

This insurance is underwritten by Giant Risk Solutions Limited on behalf of Great Lakes Reinsurance (UK) PLC

We will, subject to the terms and conditions of the Policy, the Schedule and any Endorsements indemnify the Insured against loss or damage sustained or legal liability incurred described in this policy during the Period of Insurance stated in the Schedule for which a premium has been accepted

Please read the Policy, the Schedule and any Endorsements carefully to ensure that it is in accordance with your intentions and that all conditions are strictly complied with. Any non-compliance, whether unintentional or otherwise, could invalidate your Policy cover.

In the event of a claim under this Policy please notify:

Davis Managed Systems Limited
2nd Floor
East Court
Riverside
Campbell Road
Stoke on Trent
ST4 4EY

Tel: 0870 420 1250

Signed

A handwritten signature in black ink, appearing to read 'G. Ross', is written over the 'Signed' text.

Geoff Ross

Managing Director - Giant Risk Solutions Limited
For and on behalf of Great Lakes Reinsurance (UK) PLC.

Definitions and Interpretation Applying to the Whole Policy

Definitions

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help **you** identify these words in the policy **we** have printed them in bold throughout.

Average

If, at the time of the **damage**, the sum insured is less than the full reinstatement value of the property insured, the amount **we** will pay will be reduced in proportion to the amount of underinsurance.

Buildings

The **buildings** of the **premises** shown in the schedule including:

- a) Any outbuildings used in connection with the **business** or for domestic purposes.
- b) Landlord's fixtures, fittings and decorations.
- c) Walls, gates and fences.
- d) Drains, sewers, piping, ducting, cables, wires, and associated control gear and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.
- e) Yards, car parks, roads, pavements, forecourts, all constructed of solid materials, but only to extent of **your** responsibility.

Business

The **business** shown in the schedule including:

- a) The provision and management of canteen, social, sports and welfare organisations for the benefit of **your** employees and first aid, fire and ambulance services.
- b) Maintenance of property and **premises** owned or occupied by **you**.

Damage

Loss, destruction or **damage** occurring within the **period of insurance**.

Electronic Data

Information of any kind stored in, processed by or retrievable by a **Data Processing System** whether belonging to **you** or not.

Parent or Subsidiary

Any company which is for the time being (directly or indirectly) **your** parent company, **your** subsidiary company or a subsidiary company of a parent company where the shareholding of a parent in a subsidiary exceeds 50%.

Period of Insurance

The **period of insurance** as specified in the schedule.

Pollution or Contamination

Pollution or contamination of any kind of **buildings**, land, water or air however arising

Premises

The **buildings** and the land within the boundaries belonging to them.

Stock

Stock and materials in trade the property of the Insured, or in trust for which **you** are responsible.

Employee

Any of the following people working for **you** in connection with **your business**:

- a) Anyone who has entered into or works under a contract of service or apprenticeship with **you**
- b) Any labour only subcontractor or anyone employed by them.
- c) Any self-employed person.
- d) Anyone who is engaged under a Work Experience Scheme or similar scheme
- e) Anyone who is hired or borrowed by **you**.

Excess

Where an **excess** is shown in the schedule, any section of this policy, or any endorsement attached to the policy, the amount for which **you** will be responsible will be deducted from all claims for **damage** to material property, after all other terms and conditions have been applied.

Terrorism

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

Territorial Limits

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

We, Us or Our

Giant Risk Solutions Limited on behalf of Great Lakes Reinsurance (UK) Plc .

You or Your

The person, people or the company or other organisation shown in the schedule as the insured.

Interpretation

A reference to a statute or a statutory regulation or order includes any revision or modification

Conditions applying to the whole policy

General conditions

In the following conditions the word **you** also includes any other person insured under the policy.

1. The policy, proposal or statement of fact, schedule and any endorsements should read as if they are one document.
2. **You** will take all reasonable steps to protect the property, prevent accidents, and comply with laws, bye laws or regulations, and take reasonable care in the selection and supervision of **employees**.
3. **You** must tell **us** of any change of circumstances, after the start of the insurance, which increases the risk of injury or **damage**. **You** will not be insured under the policy until **we** have agreed in writing to accept the agreed risk.
4. If **you**, or anyone acting for **you**, make a claim under this policy knowing the claim to be false, **we** will not pay the claim, and all cover under the policy stops.
5. If **you** decide **you** do not want to accept the policy, or any subsequent renewal of it, please tell **us** (or **your** insurance intermediary) within 14 days of receiving the policy, or renewal notice. **We** may, at **our** discretion, charge **you** for the time **you** have been on cover, including insurance premium tax.
6. **We** have the right to cancel this policy, or any section, or part of it, by giving 14 days' notice in writing, by registered letter to **your** last known address.
7. **We** have the right to void this policy in the event of misrepresentation, misdescription or non-disclosure in any material fact by **you**, or anyone acting for **you**
8. If **we** admit liability for a claim, but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. **You** and **we** will appoint the arbitrator jointly in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision. This clause shall not however affect any right **you** have as a consumer not to agree to arbitration. In such cases any dispute shall ultimately be resolved by the courts.
9. If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the policy, provided that they keep to the terms of the policy.
10. If the policy is subject to a warranty, any breach of that warranty shall be bar to any claim. Any breach which occurred before the **Period of Insurance** during which the claim occurred, will not be regarded as bar to a claim occurring in that **Period of Insurance**.
11. **You** must tell **us** immediately if any building, or part of any building becomes unoccupied and pay an additional premium if required. **We** shall have the right to change the terms and conditions of the policy and **you** must action any risk improvement measures that **we** may require.
12. Any action taken as a result of a claim being made under this policy must be the subject of English law (or Scottish where applicable).

