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PACKAGE
INSURANCE
POLICY
WORDING

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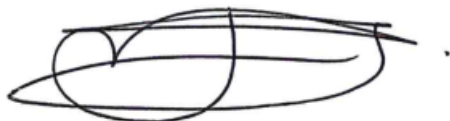
PACKAGE INSURANCE

This is to certify that in accordance with the authorisation granted under a Contract (as identified in the **Schedule**) to the **Coverholder** specified in the **Schedule** by the **Insurer(s)** listed therein, and in consideration of the premium specified having been paid, the **Insurer** agrees to provide insurance to the extent and in the manner specified herein or endorsed hereon.

Provided always that:

- (1) the liability of the **Insurer** shall not exceed the Limits of Liability or **Sums Insured** expressed in the **Schedule** or contained herein or such other Limits of Liability or **Sums Insured** as may be substituted by **Endorsement** and agreed by them or on their behalf.
- (2) this insurance provides cover only in respect such **Sections** of the **Schedule** as are specified as being included or have a Limit of Liability or **Sum Insured** shown against them.
- (3) this insurance is subject to all the provisions, conditions, warranties and exclusions contained within the body of the wording or endorsed or added thereto, all of which are to be considered as incorporated and shall be read together as one document.

This **Policy** has been issued and signed for and on behalf of the **Insurer** by



Jason Anthony
Chairman
MGAM
Authorised signatory.

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CUSTOMER INFORMATION STATEMENTS

This insurance contract is an important document that **You** should read and store carefully. It sets out what is and is not covered under the insurance cover **You** have purchased and explains key contractual obligations that apply to **You** and to **Us**.

This **Policy** consists of:

1. the **Schedule** (in a separate document),
2. these Customer Information Statements,
3. **Sections A-E**, which set out the covers provided by each **Section** and their specific terms,
4. the Extensions to **Sections C, D and E**,
5. the Definitions, General Exclusions and General Conditions; plus
6. any **Endorsements** (in a separate document if issued),

all of which are to be read as one contract (together the "**Policy**").

The insurance cover provided under each of **Sections A-E** of this **Policy** is subject to:

- (i) the **Section** being stated as included in the **Schedule**; plus
- (ii) any terms, Conditions, Extensions and Exclusions which are specific to the relevant **Section**; plus
- (iii) all the General Exclusions and General Conditions set out within this **Policy**.

Words and terms starting with an upper-case letter which are printed in bold type have special meaning and are defined in the Definitions section. Insofar as such words and terms have a special meaning in relation to specific **Sections**, they are defined in the relevant **Section** itself.

The **Coverholder** has a delegated authority agreement with **Us**. As such, the **Coverholder** represents **Us** when they interact with **You** about this insurance **Policy**. This document has been issued by the **Coverholder** as **Our** agent.

Please read the **Schedule** carefully and if it is incorrect return it as soon as reasonably practicable to **Your** insurance broker or intermediary for alteration.

It is essential that:

- **You** check that each of the insured **Sections** and the **Schedule** are correct.
- **You** comply with **Your** duties under each **Section** and under this insurance as a whole.

This document should be kept in a safe place as **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability certificates for at least 40 years.

You have a duty at inception and renewal of this insurance and a continuing duty throughout the **Period of Insurance** to disclose and to make a fair presentation of all facts that are material to **Us** including those relating to any claim. If **You** have any doubt as to whether or not a fact is material **You** should disclose it to **Us**.

You must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums.

In all communications the **Policy** number specified in the **Schedule** should be quoted.

Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

The headings in this **Policy** are for reference only and shall not be considered when determining the meaning of this **Policy**.

Your insurance may be invalidated if **You** have failed to comply with any of the terms and conditions of this **Policy**.

The Coverholder

The **Coverholder** shall mean the **Coverholder** specified in the **Schedule** (referred to herein as the **Coverholder**).

The **Coverholder** is authorised and regulated by the Financial Conduct Authority (the “FCA”) – their FCA firm reference number is specified in the **Schedule**.

Several Liability

This notice contains important information. **You** should read it carefully.

The liability of an insurer under this insurance is several and not joint with other insurers party to this insurance. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this insurance.

The proportion of liability under this insurance underwritten by an insurer (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this insurance.

In the case of a Lloyd’s syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member’s proportion. A member is not jointly liable for any other member’s proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this insurance. The business address of each member is Lloyd’s, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd’s syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd’s, at the above address.

Although reference is made at various points in this notice to “this insurance” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

What to do if You have a complaint

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

In the first instance please contact **Your** insurance broker or intermediary who arranged this insurance for **You** or contact the **Coverholder** using the details specified in the **Schedule**.

If **Your** complaint is not resolved to **Your** satisfaction please contact MGAM by email: complaints@mgamutual.com

Details of any internal complaint-handling procedures are available on request.

If **You** remain dissatisfied after MGAM have considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS) using the details shown below.

Financial Ombudsman Service

Contact details for the FOS are:

The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK) or
0300 123 9123 (calls to this number are charged at the same rate as 01 and 02
numbers on mobile phone tariffs in the UK).

Email: complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at www.financial-ombudsman.org.uk

The FOS’s decision is binding upon **Us**, but **You** are free to reject it without affecting **Your** legal rights.

Accepting an award made by the FOS may affect **Your** rights to subsequently take legal action.

Compensation Scheme

We contribute to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if **We** are unable to meet **Our** liabilities. For compulsory insurance **You** may be entitled to compensation up to 100% of the claim. For non-compulsory types of insurance **You** may be entitled to compensation of up to 90% of the claim.

Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY
Telephone: 0207 741 4100 or 0800 678 1100

or **You** can visit their website at www.fscs.org.uk

Your insurance and the information disclosed by You

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** insurance as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information and that it was not deliberate or reckless on **Your** part, it can still adversely affect **Your** insurance and any claim.

For example:

- (a) where **We** could have accepted the risk and offered **You** an insurance but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under this insurance. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** will only pay 25% of any claim.

- (b) **We** may treat this insurance as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker or intermediary. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented.
- (c) if **We** would have written the risk on different terms had it been fairly presented, **We** may amend this insurance to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made.
- (d) **We** may cancel **Your** insurance in accordance with its cancellation provisions.

We will write to **You** if **We**:

- (i) intend to treat **Your** insurance as if it never existed; or
- (ii) amend the terms of **Your** insurance; or
- (iii) reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete or if the information changes, **You** must inform **Us** without delay. **We** will be entitled to vary the premium and the terms for the rest of the **Period of Insurance** or, if the changes make the risk unacceptable to **Us**, **We** are under no obligation to make them and may no longer be able to provide **You** with insurance cover in which case **We** may cancel **Your** insurance cover in accordance with the cancellation provisions.

Observance of insurance terms and suspension of cover

Every condition precedent that applies to this insurance (whether to one or more **Sections** or this insurance as a whole) shall apply and continue to be in force during the whole currency of this insurance. If **You** breach any such condition precedent cover will be suspended for the period from the date of the breach until the breach has been remedied.

We will have no liability under this insurance in respect of any loss occurring or attributable to something happening during a period of non-compliance with a condition precedent unless **You** can prove that the breach of the condition precedent could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Your right to cancel

In the first year of this insurance **You** have the right to cancel this insurance within 14 days of receiving the contract documentation or from the day of the conclusion of the contract, whichever day is the later, and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be considered that **You** will have received the insurance documents upon the day following the date they were posted to **You** by first class post or were supplied to **You** electronically or **You** were supplied with the means by which **You** could access them electronically.

If **You** do cancel this insurance within the initial 14-day period, then no cover will have been in place from the date of inception, as specified in the **Schedule**, and no liability whatsoever shall attach to **Us** in respect of this insurance.

If **You** do not exercise **Your** right of cancellation within the initial 14-day period, this insurance will automatically come into force from the inception date specified in the **Schedule** and **You** be liable to pay the full premium. Following the expiry of the initial 14-day period, this insurance may be cancelled at any time at **Your** written request. **We** reserve the right not to allow a return of premium.

If **You** exercise **Your** right to cancel this insurance and **You** have made a claim hereunder then no refund of premium will be allowed.

To exercise **Your** right to cancel please contact the insurance broker or intermediary who arranged this cover for **You**.

The law that governs the interpretation of this insurance

All disputes concerning the interpretation of this insurance are understood and agreed by both **You** and **Us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England or Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court. In the event that, at the commencement of the **Period of Insurance**, **You** are resident in (or if **You** are a business, **Your** registered office or principal place of business is situated in) Scotland or Northern Ireland then the law of that country will apply.

Claims notification

All claims under this insurance are to be notified to **Us** using the following method and quoting the **Policy** number:

Please notify **Our** appointed claims representatives using the contact details specified in the **Schedule**.

Privacy Notice

by MGAM (the intermediary acting on behalf of the **Insurers**)

as specified in the **Schedule**.

by Convex Insurance UK Limited (the **Insurer**)

The **Insurer**, Convex Insurance UK Limited, collects and processes data, in order to deliver insurance services such as providing **You** with a quote, processing claims and administration purposes. The **Insurer** also processes data for recruitment purposes, relationship management and dealing with complaints.

The data that the **Insurer** collects from **You** and how the **Insurer** processes that data will depend on their relationship with **You**. Consequently, the **Insurer** will collect relevant data dependent on whether **You** are an applicant (policyholder), a beneficiary, a claimant, a witness, a broker, a potential **Employee** or a third party. The type of personal information the **Insurer** may collect will depend on the purpose for which it is collected.

The **Insurer** will process **Your** data for a number of purposes and these will be conducted under a 'lawful basis for processing' which means that they have a legitimate interest in processing **Your** data.

The **Insurer** will keep personal data confidential and will only share it where necessary.

Under data protection law **You** have a number of rights in relation to the personal data held. **You** can exercise those rights by contacting the **Insurer** at any time.

The **Insurer's** full Privacy Notice is available at www.convexin.com. If **You** would like further information about any of the matters in this notice or have other questions about how the **Insurer** collects, stores or uses personal data, contact their Data Protection Officer at dataprotectionofficer@convexin.com or by writing to Data Protection Officer, Convex Insurance UK Limited, 52 Lime Street, London, EC3M 7AF.

