



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

Underwritten by Millburn Insurance Company Ltd.

THE PROPERTY INSURANCE POLICY

**Brian Thornhill & Son (Insurance Brokers)
are pleased to welcome you to your
Property Insurance Policy**

Your insurance policy comprises this booklet and your schedule. You should read these documents carefully and keep them in a safe place together with copies of any documentation you have provided to us.

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THE PROPERTY INSURANCE POLICY

Effected through Brian Thornhill & Son (Insurance Brokers)

Introduction to the Property Insurance Policy

This document sets out the conditions of the contract of insurance with us. Your policy is evidence of that contract. You should read it carefully and keep it in a safe place. In return for having accepted your premium we will in the event of injury loss or damage happening within the period of insurance provide insurance as described in the following pages and referred to in your schedule. If after reading these documents you have any questions please contact your broker.

About the Property Insurance

This property insurance has been arranged by Brian Thornhill & Son (insurance Brokers) and is underwritten by Millburn Insurance Company Ltd., Coppergate House, 16 Brune Street, London E1 7NJ (Material Damage) and European Risk Insurance Company (Liability).

Brian Thornhill & Son (Insurance Brokers), Millburn Insurance Company Ltd and European Risk Insurance Company are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 6061234.

You should read the terms and conditions detailed in this policy including how to make a claim. Please read them carefully so that you know what cover is provided and what you should do if you need to make a claim.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document in accordance with the section 'Cancelling Your Cover'.

This policy and the schedule are important documents. Please keep them in a safe place where you can find them should you need to refer to them in the future.

Should you need to discuss any aspect of the cover then please call the agent with whom you effected this insurance.

When providing this insurance we have relied on the information and statements which you have provided in the Proposal Form (or declaration) on the date shown on the schedule. The sum insured is the amount of money for which your property and/or contents is covered and is the most we will pay under any circumstances. It is your responsibility to advise us of the correct sum insured as we cannot be held liable if this is incorrect.

You and we are free to choose the laws applicable to this policy. As we are based in England, we propose to apply the laws of England and Wales and by purchasing this policy you have agreed to this.

This insurance relates only to those sections of the policy which are shown on the schedule as being included.

For and on behalf of Brian Thornhill & Son



Brian Thornhill

DEFINITIONS

Where we explain what a word means that word will have the same meaning wherever it is used in the policy or schedule.

Accidental Damage - A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independent of all other causes.

Buildings - the Private Dwelling(s) as specified in the schedule constructed of brick, stone or concrete with a slate, tile or concrete roof including interior decorations and fixtures and fittings and domestic outbuildings, garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences all owned by **You** or for which **You** are legally responsible and within the premises as specified in the schedule.

Excess - The first amount of each claim which **You** have to pay.

Holiday Home - Buildings that are not the main place of residence or address of **You** or the occupier and are let, loaned or used by **You** on a short-term basis for vacation purposes.

Landlord's Contents - Household goods within the **Buildings** as shown in the schedule, including aerials, satellite dishes, their fittings and masts, which are permanently fixed to the **Buildings**. Property in the open but within the boundaries of the property up to £250 all of which are owned by **You** or are **Your** legal responsibility.

Unoccupied - The part or whole of the property not lived in by a person authorised by **You**.

We / Us / Our - Millburn Insurance Company Ltd. as insurers and Brian Thornhill & Son as administrators of Your policy.

You / Your / Yours - The persons(s) as specified in the schedule of Insurance.

SECTION 1 - BUILDINGS PERILS COVERED

This insurance covers the Buildings for loss or damage directly caused by:

1. fire, lightning, explosion or earthquake**2. aircraft and other flying devices or items dropped therefrom****3. storm, tempest or flood**

Other than

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences.
- c) caused by rising water table levels.

4. escape of water from any fixed water or heating installation

Other than

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.
- b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools.
- c) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- d) for loss or damage to apparatus from which water has escaped other than frost damage.

5. escape of oil from fixed domestic oil-fired heating installed and smoke damage resulting from a defect in any fixed domestic heating installation

Other than

- a) for loss or damage due to wear and tear or gradual deterioration.
- for loss or damage caused by gradual emission.
- for loss or damage caused by faulty workmanship.
- d) for loss or damage whilst the Buildings are **Unoccupied** for 30 days or more.