Claims Conditions

1. Upon learning of any circumstances likely to give rise to a claim **you** must:
 - a) Tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require
 - b) As soon as is reasonably possible, tell the Police if the **damage** is due to any actual or suspected criminal act
 - c) Immediately send to **us** any intimation of a claim from a third party, writ, summons or other legal proceedings issued against **you**
 - d) Supply at **your** own expense, full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
 - i) 7 days for **damage** by riot, civil, labour or political disturbances or vandals or malicious people.
 - ii) 30 days after the expiry of the indemnity period under Section G **Business** Interruption
 - iii) 30 days after any other **damage**, interruption or bodily injury.
 - e) Take action to minimise
 - i) The **damage**;
 - ii) And to prevent further injury or **damage**; or
 - iii) To avoid interruption with the **business**.
2. **We** shall have the right to settle a claim by:
 - a) The payment of money
 - b) Reinstatement or replacement of the property lost or damaged
 - c) Repair of the property lost or damaged.

If **we** decide upon reinstatement, replacement or repair **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.
We shall not spend on any item more than its sum insured.
3. **We** have the right to the salvage of any insured property.
4. **You** must not admit, deny, negotiate or settle any claim without **our** written consent.
5. If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy, **we** will be liable only for **our** proportionate share. If any other such policy has a provision preventing it from contributing in like manner then **our** share of the claim shall be limited to the proportion that the sum insured bears, to the value of the property insured.
6. **We** are entitled to:
 - a) Take the benefit of **your** rights against another person before or after **we** have paid a claim.
 - b) Take over the defence, or settlement of a claim against **you** by another person.
7. **We** have the right to enter the **building** where the **damage** has happened, and to take and keep any of the property insured, and to deal with salvage in a reasonable manner.

General Exclusions - applicable to all insurances

The policy does not cover:

1. Any event arising from war, warlike operations, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or usurped power or nationalisation, confiscation, requisition, seizure or destruction, by the government or public or local authority.
2. **Damage, loss or expense or cost** to any property directly or indirectly caused by, resulting from or in connection with any act of **terrorism**, regardless of any cause or event contributing concurrently or in any other sequence to the loss.

This policy also excludes loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this exclusion, any loss, **damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

3. **Damage** arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. Any expense, consequential loss, legal liability, or **damage** to any property directly or indirectly arising from:
 - a) Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly, or nuclear component.
 - c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. **Damage** to any electrical plant or appliance caused by its own:
 - a) Over-running
 - b) Short-circuiting
 - c) Excessive pressure
 - d) Self-heating

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other property insured.

6. Data exclusion

Loss, **damage**, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**) and loss of use, **business** interruption, reduction in functionality or productivity, cost, or expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **COMPUTER VIRUS** includes but is not limited to 'Trojan Horses', 'Worms' and 'Zombies'.

Nevertheless:

- (a) in the event that Peril A listed in the **Buildings** or **Contents** Sections of this Insurance (Fire or Explosion) results from any of the matters described in this exclusion, then this Insurance, subject to all its terms, will cover physical loss or **damage** to Property Insured directly caused by such a Peril.
- (b) if computer systems records are Property Insured and are the subject of direct physical loss or **damage** by a Peril covered by the **Buildings** or **Contents** Sections of this Insurance, then this Insurance, subject to all its terms, will cover physical loss or **damage** to such computer systems records directly caused by such a Peril.

7. Pollution and Contamination Exclusion

Loss, **damage**, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever

Nevertheless:

- (a) if fire is not excluded from this Insurance and a fire arises directly or indirectly from seepage and/or pollution and/or contamination, any loss or **damage** otherwise insured under this Insurance arising directly from that fire shall (subject to all other terms of this Insurance) be covered
- (b) if Property Insured is the subject of direct physical loss or **damage** for which **we** have paid or agreed to pay then this Insurance (subject to all other terms of this Insurance) insures against direct physical loss or **damage** to the Property Insured hereunder caused by seepage and/or pollution and/or contamination resulting from the original physical loss or **damage**

PROVIDED that neither paragraph (a) or (b) above shall include the costs of decontamination or removal of water, soil or any other contaminated substance.

It is a condition precedent to our liability under paragraph (b) above that the Insured shall give written notice to **us** of intent to claim loss or **damage** under paragraph (b) NO LATER THAN 12 MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR **DAMAGE**

8. **We** will not pay for any **Business** Interruption losses resulting from Customers or Suppliers Extensions or Denial of Access due to **terrorism**. **We** will also not pay for **damage**, cost or expense directly or indirectly arising from interruption of any Public Utility (eg. Electricity, gas, water, communications) due to **terrorism**.

General Exclusions - applicable to all insurances other than Employers' Liability

The policy does not cover:

1. **damage**
2. consequential loss, additional expenditure or extra expenses
3. legal liability
4. other fees, costs, disbursements awards or other expenses

arising from:

1. the way in which any **data processing system** responds to, or deals with, or fails to deal with, any true calendar date or dates.
2. any data not denoting a calendar date or dates as if such data denoted a calendar date or dates whether such **data processing system** is **your** property or not and whether operating before, during or after the year 2000 but in respect of all insurances other than Public Liability or Products Liability this shall not exclude subsequent loss destruction or **damage** or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a **defined peril** otherwise covered by this Policy.

Definitions for the purpose of this Exclusion, the following special meanings shall apply:

Data processing system means any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Defined Perils means 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, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

Subject otherwise to the terms, conditions and limitations of the policy.

Section A - Buildings

For the purposes of this section **buildings** includes commercial, residential accommodation, walls, gates and fences around the **buildings** and belonging to them.

Property Insured

The Cover

What is insured

The **buildings** are insured against **damage** caused by the perils shown in the schedule.

A Fire, lightning, explosion or earthquake.

B Riot or civil, labour or political disturbances or vandals or malicious people.

C Storm or flood.

D Escape of water from fixed water apparatus.

We will also pay for **damage** to any fixed water apparatus caused by freezing or forcible or violent bursting.

E Impact by aircraft or other aerial devices, any vehicles or articles falling from them or by animals.

F Falling aerials, aerial fittings or masts.

G Leakage of the fuel oil used solely for domestic purposes in connection with the **buildings**.

H Theft or attempted theft.

J Accidental escape of water from an Automatic Sprinkler Installation

K Subsidence, ground heave or landslip

What is not insured

Damage (except for fire **damage**) caused

By the explosion of any steam pressure apparatus which:

- **you** own or control
- is not for domestic use.

