



# InterCounty Insurance

*A trading style of Brian Thornhill & Son (Insurance Brokers)*

Underwritten by



## **BUSINESS INSURANCE POLICY**

Your Policy Terms and Conditions  
March 2011 Edition



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# Your Policy

*The Company in consideration of the payment of the premium shall provide insurance against loss destruction damage or liability occurring at any time during the period of insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of the Policy shown as operative in the Schedule subject to the exclusions provisions and conditions of the Policy*

*The Policy and the Schedule should be read together as one contract and the Proposal Form/Statement of Fact made by the Insured is the basis of the contract*

## **Important**

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We recommend You read this Policy together with Your Schedule to ensure that it meets with Your requirements Should You have any queries please contact Us or Your Insurance Adviser

Your attention is drawn to the Complaints procedure (Making Yourself Heard) on Page 62

## **The law applicable to this policy**

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You are free to choose the law applicable to this Policy Your Policy will be governed by the law of England and Wales unless You and We have agreed otherwise

## **Security of premises**

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This insurance has been granted subject to Minimum Standards of Security (See Policy Condition 3) or following a survey of Your Property. It is important that You should not alter door or window fastenings or other security devices (except as allowed specifically in a Further Protection Clause attached to this Policy) without the written consent of the Company In Your interest it is important that You give early notification of any proposed changes so that if it is necessary a further survey may be undertaken

## **Important Claims Helplines**

During office hours (9 a.m. - 5.30 p.m. Monday - Friday)

**Telephone 0800 881 8841**

Out of office hours our 24 hour emergency claims helpline will provide you with help when you need it most.

**Telephone or Text 07909 652502**

Note! The above lines should only be used to report any **claims** - and any amendments should be directed to your insurance agent.

In order to maintain a quality service telephone calls may be monitored or recorded.

# Definitions

*Where the following words and phrases appear in the Policy they will always have these meanings*

## 1 General

### **Millburn Insurance, Company, Our, Us, We**

Millburn Insurance UK plc

### **Policy**

The Policy and Schedule and any endorsements attached or issued

### **Proposal**

The signed Proposal or Statement of Fact if applicable and any additional information supplied to the Company by or on behalf of the Insured

### **Business**

The business stated in the Schedule and

- a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b) private work undertaken with the prior consent of the Insured by Employees for any director or senior official of the Insured

### **Employee**

- a) any person under a contract of service or apprenticeship with the Insured
- b) any person who is hired to or borrowed by the Insured
- c) any person engaged in connection with a work experience or training scheme
- d) any labour master or person supplied by him
- e) any person engaged by labour only sub-contractors
- f) any self-employed person working on a labour only basis under the control or supervision of the Insured

- g) any voluntary helper while working for the Insured in connection with the Business

### **Money**

Cash bank and currency notes cheques postal orders money orders crossed bankers drafts current postage stamps savings stamps and certificates National Insurance stamps trading stamps gift tokens customer redemption vouchers credit card company sales vouchers credit card counterfoils travellers tickets Phonecards (excluding Phonecards held in stock for resale) VAT purchase receipts contents of franking machines gaming machines tokens lottery scratch cards and insofar as they are not otherwise insured holiday-with-pay stamps and luncheon vouchers

### **Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

### **Insured, You, Your**

The person(s) or company named in the Schedule

### **Building, Property**

The Building shown in the Schedule including private dwelling rooms and its outbuildings on the same premises the structure of the Building being brick stone or concrete built and roofed with slate tile concrete metal asbestos or any other non combustible material (unless otherwise stated in the Schedule)

**Territorial Limits**

- a) anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore
- b) elsewhere in the world other than Offshore in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in (a) above
- c) elsewhere in the world in respect of anything sold or supplied by the Insured
- d)

**3 Applicable only to Sections 1, 2, 3, 4(a), 4(b), 6 and 7**

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**Virus or Similar Mechanism**

Virus or Similar Mechanism shall mean 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

This Definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

**Hacking**

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

**4 Applicable only to Section 7**

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**Denial of Service Attack**

Denial of Service Attack means 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 Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

# Section 1 - The Buildings of the Business

## Property Insured

The Building of the business including landlord's fixtures and fittings therein and thereon walls gates and fences yards car parks and pavements piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the Insured's responsibility

## A Insured Perils

The Company shall indemnify the Insured against loss of or damage to the Property Insured caused by the undernoted perils

- 1 Fire (including subterranean fire) explosion lightning or earthquake
- 2 Storm or flood excluding
  - a) loss or damage caused by frost subsidence ground heave or landslip
  - b) loss or damage attributable solely to change in water table level
  - c) loss or damage to moveable property in the open fences and gates
  - d) the first £250 of each and every loss as ascertained after the application of any Condition of Average
- 3 Escape of water from any tank apparatus or pipe including damage to any fixed tank apparatus or pipe caused by freezing or forcible and violent bursting excluding
  - a) loss or damage in respect of any building which is empty or not in use
  - b) the first £250 of each and every loss as ascertained after the application of any Condition of Average
  - c) loss or damage caused by wet or dry rot rust corrosion or other wear and tear
- 4 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding
  - a) loss or damage arising from cessation of work
  - b) as regards loss or damage (other than fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
- 5 Impact with the Building by aircraft or other aerial devices or articles dropped therefrom or by any vehicle train animal falling branch aerial or mast or satellite dish
- 6 Leakage of oil from any fixed heating installation
- 7 Theft or any attempt thereat involving entry to or exit from the Building by forcible and violent means excluding
  - a) the first £250 of each and every loss as ascertained after the application of any Condition of Average
  - b) loss or damage in respect of any building which is empty or not in use
- 8 Any other accidental loss or damage excluding
  - a) the first £250 of each and every loss as ascertained after the application of any Condition of Average
  - b) loss or damage caused by or resulting from
    - i) wear tear the action of light or atmosphere moths vermin insects
    - ii) any process of cleaning dyeing restoring adjusting or repairing
    - iii) corrosion dampness dryness wet or dry rot marring scratching
    - iv) loss or damage from wind hail sleet snow flood or dust to boundary walls gates fences
  - c) loss or damage specifically excluded
    - i) in Insured Perils 1-7

- ii) in Insured Peril 9 if in force
- iii) in the General Exceptions
- d) loss or damage by subsidence ground heave or landslip
- e) normal settlement or bedding down of new structures
- f) loss or damage to a building or structure caused by its own collapse or cracking
- g) loss or damage by theft or any attempt thereat

**Excluding**

- a) Loss destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the Property Insured caused by
  - i) pollution or contamination which itself results from an Insured Peril
  - ii) an Insured Peril which itself results from pollution or contamination
- b) Loss or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking

But this shall not exclude loss or damage which results from the acts of malicious persons which involve physical force or violence including the acts of thieves

**B Damage to cables and underground pipes**

The Company will pay the cost of repairing accidental damage for which the Insured is responsible to cables and underground pipes and drains (and their inspection covers) on the premises of the business or connecting them to the public mains provided such damage is not caused by rust corrosion or other wear and tear

**C Condition of Average**

(Only applicable where claims are not paid under the terms of the Reinstatement Clause)

If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

**D Inflation Protection Clause**

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

**E Trace and Access**

The Company will pay the reasonable costs incurred by the Insured in locating the source and subsequent making good loss or damage resulting from

- i) the escape of water from any tank apparatus or pipe
- ii) accidental damage to cables underground pipes drains serving the business

The liability of the Company in respect of any one business shall not exceed £25,000 any one Period of Insurance

**F Limit of Liability**

Subject to the provisions of Clause G Automatic Reinstatement of Sum Insured on page 21 the maximum amount payable during any one Period of Insurance under this Section including any payment made under the Special Clauses is the Sum Insured shown in the Schedule for the Building Section adjusted in accordance with the Inflation Protection Clause or the Day One Average Clause if applicable

## Section 2 - The Contents of the Business

### Property Insured

#### Item 1

Trade Contents for which the Insured is responsible including landlord's fixtures and fittings interior decorations excluding Stock in Trade and property more specifically insured by any other item detailed in the Schedule

#### Item 2

Stock in Trade and goods in trust for which the Insured is responsible excluding

- a) wines and spirits
- b) tobacco cigarettes and cigars

provided they are not insured by items 3 and 4

but excluding any other Stock in Trade more specifically insured by any other item detailed in the Schedule

**Item 3** - As detailed in the Schedule

**Item 4** - As detailed in the Schedule pertaining to the Business and contained in the Building

Excluding

- a) any property otherwise insured
- b) deeds bonds bills of exchange promissory notes Money documents of title to property

### A Insured Perils

The Company shall indemnify the Insured against loss of or damage to the Property Insured caused by the undernoted perils

- 1 Fire (including subterranean fire) explosion lightning or earthquake
- 2 Storm or flood excluding
  - a) loss or damage caused by frost subsidence ground heave or landslip
  - b) loss or damage attributable solely to change in water table level
  - c) loss or damage to Stock in Trade in any cellar or basement unless placed on racks at least 150mm above floor level
  - d) loss or damage to moveable property in the open
  - e) the first £250 of each and every loss as ascertained after the application of any Condition of Average
- 3 Escape of water from any tank apparatus or pipe excluding
  - a) loss or damage to contents of any building which is empty or not in use
  - b) loss or damage to Stock in Trade in any cellar or basement unless placed on racks at least 150mm above floor level
  - c) the first £250 of each and every loss ascertained after the application of any Condition of Average
- 4 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding
  - a) loss or damage arising from cessation of work

- b) as regards loss or damage (other than fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - i) loss or damage by theft
  - ii) loss or damage in respect of the contents of any building which is empty or not in use
  - iii) the first £250 of each and every loss as ascertained after the application of any Condition of Average
- 5** Impact with the Building by aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling branch aerial or mast or satellite dish
- 6** Theft or any attempt thereat (including damage to the Building for which the Insured is responsible) involving entry to or exit from the Building by forcible and violent means excluding
  - a) loss or damage in respect of the contents of any building which is empty or not in use
  - b) the first £250 of each and every loss as ascertained after the application of any Condition of Average
- 7** Theft by violence or threat of violence to the Insured his family or Employees excluding the first £250 of each and every loss as ascertained after the application of any Condition of Average
- 8** Leakage of oil from any fixed heating installation
- 9** Any other accidental loss or damage occurring in the Building excluding
  - a) the first £250 of each and every loss as ascertained after the application of any Condition of Average
  - b) loss or damage caused by or resulting from
    - i) wear tear the action of light or atmosphere moths vermin insects
    - ii) any process of cleaning dyeing restoring adjusting or repairing
    - iii) corrosion dampness dryness wet or dry rot marring scratching bruising deterioration
- c) damage to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair
- d) loss or damage specifically excluded
  - i) in Insured Perils 1–8
  - ii) in Insured Peril 10 if in force
  - iii) in the General Exceptions
- e) normal maintenance or repair
- f) erasure or distortion of information on computer systems or other records
- g) loss or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking
- h) any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
- i) loss or damage by confiscation or detention by Customs or other officials or authorities