DEFINITIONS

This section sets out the specific meaning given to certain words and terms used in this **Policy**.

These definitions apply to all of this insurance contract (including the **Schedule**) wherever these words or phrases appear starting with an upper-case letter and printed in bold except where otherwise stated. Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.

Each **Section** or Extension may include definitions unique to that **Section** or Extension.

Perils Definitions

- 1) **Fire** (whether resulting from **Explosion** or otherwise) but excluding **Damage** caused by:
 - (a) **Explosion** occasioned by fire.
 - (b) **Earthquake** or **Subterranean Fire**.
 - (c) **Damage** to **Property** occasioned by its own **Spontaneous Fermentation, Heating or Combustion** or its undergoing any process involving the application of heat.
- 2) **Lightning**.
- 3) **Explosion** but excluding **Damage**:
 - (a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control.
 - (b) in respect of and originating in any vessel machinery or apparatus or its contents belonging to **You** or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service.
- 4) **Aircraft** and other aerial devices or articles dropped therefrom excluding **Damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 5) **Riot, Civil Commotion, Strikers, Locked-Out Workers**, or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding **Damage**:
 - (a) arising from cessation of work or from confiscation or destruction or requisition by order of the government or any public authority.
 - (b) by **Fire** caused by **Strikers, Locked-Out Workers** or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.
- 6) **Malicious Persons** not acting on behalf of or in connection with any political organisation excluding:
 - (a) **Damage** by **Theft** or **attempted Theft**.
 - (b) **Damage** in respect of any **Unoccupied Building**.
- 7) **Earthquake**.
- 8) **Subterranean Fire**.
- 9) **Spontaneous Fermentation, Heating or Combustion** of **Property** resulting in **Fire**.
- 10) **Breakage or Collapse of radio and television aerials, aerial fittings and masts**.
- 11) **Escape of Fuel Oil** from any fixed heating installation, tank, apparatus or pipe excluding **Damage** in respect of any **Unoccupied Building**.
- 12) **Impact** by any road vehicle or **Animal**.
- 13) **Storm** excluding **Damage**:
 - (a) by **Lightning**, frost, **Subsidence, Ground Heave or Landslip**.
 - (b) to fences, gates and moveable **Property** in the open unless the **Building** is also **Damaged** at the same time.

- (c) to open sided or open fronted **Buildings** or to the **Property** contained therein.

14) Flood excluding Damage:

- (a) attributable solely to changes in the water table level.
- (b) by **Lightning**, frost, **Subsidence**, **Ground Heave or Landslip** or **Storm**.
- (c) to fences, gates and moveable **Property** in the open unless the **Building** is also **Damaged** at the same time.
- (d) **Escape of Water from Water Tanks, Apparatus or Pipes**.

15) Escape of Water from Water Tanks, Apparatus or Pipes excluding **Damage** in respect of any **Unoccupied Building**.

16) Subsidence, Ground Heave or Landslip excluding **Damage**:

- (a) arising from the settlement or movement of made-up ground or by coastal or river erosion.
- (b) occurring as a result of the construction, demolition, alteration or structural repair of any **Property** at the **Premises**.
- (c) arising from the settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof, settlement or bedding down of new structures or extensions.
- (d) occurring prior to the inception date of this insurance.
- (e) caused by subsidence, ground heave of any part of the site on which the **Buildings** stand or landslip resulting from groundworks or excavation at the **Premises**.
- (f) caused by subsidence, ground heave of any part of the site on which the **Buildings** insured stand or landslip to the yards, car parks, roads, pavements, walls, gates and fences unless the **Buildings** are affected at the same time.

17) Theft or Attempted Theft:

- (a) involving forcible and violent entry to or exit from **Buildings**
- (b) following assault or violence or threat of assault or violence to **You** or any of **Your** partners, directors or **Employees** or members or their families or any other person lawfully on the **Premises**
- (c) including **Damage** to the **Premises** for which **You** are responsible as a result of (a) above
- (d) involving forcible and violent entry to or exit from vehicles

but **We** exclude **Damage**:

- (i) caused by **You** or any of **Your** partners, directors or **Employees** or any other person to whom **Property** has been entrusted apart from when in collusion with any **Employee** and where such **Damage** involves forcible and violent entry to or exit from the **Buildings** or vehicle.
- (ii) in respect of:
 - (A) coin and similarly operated gaming and or amusement machines or their contents
 - (B) money or stamps, bonds, bills of exchange, promissory notes, securities for money or coins
 - (C) growing crops or trees, furs, jewellery, gold, silver or other precious metals or precious stones or curiosities, works of art or rare books
 - (D) livestock other than any **Stock** of **Animals** held by **You** in the course of **Business**
 - (E) to **Property** in gardens, yards, open spaces or in open sided or fronted **Buildings** or in **Buildings** not on permanent foundations
 - (F) any **Property** more specifically insuredunless **We** state otherwise in the **Schedule**.

18) Accidental Damage excluding:

- (a) **Damage** or consequential loss caused by:
 - (i) perils 1 to 17 inclusive above and the causes excluded therein.
 - (ii) (I) inherent vice, latent defect, gradual deterioration, gradually operating cause, wear and tear, faulty or defective design or materials

- (II) faulty or defective workmanship, operational error or omission on **Your** part or on the part of any of **Your Employees**

but this shall not exclude subsequent **Damage** or consequential loss which itself results from a cause which is not otherwise excluded.

- (iii) (I) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- (II) change in temperature, colour, flavour, texture or finish
- (III) mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude **Damage** to surrounding **Property** not forming part of the same machine, apparatus or equipment

but this shall not exclude such **Damage** or consequential loss which itself results from a cause which is not otherwise excluded.

- (iv) (I) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
- (II) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information

but this shall not exclude such **Damage** or consequential loss which itself results from a cause which is not otherwise excluded or subsequent **Damage** or consequential loss which itself results from a cause which happens afterwards and is not otherwise excluded.

- (v) electrical or magnetic disturbance or erasure of electronic recordings.
- (vi) acts of fraud or dishonesty.
- (vii) **You** voluntarily parting with title or possession of any **Property** or rights to **Property**.
- (viii) confiscation, requisition, seizure or destruction by order of the government or any public authority.
- (ix) cessation of work.
- (x) the solidification of molten material unless such **Damage** is directly caused by any other **Specified Peril** not otherwise excluded.

(b) **Damage** to:

- (i) **Buildings** or structures caused by their own collapse or cracking or consequential loss arising therefrom but this shall not exclude such **Damage** or consequential loss which itself results from a cause which is not otherwise excluded
- (ii) **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** in course of construction or erection
- (iii) fences, gates and moveable **Property** in the open by wind rain hail, sleet, snow, **Flood** or dust
- (iv) vehicles (other than forklift trucks) and vehicle accessories thereon licensed or intended to be licensed for road use, caravans, trailers, railway locomotives, rolling stock, watercraft or **Aircraft**
- (v) livestock, growing crops or trees
- (vi) jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art
- (vii) fixed glass, glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects
- (viii) money, cheques, stamps, bonds, credit cards, or securities of any description
- (ix) land, roads, pavements, piers, jetties, bridges, culverts or excavations
- (x) computer systems records
- (xi) **Property** in transit

or consequential loss resulting therefrom.

(c) **Damage** resulting from **Property** undergoing:

- (i) any process of production
 - (ii) any process of packaging, treatment, testing, commissioning, cleaning, servicing, repair or any other similar process but this will not exclude **Damage** to surrounding **Property**:
 - (A) not forming part of the same machine
 - (B) not forming part of the same process of production or the same process of packaging, treatment, testing, commissioning, cleaning, servicing, repair or any other similar process
- or consequential loss resulting therefrom.

Other Definitions

- 1) **Animal(s)** means:
any living creature including but not limited to livestock, birds, fish, vermin or insects.
- 2) **Asbestos** means:
asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.
- 3) **Bodily Injury** means:
physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.
- 4) **Buildings** means:
the home at the **Premises** including:
 - (a) fixtures and fittings and decorations.
 - (b) unless more specifically insured small outbuildings, garages, annexes and extensions.
 - (c) lines, wires, service pipes and other like equipment belonging to **You** or for which **You** are responsible.
 - (d) walls and (except insofar as **Section A** covers **Storm and Flood**) gates and fencing.
- 5) **Business** means:
Your business as stated in the **Schedule**.
- 6) **Business Equipment** means:
equipment used in connection with the **Business** and includes fixtures, fittings, utensils, machinery and plant. tools of trade, portable hand tools (including power driven portable hand tools), ladders, business and office equipment, **Computers** and software but excluding **Stock**.
- 7) **Computers** means:
Computer equipment (including fixed disks and interconnecting wiring) used for electronic processing, communication and storage of data and ancillary equipment pertaining thereto and used in conjunction therewith.
- 8) **Contractual Liability** means:
liability attaching to **You** by virtue of a contract but which would not have attached in the absence of such contract.
- 9) **Damage** means:
physical loss or destruction or damage.
- 10) **Employee** means:
 - (a) any person under a contract of service or apprenticeship with **You**
 - (b) any labour master or labour only subcontractor or person supplied or employed by them
 - (c) any self-employed person
 - (d) any person hired to or borrowed by **You**
 - (e) any person engaged under a work experience, youth training or similar scheme
 - (f) any voluntary helper
 - (g) any outworker or homeworkerunder **Your** control and supervision while working for **You** in connection with **Your Business**.
This definition shall not include any bona fide sub-contractor.
- 11) **Endorsement(s)** means:
the document(s) detailing modifications made to the cover provided under this insurance and/or the **Section(s)** thereof.