Damage caused:

- by theft or attempted theft
- through confiscation, destruction or requisition by order of the Government or any other Public Authority.

Damage resulting from stoppage of work.

Damage:

- caused by frost, subsidence, ground heave or landslip
- to gates and fences
- due to a change in the water table level.

Damage:

- caused by water discharged or leaking from any automatic sprinkler installation.
- To any building which is empty or unoccupied for more than 30 consecutive days.

Damage

- arising from the erection, dismantling, repair or maintenance of such apparatus.

Damage:

- caused by theft or attempted theft not involving entry to or exit from the **buildings** by forcible and violent means.

Damage

- To any building which is empty or unoccupied for more than 30 consecutive days.
- Caused by explosion, earthquake or fire.

Damage

- Caused by the settlement or movement of made up ground or by coastal or riverbank erosion
- Occurring while the **buildings** or any part thereof is in the course of erection, structural alteration or repair or demolition
- Caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer

Glass

What is insured

Accidental breakage of fixed glass for which **you** are responsible in the **premises**.

The most **we** will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262.

We will also pay for:

- the cost of boarding up until the broken glass is replaced
- **damage** to frames and framework of any description and the cost of removing or replacing any trade contents which may have to be removed to replace the glass.

What is not insured

Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss.

Breakage of cracked or scratched glass.

Damage resulting from repairs or alterations to the **premises**.

Sanitaryware

What is insured

Accidental breakage of fixed sanitaryware at the **premises** for which **you** are responsible.

What is not insured

Damage resulting from repairs or alterations to the **premises**.

Rent

If the **buildings** are made uninhabitable by **damage** from any cause insured by this section, **we** will pay for loss of rent, until the **buildings** are repaired or reinstated.

The most **we** will pay is 15% of the sum insured on **buildings** unless included elsewhere within the Schedule.

The reinstatement must be done without delay.

Alternative Accommodation

If the **buildings** are made uninhabitable by **Damage** from any cause insured by this section, **we** will pay the cost of reasonable alternative accommodation during the period needed to restore the **buildings**

The most **we** will pay is 20% of the sum insured on **buildings**

Property Owners Liability

What is insured

Any amounts which **you**, as owner of the **premises** become legally liable to pay as compensation for accidental death of or accidental personal injury to any person or accidental **damage** to material property, occurring during any **period of insurance**.

Your legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **premises** which have been disposed of by **you**. Provided that **you** have no other specific insurance in force.

The most **we** will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is the amount shown in the Schedule.

We will also pay legal costs awarded to any claimant or incurred in defending any claim

What is not insured

Any liability:

- Arising from an agreement which imposes a liability which **you** would not otherwise have been under
- Arising from the occupation of the **premises**
- For **damage** to property owned or held in trust by **you** or in **your** custody or control
- For bodily injury or disease sustained by any employee
- For the cost of remedying any defect or alleged defect in the **premises**.

Settling claims

We will pay the full cost of repair or reinstatement of the damaged part of the **buildings** provided that the work is done without delay or at **our** option **we** will arrange for the work to be carried out. However, **we** will take off an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the **buildings** when new.

Trace and access

In the event of **damage** by peril D or G **we** will also pay for

- Costs and expenses incurred in locating the source of the **damage**
- Costs and expenses incurred in repairing any **damage** caused in locating the source of the **damage**
- The most **we** will pay is £15,000

Average

The sum insured under each **building** is separately subject to **average**.

Additional Costs

We will pay the necessary and reasonable costs that **you** incur in repairing or reinstating the **buildings** following **damage** insured under this section, namely:

- Fees to architects, surveyors, consulting engineers and others.
- The cost of clearing the site and making it and the **premises** safe
- The cost of complying with any government or local authority requirement following **damage** unless **you** were given notice of the requirement before the **damage**.

We will not pay:

1. Fees for preparing a claim under this section
2. For the cost of undamaged parts of the **buildings** (except the foundations of the damaged parts)
3. The cost of work stipulated in any notice already served upon **you**
4. For costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent
5. For costs or expenses arising from **Pollution** or Contamination of property not insured by this policy.

Limits

The most **we** will pay for **damage** to the **buildings**, including additional costs, is the sum insured under Section A.

Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give **you** written notice to the contrary.

Provided that **you**:

1. Pay the appropriate additional premium
2. Take immediate steps to carry out any amendments in the protection of the **premises** that **we** may require

The most **we** will reinstate in any one **Period of Insurance** is the sum insured.

Selling your buildings

If **you** are selling **your buildings** **we** will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

Capital Additions

The insurance **we** provide in this section includes:

- Any newly acquired **buildings** in the United Kingdom that are not otherwise insured
- Alterations, additions and improvements to **buildings**, but not for any increase in their value during the current **Period of Insurance** at any of the **premises** insured under the policy.

Provided that:

- The most **we** will pay at any one situation is 10% of the total sum insured under Section A or £500,000 whichever is the lesser
- **You** must tell **us** as soon as possible of any extension to cover as detailed above and take out insurance cover from the date that **our** liability commenced.

Tenants

Your rights under this policy will not be prejudiced by anything, which **your** tenant, occupying or using the **premises**, does, or fails to do if it was unknown to **you** or beyond **your** control.

Provided that **you** tell **us** as soon as **you** know and pay any additional premium required.

Excess

The **excess** applicable under this section is shown in the schedule attached to the policy.

Section B - Trade Contents

Property Insured

- 1 **Stock in Trade and goods in trust**
- 2 **Trade fixtures and fittings, machinery and all other contents including:**
 - The shop front and if fixed to the **buildings**, any external signs, fitments or blinds
 - Tenant's improvements and decorations
 - **Your** personal belongings or those of **your** employees, directors and visitors (other than motor vehicles). The most **we** will pay is £500 any one person
 - Documents, manuscripts and **business** books for their value as stationery plus the cost of clerical labour to reproduce them
 - Computer systems records for the cost of the materials and of clerical labour and computer time in reproducing them. The most **we** will pay is £10,000
 - Telephone and fax installations
 - Trade samples and goods held in trust
 - Patterns moulds, models, plans or designs

All contained in the **buildings** and belonging to **you** or for which **you** are responsible.