- j) loss or damage following dishonesty or fraudulent action by the Insured's Employees or any person lawfully in the Building
- k) any shortage due to error or omission
- l) loss or damage by theft or any attempt thereat
- m) loss or damage by subsidence ground heave or landslip

**Excluding**

loss destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the Property Insured caused by

- a) pollution or contamination which itself results from an Insured Peril
- b) an Insured Peril which itself results from pollution or contamination

**B Condition of Average**

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(Only applicable where claims not paid under the terms of the Reinstatement Clause)

If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

**C Inflation Protection Clause**

---

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

**D Limit of Liability**

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Subject to the provisions of Clause G Automatic Reinstatement of Sum Insured on page 21 the maximum amount payable during any Period of Insurance under any item including any payment made under the Special Clauses is the Sum Insured shown in the Schedule for the Contents Section adjusted in accordance with the Inflation Protection Clause

**E Extensions to Cover**

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In addition the Insured will be indemnified against

**1 Glass Breakage and Damage**

Paying for or making good the breakage or scratching of Glass (as defined below and not otherwise insured) in the Building and the Insured's private dwelling portion of the Building and in addition the cost of –

- a) temporary boarding-up following breakage
- b) repair of damage to window frames as a result of such breakage or the cost of removal or replacement of fixtures and fittings in the course of replacement of Glass up to a maximum amount of £500 in any one Period of Insurance
- c) repair of damage to the shop front for which the Insured is responsible (excluding Glass and damage to illuminated signs) caused by accidental external means or malicious act and the cost of damage to Stock and other trade contents (as defined in this Section) caused directly as a result of insured damage to the shop front or breakage of Glass therein up to the Sum Insured
- d) lettering or other ornamental work and alarm foil on Glass up to a maximum amount of £500 for any one loss

Definition of Glass

- i) fixed glass in windows doors and fanlights
- ii) glass showcases shelves tops and mirrors
- iii) sanitary fixtures and fittings

Excluding

- a) the first £250 of each claim
- b) Stock in Trade and goods in trust

**2 Signs**

Accidental loss of or damage to signs (other than neon signs) up to a maximum amount of £1,000 in any one Period of Insurance

**3 Goods in Transit**

Loss of or damage to merchandise and goods and tools incidental to the Insured's Business the property of the Insured or held in trust and for which the Insured is responsible while being carried by any vehicle(s) owned hired or leased by the Insured anywhere in or between the United Kingdom Channel Islands Isle of Man and Republic of Ireland The cover applies from the time the merchandise and goods are lifted by the Insured's Employees until they are placed in position by them at their destination (excluding their installation) including loading and unloading

Provided that the liability of the Company in respect of any one vehicle trailer or semi-trailer or any one loss or series of losses arising out of one event or in the aggregate shall not exceed £5,000

This Extension does not cover

- a) the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or to theft or attempted theft
- b) loss or damage due to natural deterioration
- c) any consequential or indirect loss or loss or damage due to delay
- d) loss of or damage to bills of exchange promissory notes Money securities for Money stamps precious stones jewellery bullion or loss or death of or injury to living creatures

Special Conditions which will apply to this Extension

i) **Unattended Vehicles**

The Company will not be liable under this Extension for loss by theft or damage from unattended vehicles

ii) **Locked Car Clause**

This Extension does not cover loss or damage by theft or pilferage or any attempt thereat involving any vehicle trailer or semi-trailer which is left unattended or which is laid up temporarily stored in any garage or similar premises unless such vehicle or trailer or semi-trailer has all points of access securely locked

**4 Theft of Keys**

In the event of the keys of the business being stolen from the Building or from the private residence of any director partner or Employee authorised to hold such keys the Company will pay to the Insured an amount not exceeding £500 in any one Period of Insurance for the replacement of equivalent locks at the business Unless the Insured or an Employee lives on the premises keys to any safe or strongroom must not be left at the Building when closed for Business

**5 Loss of Money**

Loss from any cause of Money held in connection with the Business

- a) while in transit within Great Britain Northern Ireland the Channel Islands or the Isle of Man or in a bank safe up to a maximum amount of £3,000 for any one loss
- b) while at the residence of any principal or authorised Employee of the Insured up to a maximum amount of £250 for any one loss

- c) from gaming amusement or vending machines up to a maximum amount of £250 any one event
- d) from the business up to a maximum amount of £3,000 for any one loss

Provided always that when the Business is closed to business

- i) liability for Money not contained in a locked safe is limited to £250
- ii) liability for Money in a locked safe is limited to £1,250
- iii) keys and/or combination codes to safes are not left in the Building unless the Building is still attended by the Insured or an authorised Employee in which case such keys and/or combination codes shall be deposited in a secure place not in the vicinity of any safe

It is a condition precedent to liability under this Extension that whenever Money in transit exceeds £2,500 at any one time

- a) the Money will be accompanied by not less than two responsible adult persons
- b) not more than £2,500 will be carried by any one person

Notwithstanding the limits referred to above the limit any one loss of crossed cheques crossed postal orders crossed money orders crossed bankers drafts National Savings Certificates credit company sales vouchers or receipts National Insurance stamps affixed to cards and VAT purchase receipts shall be £250,000

Exclusions

This Extension shall not insure against loss –

- a) arising from fraud or dishonesty of the Insured's Employees unless such loss be discovered within fourteen clear working days of the occurrence
- b) due to clerical or accounting errors

- c) from unattended motor vehicles
- d) of Money the property of the Post Office

## 7 Freezer Contents

Loss or damage to frozen or chilled stock in any freezer cabinet deep freezer cold room cold store or chilled cabinet due to change in temperature resulting from any cause other than loss or damage

- i) following the deliberate act of any public electricity authority in termination disconnection restriction or withholding the supply of electricity
- ii) caused by neglect or misuse

Provided that

- a) the maximum amount payable shall not exceed £5,000 in any one loss
- b) the Insured shall be responsible for 20% of any loss where the frozen food cabinet or chilled cabinet is over 10 years old

## 8 Cash Registers and Scales

Accidental damage – other than mechanical or electrical breakdown or derangement – to Cash Registers and Scales provided that such property has been included in the Sum Insured under Item 1

## 9 Seasonal Increase

During the months of November and December the first 14 days of January and for 30 days before Easter Day in each Period of Insurance the Sum Insured on Stock in Trade is increased by 25%

## 12 Lottery Equipment

Loss of or damage to Lottery Equipment the property of Camelot for which the Insured is responsible provided such property has been included in the Sum Insured by Item 1

### **13 Loss of Metered Water**

The unit cost of metered water at the current rate per cubic metre consumed as a direct result of loss or damage up to an amount of £2,000 in respect of any one claim

### **14 Landscaped Gardens**

The cost of restoring any damage done to landscaped gardens for which the Insured is responsible by the Emergency Services in attending the Business as a result of any of the Insured Perils 1–9 up to a maximum of £1,000 in any one Period of Insurance

## Clauses Applicable to Sections 1 and 2

The Company shall indemnify the Insured in respect of the undernoted expenses necessarily incurred in reinstating damage to the Property Insured caused by any Insured Peril under Sections 1 and 2

### A European Community and Public Authorities (including Undamaged Property)

Subject to the following Special Conditions the insurance by the Section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-laws or any Public Authority (hereafter referred to as 'the Stipulations') in respect of
  - i) the lost destroyed or damaged Property thereby Insured
  - ii) undamaged portions thereof

Excluding

- a) the cost incurred in complying with the Stipulations:
  - i) in respect of damage occurring prior to the granting of this Clause
  - ii) in respect of damage not insured by the Section
  - iii) under which notice has been served upon the Insured prior to the happening of the damage
  - iv) for which there is an existing requirement which has to be implemented within a given period
  - v) in respect of property entirely undamaged by any Insured Peril
- b) the additional cost that would have been required to make good the

property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen

- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations

Special Conditions

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Company under this Clause not being thereby increased
- 2 If the liability of the Company under the Section apart from this Clause shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under the Section shall be reduced in like proportion
- 3 The total amount recoverable under any item of the Section in respect of this Clause shall not exceed
  - a) in respect of the lost destroyed or damaged property
    - i) 15% of its Sum Insured
    - ii) where the Sum Insured by the item applies to property at more than one premises 15% of the total amount for which the Company would have been liable had the Property Insured 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 the Company would have been liable had the Property Insured by the item at the premises where the damage has occurred been wholly destroyed
- 4 The total amount recoverable under any item of the Policy shall not exceed its Sum Insured
- 5 All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

## **B Reinstatement Clause**

In the event of the Property Insured under Section 1 (Buildings) and Item 1 of Section 2 (Contents) being destroyed or damaged the basis upon which the amount payable hereunder is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose 'reinstatement' means

- a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Company is not increased may be carried out
  - i) in any manner suitable to the requirements of the Insured
  - ii) upon another site
- b) the repair or restoration of property damaged

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

## **Special Conditions**

- 1 The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 2 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Clause exceeds its Sum Insured at the commencement of any destruction or damage the liability of the Company shall not exceed that proportion of the amount of the destruction or damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 3 No payment beyond the amount which would have been payable in the absence of this Clause shall be made
  - a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement shall have been actually incurred
  - c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
- 4 All the terms and conditions of the Policy shall apply
  - a) in respect of any claim payable under the provisions of this Clause except insofar as they are varied hereby
  - b) where claims are payable as if this Clause had not been incorporated

### **C Architects Surveyors Legal and Consulting Engineers Fees**

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Such fees as are necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its destruction or damage but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total its Sum Insured

### **D Removal of Debris**

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Costs and expenses necessarily incurred by the Insured with the consent of the Company in –

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

of the portion or portions of the Property Insured as a result of destruction or damage hereby insured against

The Company shall not pay for any costs or expenses

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to the site
- ii) arising from pollution or contamination of property not insured by Sections 1 and 2

The liability of the Company under this Clause and Sections 1 and 2 in respect of any item shall in no case exceed the Sum Insured thereby

