Insured is aware of any circumstances likely to result in the Journey being delayed, cancelled or curtailed such circumstances must be declared to **us** immediately.

### 4. Participation in Certain Activities

If it has been agreed with **us** that cover will operate in respect of any activity stated in special exclusion 1. it is a condition precedent to **our** liability that the person in charge has reached a reasonable standard of proficiency in the activity in which the Person Insured is participating.

### 5. Person Insured's Responsibilities

The Persons Insured will:

- a) take all reasonable steps to prevent accident, loss, **damage** or expense and to recover **property** lost or stolen; and
- b) give immediate notice in writing to **us** of any event likely to give rise to a claim under this part and supply such further information and proofs in writing as **we** may reasonably require; and
- c) allow **us** at any time to take over and conduct in the name of the Person Insured the defence or settlement of any claim or to prosecute in the name of the Person Insured for **our** own benefit any claim for indemnity or damages or otherwise against any third party.

## **6. Use of Waterborne Craft**

Where canoeing or sailing of any kind including the use of powered vessels is being undertaken it is a condition precedent to **our** liability that:

- a) the person in charge has achieved a reasonable standard of sailing and navigational competence; and
- b) for yachting and canoeing life jackets or buoyancy aids are worn by all the Persons Insured participating and for other sailing except in rowing boats life saving equipment is carried in the vessel.

## **7. Your Obligations**

**You** will furnish such information as **we** may require and render all possible assistance in connection with any claim under this part. **You** will supply such evidence of death or injury and the cause of such death or injury including a report of a qualified medical practitioner as **we** may reasonably require and all certificates, information and evidence required will be furnished at **your** expense.

# Our Complaints Procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

## Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with your usual contact as they will generally be able to provide you with an immediate response to your satisfaction.

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

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within 4 weeks of receipt.

## Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right however sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

## Complaints procedure applying to part M

We will always try to give you a quality service. If you think we have let you down we have internal complaint handling procedures. A copy of these is available on request.

Please address all complaints to our Chief Executive Officer at our Head Office address.

Our Chief Executive Officer will direct the complaint to the head of the relevant department.

## The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within 8 weeks or if you remain dissatisfied following receipt of our final response letter you can ask the FOS to formally review your case. You must contact the FOS within 6 months of our final response.

The FOS contact details are as follows:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

You can telephone on 0845 080 1800 or e-mail [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if **you** are:

- a) a consumer
- b) a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2,000,000
- c) a charity with an annual turnover of less than £1,000,000
- d) a trustee of a trust with a net asset value of less than £1,000,000.

If **you** are unsure whether the FOS will look at **your** complaint please contact them directly for further information.

**You** are entitled to contact the FOS at any stage of **your** complaint.

### Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation should **we** be unable to meet **our** obligations. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or **you** may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect your legal rights.









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**Zurich Management Services Limited**

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