The following property is not included as trade contents:

- Landlord's fixtures and fittings
- Any cost in connection with producing information to be recorded in documents, manuscripts, **business** books or computer systems records
- Motor vehicles and their accessories
- Personal belongings comprising jewellery and furs
- Livestock
- Explosives
- Cash, cheques, stamps or banknotes except as provided for elsewhere in this section
- Glass except as provided for elsewhere in this section
- Deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection
- Property more specifically insured

The Cover

What is insured

The trade contents are insured against **damage** caused by the perils shown in the schedule.

A Fire Lightning, explosion or earthquake.

What is not insured

Damage (except for fire **damage**) caused by the explosion of any steam pressure apparatus which:

- **You** own or control
- Is not for domestic use

B Riot or civil, labour or political disturbances or vandals or malicious people.

Damage caused:

- By theft or attempted theft
- Through confiscation, destruction or requisition by order of the Government or any Public Authority.
- **Damage** resulting from stoppage of work.

C Storm or Flood.

Damage:

- Caused by frost, subsidence, ground heave or landslip
- To **stock** in trade or goods in trust in the lowest storey of the **buildings** unless placed on racks at least fifteen centimetres above floor level
- Due to a change in the water table level

What is insured

The trade contents are insured against **damage** caused by the perils shown in the schedule.

D Escape of water from fixed water apparatus.

E Impact by aircraft or other aerial devices or by any vehicle and articles falling from them or by animals.

F Falling aerials, aerial fittings or masts.

G Leakage of fuel oil used solely for domestic purposes in connection with the **buildings**.

H a) Theft or attempted theft. **We** will also pay for **damage** to the **buildings** where **you** are legally responsible for them
b) Robbery or attempted robbery committed in the **premises**.

Provided that all existing devices for securing the **premises** are put into full and effective operation at night and whenever the **premises** are left unattended.

J Accidental escape of water from an automatic sprinkler installation

What is not insured

Damage:

- To **stock** in trade or goods in trust in the basement and ground floor of the **buildings** unless placed on racks at least fifteen centimetres above floor level.
- Caused by water discharge or leaking from any automatic sprinkler installation
- To any building which is empty or unoccupied for more than 30 consecutive days

Damage:

- Caused by the erection, dismantling, repair or maintenance of such apparatus.

Damage:

- Caused by theft or attempted theft not involving entry or exit from the **buildings** by forcible and violent means.

Damage:

- From any building which is empty or unoccupied for more than 30 consecutive days.
- Caused by explosion, earthquake or fire

Seasonal Increase

The sums insured by **stock** under Section B will automatically increase annually by 30% during November and December and for 30 days before Easter Day or any other 3 month period agreed by **us**.

Additional Costs

Property Temporarily Removed

We will pay for **damage** to trade contents whilst temporarily removed for cleaning, renovation, repair or similar purposes by any peril applicable provided that the trade contents remain within the territorial limits.

We will not pay for:

- **Stock** or goods in trust
- **Your** belongings or those of **your** employees
- **Damage** caused by storm or flood whilst in the open.

The most **we** will pay is 15% of the sum insured by contents of Section B as specified in the schedule.

Theft of keys

We will pay for the necessary replacement of locks following the loss of keys to the **buildings** or to any safe or strongroom in the **buildings** by theft from:

- The **buildings**
- The home of any employee or director.

Provided that if the keys are to a safe they are not left in the **buildings** overnight.

The most **we** will pay is £1,000.

Loss of Metered Water

We will pay excess water charges demanded on **you** by the water supply authority following loss of metered water as a result of **damage** to fixed water pipes, apparatus and tanks by perils A-H.

The most **we** will pay is £5,000.

Trace and Access

In the event of **damage** by perils D or G **we** will also pay for:

- Costs and expenses incurred in locating the source of the **damage**
- Costs and expenses incurred in repairing any **damage** caused in locating the source of the **damage**.

The most **we** will pay is £15,000

Debris Removal Costs

We will pay for costs and expenses incurred for removing debris of the trade contents following **damage** by perils A-J.

We will not pay for:

- Costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent.
- Costs or expenses arising from **Pollution or Contamination** of property not insured by this policy.

Settling claims

In the event of **damage** by perils A - J to the property insured:

1. By item 2 of section B as specified in the schedule **we** will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred
2. Under any other item in section B as specified in the schedule **we** will indemnify **you** either by payment, repair or at **our** option, reinstatement.

Average

The sums insured by this section are subject to **average**.

Limits

The most **we** will pay under any item is the sum insured applicable to that item.

Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give **you** written notice to the contrary.

Provided that **you**:

- Pay the appropriate additional premium
- Take immediate steps to carry out any amendments in the protection of the **premises** that **we** may require

The most **we** will reinstate in any one **Period of Insurance** is the sum insured.

Capital Additions

The insurance **we** provide in this section includes:

- Any newly acquired machinery in the United Kingdom that is not otherwise insured
- Alterations, additions and improvements to machinery, but not for any increase in their value during the current **Period of Insurance** at the **premises**.

Provided that:

- The most **we** will pay at any one situation is 10% of the total sum insured by item 2 of section B as specified in the schedule up to a maximum of £500,000
- **You** must tell **us** as soon as possible of any extension to cover as detailed above and take out insurance cover from the date that **our** liability commenced.

Excess

The **excess** applicable under this section is shown in the schedule attached to the policy.

Extension Number 1 - available for Sections A and B - Accidental Damage Applicable as shown in the Schedule

What is insured

The Insured perils A-K of section A and A-J of section B are extended to include **damage** from any cause which is not excluded by the terms, conditions and limitations of the policy.

What is not insured

Any **damage** which is not insured under perils A- K of Section A and A-J of Section B.

Damage caused by or happening through:

- a) Faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear or frost.