### **E Temporary Removal Clause**

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- a) The Property Insured (other than Stock in Trade) is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain and Northern Ireland
- b) The liability of the Company under this Clause in respect of each item of the Section for any destruction or damage occurring elsewhere than at the Business shall not exceed 10% of the Sum Insured by the item
- c) This Clause does not apply to property insofar as it is otherwise insured nor as regards losses occurring elsewhere than at the Building from which the property is temporarily removed to motor vehicles and motor chassis licensed for normal road use
- d) All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

## **F Capital Additions**

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The insurance shall subject to the terms and conditions of the Policy extend to cover

- a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) and Trade Contents insofar as the same are not otherwise insured

and

- b) alterations additions and improvements to buildings and Trade Contents but not in respect of any appreciation in value

anywhere in the United Kingdom provided that

- i) at any one situation this cover shall not exceed 10% of the Sum Insured or £50,000 whichever is the greater
- ii) the Insured undertakes to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Company's liability
- iii) the provisions of this Clause shall be fully maintained notwithstanding any specific insurance effected under ii) above

## **G Automatic Reinstatement of Sum Insured**

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In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the Insured shall

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for the further security of the Property Insured

## **H Notice of Unoccupancy**

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The Company must be notified in writing immediately any Building becomes unoccupied and a suitable extra premium paid if required

## **I Amount Excluded Aggregation Clause**

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Where a claim is to be dealt with under both Sections 1 and 2 and under the terms of the Policy the Insured is responsible for the first £250 of loss or damage under each Section The Company agrees that the Insured will only be responsible for the first £250 of the claim in aggregate under Sections 1 and 2

## Section 3 - All Risks on Specified Items

### A Indemnity

The Company shall indemnify the Insured or any member of his family permanently residing in the Building against loss of or damage to their property specified in the Schedule by any accident or misfortune occurring anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man and for up to fourteen consecutive days elsewhere in the world

Excluding

- a) the first £250 of each claim
- b) loss or damage by theft or any attempt thereat not involving entry to or exit from the Building by forcible and violent means
- c) any property otherwise insured
- d) loss or damage arising from wear and tear or from any process of cleaning dyeing restoring adjusting or repairing
- e) loss or damage arising from or attributable to the action of light or atmosphere moths parasites vermin corrosion dampness marring scratching bruising or deterioration
- f) loss or damage (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment maintenance or repair
- g) erasure or distortion of information on computer systems or their records
- h) loss or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking
- i) loss by official confiscation or detention
- j) loss of or damage to Money documents securities motor vehicles caravans boats cycles household goods sports equipment contact or corneal lenses
- k) loss or damage by theft from an unattended motor vehicle unless such motor vehicle has been securely locked at all points of access

## **B Reinstatement**

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Claims will be settled on the basis of the cost of repair or current replacement value without deduction for wear and tear provided that all the necessary repairs or replacements are carried out without delay

## **C Condition of Average**

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If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

## **D Inflation Protection Clause**

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The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

## **E Automatic Reinstatement of Sum Insured**

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In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the Insured shall

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for further security of the Property Insured

## **F Limit of Liability**

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Subject to the provisions of E Automatic Reinstatement of Sum Insured the maximum amount payable during any Period of Insurance under any item is the Sum Insured shown on Specified Items in the Schedule for the All Risks on Specified Items Section adjusted in accordance with the Inflation Protection Clause

## Section 4(a) - Business Interruption

### A Indemnity

In the event of loss as a result of interruption of or interference with the Business following loss or destruction or damage to the Building as a result of

- a) an Insured Peril under Section 2
- b) glass breakage or damage to shop front

loss destruction or damage so caused being termed Damage for which payment shall have been made or liability admitted by an Insurer under any insurance covering the interest of the Insured in the property at the Building against such loss destruction or damage

provided that such Damage would not have been excluded by Section 1 (Buildings) or Section 2 (Contents) of this Policy

the Company shall indemnify the Insured against loss of profit in accordance with the following provisions

- a) By paying for the Indemnity Period an amount representing the difference between the sales less relative purchases during the Indemnity Period as compared to the difference between the sales less relative purchases during the equivalent period immediately before the Damage
- b) By paying any reasonable additional expenses incurred in maintaining sales during the Indemnity Period but not more than the loss avoided under a)

less any amount saved during the Indemnity Period in respect of reduced expenses due to the Damage

In adjusting the amount paid all variations or special circumstances affecting the Business shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the Damage had not occurred

If the Damage occurs in the first trading year the payment under a) shall be based on the trading figures immediately prior to the loss

The Indemnity provided under this Section shall be void if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued without the consent of the Company

No claim shall be payable under this Section unless the Insured

- i) shall take all action which may be reasonably practicable to minimise or check any interruption of or interference with the Business to avoid or diminish the loss
- ii) not later than 30 days after the expiry of the Indemnity Period (or within such further time as the Company may in writing allow) at his own expense deliver to the Company in writing a statement setting forth particulars of his claim

### Exclusion

This Section does not insure

- a) Damage arising from deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software
- b) Damage directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

### Definitions

(Note For the purpose of any definition any adjustment implemented in current cost accounting shall be disregarded)

### Indemnity Period

The period beginning with the happening of the Damage and ending not later than the number of months shown in the Schedule during which the results of the Business are affected as a result of the Damage

## **B Professional Accountants Charges**

The Company shall indemnify the Insured in respect of reasonable charges payable by the Insured to his professional accountants for producing any particulars or details contained in the Insured's business books or such other proofs information or evidence as the Company may require under the terms of General Condition 5 and reporting that such particulars or details are in accordance with the Insured's business books or documents

## **C Alternative Trading Clause**

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Building for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the reduction of sales during the Indemnity Period

## **D Value Added Tax**

To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

## **E Automatic Reinstatement of Sum Insured**

In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the Insured shall

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for the further security of the Property Insured

## **F Extensions of Cover**

### **1 Murder Suicide or Disease**

The Company shall indemnify the Insured in respect of Damage as defined in this Section resulting from interruption of or interference with the Business during the Indemnity Period following

- a) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the local authority has stipulated shall be notified to them manifested by any person whilst in the Building or within a 25 mile radius of it
- b) murder or suicide in the Building
- c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the Building
- d) vermin or pests in the Building
- e) the closing of the whole or part of the Building by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the Building

The insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three months thereafter during which the results of the Business shall be affected in consequence of the Damage

### **2 Denial of Access**

This Section extends to include loss resulting from Damage as defined in this Section to property in the vicinity of the Building which shall prevent or hinder the use of the Building or access thereto whether the Building or property of the Insured therein shall be damaged or not (but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured

obtain electricity gas or water or telecommunications services which prevents or hinders the supply of such services)

**3 Failure of Public Supply**

This Section extends to include interruption of or interference with the Business caused by Damage as defined in this Section giving rise to destruction or damage to property at any

- a) generating station or sub station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works and pumping stations of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking

from which the Insured obtains electricity gas water or telecommunications services within Great Britain Northern Ireland the Channel Islands or the Isle of Man

**G Condition of Average**

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If the Sum Insured under this Section is less than the difference between sales and purchases in the twelve months (or a proportionately increased multiple thereof when the Indemnity Period exceeds twelve months) before the Damage then the amount payable shall be proportionately reduced

**H Limit of Liability**

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Subject to the provisions of E Automatic Reinstatement of Sum Insured the maximum amount payable during any Period of Insurance is the Sum Insured shown in the Schedule for the Business Interruption Section plus Professional Accountants Charges

## Section 4(b) - Loss of Accounts Receivable

### A Indemnity

In the event of any of the Insured's books of account or other business books or records at the Business or elsewhere within Great Britain Northern Ireland or the Isle of Man being so destroyed or damaged by

- a) an Insured Peril under Section 2
- b) glass breakage or damage to shop front

as to render it impossible for the Insured to obtain from Customers all the sums due to them and outstanding at the date of the destruction or damage

loss destruction or damage so caused being termed Damage for which payment shall have been made or liability admitted by an Insurer under any insurance covering the interest of the Insured in the property at the Building against such loss destruction or damage

provided that such Damage would not have been excluded by Section 1 (Buildings) or Section 2 (Contents) of this Policy

the Company shall indemnify the Insured in respect of loss of Accounts Receivable in accordance with the following provisions

- a) By paying the difference solely due to the Damage between the amount of the Accounts Receivable at the date of the Damage and the total amount received in payment of them during the twelve months after the Damage
- b) By paying any reasonable expenditure incurred in avoiding or diminishing the loss or Accounts Receivable but not more than the loss avoided under a)

The Indemnity provided under this Section shall be void if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued without the consent of the Company

No claim shall be payable under this Section unless the Insured shall

- i) take all action which may be reasonably practicable to minimise or check any interruption or interference with the Business or to avoid or diminish the loss
- ii) at his own expense deliver to the Company in writing a statement setting forth particulars of his claim

### Exclusions

This Section does not insure Damage arising from

- a) mislaying or misfiling of records and tapes
- b) the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- c) deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software
- d) Damage directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

### Definitions

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

### Accounts Receivable

The total amount of the balances debited to Customers in the Insured's accounts after equitable allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Customers' accounts in the period between the commencement of the Period of Insurance and the date of the Damage

**Customers**

All Customers of the Insured who obtain goods from or use the services of the Insured on a credit basis

**B Professional Accountants Charges**

---

The Company shall indemnify the Insured in respect of reasonable charges payable by the Insured to his professional accountants for producing any particulars or details contained in the Insured's business books or such other proofs information or evidence as the Company may require under the terms of General Condition 5 and reporting that such particulars or details are in accordance with the Insured's business books or documents

**C Condition of Average**

---

If the Sum Insured under this Section at the time of Damage is less than the total amount of the Accounts Receivable the amount payable shall be proportionately reduced

**D Automatic Reinstatement of Sum Insured**

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In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the Insured shall

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for the further security of the Property Insured

**E Limit of Liability**

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Subject to the provisions of D Automatic Reinstatement of Sum Insured the maximum amount payable during any Period of Insurance is the Sum Insured shown in the Schedule for the Accounts Receivable Section plus Professional Accountants Charges

## Section 5 - Loss of Licence

### A Indemnity

In the event of the licence for the sale of excisable liquors which has been granted in respect of the Business being forfeited suspended or withdrawn the Company will pay the Insured

- 1 The loss of profit in accordance with the following provisions
  - a) By paying for the Indemnity Period an amount representing the difference between the sales less relative purchases during the Indemnity Period as compared to the difference between sales less relative purchases during the equivalent period immediately before the forfeiture suspension or withdrawal of the licence
  - b) By paying any reasonable additional expenses incurred in maintaining sales during the Indemnity Period but not more than the loss avoided under a)

less any amount saved during the Indemnity Period in respect of reduced expenses due to the event