6. theft or attempted theft

Other than

- a) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more unless such loss or damage is consequent upon violent and forcible entry.
- b) by any tenant or person lawfully on the premises.

7. impact by any vehicle or animal**8. any persons taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or any persons of malicious intent**

Other than

- a) for loss or damage whilst the **Building** is **Unoccupied** for 30 days or more.
- b) any tenant or person lawfully on the premises

9. subsidence, landslip or heave of the site upon which the Buildings stand

Other than

- a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main **Building** is also affected at the same time by the same peril.
- b) for loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee.

- c) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions.
- d) for loss or damage caused by coastal erosion.
- e) for loss or damage arising from faulty workmanship, defective plans or the use of defective materials.
- f) for loss or damage to solid floors unless the walls are damaged at the same time by the same event.
- g) normal settlement, shrinkage or expansion.
- h) the first £1,000 of every claim.

10. falling radio and television aerials, fixed satellite dishes and their fittings and masts
Other than

- a) loss or damage to radio and television aerials, satellite dishes, their fittings and masts.

11. falling trees, telegraph poles or lamp-posts
Other than

- a) for loss or damage caused through lopping, topping and/or felling.
- b) for loss or damage to gates and fences.

THIS SECTION PROVIDES ADDITIONAL COVER FOR:-

A) Accidental Damage of fixed glass and doubleglazing (including the cost of replacing frames) solar panels, sanitary fixtures and ceramic hobs all forming part of the Buildings
Other than

loss or damage whilst the Building is Unoccupied, for 30 days or more

B) The cost of repairing Accidental Damage to domestic oil pipes, underground water-supply pipes, sewers, drains, underground gas pipes, underground electricity and telephone cables for which You are legally responsible
Other than

loss or damage due to wear and tear or gradual deterioration.

C) Loss of rent which You are unable to recover and additional costs of alternative accommodation necessarily incurred by You in consequence of the Buildings becoming uninhabitable following damage caused by any of the perils covered PROVIDED THAT the insurers' liability is limited to the period the Buildings are uninhabitable, and evidence is provided from an existing rental agreement or previous proven rental pattern
Other than

any amount in Excess of 20% of the sum insured on the **Buildings** damaged or destroyed.

D) Expenses incurred following damage to the Buildings by any of the perils covered in connection with the removal of debris; any extra cost of reinstatement of the destroyed or damaged Buildings made necessary to comply with Government or Local Authority requirements and Architects' and Surveyors' fees necessarily incurred in the reinstatement of the Buildings
Other than

- a) any expenses incurred in the preparation of a claim or an estimate of loss.
- b) any expense when notice of Government or Local Authority requirements have been served prior to the time of loss.

E) Increased metered water charges incurred by You resulting from an escape of water which gives rise to an admitted claim under Peril 4 of this section
Other than

Any amount in **Excess** of £750 in any period of insurance.

F) A contracting purchaser until completion of the sale or expiry of this Insurance whichever is the sooner
Other than

The **Buildings** if otherwise insured.

CONDITIONS THAT APPLY TO SECTION 1

Basis of Claims Settlement

In the event of loss or damage to the Buildings, the insurers will pay the FULL COST OF REPAIR at the time of such loss or damage PROVIDED THAT the Buildings are maintained in a good state of repair, that they are insured for the full cost of reconstruction in their present form; and that reinstatement shall have been effected. If the Buildings are not in good state of repair insurers will make a deduction for wear and tear or gradual deterioration.

Insurers will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building** which forms part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part.

REINSTATEMENT

The sum insured under this Section shall NOT be reduced following the payment of a claim provided that **You** agree to carry out insurers' recommendations to prevent further loss or damage.

LIMIT OF INSURANCE

The liability of insurers for any loss or damage shall not exceed the sum(s) insured for each Premises separately stated in the schedule.

UNDERINSURANCE

The liability of insurers shall not exceed such proportion of any loss or damage as the sum(s) insured bears to the full cost of reconstruction in its present form for each premises separately stated in the schedule.

SECTION 2 - LANDLORD'S CONTENTS PERILS COVERED

This Insurance covers Contents for loss or damage directly caused by:

1. fire, lightning, explosion or earthquake

2. aircraft and other flying devices or items dropped there from

3. storm, tempest or flood

Other than

- a) property in the open.
- b) for loss or damage caused by subsidence, heave or landslip other than as covered under peril 9.
- c) caused by rising water table levels.