This shall not exclude the subsequent accidental loss, destruction or **damage** resulting from another cause which happens afterwards and is not otherwise excluded

- b) i) collapse or cracking of **buildings**
ii) Corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching
iii) Change in colour, flavour, texture or finish but this shall not exclude such **damage** if resulting from a cause which is not otherwise excluded
- c) Theft or attempted theft
- d) Acts of fraud or dishonesty
- e) i) Disappearance, unexplained or inventory shortage, misfiling or misplacing of information
ii) Cracking, fracturing, collapse or over-heating of boilers, economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers
iii) Mechanical or electrical breakdown and/or machinery or equipment

but this shall not exclude:

- Such **damage** if resulting from a cause which is not otherwise excluded
 - Subsequent **damage** if resulting from another cause which happens afterwards and is not otherwise excluded
- f) Subsidence, ground heave or landslip
- g) Normal settlement or bedding down of structures within two years of completion or during the contract maintenance period, whichever is the longer
- h) Any process of cleaning, repairing, restoring cutting, preparation or fitting
- i) Wind, rain, hail, sleet, snow, flood or dust to moveable property in the open
- j) Felling or lopping trees.

What is insured

Accidental **damage** to underground cables, pipes or tanks servicing the **buildings** for which **you** are responsible.

What is not insured

Damage to:

- a) Property in transit
- b) Property or structures in course of construction or erection and materials or supplies in connection with all such property
- c) Gates or fences.

Any consequential **damage**.

Extension Number 2 applying to Section B - Glass Applicable as shown in the Schedule

The Cover

What is insured

Accidental breakage of fixed glass for which **you** are responsible in the **premises**.

The most **we** will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262.

We will also pay for:

- The cost of boarding up until the broken glass is replaced
- **Damage** to frames and framework of any description and the cost of removing any trade contents which may have to be removed to replace the glass.

What is not insured

- Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss.
- Breakage of cracked or scratched glass.
- **Damage** resulting from repairs or alterations to the **premises**.

Sanitaryware

What is covered

Accidental breakage of fixed sanitaryware at the **premises** for which **you** are responsible.

What is not covered

Damage resulting from repairs or alterations to the **premises**.

Extension Number 3 applying to Section B - Specified Property Applicable as shown in the Schedule

The Cover

What is insured

Damage to the property shown in the schedule from any cause occurring within Europe.

What is not insured

Mechanical or electrical breakdown.

Loss from an unattended road vehicle, unless

- Property insured is out of plain sight, all door, windows and other points of entry are securely locked and fastened and all keys removed from the vehicles. Any alarm and/or immobiliser fitted to the vehicle being set and in full and effective working order or,
- The vehicle is parked or garaged within a locked building, yard or compound.

Damage caused by:

- Wear and tear or gradual deterioration, moth or vermin or climatic conditions
- Cracking, scratching or breakage of records, glass or other brittle material
- Any process of cleaning, alteration, maintenance or repair
- The use of bent, foreign or false coins.

Settlement of claims

We will pay the full cost of repair or reinstatement of the property insured to a condition equal to, but not better than, its condition when new provided that the cost is incurred.

Average

The sum insured for each item under this section is separately subject to **average**.

Excess

The **excess** applicable under this section is shown in the Schedule.

Extension Number 4 applying to Section B - Frozen Food Applicable as shown in the Schedule

Definitions

Appliance

Any frozen or chilled cabinet, deep freezer, cold room or cold store which is not more than 10 years old and is within the **buildings**

The Cover

What is insured

Damage to all frozen or chilled food contained in any **appliance** caused by:

- Change in temperature resulting from:
 - i) Mechanical or electrical breakdown of the **appliance**
 - ii) Accidental failure of the public electricity supply at the terminal points of the supply authority's feed to the **premises**
- Accidental leakage of refrigerant or refrigerant fumes.

The most **we** will pay is the sum insured shown in the schedule.

What is not insured

Damage:

- Caused by **your** wilful neglect
- **Damage** caused by failure of the public supply of electricity due to the deliberate act of the supply authority

Average

The sum insured under this section is subject to **average**.

Excess

The **excess** applicable under this section is shown in the Schedule

Material Damage Standard Clauses Applicable to Section A and Section B

Subrogation Waiver

In the event of a claim arising under this policy, **we** agree to waive any rights, remedies or relief to which **we** may be entitled by subrogation against;

1. Any company whose relationship to **you** is either a parent to subsidiary or subsidiary to parent
2. Any company which is a subsidiary of a parent company of which **you** are a subsidiary

as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of the **damage**.

Contract (Rights of Third Parties) Act

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

Public Authorities

Subject to the following special conditions the insurance in respect of **Buildings** and **Contents** extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations (hereinafter the Stipulations) of:

- a) European Community Legislation, or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority in respect of:
 - i) The lost destroyed or damaged property hereby insured
 - ii) Undamaged portions thereof

Excluding:

- a) The cost incurred in complying with the Stipulations:
 - i) In respect of **damage** occurring prior to the granting of this extension.
 - ii) In respect of **damage** not insured by the policy.
 - iii) Under which notice has been served upon the Insured prior to the happening of the **damage**.
 - iv) For which there is an existing requirement which has to be implemented within a given period
 - v) In respect of property entirely undamaged
- b) The additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Special conditions

- i) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **damage** or within such further time as **we** may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **our** liability under this extension not being thereby increased.
- ii) If **our** liability under (any item of) the policy, apart from this extension, shall be reduced by the application of any of the terms and conditions of the policy then **our** liability under the extension (in respect of any such item) shall be reduced in like proportion.
- iii) The total amount recoverable under any item of the policy in respect of this extension shall not exceed:
 - a) In respect of the lost destroyed or damaged property, its sum insured.
 - b) In respect of undamaged portions of property (other than foundations):

15% of the total amount for which **we** would have been liable had the property insured by the item at the **Premises** where the **damage** has occurred been wholly destroyed
- iv) The total amount recoverable under any item of the policy shall not exceed its sum insured
- v) All the terms and conditions of the policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

Material Damage Special Clauses Applicable to Section A and Section B

(only applicable if shown on the Schedule)

A - Day One (Non Adjustable)

For each Item of property insured to which this clause applies (as stated in the Schedule).