In adjusting the amount paid all variations or special circumstances affecting the Business shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if forfeiture suspension or withdrawal of the licence had not occurred

If the event occurs in the first trading year the payment under a) shall be based on the trading figures immediately before the forfeiture suspension or withdrawal of the licence

- 2 The reduction in value of the Business if the Insured is unable to obtain a licence for a period of twelve months from the date of forfeiture suspension or withdrawal of the licence and the Insured sells the Business
- 3 All costs and expenses incurred by the Insured with the written consent of the Company

### Exclusions

No claim shall arise under this Section if –

- a) the Insured is entitled to obtain payment of compensation under any legislation or Bye-law in respect of refusal to renew the licence
- b) alterations to the Business requiring the consent of the licensing or other authority shall be made without that consent
- c) the Business is closed for any period not required by law
- d) the Business is not maintained in a good state of sanitary condition or repair
- e) any direction or requirement of the licensing or other authority is not complied with
- f) the forfeiture or refusal to renew the licence occurs wholly or partly by or through the misconduct procurement connivance neglect or omission of the Insured or by any omission by the Insured to take any step necessary to keep the licence in force
- g) prior or subsequent to the refusal to renew or forfeiture of the licence the Business is required for any public purpose or if surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town or country planning improvement or redevelopment or surrender reduction or redistribution of licences in connection with post-war reconstruction or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences

Exclusions b) to f) inclusive shall not apply where the Insured or any other claimant under this Section proves to the reasonable satisfaction of the Company that the matter was completely beyond their power or control

### **Definition**

#### **Indemnity Period**

The period beginning with the loss of licence and ending not later than twelve months thereafter during which the results of the Business shall be affected in consequence of the loss of licence provided that if the Business is disposed of within the twelve months after the loss of licence the Indemnity Period shall terminate either

- i) upon disposal or
  - ii) 12 months from the loss of licence
- whichever is the earlier

#### **B Professional Accountants Charges**

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The Company will indemnify the Insured in respect of reasonable charges payable by the Insured to his professional accountants for producing any particulars or details contained in the Insured's business books or such other proofs information or evidence as the Company may require under the terms of General Condition 5 and reporting that such particulars or details are in accordance with the Insured's business books or documents

#### **C Alternative Trading Clause**

---

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Building for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the reduction in sales during the Indemnity Period

#### **D Value Added Tax**

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To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

### **E Special Conditions**

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- 1 The Insured shall on becoming aware of any
  - a) complaint against the Business or its control
  - b) proceedings against or conviction of the licence holder manager tenant or occupier of the Building for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty moral standing or sobriety
  - c) change in the tenancy or management of the Building
  - d) transfer or proposed transfer of the licence
  - e) alteration in the purpose for which the Building is used
  - f) objection to renewal or other circumstances which may endanger the licence or its renewal

immediately give notice in writing to the Company and supply such additional information and give such assistance as the Company may reasonably require

- 2 In the event of the death bankruptcy or incapacity of the Insured or desertion of the Business or Building or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his honesty moral standing or sobriety) of the tenant manager occupier or licence holder the Insured shall where practicable and at the request of the Company procure a suitable person to replace him and one to whom the justices will transfer the licence or grant the licence by way of renewal

- 3 In the event of the licence being forfeited or refused renewal the Insured shall
- a) give notice in writing to the Company within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal
  - b) give all such assistance as the Company may require for the purpose of an appeal against such forfeiture or refusal to renew and allow the Company and its solicitors full discretion in the conduct of such proceedings
  - c) apply if practicable and if required by the Company for the grant of such new licence for the same or alternative premises as may enable the Insured to continue the Business in a similar or alternative form
  - d) provide a statement of the Insured's loss if any together with such documents statements and accounts as may be reasonably required by the Company to verify the same and also if required by the Company make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give the Company free access to the Building and the books and accounts thereof as may be necessary for ascertaining the value of the property and the goodwill of the Business

### **F Limit of Liability**

---

The maximum amount payable during any Period of Insurance is the Sum Insured shown in the Schedule for the Loss of Licence Section plus Professional Accountants Charges

## Section 6 - Computer Breakdown (optional cover)

### Property Insured

#### Item 1 Computer Equipment

Computer and auxiliary equipment used for electronic processing communication and storage of data including

- a) fixed disks interconnecting wiring and telecommunications systems
- b) temperature and environmental control equipment power supply voltage regulating and other protective equipment used exclusively in connection with the Computer Equipment

#### Item 2 Computer Records

All current and back up computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored thereon the property of the Insured or leased hired or rented to the Insured on the premises or anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man

### A Insured Perils

The Company shall indemnify the Insured against loss or damage to Property Insured caused by the undernoted perils

- 1 breakdown or failure of any part of the Computer Equipment or Computer Records whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions
- 2 failure or fluctuation of the supply of electricity to the Computer Equipment
- 3 erasure destruction corruption or distortion of software contained or data stored on fixed disks or Computer Records

#### Excluding

- 1 loss destruction or damage to the Property Insured

- a) occasioned by its own breakdown unless there is in force an Approved Maintenance Agreement providing a minimum service of on call remedial and/or corrective maintenance at inclusive costs
- b) for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- c) for which the Insured is relieved of responsibility under any rental hire or lease agreement
- d) caused by any of the Insured Perils stated in Section 2 Contents of the Building whether insured or not
- e) caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions but this Exclusion shall not apply to subsequent loss destruction or damage which itself results from a cause not otherwise excluded
- f) caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunications services unless for the sole purpose of safeguarding life
- g) caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees
- h) caused by the use of telecommunications equipment which is not approved by the telecommunications authority
- i) caused by it undergoing any process of production packaging treatment testing commissioning servicing or repair

- j) caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven
  - k) caused by programming errors or design defects in software
- 2 The first £250 of each and every loss
- 3 a) in respect of Property Insured loss or damage to Computer Equipment or other equipment or component system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including without limitation Computer Records any information or programs or software) directly or indirectly caused by occasioned by or arising from programming or operator error Virus or Similar Mechanism or Hacking
- b) in respect of paragraph F Extensions of Cover any loss cost or expense incurred in consequence directly or indirectly of programming or operator error Virus or Similar Mechanism or Hacking

### **B Inflation Protection Clause**

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

### **C Limit of Liability**

The maximum amount payable during any Period of Insurance including any payment made under the Special Conditions is

#### **Item 1 Computer Equipment**

the Sum Insured shown in the Schedule adjusted in accordance with the Inflation Protection Clause

#### **Item 2 Computer Records**

£5,000

### **D Reinstatement Clause**

In the event of loss damage or destruction to Item 1 the basis upon which the amount payable hereunder is to be calculated shall be the reinstatement value of the property lost destroyed or damaged

For this purpose 'reinstatement' means

- a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Company is not increased may be carried out
  - i) in any manner suitable to the requirements of the Insured
  - ii) upon another site
- b) the repair or restoration of property damaged

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

#### **Special Conditions**

- 1 The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 2 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Clause exceeds its Sum Insured at the commencement of any destruction or damage the liability of the Company shall not exceed that proportion of the amount of the destruction or damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time

- 3 No payment beyond the amount which would have been payable in the absence of this Clause shall be made
- a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement shall have been actually incurred
  - c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
- 4 All the terms and conditions of the Policy shall apply
- a) in respect of any claim payable under the provision of this Clause except insofar as they are varied hereby
  - b) where claims are payable as if this Clause had not been incorporated

### **E Subrogation Waiver**

The Company agrees to waive any rights of subrogation against any user of the Computer Equipment provided that

- a) such user has the authority of the Insured to use the Computer Equipment
- and
- b) such user shall as if they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Section

### **F Extensions of Cover**

In addition the Insured will be indemnified against

#### **1 Additional Expenditure**

The additional expenditure necessarily and reasonably incurred by the Insured to

- a) prevent or minimise the interruption of or interference with the work normally carried out by or on the Computer Equipment
- b) recompile or restore data or software or replace third party proprietary software in direct consequence of loss or damage to Property Insured caused by Insured Peril 1 (exclusion f shall not apply)

Provided that the liability of the Company does not exceed £10,000 in any one Period of Insurance

#### **2 Incompatibility of Computer Records**

The costs of

- a) modification of the Computer equipment
- or
- b) replacement of Computer Records together with reinstatement of programs and/or information thereon

whichever is the lesser amount to achieve compatibility in the event that the loss of Computer Equipment has resulted in undamaged Computer Records being incompatible with the replacement Computer Equipment

Provided that the liability of the Company does not exceed £5,000 in any one Period of Insurance

#### **3 Additional Rental**

The additional rental arising out of the replacement of a lease/hire agreement in respect of the Property Insured by a new contract for a similar property consequent upon loss or damage insured by this Section

Provided that the liability of the Company shall not exceed £5,000 in any one Period of Insurance

## Section 7 - Terrorism (optional cover)

In consideration of the payment of the Premium in respect of the Period of Insurance the cover provided under the Sections shown under the Terrorism Section of the Schedule of this Policy is extended to include loss destruction or damage to the Property Insured as defined in Sections 1 and 2 or Damage as defined in Sections 4 (a) and 4 (b) where covered occasioned by or happening through or in consequence of Terrorism as hereinafter defined for the purposes of this Section

Terrorism is defined for the purposes of this Section only as

1. An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto as certified by Her Majesty's Government or H M Treasury or any successor relevant authority

or

2. An act of any person(s) acting alone and not on behalf of or in connection with any organisation who carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto and such act not being certified by Her Majesty's Government or HM Treasury or any successor relevant authority and in the event of any challenge to such non-certification the refusal to certify being upheld by a Tribunal ruling confirming such non-certification

Provided always that the insurance provided by this Section is

**A** in respect only of the insurance provided by paragraph 1. of this Section not subject to the General Exceptions of the Policy but is subject to the following War and Allied Risks exclusion.