4. escape of water from and frost damage to fixed water tanks, apparatus or pipes

Other than

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.
- b) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

5. escape of oil from domestic fixed oil-fired heating installation and smoke damage resulting from a defect in any fixed domestic heating installation

Other than

- a) for loss or damage due to wear and tear or gradually deterioration.
- b) loss or damage caused by gradual emission.
- c) for loss or damage caused by faulty workmanship.
- d) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- e) any amount in **Excess** of £1,000.

6. theft or attempted theft

Other than

- a) for loss or damage whilst the **Buildings** are lent, let or sublet UNLESS such loss or damage is consequent upon violent and forcible entry.
- b) by any tenant or person lawfully on the premises.
- c) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- d) any amount in **Excess** of £500 or 3% of the sum insured under Section 2, whichever is the greater, in respect of contents within detached domestic outbuildings and garages or in the open.

7. impact by any vehicle or animal

8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or any person of malicious intent

Other than

- a) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- b) any tenant or person lawfully on the premises.

9. subsidence, landslip or heave of the site upon which the Building stands

Other than

- a) loss or damage for which compensation has been provided or would have been but for the existence of this Insurance, under any contract or legislation or guarantee.
- b) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions.
- c) for loss or damage due to coastal erosion.
- d) for loss or damage arising from faulty workmanship, defective plans or the use of defective materials.

- e) for loss or damage to solid floors unless the walls are damaged at the same time by the same event.
- f) the first £1,000 of every claim.

10. falling trees, telegraph poles or lamp-posts

Other than

for loss or damage caused through lopping, topping and/or felling.

THIS SECTION PROVIDES ADDITIONAL COVER FOR: -

Costs of alternative accommodation necessarily incurred by You, if the Buildings are rendered uninhabitable by any of the perils covered

Other than

Any amount in **Excess** of 10% of the sum insured on the contents of the **Buildings** damaged or destroyed.

EXCLUSIONS APPLICABLE TO SECTION 2

Loss or damage involving:

- a) Motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft and accessories attached thereto.
- b) Animals.
- c) Any part of the **Buildings**.
- d) Any property specifically insured against the perils covered hereby under any other insurance.
- e) Wearing apparel.
- f) Pedal cycles.

CONDITIONS THAT APPLY TO SECTION 2

BASIS OF CLAIMS SETTLEMENT

In the event of the total loss or destruction by any of the insured perils of any article, the basis of settlement shall be the cost of replacing the articles new, PROVIDED THAT the article is substantially the same as, but not better than the original article when new and that You incur the cost of replacement. Insurers will not pay for the cost of replacing or repairing any undamaged part(s) of the Contents which form(s) part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part.

The insurers shall be entitled at their sole option to repair, replace or pay for any article lost or damaged, whether wholly or in part.

REINSTATEMENT

The sum insured under this section shall NOT be reduced following the payment of a claim provided that You agree to carry out insurers' recommendations.

LIMIT OF INSURANCE

The liability of insurers for any loss or damage shall not exceed the sum(s) insured for the Contents of each premises separately stated in the schedule.

UNDERINSURANCE

The liability of insurers shall not exceed such proportion of any loss or damage as the sum(s) insured bears to the total value for the Contents of each Premises separately stated in the schedule.

GENERAL CONDITION APPLICABLE TO THE WHOLE OF THIS INSURANCE

You must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

YOUR DUTY

You shall take all reasonable steps to prevent loss, damage or accident and maintain the **Buildings** in a good state of repair. All protections provided for the safety of the **Building** specified in the schedule must be maintained in good order and be in use at all times when the **Building** is left unattended or when the occupants have retired for the night.

NOTICE OF CHANGE OF OCCUPANCY

It is a condition precedent to the liability of insurers that **You** or **Your** authorised representative shall notify insurers if the **Buildings** as specified in the schedule become let under different circumstances, or become regularly left unattended. Upon receipt of this notice insurers reserve the right to amend the terms and conditions of this insurance.

MORE THAN ONE PRIVATE DWELLING

It is understood and agreed that each private dwelling, insured hereunder, is deemed to be covered as though separately insured.