- The first and annual premiums are based upon the **Declared Value** as stated in the schedule.

Declared Value shall mean

Your assessment of the cost of reinstatement of the Property Insured and the additional cost of reinstatement to comply with

- a) European Union Legislation
- b) Act of Parliament
- c) Bye-Laws of any public authority

The **Declared Value** incorporated in each Item is stated in the Schedule

- **You** must notify **us** of the declared value at the start of each **Period of Insurance**. If **you** fail to notify **us** **we** will use the last Declared Value notified to **us**.

- **We** will not pay under this clause

- a) until **you** have incurred the cost of replacing or repairing the property
- b) if **you**, or someone acting on **your** behalf, have insured the property under another policy which does not have the same basis of reinstatement.
- c) If **you** do not comply with any of the provisions of this clause
 - The maximum **we** will pay in respect of each separate location subject to this clause is stated in the Schedule.

B - First Loss (Average Clause)

When the sum insured is shown as FIRST LOSS in the Schedule, if at the time of **damage** the total value of the property is greater than the amount declared as the total value, **you** will bear a rateable share of the loss

C - Collusion

We will indemnify **you** in respect of **damage** caused by theft or attempted theft involving entry to or exit from the **buildings** by forcible and violent means where any of **your** employees are involved as principal or accessory.

D - Obsolete Buildings Clause

The basis of settlement for the purpose of **average** shall be;

- a) The cost of purchasing a similar building to **your** building plus an allowance for site clearance costs,
- Or
- b) The cost of erecting a modern **building** providing comparable facilities to the Insured **building** plus an allowance for professional fees, site clearance costs and additional expenditure which might arise out of local authorities' requirements.

Section C - Money

Sub Section 1 Money and Non Negotiable Items

Definitions

Money

Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp, franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by **you** and VAT purchase invoices, all pertaining to the **business** and belonging to **you** or for which **you** are responsible.

Business Hours

Any time when **you**, or any of **your** employees, or directors with responsibility for money are in the **business** portion of **your premises** for the purpose of **your business**.

Non Negotiable Items

Money in the form of crossed cheques, postal orders, crossed banker's drafts, credit card sales vouchers. Premium savings bonds, National Savings certificates, unused units in postage stamp franking machines, stamped or franked National Insurance cards and VAT purchase invoices

The Cover

What is insured

Physical **damage** to:

- Money
- Safes or strongrooms which normally contain money caused by theft or attempted theft.

Provided that:

- a) Whenever the **premises** are unattended any safe containing money is securely locked and all keys to that safe are removed from the **premises** or kept on **your** person or one of **your** employees
- b) **You** keep a complete record of money in transit and on **your premises** and deposit that record in a secure place other than a safe or strongroom containing money
- c) Outside of **Business Hours** **you** must leave tills and cash registers open and unlocked

d) Where money in transit insured by item 2 (e) exceeds:

- £2,500 it must be accompanied by at least two able bodied adults
- £5,000 it must be accompanied by at least three able bodied adults.
- £7,500 it must be accompanied by at least four able bodied adults
- £10,000 it must be carried by an approved security company

What is not insured

Loss from:

- Any unattended road vehicle.
- Vending or gaming machines unless mentioned in the schedule
- Unattended rooms during **business** hours for any amount exceeding £500 unless **you** have left the money in a locked desk, cupboard, strong box or safe and **you** have removed the keys from the room.

Damage caused by or due to:

- The dishonest acts of any employee not discovered within 7 days of the occurrence
- Clerical or accounting errors

We will pay the amount shown in the schedule for the following:

1. Non Negotiable Items
2. Money
 - a) In **your premises** outside **business** hours not in a locked safe or strongroom.
 - b) In **your** home or that of any authorised **employee**.
 - c) In **your premises** outside **business** hours in a locked safe or strongroom.
 - d) In **your premises** during **business** hours.
 - e) In transit by **you** or **your** employees or in any bank night safe.
 - f) In vending or gaming machines.

Sub Section 2

Assault Definitions

Bodily Injury

Accidental injury, not including sickness disease or any naturally occurring condition, or degenerative process, or any gradually operating cause.

Insured person

You or any **employee** aged not less than 16 years nor more than 75 years

Loss of sight

The permanent and total loss of sight which **we** will consider having happened:

- In both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- In one eye if, after correction, the degree of sight **you** have left is 3/60 or less on the Snellen scale(meaning **you** can see at three feet what **you** should be able to see at sixty feet).

Loss of one or more limbs

In the case of a leg, total and permanent loss of, or loss of use of, a complete leg or foot.

In the case of an arm, total and permanent loss of, or loss of use of, a complete hand.

Permanent Total Inability to attend any occupation or business

A disability, which totally prevents the insured person from working in any job and which will probably continue for the rest of their life.

Temporary Total Inability to attend to the usual occupation or business

A disability, which totally prevents the insured person from carrying out all parts of their usual occupation for **you**.

Usual Occupation

The occupation of the **insured person** as shown in **your** records at the time of the **bodily injury**

We will pay the sum as shown in the Schedule if **you** or any **employee** sustain **bodily injury** by violent or, external and visible means as a result of malicious attack by anyone stealing or attempting to steal **money** or **trade contents** and if the injury is the only and direct cause of;

- a) Death
- b) **Loss of Sight**
- c) Total **Loss of one or more limbs**
- d) **Permanent total inability to attend to any occupation or business**
- e) **Temporary total inability to attend to the usual occupation or business**

If any of **your** clothing or personal belongings or those of any **employee** are damaged as a result of malicious attack by anyone stealing or attempting to steal **money** or **trade contents**, **we** will pay for that loss.

The most **we** will pay is £250.

Provided that:

- **You** or any employee is engaged on **your business** at the time of the attack
- The **money** or **trade contents** are insured under the policy
- Under benefit e. **we** will not pay the benefit for more than 104 weeks
- **We** will only pay a benefit if death or disablement occurs within twelve months of the date of injury
- If **we** are satisfied that disability under benefit e. is permanent, benefit d. shall become payable when benefit e. is exhausted. Except for this, **we** will not pay more than one benefit for the same accident
- **We** will not pay for more than one benefit for the same accident
- **We** will not pay more than one benefit for the same period of time
- No benefit shall be paid until its entire amount has been agreed.
- No benefit shall be paid if the **insured person** is aged under 16 years or over 70 years at the time of the attack.