- 12) **Excess** means:
the first amount of each and every claim or the first amount of each and every **Occurrence**, whichever is specified in the **Schedule**, as ascertained after the application of all other terms and conditions of this **Policy**, that is to be paid by **You** and which **We** are not liable to pay.
- 13) **Insured/You/Your** means:
the person or corporate body or organisation detailed in the **Schedule**.
- 14) **Insurer/Our/Us/We** means:
insurer(s) whose identity is stated in the **Schedule**.
- 15) **Occurrence** means:
any accident, event, events of a series, injury, continuous or repeated injurious exposure to substantially the same general conditions arising out of one originating cause which results in **Bodily Injury** or **Damage to Property** neither expected nor intended by **You**.
- 16) **Period of Insurance** means:
the period stated in the **Schedule** or any subsequent period for which **We** agree to accept payment of premium.
- 17) **Pollution or Contamination** means:
(a) pollution or contamination of buildings or structures or of water or land or the atmosphere
and
(b) all loss, **Damage to Property** or **Bodily Injury** directly or indirectly caused by or arising from such pollution or contamination.
- 18) **Premises** means:
the **Buildings** and the land inside the boundaries of the risk address(es) as shown in the **Schedule**.
- 19) **Principal** means:
any person, employer, firm, company, ministry or authority for whom **You** carry out a contract for the performance of work.
- 20) **Product Supplied** means:
any product or thing (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported or delivered by **You** in the course of **Your Business** from premises within the **Territorial Limits**.
- 21) **Property** means:
material property.
- 22) **Schedule** means:
the document stating the operative **Section(s)** **You** have chosen, the **Period of Insurance**, details of **Your Business**, the Limit(s) of Liability or **Sum(s) Insured** and/or total **Sum Insured**.
- 23) **Section(s)** means:
the parts of this insurance that detail the cover provided by each individual section of this insurance.
- 24) **Specified Peril** means:
such perils as are defined in the Perils Definitions and are specified in the **Schedule** as being covered.
- 25) **Stock** means:
stock merchandise and materials of trade belonging to **You** or held by **You** in trust or on commission for which **You** are responsible.
- 26) **Sum Insured** means:
Our limit of liability in respect of **Damage to Insured Property** as shown in the **Schedule**.

27) Territorial Limits means:

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

28) 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

29) Unoccupied means:

unoccupied and/or untenanted and not actively used for a period of more than 30 consecutive days.

SECTION A – FIRE AND ADDITIONAL COVERS AT THE PREMISES

Cover under this **Section A** is subject to the Conditions and Exclusions set out within this **Section A**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined below, insofar as they apply specifically to **Section A**, and in the Definitions section of this **Policy**.

Definitions

These definition(s) apply to this **Section** wherever these words or phrases appear starting with an upper case letter and printed in bold except where stated otherwise.

In this **Section**:

1) **Insured Property** means:

- (a) **Business Equipment**,
- (b) **Stock**

as listed in the **Schedule** for this **Section**.

Insuring Clause

If the **Insured Property** or any part of it is **Damaged** while at the **Premises** by a **Specified Peril** during the **Period of Insurance**, **We** cover **You** for such **Damage** and will, at **Our** option, replace or repair or pay for any item or any part thereof that has been so **Damaged** (whether wholly or in part) in accordance with the provisions of the Basis of Settlement condition.

Limit of Liability

The most **We** will pay under this **Section** for each item shall not exceed the **Sum Insured** for such item as stated in the **Schedule** for this **Section** or any limit specified in any Extension to this **Section**.

Exclusions

We will not cover **you** for:

- 1) delay, loss of market, loss of use or subsequent or inevitable loss and/or **Damage** of any kind unless specifically insured as an item under this **Section**.
- 2) **Damage** to motor vehicles and their contents and any other **Property** more specifically insured except in respect of any amount over and above that recoverable under such specific insurance.
- 3) **Damage to Property** which at the time of the happening of such **Damage** is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- 4) **Damage** to any electrical plant, apparatus or conductor due to abnormal currents or self heating but this exclusion shall only apply to that part of the electrical plant, apparatus or conductor in which the **Damage** shall have originated.
- 5) **Damage** directly or indirectly occasioned by or happening through or in consequence of **Riot or Civil Commotion** except as provided for within this **Section**.
- 6) **Damage** to explosives unless specially mentioned as insured by this **Section**.
- 7) **Damage** caused by pollution or contamination except (unless otherwise excluded) **Damage** to the **Insured Property** caused by:
 - (i) pollution or contamination which itself results from a **Specified Peril** but excluding peril 18 (**Accidental Damage**).
 - (ii) any of the perils covered by (i) above which itself results from pollution or contamination.
- 8) **Damage** in respect of any **Stock** of **Animals** held by **You** in the course of **Your Business** caused by peril 18 (**Accidental Damage**).

- 9) the amount of the **Excess** shown in the **Schedule** to this **Section** which **We** will deduct from each and every claim after the application of any applicable condition of Average (underinsurance).

Cover under **Section A** is also subject to the General Exclusions set out in the General Exclusions section of the **Policy**.

General Exclusion 3 (Cyber) does not apply to **Computers Damaged** by a **Specified Peril**, insofar as such **Damage** is covered under **Section A** of the **Policy**.

Conditions

1) Additional Interests

The interest of other parties in this insurance is noted it being understood that in the event of loss **You** will disclose the nature and extent of such other interest.

2) Automatic Reinstatement

In the event of **Damage** insured by this **Section** resulting in a claim being paid hereunder and in the absence of written notice by **Us** or **You** to the contrary within 30 days, the **Sum Insured** will be reinstated automatically as from the date of such payment providing **You** undertake to pay such additional premium as **We** may require.

3) Average

Each item of this **Section** is separately subject to the condition of Average, that is to say, if the **Property** insured by such item shall at the time of any loss be of greater value than the **Sum Insured** for such item, **You** will only be entitled to recover hereunder such proportion of the said loss as the **Sum Insured** by this insurance bears to the total value of the said **Property**.

Note: This Condition does not apply to **Sums Insured** which relate solely to Removal of Debris and Professional Fees.

4) Basis of Settlement

Applicable to each item covering **Business Equipment** unless otherwise stated:

In the event of **Damage** insured by this **Section** to the **Insured Property** the basis upon which the amount payable is to be calculated shall be the reinstatement of the **Property Damaged** subject to the terms, exclusions and conditions of this **Section** except insofar as the same may be varied hereby.

For the purpose of this condition "reinstatement" shall mean the carrying out of the after mentioned work namely:

- (a) where **Property** is lost or destroyed its replacement by similar **Property** in either case to a condition equal to but not better or more extensive than its condition when new.
- (b) where **Property** is **Damaged** the repair of the **Damage** and the restoration of the **Damaged** portion of the **Property** to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

- 1 The work of reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under this **Section** if this condition had not been incorporated herein shall be made.
- 2 When any **Insured Property** under this **Section** is **Damaged** in part only **Our** liability shall not exceed the sum representing the cost which **We** could have been called upon to pay for reinstatement if such **Property** had been wholly destroyed.
- 3 No payment beyond the amount which would have been payable under this **Section** will be made until the cost of reinstatement has been actually incurred.
- 4 Each item insured under this **Section** is declared to be separately subject to the following Condition of Average namely:

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in Reinstatement if the whole of the **Property** covered by such item had been destroyed exceeds the **Sum Insured** thereon at the commencement of any **Damage** **You** will only be entitled to recover hereunder such proportion of the said loss as the **Sum Insured** by this insurance bears to the total value of the said **Property**.

- 5 No payment will be made beyond the amount which would have been payable under this **Section** if this condition had not been operative if at the time of any **Damage** to any **Insured Property** by this **Section** such **Property** is covered by any other insurance effected by **You** or on **Your** behalf which is not upon an identical basis of Reinstatement.
- 6 Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this insurance had this condition not been operative **Our** and **Your** rights and liabilities in respect of any **Damage** shall be subject to the terms of this **Section** as if this condition had not been operative including any Condition of Average.

Applicable to each item covering **Stock** and all other **Insured Property** (other than **Business Equipment**) unless otherwise stated:

The amount payable in respect of **Stock** and all other **Insured Property** that has been totally lost or destroyed will be the value of such **Property** at the time of such loss or destruction or, where such **Property** is partially **Damaged**, **We** will pay, the cost of restoration or repair of such **Damaged** portions of the **Property**, provided that each item subject to this basis of settlement is declared to be separately subject to the following Condition of Average (underinsurance):

If at the time of **Damage** the **Sum Insured** for each item is less than the value of the item insured then **Our** liability shall be limited to that proportion of the **Damage** which the **Sum Insured** bears to the value of the **Property**.

When any **Stock** or other **Insured Property** under this **Section** is **Damaged** in part only **Our** liability shall not exceed the sum representing the cost which **We** could have been called upon to pay for reinstatement if such **Property** had been wholly destroyed.

5) Claims procedure

- (a) In the event of any **Occurrence** which may result in a claim being made under this **Section** **You** will:
- (i) notify **Us** as soon as reasonably practicable using one of the methods described in the Customer Information Statements section near the beginning of this document.
 - (ii) notify the Police Authority as soon as reasonably practicable in respect of **Damage** caused by **Malicious Persons**, theft or loss of any **Property**.
 - (iii) carry out and permit to be taken any action which may be reasonably practicable to minimise or check the loss or recover missing **Property**.
 - (iv) deliver to **Us** at **Your** expense:
 - (A) full information in writing of the **Damaged Property** and of the amount of **Damage** and details of any other insurances on any **Property** hereby insured within 30 days after such **Damage** (7 days in the case of **Damage** caused by **Riot, Civil Commotion, Strikers, Locked-Out Workers or persons taking part in labour disturbances or Malicious Persons** or in the event of fraud by **Your Employees**) or such further time as **We** may allow.
 - (B) all such proofs and information relating to the claim as may be reasonably required.
 - (C) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it and at **Our** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or subrogated upon **Our** paying for or making good any loss under this insurance, whether such acts and things shall be or become necessary or required before or after **We** make such payment.
- (b) **You** or any person claiming cover under this insurance must give all information and assistance to **Us**.
- (c) No **Property** may be abandoned to **Us** whether taken possession of by **Us** or not.