NOTICE OF WORKS CLAUSE

It is a condition precedent to the liability of insurers that **You** shall notify insurers prior to the commencement of any conversions and extensions to the **Buildings** at the premises specified in the schedule. Upon receipt of this notice insurers reserve the right to amend the terms and conditions of this Insurance.

CANCELLING YOUR COVER

STATUTORY CANCELLATION RIGHTS

You may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the cancellation period) by returning it to **Your** broker during the cancellation period. There is no refund of premium in the event of a total loss claim. However, in all other cases, **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. In the event of a total loss, if **You** are paying by instalments, **You** will either have to continue with the instalment payments until the policy renewal date or **We** may at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

CANCELLATION OUTSIDE THE STATUTORY PERIOD

You may cancel this policy at any time by providing prior written notice to **Your** broker. Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the policy renewal date or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

We reserve the right to cancel the policy by providing 21 days' prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above.

NON PAYMENT OF PREMIUMS

We reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

In respect of all sections OTHER THAN Sections 3 this Insurance does NOT COVER: -

- a) Radioactive Contamination and Nuclear Assemblies Exclusion.
 1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss;
 2. any legal liability of whatever nature, directly or indirectly caused by or contributed to by or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- b) War Exclusion - Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- c) any loss or damage caused intentionally by the tenant residing in the **Building** or other people lawfully on the premises.
- d) any loss or damage resulting from confiscation or detention by customs or other officials and authorities.
- e) Loss or damage from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- f) Any indirect loss.
- g) Any reduction in market value of the **Buildings** as a result of repair or reinstatement.
- h) Wear and tear, rusting or corrosion; wet or dry rot or fungus or any gradually operating cause.
- i) any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion "terrorism" means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group 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. However losses caused by or resulting from riot attending a strike civil commotion and malicious damage are not excluded hereunder.

CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

OTHER INSURANCE

There shall be no liability under this Insurance in respect of any claim where **You** are entitled to indemnity under any other insurance EXCEPT in respect of any **Excess** beyond the amount which would have been covered under such other insurance had this Insurance not been effected.

PROCEDURE

It is a precedent to the liability of insurers that following any happening likely to give rise to a claim **You** shall :-

- a) as soon as reasonably possible and in no circumstances beyond 30 days of the incident, notify insurers with full details, complete a claim form and provide all required information and assistance.
- b) for all claims in respect of damage or loss obtain a minimum of two detailed estimates unless otherwise agreed, only undertake emergency work to prevent further loss and not under any circumstances effect full repairs without insurers' prior consent.
- c) Notify the Police immediately upon discovery of loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion or the disappearance of valuable items and obtain the Crime Reference Number.
- d) Under no circumstances admit liability for, nor offer to agree to settle any claim without the written consent of insurers who shall be entitled to take over and conduct in **Your** name the defence of any claim and to prosecute in **Your** name for insurers' benefit, any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and settlement of any claim.
- e) **You** must take all reasonable steps to recover missing property.
- f) **You** must take all reasonable steps to prevent further damage.

FRAUDULENT OR FALSE CLAIMS

You must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

- make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or
- make a statement in support of a claim knowing the statement to be false in any respect or
- submit a document in support of a claim knowing the document to be forged or false in any respect or
- make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

Then:

- **We** shall not pay the claim
- **We** shall not pay any other claim which has been or will be made under the policy
- **We** may at **Our** option declare the policy void
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy since the last renewal date
- **We** shall not make any return premium
- **We** may inform the police of the circumstances

ENDORSEMENTS

The following endorsements only apply if they are specified on **Your** schedule. Where applicable, the endorsement must be complied with fully as failure to do so will invalidate any future claims.

1. ALARM ENDORSEMENT

This insurance excludes theft or attempted theft claims under Sections 1 and 2 unless :-

- a) the burglar alarm is in full and effective operation:-
 - i) whenever the **Building** specified in the schedule is left unattended,

ii) at night

b) the burglar alarm system has been maintained in good order under a maintenance contract with a company which is a member of NACOSS (National Approved Council of Security Systems).

2. CLIMATIC CONDITIONS ENDORSEMENT - Not in use on this policy**3. THEFT LIMITATION ENDORSEMENT**

This insurance excludes claims under Section 1 and 2 resulting from theft or attempted theft unless following violent and forcible entry.

4. NON-STANDARD CONSTRUCTION ENDORSEMENT

In consideration of the additional premium paid it is agreed that the term 'standard construction' as defined in Sections 1 and 2 does not apply to the **Building** specified in the schedule.