Section D - Goods in Transit

Definitions

Working Hours

The whole period during which the vehicle is being used by its driver in connection with **your business**.

In Transit

Being carried from the time the property is lifted to the time it is unloaded at its destination including:

- a) loading and unloading
- b) the use of recognised 'roll on, roll off' vehicle ferries providing no unloading or reloading of the vehicle is involved
- c) whilst temporarily housed on or off the vehicle in the course of the carriage but excluding any installation, erection or testing.

The Cover

What is insured

Damage to the **trade contents** while in transit anywhere within the **territorial limits** by any road vehicle operated by **you** or any haulier or by parcel post or rail.

The most **we** will pay is the limit of liability shown in the schedule.

We will also pay for:

- **Damage** to tarpaulin sheets and ropes whilst being carried or any road vehicle operated by **you**
- Personal property belonging to the driver and/or mate whilst in the vehicle up to £250 any one person
- Expenses incurred in:
 - i) Removing or reloading the **trade contents** following **damage** to the **trade contents** in connection with any vehicle or trailer operated by **you**, following **damage** to the **trade contents**, its spilling from the vehicle or trailer or an accident to the vehicle or trailer
 - ii) Sue and labour costs which **you** have to pay.

The most **we** will pay is £1000

What is not insured

Loss from an unattended vehicle operated by **you** unless the vehicle:

- a) During **working hours** has all doors and windows and other means of access securely fastened and locked
- b) At all times out of **working hours** is housed in a securely locked garage or in **premises** which are constantly guarded.

Damage arising from:

- Depreciation, delay, inadequate documentation or consequential loss
- Wear and tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination
- The carriage of explosives or any other dangerous goods the carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars, and cigarettes, radios, television sets, video recorders, tape recorders and the like, non ferrous metals and scrap, coins, **money**, stamps, stamp collections, bonds, securities, computer records, deeds, documents, **business** books, manuscripts, plans and patterns unless specifically agreed and shown on the schedule
- Any consequence of riot, strike or civil commotion occurring in Northern Ireland or Republic of Ireland.

Any **damage** to the containers, trailers or demountable vans or the like.

Loss from a soft topped, open topped or open sided vehicle or trailer caused by:

- Storm
- Theft or attempted theft unless also involved theft of the vehicle or trailer.

Any **damage** to the trade contents carried by parcel post in excess of £500.

Special Conditions applying to Section D

You must take all reasonable care to prevent any loss by;

- Maintaining **your** vehicles in a roadworthy condition and ensuring that they are suitable for the purpose for which they are used.
- Taking reasonable care in the selection of **employees** by obtaining references and providing instruction to and supervision of **employees**
- Complying with any regulations imposed by any lawful authority

Excess

The **excess** applicable under this section is shown in the Schedule

Section E - Book Debts

Definitions

Outstanding Debit Balances

The amounts debited or invoiced to customers as set out in **your** accounts but not paid at the time of the **damage** adjusted for bad debts and any abnormal trading conditions which had or could have a material effect on **your business**

Professional accountant's charges

The reasonable charges payable by **you** to **your** professional accountant for producing the details **we** require for any claim

The Cover

If **your** books of account or other **business** books or records;

- a) At the **premises** or
- b) Whilst temporarily removed from the **premises** and within the territorial limits including whilst in the post suffer **damage** which is insured by this policy and as a direct result of such **damage you** are unable to trace or establish the outstanding debit balances due to **you, we** will pay **you**
 - The difference between **outstanding debit balances** and the total amount traced or received.
 - Additional expenses incurred by **you** with **our** consent in tracing and establishing **outstanding debit balances**
 - **Professional accountant's charges**

Provided that if the sum insured by this section is less than the **outstanding debit balances** the amount **we** will pay will be reduced in proportion to the amount of under insurance.

Limit

The most **we** will pay is the sum insured shown in the Schedule.

Automatic Reinstatement of loss

We will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give **you** written notice to the contrary provided that **you** pay the appropriate additional premium.

The most **we** will pay in any one **Period of Insurance** is the sum insured.

Special Conditions applying to section E

1. **We** will not pay if the **business** is or is about to be permanently discontinued, wound up or carried on by a liquidator or receiver, or if **your** interest ceases, other than by death, unless **we** have agreed to do so.
2. **You** must keep **your** books of account and other **business** books and records containing customers accounts in fire resisting safes or fire resisting cabinets of at least 2 hours fire resistance or store such records elsewhere than at the **premises**.

Special Exclusions applying to Section E

1. **Damage** caused directly or indirectly by the following is not insured:
 - i) Erasure loss distortion or corruption of information on any **Data Processing System** or other records programmes or software caused deliberately by rioters strikers locked out workers persons taking part in labour disturbances or civil commotion or malicious persons.
 - ii) Other erasure loss distortion or corruption of information on any **Data Processing System** or other records programmes or software unless resulting from an insured peril A-J of Section B in so far as it is otherwise excluded

Section F - Loss of Licence

Definitions

Loss of Licence

- Forfeiture due to licensing regulations
- Refusal to renew by licensing authority

Due to causes beyond **your** control

Licence

The Licence granted for the retail sale of excisable liquor

The Cover

What is insured

We will pay for the reduction in the value of **your** interest in;

- The **premises** or
- The **business**

The most **we** will pay is the sum insured shown in the schedule

What is not insured

We will not pay

- Where **you** can obtain statutory compensation
 - Where **loss of licence** arises out of
- a) Any town or country planning, improvement or redevelopment
 - b) Compulsory purchase or surrender
 - c) Reduction or redistribution of licenses
 - d) A change in the law
 - e) Caused through the misconduct, or connivance, or neglect, or omission by **you**

Special conditions

1. **you** must notify **us** in writing immediately that **you** become aware of any

- a) Change in tenancy or management of the **premises**.
- b) Transfer or proposed transfer of the **Licence**
- c) Complaint against the **premises** or the control of the **premises**

d) Any action or complaint against;

- i) **You**
- ii) the **Licence** holder
- iii) the Manager

iv) the Tenant or other occupier of the **premises** for breach of the licensing law, or any other matter where the integrity of the person concerned is brought into question

e) Objection to renewal of the **Licence**, or other reasons, which could endanger the **Licence** or its renewal.