6) Contract Price

In respect only of goods sold but not delivered for which **You** are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of the **Damage**, the amount **We** will pay shall be based on the contract price and for the purpose of Average the value of all goods to which this condition would in the event of **Damage** be applicable shall be ascertained on the same basis.

7) Designation

For the purposes of determining where necessary the heading under which any **Property** is insured **We** agree to accept the designation under which such **Property** has been entered in **Your** books.

8) Intruder Alarm

It is a condition of insurance under this **Section** that when an intruder alarm is installed on the **Premises**:

- (a) such alarm is kept in an efficient condition.
- (b) a maintenance service contract which has been approved by **Us** shall be kept in force and the maintenance contract company must be advised as soon as reasonably practicable of any apparent defect in the intruder alarm or its signalling.
- (c)
 - (i) the intruder alarm is set in its entirety and, where the equipment permits, any Central Station to which the intruder alarm is connected has acknowledged the setting signal and
 - (ii) the intruder alarm is in full and efficient working order to **Your** best knowledge and belief and that of **Your** authorised representativewhenever the **Premises** are left unattended and at night.
- (d) **We** are notified:
 - (i) as soon as possible if written notice is received from the police force warning of a possible or intended withdrawal of response to calls from the intruder alarm.
 - (ii) before any alteration or substitution of the intruder alarm and associated maintenance contract is made.
 - (iii) before any alteration and / or erection of internal walling or partitioning which impedes the efficient operation of the intruder alarm.

For the purpose of this condition, intruder alarm includes detection devices, sensors, detection circuit control and processing equipment, power supplies, audible and remote signalling including ancillary telecommunication systems all as set out in the specification furnished to and agreed by **Us**.

9) Non Invalidation

The insurance by this **Section** shall not be invalidated by any act or neglect or any alteration whereby the risk of **Damage** is increased unknown to or beyond **Your** control provided that when **You** become aware of this **You** shall give notice to **Us** as soon as reasonably practicable and pay any additional premium **We** may require.

10) Records

It is a condition precedent to cover hereunder that **You** maintain a complete record of **Stock** received and sold.

11) Security

It is a condition precedent to cover hereunder that, when the **Insured Property** is left unattended overnight or during the day on non-working days, such **Insured Property** is contained:

- (i) within a locked building built mainly of brick, stone, concrete or other non-combustible materials, or
- (ii) within a locked metal container or receptacle which is within a locked compound or yard, or
- (iii) within a locked and alarmed vehicle which is situated on the driveway of **Your** home or within an attended or locked garage, compound or yard

at the **Premises**.

12) Storage of Stock

Stock stored in basements, sub-basements and ground floors must be on racks shelves or pallets at least 15 centimetres above floor level.

13) Subrogation Waiver

In the event of a claim under this **Section**, **We** agree to waive any rights remedies or relief to which **We** become entitled by subrogation against any company standing in the relation of parent or subsidiary to **You** or any company which is a subsidiary of a parent company of which **You** are a subsidiary in each case as defined in current legislation.

14) Waste

It is a condition precedent to cover hereunder that:

- (i) all oily and/or greasy waste and used cleaning cloths must be kept in metal receptacles with metal lids and removed from the **Buildings** at least once a week.
- (ii) all other trade waste and refuse must be swept up and removed from the **Buildings** daily.
- (iii) all waste and refuse as described in (i) and (ii) above must be removed from the **Premises** at least weekly.

Cover under **Section A** is also subject to the General Conditions set out in the General Conditions section of the **Policy**.

Extensions

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these Extensions. These Extensions apply only to **Section A** of the **Policy**.

1) Change of Temperature

The insurance by any item on **Stock** extends to cover **Damage** caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant or electrical plant or apparatus used in connection therewith by any causes insured by this **Section**.

2) Customers' Goods

You having told **Your** customers before the occurrence of **Damage** insured by this **Section** that **You** will accept responsibility for such **Damage** to goods belonging to such customers or for which they may be legally responsible upon which work is to be is being or has been done by **You** on behalf of such customers or which may be left temporarily in **Your** custody for storage, despatch or otherwise, **We** agree that such goods shall be insured by such items of this **Section** as cover **Stock** except in so far as they shall be more specifically otherwise insured.

3) Local Authorities Requirements

The insurance by each item on **Business Equipment** extends to include such additional cost of reinstatement of the **Damaged Property** thereby insured as may be incurred solely by reason of the necessity to comply with Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority.

Provided that:

- (a) The amount recoverable under this extension shall not include:
 - (i) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
 - (I) in respect of **Damage** occurring prior to granting of this extension,
 - (II) in respect of **Damage** not insured by this **Section**,
 - (III) under which notice has been served upon **You** prior to the happening of the **Damage**,
 - (IV) in respect of **Property** that has not been **Damaged** or portions of **Property** that have not been **Damaged**.
 - (ii) the additional cost that would have been required to make good the **Damaged Property** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
 - (iii) the amount of any rate, tax, duty, development or other 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 any of the aforesaid Regulations or Bye-Laws.
- (b) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the **Damage** or within such further time as **We** may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulation or Bye-Laws so necessitate) subject to **Our** liability under this extension not being thereby increased.
- (c) If **Our** liability under (any item of) this **Section** apart from this extension shall be reduced by the application of any of the terms and conditions of this **Section** then **Our** liability under this extension (in respect of any such item) shall be reduced in like proportion.
- (d) **Our** liability for **Damage** and for such additional costs in respect of any item shall not exceed in the aggregate the **Sum Insured** for such item as shown in the **Schedule**.

4) Professional Fees

This **Section** extends to include, within the **Sum Insured** for each **Business Equipment** item as stated in the **Schedule**, an amount for architects, surveyors, legal and/or consulting engineers fees incurred with **Our** consent in the reinstatement and/or repair of **Insured Property** following **Damage** insured by this **Section** but **We** do not cover any fees for preparation or presentation of any claim.

SECTION B – ALL RISKS WITHIN THE SPECIFIED TERRITORIAL AREA

Cover under this **Section B** is subject to the Conditions and Exclusions set out within this **Section B**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined below, insofar as they apply specifically to **Section B**, and in the Definitions section of the **Policy**.

Definitions

These definition(s) apply to this **Section** wherever these words or phrases appear starting with an upper case letter and printed in bold except where stated otherwise.

In this **Section**:

1) **Insured Property** means:

- (a) **Business Equipment**,
- (b) **Stock**

as listed in the **Schedule** for this **Section**.

2) **Territorial Area** means:

- (A) anywhere in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands and the Isle of Man or whilst in transit within such area.
- (B) as Area B plus Continental Europe or whilst in transit within such area.
- (C) anywhere in the World.

Insuring Clause

If the **Insured Property** or any part of it is **Damaged** by any cause not specifically excluded herein, during the **Period of Insurance** whilst within the **Territorial Area** specified in the **Schedule**, **We** cover **You** for such **Damage** and will, at **Our** option, replace or repair or pay for any item or any part thereof that has been so **Damaged** (whether wholly or in part) in accordance with the provisions of the Basis of Settlement condition.

Limit of Liability

The most **We** will pay under this **Section** for each item shall not exceed the **Sum Insured** for such item as stated in the **Schedule** for this **Section** or any limit specified in any Extension to this **Section**.

Exclusions

We will not cover **You** for:

- 1) **Damage** that occurs while the **Insured Property** is within the confines of the **Premises**.
- 2) depreciation, loss by delay, loss of market or consequential loss of any and every description.
- 3) **Damage** arising from:
 - (a) wear and tear, the action of light, atmospheric conditions, gradual deterioration or gradually operating cause or any process of cleaning, repair or restoration.
 - (b) frost or change in the water table level.
 - (c) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness or marring.
 - (d) mechanical or electrical breakdown, failure or derangement unless exterior **Damage** first occurred to the **Insured Property**.
 - (e) confiscation or detention by Customs or Government Officials.
 - (f) inherent vice, latent defect, operational error, faulty manipulation, design, plan, specification or materials.
 - (g) moth, vermin or insect or scratching, biting or chewing by any **Animal**.

- (h) any wilful act or wilful neglect committed by **You** or by **Your Employees**.
 - (i) fraud or dishonesty by any of **Your Employees** unless notice has been given to **Us** within 7 days of the discovery thereof.
- 4) scratching or denting or loss of magnetism and/or erasure of tapes or discs or faulty projection, shortage in weight, contamination, taint or insufficiency of insulation.
 - 5) breakage of articles of a brittle nature (other than jewellery) unless such breakage is caused by burglars, thieves or **Fire**, and/or breakage of glass, over-winding or internal damage of clocks and/or watches.
 - 6) loss by disappearance or shortage if such loss is only revealed by stocktaking.
 - 7) **Damage** arising through theft or attempted theft:
 - (a) by or in collusion with any of **Your Employees**.
 - (b) from buildings unless involving forcible and violent entry or exit.
 - 8) theft from any unattended vehicle.
For the purpose of this exclusion "unattended" means that the carrying vehicle is out of sight of the driver and/or more than one minute's walking distance from the driver.
 - 9) **Damage** caused by the **Insured Property** undergoing any heating process or any process involving the application of heat.
 - 10) loss due to any person obtaining the **Insured Property** by deception.
 - 11) **Pollution or Contamination** except (unless otherwise excluded) **Damage** to the **Insured Property** caused by:
 - (a) **Pollution or Contamination** which itself results from **Fire, Lightning, Explosion, Aircraft** or other aerial devices or articles dropped therefrom, **Riot, Civil Commotion, Strikers, Locked-Out Workers**, persons taking part in labour disturbances, **Malicious Persons** other than thieves, **Earthquake, Storm, Flood, Escape of Water from Water Tanks, Apparatus or Pipes** or **Impact** by any road vehicle or **Animal**.
 - (b) any of the perils listed in (a) above which itself results from **Pollution or Contamination**.
 - 12) **Damage** arising out of the carriage of explosives.
 - 13) the amount of the **Excess** shown in the **Schedule** to this **Section** which **We** will deduct from each and every claim after the application of any applicable condition of Average (underinsurance).

Cover under **Section B** is also subject to the General Exclusions set out in the General Exclusions section of the **Policy**.