Loss destruction or damage to the Property Insured or Damage occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

**B** in respect only of the insurance provided by paragraph 2. of this Section not subject to General Exception 6

**C** subject to the following additional exclusions

### 1) Electronic Risks Exclusion

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

loss destruction or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not or Damage where such loss destruction or damage or Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

### 2) Excluded Property

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from loss destruction or damage to the Property Insured or Damage in respect of

- i) any property located outside England Wales and Scotland
  - ii) any nuclear installation or nuclear reactor
  - iii) any property which is specifically excluded elsewhere in this Policy
  - iv) any property which is insured by or would but for the existence of this Policy be insured by any form of transit aviation or marine Policy
- D** subject to the following additional Policy terms and conditions
- 1) In any action or other proceedings where the Company alleges that any loss destruction or damage to the Property Insured or Damage is not covered by this Section the burden of proving that such loss destruction or damage to the Property Insured or Damage is covered shall be upon the Insured
  - 2) Except where otherwise indicated in this Section the insurance provided by this Section is subject to all the terms definitions exclusions conditions and provisions of this Policy Subject to any limits stated within this Section the Company's liability in respect of all losses arising out of any one occurrence and in the aggregate in any one Period of Insurance shall not exceed the limits as otherwise specified under this Policy
- E** in respect only of the insurance provided by paragraph 2 of this Section subject to the following additional Policy term
- the liability of the Company in respect of loss destruction or damage to the Property Insured or Damage directly or indirectly caused by contributed to by resulting from or arising out of or in connection with biological chemical or nuclear pollution or contamination will be subject to a limit of up to £25,000,000 any one loss and in the aggregate during any one Period of Insurance

# Special Clauses

*(Clauses 1 2 3 4 and 6 applicable only if the Clause numbers are entered in the Schedule Clause 5 applicable only if referred to in the Schedule)*

## **1 Building Sum Insured Protection - Day One Average**

**A** Subject to the following Special Conditions the basis upon which the amount payable in respect of the Property Insured by Section 1 (Buildings) is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose 'reinstatement' means

- a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Company is not increased may be carried out
  - i) in any manner suitable to the requirements of the Insured
  - ii) upon another site
- b) the repair or restoration of property damaged

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

**B** The Insured having stated in writing the Declared Value (shown as the Declaration Value in the Schedule) of the Property Insured the premium has been calculated accordingly

'Declared Value' means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph A a) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- a) the additional cost of reinstatement to comply with Public Authority requirements
- b) professional fees
- c) debris removal costs

### **Special Conditions**

- 1** At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the Property Insured In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance
- 2** If at the time of loss or damage the Declared Value of the Property Insured be less than the cost of reinstatement (as defined in paragraph B) at the inception of the Period of Insurance then the Company's liability for any loss or damage shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement
- 3** The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 4** No payment beyond the amount which would have been payable in the absence of this Special Clause shall be made
  - a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement shall have been actually incurred

- c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
- 5 All the terms and conditions of the Policy shall apply
  - a) in respect of any claim payable under the provisions of this Special Clause except insofar as they are varied hereby
  - b) where claims are payable as if this Special Clause had not been incorporated except that the Sum(s) Insured shall be limited to 115% of the Declared Value(s)

## 2 Subsidence Extension (optional cover)

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The following Insured Peril (9 in respect of Section 1 and 10 in respect of Section 2) is added to Paragraph A of Sections 1 and 2

Subsidence or Ground Heave of any part of the site on which the Building stands or Landslip excluding

- a) the first £1,000 of each and every loss as ascertained after the application of any Condition of Average
- b) destruction or damage to yards car parks roads pavements walls gates and fences unless also affecting a building insured hereby
- c) destruction or damage caused by or consisting of
  - i) the normal settlement or bedding down of new structures
  - ii) the settlement or movement of made-up ground
  - iii) coastal or river erosion
  - iv) defective design or workmanship or the use of defective materials
  - v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe

- d) destruction or damage which originated prior to the inception of this cover
- e) destruction or damage resulting from
  - i) demolition construction structural alteration or repair of any property or
  - ii) groundworks or excavation at the Business

### Special Condition

Insofar as this insurance relates to destruction or damage caused by Subsidence Ground Heave or Landslip

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

## 3 Alarm Clause

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It is a condition precedent to liability for loss destruction or damage following entry or attempted entry to or exit from the Premises by forcible and violent means that

- a) the Premises are protected by an Intruder Alarm System designed installed and maintained to British Standard BS4737 or EN50131 including where stipulated by the Company or the local Police Authority Code of Practice DD243
  - b) the intruder alarm installation and maintenance company must be both:
    - i) a member of an Alarm Inspectorate which is accredited by UKAS to EN 45011 or EN 45012
- and
- ii) accredited and operate a Quality Management System in accordance with EN ISO 9000

- c) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance as per the requirements of BS4737 or EN 50131 with the installing company or such other company as agreed with the Company

Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000

- d) No alteration to or substitution of
- i) any part of the Intruder Alarm System
  - ii) the maintenance contract
  - iii) the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
  - iv) the procedures agreed with the Company for Police or any other response to any activation of the Intruder Alarm System
- be made without the written agreement of the Company
- e) The Alarmed Premises shall not be left unattended without the agreement of the Company
- i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals ( including both alarm transmission systems for dual signalling systems ) in full operation
  - ii) if the Police have withdrawn their response to alarm activations
- f) The Insured shall maintain secrecy of codes for the operation of the Intruder Alarm System and detail of such codes and all keys to the Intruder Alarm System

shall be removed from the Premises when the Premises are left unattended

- g) The Insured shall appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the Alarm Receiving Centre

- h) In the event of notification of any activation of the Intruder Alarm System or interruption of means of communication including one or both alarm transmission systems in respect of dual signalling systems during any period the Intruder Alarm System is set a Key Holder shall attend the Premises as soon as reasonably possible

- i) In the event of the Insured receiving any notification

i) the Police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed

ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

iii) that the Intruder Alarm System cannot be returned to or maintained in full working order

the Insured shall advise the Company as soon as possible and comply with any subsequent requirements stipulated by the Company

## DEFINITIONS

### **Intruder Alarm System**

The component parts including the means of communication used to transmit signals to the alarm-receiving centre

### **Alarmed Premises**

The Premises or those portions of the Premises protected by the Intruder Alarm System

**Key Holder**

The Insured or any person or key holding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals to the Intruder Alarm System attend and allow access to the Premises

**Premises**

The buildings occupied by or under the control of the Insured (unless otherwise stated in the Schedule)

**4 Temporary Cover**

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The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending issue of this Policy

**5 Long Term Agreement**

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The discount shown in the Schedule is allowed off the net premiums on this Policy in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

- a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) where appropriate the Sum Insured may be reduced at any time to correspond with any reduction in value or in the Business

The above-mentioned undertaking applies to any Policy (or Policies) which may be issued by the Company in substitution for this Policy and the same discount shall be allowed off the net premiums on any substituted Policy (or Policies) issued by the Company as aforesaid

Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

**6 Theft by Employees (optional cover)**

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The following extension of cover is added to paragraph E of Section 2

Any direct loss caused by an act of fraud or dishonesty committed by any Employee in the course of the Business and occurring during the Period of Insurance excluding

- a) the first £250 of each and every claim
- b) acts committed prior to the commencement of this Special Clause
- c) losses occurring during the currency of this Special Clause and not discovered within fourteen days of the expiry of the Period of Insurance
- d) any monies which would have been payable by the Insured to an Employee but for the Employees dishonesty

Provided that

- i) the liability of the Company under this Extension shall not exceed £5,000 in any one Period of Insurance
- ii) the conditions of employment and the precautions and checks taken by the Insured to prevent dishonesty on the part of the Employees shall remain while this Policy is in force in all respects as have been agreed in the various statements constituting the basis of this contract and any omission or neglect of such precautions or checks on the part of the Insured or any variation in the occupation and duties of the Employees or any alteration in the mode of remuneration of the Employees except by increase in salary shall relieve the Company of all liability whatsoever hereunder

# General Exceptions of the Policy

## *This Policy does not cover*

### **1 Pressure Waves**

Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### **2 War and Nuclear Risks**

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from
  - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b) any contingency occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

### **3 Requisition or Confiscation of Property**

Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority

### **4 Heat Processes**

Loss or damage to property due to its undergoing any process necessarily involving application of heat

### **5 Electrical Plant**

Damage to or destruction of any electrical plant or electrical appliance ie dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self-heating but should fire extend to and damage or destroy any other part of the plant or appliances or other Property Insured hereby such damage or destruction is not excluded by the Policy

### **6 Terrorism Exclusion**

Except in respect of claims arising under the Liability Section this Policy does not cover

Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this Exception any loss damage cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this Exception is found to be invalid or unenforceable the remainder shall remain in full force and effect

#### **Definition – Terrorism**

For the purpose of this Exception an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

## 7 Date Recognition

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude in respect of Sections 1 (Buildings) 2 (Contents) 3 (All Risks) 4a (Business Interruption) 4b (Loss of Accounts Receivable) & 5 (Loss of Licence) subsequent loss or damage not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by the Section

## 8 Northern Ireland Exclusion

Loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- i) riot civil commotion and (except in respect of loss or Damage by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons
- ii) Terrorism as defined in the Terrorism Exclusion

In any action suit or other proceedings where the Company alleges that by reason of this definition any loss or Damage is not covered by this Policy the burden of proving that such loss or Damage is covered shall be upon the Insured

# General Conditions of the Policy

## 1 Policy Terms

It is a condition precedent to any liability on the part of the Company under this Policy that the terms hereof so far as they relate to anything to be done or complied with by the Insured are duly and faithfully observed and fulfilled by the Insured and by any other person who may be entitled to be indemnified under this Policy

## 2 Reasonable Precautions

The Insured shall

- a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or damage
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

## 3 Minimum Standards of Security

It is a condition precedent to the Company's liability for loss destruction or damage by theft or any attempt thereat that the following minimum level of security (or alternative security protections as agreed in writing by the Company whether following a survey or otherwise) is installed at the Building and put into effect whenever the Building is left unattended

- a) the final exit door of the Building is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621 A matching boxed striking plate must also be fitted
- b) all other external doors and all internal doors giving access to any part of the Building not occupied by the Insured for the purpose of the Business are to be fitted with either

- i) a mortise deadlock which has 5 or more levers and/or conforms to BS3621 with a matched boxed striking plate as specified above

or

- ii) two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom

- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks
- d) all opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or a fire escape balconies canopies or down pipes) windows fanlights rooflights and skylights are to be fitted with key operated window locks This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window
- e) any door or window officially designated a Fire Exit by a fire authority is excluded from the above requirements These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) any additional devices must be approved by the local Fire Prevention Officer
- f) each item of electronic office equipment (for example PCs Laser Printers or Fax Machines) with an individual replacement value of £2,500 or greater must be securely anchored to the desk workstation or the structure of the Building by means of lock down plates the keys to which must have been removed from the premises unless the premises are occupied by the Insured or an authorised Employee in which case the keys are to be deposited in a secure place not in the vicinity of the electronic office equipment