5. SUBSIDENCE, LANDSLIP OR HEAVE EXCLUSION ENDORSEMENT

This insurance excludes claims under Section 1 and 2 resulting from subsidence, landslip or heave.

6. FLOOD EXCLUSION ENDORSEMENT

This insurance excludes claims under Sections 1 and 2 resulting from :-

- a) the escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal, dam;
- b) inundation from the sea; or
- c) flood resulting from storm or any other peril other than escape of water from fixed water tanks, apparatus or pipes.

7. CONTRACTORS EXCLUSION ENDORSEMENT

This insurance excludes any claims arising out of the activities of contractors.

8. INDEX-LINKING ENDORSEMENT

The sums insured in Section 1 and 2 will be adjusted each month in accordance with the following indices: Section 1 (Buildings): The House Rebuilding Costs Index issued by the Royal Institute of Chartered Surveyors
Section 2 (Contents) : The Consumer Durable section of the General Index of Retail Prices or its equivalent. No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised sums insured.

9. THATCH ENDORSEMENT

This insurance excludes claims under Section 1 and 2 unless the following warranties are fully complied with and evidence of compliance is retained for **Our** inspection on request :-

- a) Chimney Warranty - All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and professionally cleaned once a year prior to winter use.
- b) Thatchburn Warranty - If old thatch is burnt this must be more than 100 metres from the **Building**.
- c) Naked Flame Warranty - No naked flame or tools producing naked flames are to be present in the attic or loft space of the **Building** at any time.

10. MORTGAGEES INTEREST ENDORSEMENT

The interest of the Mortgage Provider noted on the schedule will not be prejudiced by any act of neglect by **You** or the occupier of the insured **Building** whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgage

Provider so long as the Mortgage Provider notifies **Us** and pays an additional premium if required once aware of any such act of neglect.

11. PROTECTIONS ENDORSEMENT

All protections provided for the safety of the Building specified in the schedule must be maintained in good order and be in use at all times when under **Your** control and the **Building** is left unattended or when the occupants have retired for the night.

12. £250 EXCESS ENDORSEMENT

An **Excess** of £250 will be deducted from all claims under Section 1 and 2.

13. £500 EXCESS ENDORSEMENT

An **Excess** of £500 will be deducted from all claims under Section 1 and 2.

14. RESTRICTED PERILS ENDORSEMENT

The **Building** specified in the schedule is covered against loss or damage directly caused by the perils of Fire, Lightning, Explosion and Aircraft only.

15. UNOCCUPANCY ENDORSEMENT

If the **Building** specified in the schedule is left **Unoccupied** for 14 days or more :-

- a) the **Building** must be inspected at least once every 14 days by **You** or **Your** representative and a detailed record retained for **Our** inspection on request, showing dates visited, who attended and observations made.
- b) the gas and water supplies must be turned off and the water system drained.
- c) The electricity supply must be turned off unless required to maintain a security system.
- d) all letter boxes and other openings must be sealed securely if the unoccupancy is for a period of 30 days or more.
- e) external door locks of a reasonable standard for the protection of the **Building** must be fitted and in use at all times.

16. £100 EXCESS ENDORSEMENT

An **Excess** of £100 will be deducted from all claims under Section 1 and 2.

17. £50 EXCESS ENDORSEMENT

An **Excess** of £50 will be deducted from all claims under Section 1 and 2.

18. DATE CHANGE ENDORSEMENT

We will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer related equipment that fails to recognise any date change.

19. MALICIOUS DAMAGE ENDORSEMENT

This Insurance excludes Malicious Damage cover to the **Building** specified in the schedule where such damage is caused by tenants or other people lawfully on the premises.

20. MONTHLY PAYMENT ENDORSEMENT

It is understood and agreed that this insurance runs from month to month and that continuation of cover is dependent upon **Your** paying the premium for each month's cover. **We** will normally only review **Your** premiums once per annum.

22. FLAT ROOF ENDORSEMENT

The flat roof of the **Building** specified in the schedule must have been inspected, repaired, renovated or replaced no more than two years prior to inception of this Insurance and records of this inspection and repair must be made available to **Us** on request. Future inspection, repair, renovation and replacement where necessary will take place at least once every five years and records of inspection and repair retained for **Our** inspection on request.