General Exclusion 3 (Cyber) does not apply to **Computers Damaged** by any cause not specifically excluded herein, insofar as such **Damage** is covered under **Section B** of the **Policy**.

Conditions

1) Average

Each item of this **Section** is separately subject to the condition of Average, that is to say, if the **Property** insured by such item shall at the time of any loss be of greater value than the **Sum Insured** for such item, **You** shall only be entitled to recover hereunder such proportion of the said loss as the **Sum Insured** by this Insurance bears to the total value of the said **Property**.

2) Basis of Settlement

Applicable to each item covering **Business Equipment** unless otherwise stated:

In the event of **Damage** insured by this **Section** to the **Insured Property** the basis upon which the amount payable is to be calculated shall be the reinstatement of the **Property Damaged** subject to the terms, exclusions and conditions of this **Section** except insofar as the same may be varied hereby.

For the purpose of this condition "reinstatement" shall mean the carrying out of the after mentioned work namely:

- (a) where **Property** is lost or destroyed its replacement by similar **Property** in either case to a condition equal to but not better or more extensive than its condition when new.
- (b) where **Property** is **Damaged** the repair of the **Damage** and the restoration of the **Damaged** portion of the **Property** to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

- 1 The work of reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under this **Section** if this condition had not been incorporated herein shall be made.
- 2 When any **Insured Property** under this **Section** is **Damaged** in part only **Our** liability shall not exceed the sum representing the cost which **We** could have been called upon to pay for reinstatement if such **Property** had been wholly destroyed.
- 3 No payment beyond the amount which would have been payable under this **Section** will be made until the cost of reinstatement has been actually incurred.
- 4 Each item insured under this **Section** is declared to be separately subject to the following Condition of Average namely:

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in Reinstatement if the whole of the **Property** covered by such item had been destroyed exceeds the **Sum Insured** thereon at the commencement of any **Damage** **You** will only be entitled to recover hereunder such proportion of the said loss as the **Sum Insured** by this insurance bears to the total value of the said **Property**.
- 5 No payment will be made beyond the amount which would have been payable under this **Section** if this condition had not been operative if at the time of any **Damage** to any **Insured Property** by this **Section** such **Property** is covered by any other insurance effected by **You** or on **Your** behalf which is not upon an identical basis of Reinstatement.
- 6 Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this insurance had this condition not been operative **Our** and **Your** rights and liabilities in respect of any **Damage** shall be subject to the terms of this **Section** as if this condition had not been operative including any Condition of Average.

Applicable to each item covering **Stock** and all other **Insured Property** (other than **Business Equipment**) unless otherwise stated:

The amount payable in respect of **Stock** and all other **Insured Property** that has been totally lost or destroyed will be the value of such **Property** at the time of such loss or destruction or, where such **Property** is partially **Damaged**, **We** will pay, the cost of restoration or repair of such **Damaged** portions of the **Property**, provided that each item subject to this basis of settlement is declared to be separately subject to the following Condition of Average (underinsurance):

If at the time of **Damage** the **Sum Insured** for each item is less than the value of the item insured then **Our** liability shall be limited to that proportion of the **Damage** which the **Sum Insured** bears to the value of the **Property**.

When any **Stock** or other **Insured Property** under this **Section** is **Damaged** in part only **Our** liability shall not exceed the sum representing the cost which **We** could have been called upon to pay for reinstatement if such **Property** had been wholly destroyed.

3) Claims procedure

- (a) In the event of any **Occurrence** which may result in a claim being made under this **Section** **You** will:
 - (i) notify **Us** as soon as reasonably practicable using one of the methods described in the Customer Information Statements section near the beginning of this document.
 - (ii) notify the Police Authority as soon as reasonably practicable in respect of **Damage** caused by **Malicious Persons**, theft or loss of any **Property**.
 - (iii) carry out and permit to be taken any action which may be reasonably practicable to minimise or check the loss or recover missing **Property**.
 - (iv) deliver to **Us** at **Your** expense:
 - (A) full information in writing of the **Damaged Property** and of the amount of **Damage** and details of any other insurances on any **Property** hereby insured within 30 days after such **Damage** (7 days in the case of **Damage** caused by **Riot, Civil Commotion, Strikers, Locked-Out Workers or persons taking part in labour disturbances** or **Malicious Persons** or in the event of fraud by **Your Employees**) or such further time as **We** may allow.

- (B) all such proofs and information relating to the claim as may be reasonably required.
- (C) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it and at **Our** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or subrogated upon **Our** paying for or making good any loss under this insurance, whether such acts and things shall be or become necessary or required before or after **We** make such payment.

(b) **You** or any person claiming cover under this insurance must give all information and assistance to **Us**.

(c) No **Property** may be abandoned to **Us** whether taken possession of by **Us** or not.

4) **Contract Price**

In respect only of goods sold but not delivered for which **You** are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of the **Damage**, the amount **We** will pay shall be based on the contract price and for the purpose of Average the value of all goods to which this condition would in the event of **Damage** be applicable shall be ascertained on the same basis.

5) **Designation**

For the purposes of determining where necessary the heading under which any **Property** is insured **We** agree to accept the designation under which such **Property** has been entered in **Your** books.

6) **Non Invalidation**

The insurance by this **Section** shall not be invalidated by any act or neglect or any alteration whereby the risk of **Damage** is increased unknown to or beyond **Your** control provided that when **You** become aware of this **You** shall give notice to **Us** as soon as reasonably practicable and pay any additional premium **We** may require.

7) **Records**

It is a condition precedent to cover hereunder that **You** maintain a complete record of **Stock** received and sold.

8) **Security**

It is a condition precedent to cover hereunder that, when the **Insured Property** is left unattended overnight or during the day on non-working days, such **Insured Property** is contained:

- (i) within a locked building built mainly of brick, stone, concrete or other non-combustible materials, or
- (ii) within a locked metal container or receptacle which is within a locked compound or yard.

9) **Storage of Stock**

Stock stored in basements, sub-basements and ground floors must be on racks shelves or pallets at least 15 centimetres above floor level.

10) **Subrogation Waiver**

In the event of a claim under this **Section**, **We** agree to waive any rights remedies or relief to which **We** become entitled by subrogation against any company standing in the relation of parent or subsidiary to **You** or any company which is a subsidiary of a parent company of which **You** are a subsidiary in each case as defined in current legislation.

Cover under **Section B** is also subject to the General Conditions set out in the General Conditions section of the **Policy**.

Special Extension

The Special Extension applies only if specified as "Included" in the **Schedule**.

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to this Extension. This Extension applies only to this **Section B** of the **Policy**.

1) **Theft from unattended vehicles**

We agree that Exclusion 8 to this **Section** does not apply and that the cover provided by this **Section** includes theft of the **Insured Property** from unattended vehicles providing:

- (a) the vehicle is alarmed and/or immobilized or is in a locked and secure compound or garage.
- (b) all doors, windows and other openings are left closed, securely locked and properly fastened.

- (c) all keys have been removed from the vehicle.
- (d) entry or access to the vehicle has been effected by forcible and violent means.
- (e) the **Insured Property** is out of the view from the exterior of the vehicle.

For the purpose of this extension, "unattended" means that the carrying vehicle is out of sight of the driver and/or more than one minute's walking distance from the driver.

SECTION C - EMPLOYERS' LIABILITY

Cover under this **Section C** is subject to the Conditions and Exclusions set out within this **Section C**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined below, insofar as they apply specifically to **Section C**, and in the Definitions section of the **Policy**.

Definitions

These definition(s) apply to this **Section** wherever these words or phrases appear starting with an upper case letter and printed in bold except where stated otherwise.

1) Conveyance means:

any water and/or air and/or road and/or rail conveyances of every description.

2) Offshore Activity means:

any work on or visit to an **Offshore Installation** from the time of embarkation onto a **Conveyance** at the point of final departure to such **Offshore Installation** until the time of disembarkation from a **Conveyance** onto land on return from such **Offshore Installation**.

3) Offshore Installation means:

any offshore installation, rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk, landing ramp, bridge, walkway, accommodation or other connected structure which has been is or will be engaged in the processes of prospecting for or extraction, separation, storage, treatment or distribution of oil or gas.

Insuring Clause

We will cover **You** for all sums that **You** become legally liable to pay for damages and claimant's costs, fees and expenses for **Bodily Injury** sustained by an **Employee** occurring during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by **You** in connection with **Your Business**.

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any **Occurrence** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section** but, if the **Bodily Injury** arises from **Asbestos** or **Terrorism**, then **Our** limit of liability shall not exceed £5,000,000.

Exclusions

We will not provide cover for liability:

- 1)** in respect of which compulsory insurance or security is required to be arranged by **You** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.
- 2)** caused by or arising from any **Offshore Activity**.
- 3)** for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 4)** arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

Cover under **Section C** is also subject to the General Exclusions set out in the General Exclusions section of the **Policy**.

General Exclusions 2 (Communicable Disease), 4 (Date Recognition), 10 (Terrorism) and 11 (War and Similar Risks) do not apply to this **Section C**. General Exclusion 7 (Radioactive and Other Contamination) applies to **Section C** only in respect of the liability of any **Principal** or liability assumed under the terms of an agreement which would not have attached in the absence of such agreement.

Conditions

1) Claims notification

In the event of an **Occurrence** which may give rise to a claim under this **Section**:

You will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this **Section** with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this document.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** as soon as reasonably practicable after they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give notice in writing to **Us** as soon as reasonably practicable after **You** become aware of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury**.
- (g) give notice in writing to **Us** as soon as reasonably practicable after **You** become aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.

2) Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3) Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims.

4) Employers' Liability Tracing Office

Where **We** provide cover under the Employers' Liability (Compulsory Insurance) Regulations 1998, **We** are required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. **We** support and will add details of all company names to the Employers' Liability Tracing Office database.

Accordingly, it is a condition of this insurance that **You** undertake to supply full details (as required by the Employers' Liability Tracing Office) of **Your** company and all subsidiary companies to **Us** at inception of this insurance and promptly thereafter following acquisition or disposal of any subsidiary company.