#### 4 Alteration of Risk

This Policy shall be avoided if after the commencement of this insurance there is any alteration in risk

- a) by removal
- b) by change of occupation or use of the Property Insured
- c) whereby the risk of loss or damage of accident or liability is increased
- d) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- e) whereby the Insured's interest ceases except by will or operation of law unless such alteration is admitted by the Company in writing

#### 5 Notice of Claims

##### Claims – Insured's Duties

On the happening of any event which may give rise to a claim the Insured shall

##### a) General – Applicable to all Sections

1. notify the Company immediately
2. take all practicable steps to recover property lost and otherwise minimise the claim
3. inform the Police immediately if the loss or damage has been caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
4. give all information and assistance the Company may require
5. not make or allow to be made on their behalf any admission offer promise payment of indemnity without the written consent of the Company

##### b) Applicable to Sections 1, 2, 3, 5, 6 and 7

within 30 days or such further time as the Company may allow in writing deliver to the Company a written claim providing at

their own expense all details proofs and information regarding the cause and amount of loss or damage as the Company may reasonably require together with details of any other insurances on any property insured by this Policy and (if demanded) a statutory declaration of the truth of the claim and or any related matters

##### c) Applicable to Sections 4 (a) and 4 (b)

within 30 days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow at their own expense deliver to the Company a statement setting out particulars of the claim together with details of all other insurance covering any part of the damage or resulting loss of Gross Profit

The Insured shall at their own expense also provide the Company with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claims and any related matter

No claim under this Section shall be payable unless the terms of these conditions have been complied with and in the event of non compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Company immediately

##### d) Applicable to Section 5

1. Immediately forward to the Company every letter claim writ summons and process immediately upon receipt without acknowledgement

2. Advise the Company in writing immediately they have knowledge of any pending prosecution inquest Fatal Accident or Ministry Inquiry

**e) Applicable to Section 9**

Please refer to page 48 of this Policy booklet

**6 Fraud**

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If a claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

**7 Contribution**

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If at the time of any loss damage or liability arising under this Policy there shall be any other insurance covering such loss damage or liability or any part thereof the Company shall not be liable for more than its proportional share thereof

**8 The Company's Right**

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The Company shall be entitled –

- a) on the happening of any loss or damage to enter any Building where such loss or damage has happened and to take and keep possession of the Property Insured and to deal with salvage in a reasonable manner and this Policy shall be proof of leave and licence for such purpose but the property may not be abandoned to the Company
- b) at its option to either
  - i) repair or replace the property or any part of the property for which it may be liable under this Policyor
  - ii) make payment in money to the Insured in lieu of such repair or replacement

Reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this Policy

- c) to undertake in the name and on behalf of the Insured the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense for its own benefit but in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy

**9 Arbitration**

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If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

**10 Cancellation**

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**Our Rights**

We shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to Your last known address Thereupon You shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to Us

during the current Period of Insurance

This termination will be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of such notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given

### **Your Rights**

You may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to Your Insurance Adviser at the address shown in their correspondence or to the Millburn Insurance address shown on your Policy Schedule This right does not apply at the first or any subsequent renewal of the policy

Provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to Us

during this 14 day period We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy subject to a minimum premium of £50

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given

### **11 Instalments Clause**

If the premium on this Policy is payable by the Company's Budget Plan and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice

If the premium on this Policy is payable by the Company's Budget Plan and during the current Period of Insurance

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the Policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full In such case monthly collections must continue or a one off payment be agreed to settle the outstanding amount

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments Alternatively We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf

Any instalments payments legitimately taken prior to the notification of cancellation of the Budget Plan agreement will be retained Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation

### **12 Misrepresentation and Misdescription**

The Policy shall be voidable in any event of misrepresentation misdescription or non-disclosure in any material particular

### **13 Contracts (Rights of Third Parties) Act**

The parties of this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this contract

# Making Yourself Heard

*If You have cause for complaint, it is important You know We are committed to providing You with an exceptional level of service and customer care.*

*We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens We want to hear about it so We can try to put things right.*

## Who to contact?

The most important factors in getting Your complaint dealt with as quickly and efficiently as possible are:

- to be sure You are talking to the right person, and;
- that You are giving them the right information.

## When You contact Us

- Please give Us Your name and a contact telephone number.
- Please quote Your Policy and/or claim number, and the type of Policy You hold.
- Please explain clearly and concisely the reason for Your complaint.

So We begin by establishing Your first point of contact.

## Step One - Initiating Your complaint

Does Your complaint relate to:

A: Your Policy?

B: a claim on Your Policy?

If A, You need to contact the agent or Millburn office who sold You Your Policy. Call the number on Your Policy document and state Your complaint.

If B, You need to contact whoever is currently dealing with Your claim and state Your complaint.

In either case, if You wish to provide written details, the following checklist has been prepared for You to use when drafting Your letter:

- Head Your letter 'COMPLAINT'.
- Give Your full name, post code and contact telephone number(s).
- Quote the type of Policy and Your Policy and / or claim number.
- Advise the name of Your insurance agent / firm (if applicable).
- Explain clearly and concisely the reason(s) for Your complaint.

The letter should be sent to the person dealing with Your complaint along with any other material required.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if You are not satisfied, You can take the issue further:

### **Step Two - If You are still unhappy**

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Should the response You receive be unsatisfactory please refer the matter using the relevant details below:

Does Your complaint relate to

A: Your Policy?

B: a claim on Your Policy?

If A, ask to speak to the Branch Manager. Where they cannot assist they will ensure You are put into contact with the person who can resolve Your complaint.

If B, please contact the relevant Claims Office, details of which You will have received following notifying Us of Your claim.

### **Step Three - Contacting Millburn Insurance Head Office**

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If Your complaint is one of the few that cannot be resolved by this stage, contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care  
Millburn Insurance Company Ltd  
Coppergate House  
16 Brune Street  
London  
E1 7NJ

Tel: 0845 094 4314  
Fax: 0845 094 4316

### **Step Four - Beyond Millburn**

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If We have given You Our final response and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints if:

- We have provided You with written confirmation that Our internal complaints procedure has been exhausted.
- Your business has a turnover of less than £1,000,000.

The FOS can be contacted at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 080 1800  
Fax: 020 7964 1001

Referral to the FOS will not affect Your right to take legal action against Us.

### **Our promise to You**

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- Acknowledge written complaints promptly.
- Investigate quickly and thoroughly.
- Keep You informed of progress.
- Do everything possible to resolve Your complaint.
- Learn from Our mistakes.
- Use the information from complaints to continuously improve Our service.

To help Us improve Our service, We may record or monitor telephone calls.



# European Risk Insurance Company

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EUROPEAN RISK INSURANCE COMPANY

Skipholtí 50d  
105 Reykjavík  
Iceland

mail: [info@erichf.com](mailto:info@erichf.com)

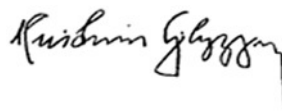
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## EMPLOYERS LIABILITY POLICY

The proposal (whether verbal or written) together with any supplementary proposals and declaration made by the Insured are the basis of and form part of this Policy.

European Risk Insurance Company (hereinafter called "the Company") in consideration of the payment of the premium by the Insured and subject to all Terms, Definitions, Limits of Indemnity, Exceptions, Conditions and any Memoranda endorsed hereon will indemnify the Insured in the terms of this Policy against his liability at law for damages and claimant's costs and expenses in respect of Injury to any Employee occurring during the Period of Insurance and arising out of and in the course of his employment by the Insured in connection with the Business within the Territorial Limits

Signed



Director

For and on behalf of European Risk Insurance Company

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### Important Notice to the Insured

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand it fully. The Company should be contacted immediately if any correction is necessary

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### **Indemnity to Other Persons**

The Company will also indemnify in the terms of this Policy

1. if so requested by the Insured
  - (a) any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
  - (b) any officer or member of the Insured's social sports and welfare organisations and fire, first aid and ambulance services while acting in their respective capacities as such.
2. the legal representatives of any person claiming indemnity under this Policy in the event of his/her death and in respect of liability incurred by such person.

### **Indemnity to Principal**

Where any contract or agreement entered into by the Insured for the performance of work so requires the Company will indemnify the principal in like manner to the Insured in respect of the principal's liability arising from the performance of the work by the Insured.

### **Cross Liabilities**

The Company will indemnify each Insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of damages payable shall not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

### **Limit of Indemnity**

The liability of the Company for all damages in respect of any one claim or series of claims arising from one occurrence shall not exceed the Limit of Indemnity.

### **Costs and Expenses**

The Company will pay all other costs and expenses incurred with its written consent in diminution of the Limit of Indemnity.

## EXTENSION

### Health and Safety Defence Costs

With the consent of the Company, the Company will indemnify the Insured and also at the request of the Insured any director, partner or Employee in respect of legal costs and expenses incurred in defending any prosecution for breach of duty under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of the Policy.

Provided that the Company shall not be liable for

- (i) the payment of fines or penalties,
- (ii) legal costs and expenses in connection with any breach of duty arising from a deliberate or pre-meditated act, event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the above Act or Order,
- (iii) any prosecution in respect of an offence which does not increase the risk of injury being sustained by Employees of the Insured in the course of their employment by the Insured,
- (iv) legal costs and expenses incurred with the consent of the Company in an appeal against a conviction resulting from a prosecution.

## EXCEPTIONS

The Company shall not provide indemnity in respect of

### 1. Radioactivity

any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### 2. Offshore

liability arising Offshore.

### 3. Road Traffic Act

Injury to any Employee arising when such Employee is:-

- (a) carried in or on any vehicle
- (b) entering or getting on to or alighting from a vehicle

in circumstances which require insurance or security under any road traffic legislation.

### 4. Sexual Abuse

liability arising directly or Indirectly out of or in connection with any actual or attempted conduct or contact of a Sexual Nature.

### 5. War and Terrorism

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

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

This endorsement also excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Company allege that by reason of this exclusion, any Injury, Damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **6. Asbestos / Silica**

Liability arising arising directly or Indirectly out of, resulting from, in consequence of, or in any way involving asbestos or silica or materials containing asbestos or silica in whatever form or quantity.

## **CONDITIONS**

### **1. Interpretation**

The Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

### **2. Observance of Terms**

The liability of the Company will be conditional upon any person claiming indemnity under this Policy complying with its terms. The truth of the statements and answers in the proposal and all information given to the Company about the risk shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **3. Reasonable Precautions**

The Insured shall exercise reasonable care in the selection and supervision of Employees and the Insured and/or person claiming to be indemnified shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Policy and to comply with all statutory and other obligations and regulations imposed by any authority.