23. MINIMUM SECURITY ENDORSEMENT

This insurance excludes claims for theft under Sections 1 and 2 unless the following are fitted and are used for the protection of the **Building** specified in the schedule when the property is left unattended or when occupants retire for the night :-

- a) external doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621)
- b) patio doors: in addition to central locking devices, key operating bolts to top and bottom opening sections.
- c) windows: Key operated security locks to all ground floor and other accessible windows.

23a. MALICIOUS DAMAGE AND THEFT BY THE TENANTS (up to a limit of £5,000)

We will pay up to £5,000.00 for any one claim arising from malicious damage, theft or attempted theft by the tenant or person lawfully on the premises under the operative sections as shown on your policy schedule.

24. UK HOLIDAY HOME ENDORSEMENT

The maximum period the **Buildings** may be **Unoccupied** for restricted perils to be applied under Sections 1 and 2 is increased from 30 days to 90 days at anyone time.

If the **Building** specified in the schedule is left **Unoccupied** for 30 days or more :-

- a) the **Building** must be inspected at least once every 30 days by **You** or **Your** representative and a detailed written record retained for **Our** inspection on request, showing dates visited, who attended and observations made.
- b) the gas and water supplies must be turned off and the water system drained OR the central heating must be set for a continual minimum temperature of 13°C during the period 1st November to 1st April.
- c) the electricity supply must be turned off unless required for central heating as in b) above, or to maintain a security system.

25. ILLEGAL ACTIVITIES EXCLUSION

It is hereby noted and agreed that we will not pay for any loss or damage caused as a result of the property being used for illegal activities.

26. ESCAPE OF WATER EXCESS

It is hereby noted and agreed that we will not pay the first £250 of any claim for loss or damage arising from an Escape of Water.

COMPLAINTS PROCEDURE & REGULATORY INFORMATION

Brian Thornhill & Son are Insurance Brokers and offers this policy only in respect of this class of business. No comparison is made by Brian Thornhill & Son to other insurance products that may be available from other companies.

Step One - initiating your complaint:

It is the intention to give you the best possible service but if you do have any questions or concerns about this Insurance or the handling of a claim you should in the first instance contact:

Complaints Manager, Brian Thornhill & Son (Insurance Brokers), 704 Huddersfield Road, Ravensthorpe, WF13 3HU. Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

Step Two - if you remain dissatisfied:

If your complaint is one of the few that cannot be resolved by this stage write to Millburn Insurance Company customer relations team who will review the details of your case and arrange for an investigation on behalf of the Chief Executive: Customer Relations Office, Coppergate House, 16 Brune Street, London E1 7NJ or telephone 0845 094 4314 or fax 0845 094 4316.

The Customer Relations Manager will conduct an investigation and full review of your complaint, which will be concluded by issuing a final response letter.

Step Three - beyond Millburn Insurance Company:

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 after we have provided you with written confirmation that our internal complaints procedure has been exhausted.

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

Please note you have 6 months from the date of our final response in which to refer to your complaint to the FOS.

Referral to the FOS will not affect your right to take legal action against us.

Important Note

The Ombudsman can only consider your complaint if you have already given us the opportunity to resolve it.

Compensation Scheme

Millburn Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation from the scheme depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Authorised and regulated by the Financial Services Authority
InterCounty Insurance is a trading name of
Brian Thornhill & Son.

European Risk Insurance Company

EUROPEAN RISK INSURANCE COMPANY

Skipholtí 50d
105 Reykjavík
Iceland

mail: info@erichf.com

PROPERTY OWNERS/MANAGING AGENTS THIRD PARTY (PUBLIC 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

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

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. 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.

B. 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.

C. 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.

D. 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

E. 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.

F. 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.

G. 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/Belligerent Acts**

liability caused by or arising from any deliberate/belligerent act or omission by or on behalf of the Insured.

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 C or D.

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 directly or indirectly out of, resulting from, in consequence of, or in any way involving asbestos or silica or any 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. Structural Alterations/Building Work

liability caused by or arising from any structural alterations or any building work (other than incidental repair or minor maintenance work) to any premises owned, rented or managed by the Insured.

19. Making Good

the cost and expenses incurred of making good replacement or reinstatement of materials or Goods supplied or defective work carried out by or on behalf of the Insured.

20. 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

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;
 - (g) 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

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.