5) Rights of Recovery

The cover provided under this **Section** is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **Employees** within the **Territorial Limits** or **Offshore Installations** within the continental shelf around those countries may require but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Cover under **Section C** is also subject to the General Conditions set out in the General Conditions section of the **Policy**.

Extensions

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies. These Extensions apply only to this **Section C** of the **Policy**.

1) Unsatisfied Court Judgments.

Where a judgment for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of employment by **You** in connection with **Your Business** and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then, at **Your** request, **We** will pay to the **Employee** or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- (a) the judgment for damages has been obtained against a company, partnership or individual (but not against **You**) operating from or resident in premises within the **Territorial Limits** in any court situated in the **Territorial Limits**.
- (b) there is no appeal outstanding.
- (c) if any such payment is made by **Us**, the **Employee** or their legal personal representatives shall assign the judgment to **Us**.
- (d) this **Section** of **Your** insurance is operative at the time that such **Bodily Injury** is sustained and cover will only apply in respect of those damages that relate to **Bodily Injury** sustained during the **Period of Insurance**.
- (e) **Our** liability for damages, costs and expenses shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

2) Work Overseas.

The cover provided under this **Section** shall extend to cover **You** for **Your** legal liability for **Bodily Injury** sustained by any **Employee** whilst undertaking work on a temporary basis within any country outside of the **Territorial Limits** provided that:

- (a) any such **Employee** is ordinarily resident within the **Territorial Limits**.
- (b) **We** will not provide cover for any medical expenses or repatriation costs.
- (c) **We** will not provide cover in respect of any amount payable under Workers' Compensation, Social Security or Health Insurance legislation.

SECTION D - PUBLIC LIABILITY

Cover under this **Section D** is subject to the Conditions and Exclusions set out within this **Section D**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the Definitions section of the **Policy**.

Insuring Clause

We will cover **You** for all sums that **You become** legally liable to pay for damages and claimant's costs, fees and expenses for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**
- 3) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- 4) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

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

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any **Occurrence** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

Exclusions

We will not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) caused by or arising from the ownership or possession or use by **You** or on **Your** behalf of any:
 - (a) aircraft or aerospace device or hovercraft.
 - (b) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length.
 - (c) mechanically propelled vehicle:
 - (i) in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
 - (ii) where cover is provided by any other insurance.
- 3) arising from any **Product Supplied** after it has ceased to be in **Your** custody or under **Your** or any **Employee's** control other than food and drink for consumption on **Your Premises**.
- 4) for **Contractual Liability** unless the sole conduct and control of claims is vested in **Us** but **We** will not in any event provide cover in respect of:
 - (a) liquidated damages or liability under any penalty clause.
 - (b) **Damage to Property** against which **You** are required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal Standard Form of Building Contract 1980 Edition or any revision or substitution thereof or any clause of similar intent under any other contract conditions.
 - (c) **Damage to Property** which comprises the contract works executed or in the course of execution by **You** or on **Your** behalf and occurs after the date of issue of a certificate of completion of such works or, where the contract has no provision for such a certificate, the date on which such works are completed and handed over to the **Principal** if **You** are expressly responsible for such **Damage** under the terms of the contract.
- 5) in respect of **Damage to Property**:
 - (a) belonging to **You**.

- (b) in **Your** or any **Employee's** custody or control other than personal effects including vehicles and their contents of any of **Your** visitors, directors, partners and/or **Employees**.
 - (c) being that part of any **Property** on which **You** or any of **Your Employees** or agents is or has been working where **Damage** arises out of such work.
- 6) in respect of **Pollution or Contamination** occurring:
- (a) within the United States of America or Canada.
 - (b) elsewhere than within the United States of America or Canada unless caused by a sudden, identifiable, unintended and unexpected **Occurrence** which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:
- (i) all **Pollution or Contamination** which arises out of one **Occurrence** shall be deemed to have occurred at the time such **Occurrence** takes place.
 - (ii) **Our** liability for all damages, costs fees and expenses under this **Section** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the amount stated in the **Schedule** as the Limit of Liability for this **Section**.
- 7) caused by or arising from advice, design or specification **You** provided for a fee.
- 8) (a) in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.
- (b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
- 9) for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 10) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
- 11) for the amount stated in the **Schedule** as being the **Excess** for this **Section**. Such amount shall be contributed by **You** or any party entitled to cover under this insurance before **We** assume any responsibility to make a payment for any claim hereunder. This exclusion will not apply to claims in respect of **Damage** to premises including their fixtures and fittings leased, rented or hired to **You**.
- 12) out of the use away from **Your Premises** of any oxy-acetylene or electric welding or power driven cutting or grinding equipment or other spark emitting equipment or any blow lamp or blow torch or other equipment producing a naked flame.

Cover under **Section D** is also subject to the General Exclusions set out in the General Exclusions section of the **Policy**.

Conditions

1) Claims notification

In the event of an **Occurrence** which may give rise to a claim under this **Section**:

You will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this **Section** with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this document.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** as soon as reasonably practicable after they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give notice in writing to **Us** as soon as reasonably practicable after **You** become aware of any impending prosecution, inquest or fatal accident inquiry.

- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.
- (g) give notice in writing to **Us** as soon as reasonably practicable after **You** become aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.

2) Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3) Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** will not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

4) Temporary Structures

It is a condition of this **Section** that when erecting temporary structures at conferences, exhibitions, trade fairs, craft fayres, markets and the like, **You**:

- (a) adhere at all times to the manufacturer's guidelines in the erection and use of the structure.
- (b) ensure that any guide ropes or wires are clearly marked.
- (c) comply with the venue owner's requirements and regulations.

Cover under **Section D** is also subject to the General Conditions set out in the General Conditions section of the **Policy**.

Extensions

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies. These Extensions apply only to this **Section D** of the **Policy**.

1) Buildings Temporarily Occupied

Exclusion (5) (b) to this **Section** shall not apply to liability for **Damage** to buildings including contents therein which are not owned leased or rented by **You** but are temporarily occupied by **You** for the purpose of maintenance, alteration, extension, installation or repair.

2) Cross Liabilities

If the **Insured** comprises more than one party **We** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate insurance had been issued to each of them provided that nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.

3) Defective Premises Act

The cover provided by this **Section** shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by **You** for purposes pertaining to **Your Business** and which have since been disposed of by **You** provided that **We** will not provide cover for liability:

- (a) for which cover is provided by any other insurance.

(b) for the costs of remedying any defect or alleged defect in such premises.

4) Leased or Rented Premises

Exclusion (5) (b) to this **Section** shall not apply to liability for **Damage** to premises including their fixtures and fittings leased or rented to **You** provided that **We** will not provide cover for:

(a) **Contractual Liability**.

(b) the first £500 of each and every occurrence of **Damage** to premises caused other than by fire or explosion.

5) Motor Contingent Liability

Notwithstanding Exclusion (2) (c) to this **Section** **We** will cover **You** (and no other person for the purpose of this extension) for **Your** legal liability for **Bodily Injury** or **Damage** to **Property** caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by **You** being used in the course of **Your Business** provided that **We** will not provide cover for liability:

(a) in respect of **Damage** to any such vehicle or trailer or **Property** conveyed therein or thereon.

(b) for which cover is provided by any other insurance.

(c) caused or arising whilst such vehicle or trailer is:

(i) engaged in racing, pace-making, reliability trials or speed testing.

(ii) being driven by **You**.

(iii) being driven with **Your** general consent or the consent of **Your** representative by any person who to **Your** knowledge or the knowledge of **Your** representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

(iv) used elsewhere other than within the **Territorial Limits**.

6) Motor Vehicles

Exclusion (2) (c) to this **Section** shall not apply to liability caused by or arising from:

(a) the use of plant as a tool of trade at **Your Premises** or on any site at which **You** are working.

(b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle.

(c) **Damage** to any building, bridge, weighbridge, road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that **We** will not provide cover for liability:

(i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

(ii) for which cover is provided by any other insurance.

7) Overseas Personal Liability

We will cover **You** or at **Your** request:

(a) any director, partner or **Employee** of **Your Business**

(b) **Your** spouse or **Your** child or the spouse or child of any of the persons stated in (a) above who are accompanying **You** or such persons

for legal liability incurred by **You** or such persons in a personal capacity in a country outside of the **Territorial Limits** whilst on a temporary visit to such country in connection with **Your Business** provided that:

(i) any person entitled to cover under this extension shall as though they were **You** be subject to the terms, Conditions and Exclusions of this insurance insofar as they can apply.

(ii) nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.

(iii) **We** will not provide cover for:

(A) **Contractual Liability**.

(B) liability for which cover is provided by any other insurance.

- (C) liability in respect of **Damage to Property** belonging to or in the custody of or under the control of any person entitled to cover under this extension.
- (D) liability in respect of **Bodily Injury** to any person entitled to cover under this extension.
- (E) liability caused by or arising from:
 - (I) the ownership or occupation of land or buildings.
 - (II) the carrying on of any business, profession trade or employment.
 - (III) the ownership, possession or use of **Animals** other than horses or domestic dogs or cats.

8) Work Overseas

The cover provided under this **Section** shall extend to apply in respect of **Your** legal liability caused by or arising from:

- (a) work being undertaken on a temporary basis by **You** or **Your Employee(s)** within any country outside of the **Territorial Limits** which is a member of the European Union
- (b) non-manual work being undertaken on a temporary basis by **You** or **Your Employee(s)** within any country outside of the **Territorial Limits** and not a member of the European Union

provided **You** or **Your Employee(s)** are ordinarily resident within the **Territorial Limits**.

SECTION E - PRODUCTS LIABILITY

Cover under this **Section E** is subject to the Conditions and Exclusions set out within this **Section E**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the Definitions section of the **Policy**.

Insuring Clause

We will cover **You** for all sums that **You** become legally liable to pay for damages and claimant's costs, fees and expenses for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**

occurring during the **Period of Insurance** anywhere in the world and caused by or arising from any **Product Supplied**.