### **4. Increase in Risk**

This Policy shall be void and all premiums paid therein forfeited to the Company if the risk be materially increased without the assent of the Company being signified by endorsement hereon.

### **5. Claims**

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

(a) the Insured and/or person claiming to be indemnified shall:-

(i) notify the Company as soon as possible giving full particulars of the occurrence;

- (ii) notify the Company in writing immediately he shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy;
  - (iii) forward to the Company immediately on receipt every letter, claim, writ, summons or process;
  - (iv) give all such information and assistance as the Company or its representatives may require.
- b) the Company shall be entitled
- (i) to have the sole conduct and control of any claim and legal proceedings relating thereto and the Insured and/or person claiming to be indemnified shall not negotiate, admit liability or make any promise or payment without the written consent of the Company or its representatives.
  - (ii) to prosecute in the name of the Insured and/or any person claiming to be indemnified but for the Company benefit any claim for damages or indemnity.

## **6. Non-Contribution**

If at the time any claim arises under this Policy there is or but for the existence of this Policy there would be any other insurance covering the same liability the Company shall not be liable under this Policy except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Policy not been effected.

## **7. Cancellation**

- (a) The Company may cancel this Policy by giving thirty days notice by recorded delivery letter to the Insured at his last known address. The Company shall make a return of the proportionate part of the premium in respect of the unexpired Period of the Policy subject to the retention by the Company of any Minimum Premium under this Policy or if the premium has been based wholly or partly on any estimates the premium shall be adjusted in accordance with Condition 8.
- (b) After the end of the 'cooling off period' as explained in the Key Facts document, the Insured may cancel this Policy but no return of premium will be payable by the Company.

## **8. Premium Adjustment**

If the premium for this Policy has been based wholly or partly on any estimates given by the Insured the Insured shall keep an accurate record of all the relevant particulars and such record shall at all times be available for inspection by the Company. Within one month of the expiry of each Period of the Policy the Insured shall supply to the Company such particulars as the Company may require. The premium for such period shall then be adjusted and the difference paid by or allowed to the Insured subject to the retention by the Company of any Minimum Premium under this Policy.

## **9. Compulsory Insurance**

The Insurance granted by this Policy is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands relating to compulsory insurance of liability to employees. If, however, there shall have been non-observance of any Policy Conditions by the Insured and the Company shall have paid any sum which the Company would not have paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Company.

## **10. Disputes Clause**

In case of any dispute between the Company and the Insured concerning this Policy, its validity or the interpretation of the terms, Conditions, limitations and/or Exclusions contained herein, there is a choice of law under this insurance but, unless otherwise agreed by the Insurer, the applicable law of this policy shall be English law.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.

**11. Several Liability**

The subscribing Underwriters' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscriptions of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

**12. Incident Log Book**

The Insured shall keep a log book of all incidents (no matter how trivial) that occur on the premises and such book shall be kept available for inspection by the Company.

**DEFINITIONS**

**1. Injury** means bodily injury and includes death, illness and disease.

**2. The Business** includes

- (a) the ownership or occupation of premises by the Insured including incidental repair and maintenance;
- (b) the provision of canteen social sports and welfare organisations for the benefit of Employees;
- (c) fire, first aid and ambulance services;
- (d) private work undertaken with the consent of the Insured by an Employee for a director partner or senior official of the Insured.

**3. Territorial Limits** means

- (a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (b) Elsewhere in the World where Employees of the Insured who are normally resident in (a) above are on a temporary visit on the Business of the Insured.

**4. Employee** means

- (a) any person who has entered into or works under a contract of service or apprenticeship with the Insured;
- (b) any labour-master and/or person supplied by him;
- (c) any person employed by a labour-only subcontractor;
- (d) any self-employed person;
- (e) any person who is hired to or borrowed by the Insured;
- (f) any driver or operator of plant hired to the Insured;
- (g) any person who is engaged under a work experience or youth training scheme

while working for the Insured in connection with the Business.

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

**6. Sexual Nature** means but is not limited to sexual gratification, discrimination, coercion, harassment or pressure of any kind.

# European Risk Insurance Company

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EUROPEAN RISK INSURANCE COMPANY

Skipholtí 50d  
105 Reykjavík  
Iceland

mail: [info@erichf.com](mailto:info@erichf.com)

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## GENERAL THIRD PARTY (PUBLIC/PRODUCTS LIABILITY) POLICY

The proposal (whether verbal or written) together with any supplementary proposals and declaration made by the Insured are the basis of and form part of this Policy.

In consideration of the payment of the premium specified herein, European Risk Insurance Company (hereinafter called "the Company") will, subject to the Terms, Definitions, Exceptions and Conditions contained herein or endorsed hereon, indemnify the Insured against his liability at law for damages and claimants costs and expenses in respect of:-

- (a) Injury to any person
- (b) Damage to Property
- (c) Interference with or loss of enjoyment of Property as a result of obstruction trespass or nuisance

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

Provided that the liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule.

Signed



Director

For and on behalf of European Risk Insurance Company

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Important Notice to the Insured  
Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand it fully. The Company should be contacted immediately if any correction is necessary

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### **Indemnity to Other Persons**

The Company will also indemnify in the terms of this Policy

1. if so requested by the Insured
  - (a) any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
  - (b) any officer or member of the Insured's social sports and welfare organisations and fire, first aid and ambulance services while acting in their respective capacities as such.
2. the legal representatives of any person claiming indemnity under this Policy in the event of his/her death and in respect of liability incurred by such person.

### **Indemnity to Principal**

Where any contract or agreement entered into by the Insured for the performance of work so requires the Company will indemnify the principal in like manner to the Insured in respect of the principal's liability arising from the performance of the work by the Insured.

### **Cross Liabilities**

The Company will indemnify each Insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of damages payable shall not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

### **Limit of Indemnity**

The liability of the Company for all damages in respect of any one claim or series of claims arising from one occurrence shall not exceed the Limit of Indemnity.

### **Costs and Expenses**

The Company will pay all other costs and expenses incurred with its written consent:-

- (a) in addition to the Limit of Indemnity in respect of claims made against the Insured elsewhere than in the United States of America and/or Canada
- (b) in diminution of the Limit of Indemnity in respect of claims made against the Insured in the United States of America and/or Canada

## EXTENSIONS

Unless otherwise stated the following Extensions are subject always to the Terms Conditions and Exceptions contained in this Policy

### A. Products Liability

The Company will indemnify the Insured in respect of liability arising out of or in connection with any Goods sold, supplied, repaired, serviced or tested by or through the Insured in connection with the Business.

Provided that the Company shall not be liable in respect of :-

- (i) the cost of, or expenses occurred in, the repairing replacing, recalling or making any refund in respect of such Goods.
- (ii) the failure of any Goods to fulfil their intended purpose.
- (iii) Goods sold, supplied repaired serviced or tested to the United States of America or Canada.

### B. Defective Premises Act 1972

The indemnity provided by this Policy shall extend to include liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by the Insured in connection with the Business but the Company shall not be liable in respect of:-

- (i) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability
- (ii) any Damage to such premises.

### C. Leased and Rented Premises

Exception 4(a) of this Policy shall not apply to Damage to premises leased, rented or temporarily occupied by the Insured.

Provided always that the Company shall not be liable in respect of

- (a) liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement
- (b) the first £500 of Damage caused otherwise than by fire or explosion.

### D. Motor Vehicles

Provided the Insured is not more specifically insured the Company will indemnify the Insured in the terms of this Policy against his liability at law for Injury or Damage

- 1. caused by any motor vehicle which is owned by or in possession of or being used by or on behalf of the Insured
  - (a) which is licensed for road use and is being used in circumstances which do not require insurance or security under any road traffic legislation
  - (b) whilst in use as a tool of trade but this indemnity shall not apply to liability in respect of which insurance or security is required under any road traffic legislation.
- 2. happening during the act of loading or unloading of a motor vehicle.

**E. Motor Contingent Liability**

The Company will indemnify the Insured in the terms of this Policy against his liability at law for Injury or Damage arising out of the use of any motor vehicle owned by an Employee and which is being used in connection with the Business

Provided that the Company shall not be liable in respect of

- (a) liability arising when such motor vehicle is being driven
  - (i) by the Insured
  - (ii) with the general consent of the Insured by any person who to the knowledge of the Insured does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding such a licence.
- (b) Damage to any such motor vehicle
- (c) any occurrence arising outside Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands

**F. Car Parks**

The Company will indemnify the Insured in respect of Damage to any motor vehicle or any contents of or accessory on such motor vehicle.

Provided always that such motor vehicle or its content or accessory is not owned by or hired by or on behalf of or lent to the Insured.

**G. Cloakrooms**

The Company will indemnify the Insured in respect of Damage to Property deposited in any cloakroom owned or operated by the Insured.

Provided that:-

- (a) such property is not owned, hired or borrowed by the Insured.
- (b) an attendant shall be on duty therein throughout the whole of the time the cloakroom is in use or adequately locked if unattended.
- (c) a disclaimer notice is prominently displayed in or adjacent to the cloakroom.

**H. Locker Rooms**

The Company will indemnify the Insured in respect of Damage to Property deposited in any locker room owned or operated by the Insured.

Provided that:-

- (a) such Property is not owned, hired or borrowed by the Insured
- (b) all lockers are kept in good working order
- (c) the locker room is periodically checked by Employees
- (d) a disclaimer notice is prominently displayed in or adjacent to the locker room

## **EXCEPTIONS**

The Company shall not provide indemnity in respect of

**1. Contractual Liability**

liability assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement

**2. Fines, Liquidated Damages, Penalties**

liability for fines, liquidated damages or amounts under any penalty clause.

**3. Employees**

liability to any Employee in respect of Injury arising out of and in the course of his employment by the Insured.

**4. Custody or Control**

Damage to

- (a) Property belonging to the Insured or in the custody or under the control of the Insured or of any Employee (other than Property belonging to guests visitors, directors, partners or Employees of the Insured):
- (b) that part of any Property on which the Insured or any Employee or agent of the Insured is or has been working where the Damage results from such work.

**5. Deliberate Acts**

liability caused by or arising from any deliberate act or omission by or on behalf of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.

**6. Craft and Vehicles**

liability arising out of the ownership possession or use by or on behalf of the Insured or caused by any

- (a) craft designed to travel in or through air, space or water
- (b) mechanically propelled vehicles

for which no specific indemnity is provided by Extension D or E.