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any **Occurrence** and in the aggregate in respect of all **Occurrences** during any one **Period of Insurance** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

Exclusions

We will not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) in respect of **Damage** to or the costs or expenses of recalling, repairing, replacing, altering, removing or making any refund in respect of any **Product Supplied** caused by or arising from:
 - (a) any defect in or the harmful nature of or the unsuitability for its intended purpose of such **Product Supplied**.
 - (b) an error or fault in connection with the sale, supply or presentation of such **Product Supplied**.
- 3) caused by or arising from any **Product Supplied** whilst in **Your** custody or under **Your** control or the control of any **Employee**.
- 4) caused by or arising from any **Product Supplied** which to **Your** knowledge is for:
 - (a) use in or on any aircraft or aerospace device.
 - (b) aviation or aerospace purposes.
 - (c) use in the safety or navigation of marine craft of any sort.
- 5) caused by or arising from any **Product Supplied** which to **Your** knowledge is for use in or supply to the United States of America or Canada.
- 6) arising from **Contractual Liability** other than liability arising out of a condition or warranty of goods implied by law but **We** will not in any event provide cover in respect of liquidated damages or liability under any penalty clause.
- 7) in respect of **Pollution or Contamination** occurring:
 - (a) within the United States of America or Canada.
 - (b) elsewhere than within the United States of America or Canada unless caused by a sudden, identifiable, unintended and unexpected **Occurrence** which takes place in its entirety at a specific time and place during the **Period of Insurance**.

Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:

- (i) all **Pollution or Contamination** which arises out of one **Occurrence** shall be deemed to have occurred at the time such **Occurrence** takes place.
- (ii) **Our** liability for all damages, costs fees and expenses under this **Section** payable in respect of all **Pollution or**

Contamination which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

- 8) caused by or arising from advice, design or specification **You** provided for a fee.
- 9) (a) in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.
(b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
- 10) for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 11) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
- 12) for the amount stated in the **Schedule** as being the **Excess** for this **Section**. Such amount shall be contributed by **You** or any party entitled to cover under this insurance before **We** assume any responsibility to make a payment for any claim hereunder.

Cover under **Section E** is also subject to the General Exclusions set out in the General Exclusions section of the **Policy**.

Conditions

1) Claims notification

In the event of an **Occurrence** which may give rise to a claim under this **Section**:

You will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this **Section** with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this document.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** as soon as reasonably practicable after they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give notice in writing to **Us** as soon as reasonably practicable after **You** become aware of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.
- (g) give notice in writing to **Us** as soon as reasonably practicable after **You** become aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.

2) Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3) Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** will not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

Cover under **Section E** is also subject to the General Conditions set out in the General Conditions section of the **Policy**.

Extensions

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies. This Extension applies only to this **Section E** of the **Policy**.

1) Cross Liabilities

If the **Insured** comprises more than one party **We** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate insurance had been issued to each of them provided that nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.

EXTENSIONS TO SECTIONS C, D and E

The terms of **Sections** C, D and E and the General Conditions and General Exclusions of this insurance apply to these Extensions and where no limit or maximum liability is stated in the Extensions the **Section** Limit of Liability applies.

These extensions apply to the Employers' Liability, Public Liability and Products Liability **Sections** (where those **Sections** are specified in the **Schedule** as being included) to the extent specified below.

1) Additional Activities

We will provide cover in respect of **Your** legal liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to **Your Business**:

- (a) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services.
- (b) the ownership, repair, maintenance and decoration of **Your Premises**.
- (c) private work carried out by any **Employee** with **Your** consent for any of **Your** directors or partners.
- (d) participation in conferences, exhibitions, trade fairs, craft fayres, markets and the like.
- (e) sponsorship of events or organisations or entities or individuals.
- (f) repair, maintenance or servicing of **Your** own mechanically propelled vehicles.
- (g) provision of gifts and promotional material.

2) Consumer Protection Act 1987 and Consumer Rights Act 2015

We hereby agree to cover **You** under the Public Liability and Products Liability **Sections** for:

- (a) costs and expenses incurred with **Our** written consent
- (b) costs and expenses awarded against **You**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Consumer Protection Act 1987 and similar legislation under the Consumer Rights Act 2015 which occurs during the **Period of Insurance** and where the circumstances of the alleged offence may be the subject of cover under this insurance.

We will not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the **Excess** for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

3) Costs of Court Attendance

If any of the under mentioned persons attend court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this insurance **We** will pay **You** at the following rates per day for each day on which attendance is required:

- (a) any of **Your** directors or partners £500.
- (b) any **Employee** £250.

4) Cover for Other Persons

We will also provide cover as if a separate insurance had been issued:

- (a) to **Your** legal personal representatives or the legal personal representatives of any other person entitled to cover under this insurance but only in respect of liability incurred by **You** or such other person
- (b) to any **Principal** but only to the extent required by the contract for work and which arises solely out of the work performed for the **Principal** by **You** or on **Your** behalf but not any **Principal** who is located within the United States of America or Canada
- (c) to any owner of plant hired to **You** but only to the extent required by the conditions of the contract of hire and not to any such owner who is located within the United States of America or Canada
- (d) at **Your** request to:
 - (i) any officer or member of **Your** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
 - (ii) any of **Your** directors or partners or **Employees** while acting in connection with **Your Business** in respect of liability for which **You** would be entitled to cover under this insurance if the claim for which cover is being sought had been made against **You**

provided that:

- (i) any persons specified above shall as though they were **You** be subject to the terms Conditions and Exclusions of this insurance in so far as they can apply.
- (ii) nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made regardless of the number of persons claiming to be covered.

5) Defence Costs and Expenses

We shall provide cover in respect of all costs and fees and expenses incurred with **Our** prior written consent in the defence or settlement of any claim for which cover is provided by this insurance including legal expenses:

- (a) arising out of representation at any coroner's inquest or fatal accident enquiry
- (b) arising out of the defence of any proceedings in any court in respect of matters which may form the subject of cover under this insurance including the defence of any charge of manslaughter

provided that:

- (i) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.
- (ii) **We** will not be liable for any fines or penalties imposed as a consequence of any such prosecution.

Any consent given by **Us** in relation to incurring defence costs shall cease if opinion is obtained from instructed solicitors or counsel stating that any of the following apply:

- (I) there is no reasonable prospect of a defence to a prosecution relating to (a) or (b) above.
- (II) the defence of any such prosecution ceases to be relevant to the defence of any claim for damages for which cover is provided by this insurance.
- (III) the prosecution relates to a deliberate act or omission that is intended to cause **Bodily Injury**.

Depending upon which **Section** the claim for damages is being made, defence costs as provided for above:

- (A) are included within the amount stated in the **Schedule** as the Limit of Liability for the Employers' Liability **Section**.
- (B) will be payable in addition to the amounts stated in the **Schedule** as the Limit of Liability for the Public Liability **Section** and the Products Liability **Section**.

In respect of the Public Liability and Products Liability **Sections**, if a payment exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim attaches has to be made by **You** to dispose of the claim **Our** liability to pay any defence costs in connection therewith shall be limited to such proportion of the defence costs as the Limit of Liability bears to the amount paid to dispose of the claim.

6) Food Safety Act 1990 and The Food Safety and Hygiene (England) Regulations 2013

We hereby agree to cover **You** under the Public Liability and Products Liability **Sections** for:

- (a) costs and expenses incurred with **Our** written consent.
- (b) costs and expenses awarded against **You**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Food Safety Act 1990 and similar legislation under The Food Safety and Hygiene (England) Regulations 2013 which occurs during the **Period of Insurance** and where the circumstances of the alleged offence may be the subject of cover under this insurance.

We will not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the **Excess** for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

7) General Data Protection Regulation

Notwithstanding General Exclusion 3) Cyber, **We** will cover **You** for any compensation claim in respect of material or non-material damage where such damage occurs during the **Period of Insurance** and happens in connection with the **Business**.

Provided that **You**:

- (a) have complied in all respects with **Your** obligations under the Data Protection (Charges and Information) Regulations 2018.
- (b) are not in business as a computer bureau.
- (c) are acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

We will not provide cover for:

- (a) any claim in respect of material or non-material damage caused by any deliberate act or omission of **Yours**, where such material or non-material damage could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission.
- (b) any claim in respect of material or non-material damage caused by any act of fraud or dishonesty.
- (c) the costs and expenses of rectifying, rewriting or erasing data (including personal data).
- (d) liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person.
- (e) any regulatory fines or penalties imposed on **You**.
- (f) any material or non-material damage caused by:
 - (i) any deliberate, reckless or negligent act of any **Employee**.
 - (ii) any failure by an **Employee** to act in accordance with **Your** internal policies, procedures and guidelines.

Our liability for all damages, costs fees and expenses under this extension shall not exceed £500,000 in the aggregate in any one **Period of Insurance**. This sum will form part of and not be in addition to the applicable Limit of Liability stated in the **Schedule**.

For the purposes of this extension:

- (a) "GDPR" means the General Data Protection Regulation (EU) 2016/679.
- (b) "compensation claim" means any sums which **You** become legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the GDPR, or any equivalent legislation in the Isle of Man or the Channel

Islands, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).

- (c) “controller” shall have the meaning given to it in Article 4 of the GDPR.
- (d) “material or non-material damage” shall be interpreted in accordance with Article 82 of the GDPR.

8) Health and Safety at Work etc Act 1974

We hereby agree to cover **You** for:

- (a) costs and expenses incurred with **Our** written consent
- (b) costs and expenses awarded against **You** or **Your** director(s) or **Employee(s)**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the **Period of Insurance** under Sections 2-8 of the Health and Safety at Work Act 1974 or the Construction (Design & Management) Regulations 2015 or equivalent safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

We will not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the **Excess** for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

9) Manslaughter and Culpable Homicide

We hereby agree to cover **You** for:

- (a) costs and expenses incurred with **Our** written consent
- (b) costs and expenses awarded against **You** or **Your** director(s) or **Employee(s)**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the **Period of Insurance**:

- (a) of manslaughter or culpable homicide or
- (b) of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 and where the circumstances of the alleged offence may be the subject of cover under this insurance.

We will not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the **Excess** for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Our liability for all damages, costs fees and expenses under this extension shall not exceed £1,000,000 in the aggregate in any one **Period of Insurance**. This sum will form part of and not be in addition to the applicable Limit of Liability stated in the **Schedule**.

GENERAL EXCLUSIONS

This part of the **Policy** sets out the General Exclusions applicable to the **Policy**. The following Exclusions apply to all **Sections** of this insurance unless stated otherwise.

We will not provide cover for:

1) Avian influenza

any claim directly or indirectly caused by, happening through, in consequence of or contributed to by avian influenza or any mutant variation thereof.

This insurance also excludes any claim:

- (i) arising from any fear or threat (whether actual or perceived) of such avian influenza.
- (ii) directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such avian influenza.

If **We** allege that by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon **You**.

2) Communicable disease

any loss, **Bodily Injury, Damage**, legal liability, cost or expense of whatsoever nature directly or indirectly arising out of, contributed to by or resulting from any Communicable Disease (as hereinafter defined), or any fear or threat (whether actual or perceived) of any Communicable Disease, or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of any Communicable Disease.

For the purposes of this exclusion, Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

This exclusion does not apply to the Employers' Liability **Section**.

If **We** allege that by reason of this exclusion, any loss is not covered by this insurance, the burden of proving the contrary shall be upon **You**.

3) Cyber

losses of any kind directly or indirectly caused by, arising from or consisting of (in whole or in part):

- (i) the use or misuse of the internet or similar facility.
- (ii) any electronic transmission of data or other information.
- (iii) any **Computer** virus, malicious code or similar problem.
- (iv) use or misuse of any internet address, website or similar facility.
- (v) any data or other information posted on a website or similar facility.
- (vi) any loss of data or **Damage** to any **Computer** system including but not limited to hardware or software.
- (vii) the functioning or malfunctioning of the internet or similar facility or of any internet address, website or similar facility.
- (viii) any infringement whether intentional or unintentional of any intellectual property rights (including but not limited to trademark, copyright or patent).
- (ix) the use or operation of any **Computer**, computer system, computer software programme or process or any other electronic system, except as provided for within **All Other Contents**.

This cyber exclusion does not apply to **Computers Damaged** by a **Specified Peril** insofar as such **Damage** is covered under **Section A** or insofar as such **Damage** is covered under **Section B** of this **Policy**.

4) Data recognition

Damage or consequential loss or legal liability of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure of any **Computer** data processing equipment or media microchip integrated circuit or similar

device or any **Computer** software whether **Your Property** or not and whether occurring before during or after the year 2000:

- (a) correctly to recognise any date as its true calendar date
- (b) to capture save or retain and/or correctly 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
- (c) to capture save retain or correctly 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 or retain or correctly to process such data on or after any date

but, under all **Sections** except the Public and Products Liability **Sections**, this shall not exclude subsequent **Damage** or consequential loss not otherwise excluded which itself results from a **Specified Peril** but not including peril 18 (**Accidental Damage**).

Provided that nothing contained in this exclusion or any other provision or extension of this insurance shall be considered as extending **Our** liability to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether **Your Property** or not.

This exclusion does not apply to the Employers' Liability **Section**.

5) **Mould**

any **Damage**, claim, cost, expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is:

- (i) any **Damage to Insured Property**.
- (ii) any **Specified Peril** or cause, whether contributing concurrently or in any sequence.
- (iii) loss of use, occupancy, or functionality.
- (iv) any action required, including but not limited to repair, replacement, removal, clean up abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this insurance that provides insurance cover in whole or in part for these matters.

6) **Northern Ireland**

Damage or consequential loss arising from such **Damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of **Riot, Civil Commotion** and (except in respect of **Damage by Fire or Explosion**), **Strikers, locked-out workers or persons taking part in labour disturbances** or **Malicious Persons**.

7) **Radioactive and other contamination**

- (a) **Damage** to any **Property** whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) legal liability of whatsoever nature
- (c) any legal costs and expenses

directly or indirectly caused by or contributed to by or arising from:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (iii) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter.
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are

being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

- (v) any chemical, biological, biochemical or electromagnetic weapon.

In respect of the Employers' Liability **Section** this exclusion shall only apply in respect of the liability of any **Principal** or liability assumed under the terms of an agreement which would not have attached in the absence of such agreement.

8) Sanction limitation and exclusion

any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

9) Sonic bang

Damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds or any legal costs or expenses arising therefrom or relating thereto.

10) Terrorism

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature
- (c) legal costs and expenses

caused by resulting from or in connection with:

- (i) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to this loss.
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to the act of **Terrorism**.

If **We** allege that by reason of this exclusion any **Damage** cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect.

This exclusion does not apply to the Employers' Liability **Section**.

11) War and similar risks

- (a) **Damage** to any **Property** whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or
- (c) legal costs and expenses

arising from any of the following regardless of any other cause or event contributing concurrently or in any sequence to the **Damage**, cost, expense or liability:

- (i) war, invasion, act(s) of foreign enemies, hostilities or warlike operators (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 confiscation or nationalisation or requisition by or under the order of any government or public or local authority.
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

This exclusion does not apply to the Employers' Liability **Section**.

GENERAL CONDITIONS

This part of the **Policy** sets out the General Conditions applicable to the **Policy**. The following Conditions apply to all **Sections** of this insurance unless stated otherwise.

1) Alteration of risk

The cover under this insurance will cease if after the commencement of this insurance:

- (a) **Your** interest ceases other than by will or operation of the law
 - (b) **Your Business** is wound up, carried on by a liquidator or receiver or permanently discontinued
- unless **We** agree in writing to continue this insurance.

2) Arbitration

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force. Where any difference is by this condition to be referred to arbitration the making of any award shall be binding upon **You** and **Us**.

3) Assignment

You shall not assign any of the rights or benefits under this insurance and/or any **Section** of this insurance without **Our** prior written consent.

We will not be bound to accept or be affected by any notice of trust charge, lien or purported assignment or other dealing with or relating to this insurance and/or any **Section** of this insurance.

4) Cancellation

We may cancel this insurance at any time if there is a valid reason by providing **You** with 14 days notice of cancellation by recorded delivery letter to **Your** last known correspondence address and by providing a copy of such notice to **Your** broker or intermediary.

Valid reasons may include but are not limited to:

- (a) **You** failing to co-operate with **Us** or failing to send **Us** information or documentation as required by the terms of this insurance where this significantly affects **Our** ability to process **Your** claim or deal with **Your** insurance.
- (b) **You** fail to provide **Us** with correct information and fail to correct this when **We** ask **You** to.
- (c) **Your** circumstances change which means **You** no longer meet **Our** criteria for providing insurance cover.
- (d) **You** use threatening or abusive behaviour or language with **Our** staff or suppliers.

If this insurance is cancelled as provided for above and during the current **Period of Insurance** there have been no:

- (i) claims made under this insurance for which **We** have made a payment
- (ii) claims made under this insurance which are still under consideration
- (iii) **Occurrences** likely to give rise to a claim but yet to be reported to **Us**

You shall be entitled to the return of a proportionate part of the paid premium in respect of the unexpired **Period of Insurance** or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with the Premium adjustment condition.

If a claim has been submitted or there has been any **Occurrence(s)** likely to give rise to a claim during the current **Period of Insurance** no refund of premium for the unexpired **Period of Insurance** will be given and any unpaid instalments of the full premium will become due for payment.

If **We** cancel **Your** insurance on the grounds of fraud **We** may not return any premium **You** have paid.

If this insurance is cancelled **You** must return to **Us** any current certificate of insurance that has been issued to **You** as a statutory requirement to provide evidence of cover.

5) Claims (contribution)

In respect of the Employers' Liability, Public Liability and Products Liability **Sections**, if at the time of any **Occurrence** to which those **Sections** apply there is or but for the existence of this insurance there would be any other insurance covering the same liability, **We** will not be liable under this insurance except in respect of any excess beyond the amount which would be payable under such other insurance had this insurance not been effected.

In respect of the other **Sections**, if at the time of **Damage** which forms the subject of cover under this insurance there shall be any other insurance covering such **Damage** or any part thereof **We** will not be liable for more than **Our** proportionate share thereof.

6) Fraud

If **You** make a fraudulent claim under this insurance **We** will not be liable to pay **You** any sums in respect of the fraudulent claim. **We** may recover from **You** any sums that **We** have already paid to **You** in respect of the fraudulent claim. **We** may by notice to **You** treat this insurance as terminated with effect from the date of the fraudulent act.

7) Our rights

- (a) **We** may enter any **Premises** where **Damage** has occurred and take possession of or require to be delivered to **Us** any **Damaged Insured Property** and deal with such **Property** in any reasonable manner.
- (b) If **We** elect to replace, reinstate or repair any **Property** **We** shall only do so as far as circumstances permit and in a reasonably sufficient manner. In any case **We** will not pay more than the relevant **Sum Insured**.

8) Premium adjustment

If the premium for any **Section** or any part thereof is based on estimates **You** will keep an accurate record containing all particulars relative thereto.

You will allow **Us** to inspect such record on request and will supply such particulars as **We** may require within one month from the expiry of each **Period of Insurance**. The premium shall thereupon be adjusted by **Us** subject to any Minimum Premium as stated in the **Schedule** being retained by **Us**.

At **Our** request **You** will supply an auditors certificate in support of such particulars.

If **You** fail to supply such particulars within the period stated by **Us** **We** will be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

9) Reasonable precautions

It is a condition of this insurance that **You** shall take all reasonable care:

- (a) to prevent any **Occurrence** which may give rise to a claim under this insurance including but not limited to securing the **Premises** whenever they are left unattended and ensuring that all locks, fastenings or other protective devices stipulated by or agreed with **Us** are in full operation.
- (b) to maintain the **Premises**, plant and everything used in the **Business** in proper repair.
- (c) in the selection and supervision of **Employees**.
- (d) to comply with all statutory and other obligations and regulations imposed by any authority.
- (e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

10) Rights of third parties

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