**7. War and Terrorism**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

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

This endorsement also excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Company allege that by reason of this exclusion, any Injury, Damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **8. Radioactivity / Electro Magnetic Fields**

any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (c) electro magnetic fields or radiation

#### **9 Gradual Environmental Impairment**

- (a) any liability for or consequent upon
  - (i) Injury or Damage to Property directly or indirectly arising out of the discharge dispersal release or escape of Pollutants
  - (ii) the cost of removing nullifying or cleaning up Pollutants
  - (iii) fines penalties or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of Pollutants

occurring within the Territorial Limits other than in the United States of America and/or Canada.

Notwithstanding the foregoing this Policy shall cover liability otherwise excluded under paragraphs (i) and (ii) above which arises from a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place during the Period of the Policy provided that all discharges dispersals release or escape of Pollutants arising from one incident shall be deemed for the purposes of this Policy to have occurred at the time such incident takes place.

The liability of the Company for all damages payable in respect of all discharges dispersals release or escape of Pollutants which is deemed to have occurred during the Period of the Policy shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate.

This Clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Clause not been attached.

Nothing contained in the foregoing shall be deemed to increase the Limit of Indemnity beyond the amount stated in the Schedule.

- (b) any liability for or consequent upon
  - (i) Injury or Damage to Property directly or indirectly arising out of the discharge dispersal release or escape of Pollutants
  - (ii) the cost of removing nullifying or cleaning up Pollutants
  - (iii) fines penalties or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of Pollutants

occurring within the United States of America and/or Canada or any territory within the jurisdiction thereof.

**10. Punitive or Exemplary Damages**

liability for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever.

**11. Offshore**

liability arising Offshore.

**12. Concessionaires, Suppliers, Sub-Contractors**

liability incurred by any concessionaires suppliers or sub-contractors operating under their own trading name unless the Insured has established that the operators thereof have adequate employers and public liability insurance indemnifying the Insured as principal.

**13. Advice, Professional Services**

Liability caused by or arising from

- (a) advice, design or specification given by or on behalf of the Insured for a fee
- (b) professional services rendered by or on behalf of the Insured.

**14. Sexual Abuse**

liability arising Directly or Indirectly out of or in connection with any actual or attempted conduct or contact of a Sexual Nature.

**15. Asbestos / Silica**

Liability arising arising directly or Indirectly out of, resulting from, in consequence of, or in any way involving asbestos or silica or materials containing asbestos or silica in whatever form or quantity.

**16. Electronic Date Recognition**

liability arising from any loss, cost, claim, or expense, whether preventive, remedial or otherwise directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving a date change, including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the insured or not; or
- b) any change, alteration or modification involving a date change, including leap year calculation to any such computer system, hardware, programme or software and / or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

**17. Toxic Mould**

Injury or Damage, caused by or arising out of, alleging or attributable to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s), or biocontaminant(s) or any by-product therefrom.

**18. Computer Viruses**

Damage, including failure of any telecommunications and/or computer system caused by the introduction of a virus or similar mechanism.

**CONDITIONS**

## **1. Interpretation**

The Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

## **2. Observance of Terms**

The liability of the Company will be conditional upon any person claiming indemnity under this Policy complying with its terms. The truth of the statements and answers in the proposal and all information given to The Company about the risk shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## **3. Reasonable Precautions**

- i) The Insured shall exercise reasonable care in the selection and supervision of Employees and the Insured and/or person claiming to be indemnified shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Policy and to comply with all statutory and other obligations and regulations imposed by any authority.
- ii) The Insured shall ensure that adequate first aid/medical facilities are kept available for use at all times.
- iii) The Insured shall inspect his premises and equipment on a regular basis and any repairs carried out if necessary.

## **4. Increase in Risk**

This Policy shall be void and all premiums paid therein forfeited to the Company if the risk be materially increased without the assent of the Company being signified by endorsement hereon.

## **5. Claims**

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

- (a) the Insured and/or person claiming to be indemnified shall:-
  - (i) notify the Company as soon as possible giving full particulars of the occurrence;
  - (ii) notify the Company in writing immediately he shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy;
  - (iii) forward to the Company immediately on receipt every letter, claim, writ, summons or process;
  - (iv) give all such information and assistance as the Company or its representatives may require.
- (b) the Company shall be entitled
  - (i) to have the sole conduct and control of any claim and legal proceedings relating thereto and the Insured and/or person claiming to be indemnified shall not negotiate, admit liability or make any promise or payment without the written consent of the Company or its representatives.
  - (ii) to prosecute in the name of the Insured and/or any person claiming to be indemnified but for the Company benefit any claim for damages or indemnity.

## **6. Non-Contribution**

If at the time any claim arises under this Policy there is or but for the existence of this Policy there would be any other insurance covering the same liability the Company shall not be liable under this Policy except in respect of any excess beyond the maximum

amount which would be payable under such other insurance had this Policy not been effected.

**7. Cancellation**

- (a) The Company may cancel this Policy by giving thirty days notice by recorded delivery letter to the Insured at his last known address. The Company shall make a return of the proportionate part of the premium in respect of the unexpired Period of the Policy subject to the retention by the Company of any Minimum Premium under this Policy or if the premium has been based wholly or partly on any estimates the premium shall be adjusted in accordance with Condition 8.
- (b) After the end of the 'cooling off period' as explained in the Key Facts document, the Insured may cancel this Policy but no return of premium will be payable by the Company.

**8. Premium Adjustment**

If the premium for this Policy has been based wholly or partly on any estimates given by the Insured the Insured shall keep an accurate record of all the relevant particulars and such record shall at all times be available for inspection by The Company. Within one month of the expiry of each Period of the Policy the Insured shall supply to The Company such particulars as The Company may require. The premium for such period shall then be adjusted and the difference paid by or allowed to the Insured subject to the retention by the Company of any Minimum Premium under this Policy.

**9. Discharge of Liability**

The Company may at any time pay to the Insured the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as damages) or any lesser amount for which any claim or claims may then be settled and upon such payment the Company shall relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and shall be under no further liability in connection with such claim or claims except for other costs and expenses incurred with its written consent in respect of matters prior to the date of such payment.

**10. Disputes Clause**

In case of any dispute between the Company and the Insured concerning this Policy, its validity or the interpretation of the terms, Conditions, limitations and/or Exclusions contained herein, there is a choice of law under this insurance but, unless otherwise agreed by the Insurer, the applicable law of this policy shall be English law.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.

**11. Fire/Local Authority Approval Clause**

If the Insured has any facilities where approval of the Fire and/or the Local Authority is required it is a condition precedent to liability that such approval has been obtained and is maintained in respect of the said facilities.

**12. Several Liability**

The subscribing Underwriters' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscriptions of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

**13. Excess Clause**

The Insured shall bear the amount of any excess stated in this Policy.

The Insured shall be liable for payment of the excess before the Company shall be liable to make any payment under this Policy, provided that the Company shall refund to the Insured any amount of the excess in full or in part should any claim be ultimately settled for any amount less than such excess.

For the purposes of this Policy the term "excess" shall mean the total amounts payable by the Insured in respect of damages (including costs and expenses).

**14. Emergency/Security Procedures**

The Insured shall have the following in place:-

- (a) an emergency procedure plan in the event of a fire or bomb scare
- (b) an emergency procedure plan in the event of visitors (including children) to the premises going missing
- (c) a procedure plan to prevent unruly behaviour happening on or about the premises.

**15. Incident Log Book**

The Insured shall keep a log book of all incidents (no matter how trivial) that occur on the premises and such book shall be kept available for inspection by The Company.

**16. Viewing Areas**

Public viewing areas must be adequately guarded particularly those above ground level to prevent accidental falling of visitors.

**17. Hirers**

The Insured shall ensure that any firm, person or body hiring the premises has his own public liability insurance.

## DEFINITIONS

1. **Injury** means
  - a) bodily injury and includes death, illness and disease
  - b) other injury following any charge of wrongful arrest or malicious prosecution in respect of any allegation of theft or other improper conduct
2. **Damage** means physical damage and includes physical loss
3. **Property** means material property
4. **The Business** includes
  - (a) the ownership or occupation of premises by the Insured including incidental repair and maintenance;
  - (b) the provision of canteen social sports and welfare organisations for the benefit of Employees;
  - (c) fire, first aid and ambulance services;
  - (d) private work undertaken with the consent of the Insured by an Employee for a director partner or senior official of the Insured.
5. **Territorial Limits** means
  - (a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
  - (b) Elsewhere in the World where directors, partners or Employees of the Insured who are normally resident in (a) above are on a temporary visit on the Business of the Insured.
6. **Employee** means
  - (a) any person who has entered into or works under a contract of service or apprenticeship with the Insured;
  - (b) any labour-master and/or person supplied by him;
  - (c) any person employed by a labour-only subcontractor;
  - (d) any self-employed person;
  - (e) any person who is hired to or borrowed by the Insured;
  - (f) any driver or operator of plant hired to the Insured;
  - (h) any person who is engaged under a work experience or youth training scheme while working for the Insured in connection with the Business.
7. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
8. **Offshore** means from the time of embarkation by an Employee on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the Employee from a conveyance onto land upon return from an offshore rig or offshore platform.
9. **Sexual Nature** means but is not limited to sexual gratification, discrimination, coercion, harassment or pressure of any kind.
10. **Goods** means any goods or products (including any container, label, instruction or advice supplied therewith).

## COMPLAINTS PROCEDURE

The Company is committed to providing you with the high quality of service you have the right to expect and which we expect to maintain throughout the duration of the Policy. In order for this level of service to be fully appreciated, we would first ask you to read the Policy carefully to ensure you understand the extent of the cover provided and the conditions and exclusions which apply and particularly, the actions you must take if and when you become aware of a claim or a circumstance which may give rise to a claim being made against you.

If you have any questions or concerns about your Policy that cannot be answered to your satisfaction by your Broker, then please contact the Company at the contact address shown below.

If you feel that we have failed to provide you with a first class service, please write and tell us and we will do our very best to resolve the matter with you. If you have any complaint or issues over the handling of a claim you should, in the first instance, contact the Company's Compliance Officer, at the same contact address.

UK Contact Address:

European Risk Insurance Company  
39 Clarence Street  
Southend-on-sea  
Essex  
SS1 1BH

**[www.erichf.com](http://www.erichf.com)**

If you are still unhappy with the way your complaint has been handled, then please contact the Managing Director at the above contact address.

Complaints that cannot be resolved through this process may be referred to the Financial Ombudsman Service, further details of which will be provided at the appropriate stage of the complaints process.