2. If in relation to any claim **you** have failed to comply with any of the following conditions **you** will lose **your** right to claim.

In the event of a **Loss of Licence**, **you** must inform **us** in writing within 24 hours. **You** are also required to provide any assistance or information **we** may request

Section G - Business Interruption

Definitions

Estimated Income

The amount declared by **you**, which represents the income which is anticipated to be earned during the financial year most nearly concurrent with the **period of insurance**. If the **maximum indemnity period** exceeds 12 months the estimated income should increase proportionately.

Income

The money paid or payable to **you** in the course of **your business** at the **premises** for goods sold and delivered and services provided less the purchase cost of the goods, carriage, packing, freight, bad debts or discounts allowed.

Indemnity Period

The period during which the **business** is affected by the **damage**, from the date of the **damage** but not exceeding the **maximum indemnity period** shown in the schedule.

Maximum Indemnity Period

The number of months stated in the schedule.

The Cover

We will pay for the loss of **income** occurring during the **indemnity period**, resulting from **damage** caused by any of the insured perils under Sections A and B (unless specifically excluded)

Provided at the time of the **damage** there shall be insurance in force covering **your** interest in the property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance.

We will pay:

- The difference between the income **you** would have received during the **indemnity period** if there had been no **damage** and the income **you** actually received during that period.
- Extra expenses that **you** necessarily and reasonably incur in order to minimise the interruption or interference with the **business** during the **indemnity period**. Provided that the expenses incurred are not more than the reduction in **income**, which would otherwise have been incurred.

We will take into account in calculating the payment for loss of income:

- Any savings during the **indemnity period** from **business** expenses payable out of **income** which stop or are reduced as a result of the **damage**
- Any income **you** earn from conducting the **business** elsewhere during the **indemnity period**.

Limit

The most **we** will pay, including auditors and professional accountants charges, shall not exceed 133.3% of the sum insured shown in the schedule.

Special Conditions applying to Section G - Business Interruption

1. The first and annual premiums are provisional and based on the estimated **income**. **You** shall provide to **us**, not later than six months after the expiry of each **period of insurance**, a declaration confirmed by **your** auditors or professional accountants of the **income** earned during the financial year most nearly concurrent with the **period of insurance**.

If any **Damage** occurs giving rise to a claim for loss of **income**, the above mentioned declaration shall be increased by **us** for the purpose of premium adjustment by the amount by which the **income** was reduced during the financial year solely because of the **Damage**.

If the declaration (adjusted as provided above and proportionately increased where the **maximum indemnity period** exceeds 12 months): -

- a) Is less than the estimated **income** for the relative **period of insurance**, **we** will allow a pro-rata return of premium paid on the estimated **income** (but not exceeding 25% of such premium).
 - b) Is greater than the estimated income for the relative **period of Insurance**, **you** shall pay a pro-rata addition to the premium paid on the estimated **income**.
2. **You** shall, prior to each renewal, provide **us** with the estimated income for the financial year most nearly concurrent with the next year of Insurance
 3. **We** will not pay if the **business** is or is about to be permanently discontinued, wound up or carried on by a liquidator or receiver, or if **your** interest ceases, other than by death, unless **we** have agreed to do so.
 4. **You** must back up data records at least once every seven days and either
 - a) Store such records at the **premises** in a fire resisting data cabinet of at least two hours fire resistance
 - or
 - b) Store such records elsewhere than at the **premises**.

5. If, following **damage** giving rise to a claim under this Section **you** hold a salvage sale during the **indemnity period** of property, which is the subject of the **damage** claim, **we** will pay the actual loss of **income** less the amount of **income** saved attributable to the salvage sale.
6. In the event of a claim arising under this Section, **we** agree to waive any rights, remedies or relief to which **we** may be entitled by subrogation against ;
 - a) Any company whose relationship to **you** is either a parent to subsidiary or subsidiary to parent
 - b) Any company which is a subsidiary of a parent company of which **you** are yourselves a subsidiary

as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the **Damage**.
7. The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless **we**, or **you**, give written notice to the contrary. However, **you** must pay the additional premium required to reinstate the Sum Insured.
8. **We** will pay **your** auditors and professional accountants reasonable charges for
 - a) Producing information **we** require for investigating any claim and
 - b) Confirming the information is in accordance with **your business** books.

Special Exclusions applying to Section G

1. **Damage** caused directly or indirectly by the following is not insured:
 - i) Erasure loss distortion or corruption of information on **Data Processing Systems** or other records programmes or software caused deliberately by rioters strikers locked out workers persons taking part in labour disturbances or civil commotion or malicious persons.
 - ii) Other erasure loss distortion or corruption of information on **Data Processing Systems** or other records programmes or software unless resulting from an insured peril A-K of Section A or A-J of Section B in so far as it is not otherwise excluded.

BUSINESS INTERRUPTION EXTENSIONS

These extensions only apply if specifically mentioned in the Schedule

A. PROPERTY STORED

Your property whilst stored in any **premises** within the **territorial limits**. **We** will not indemnify **you** in respect of property stored in **premises** occupied or partially occupied by **you**.

We will not pay more than 10% of the Sum Insured or £100,000 whichever is the lesser amount.

B. PATTERNS

Your patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs while at any **premises** situate within the **territorial limits**, of any machine makers, engineers, founders or other metal workers, but excluding any **premises** wholly or partly occupied by **you**.

We will not pay more than 10% of the Sum Insured or £100,000 whichever is the lesser amount.

C. TRANSIT

Your property in transit by road, rail or inland waterway within the **territorial limits**. **We** will not indemnify **you** in respect of impact or collision with the conveying road or rail vehicle or waterborne craft.

We will not pay more than 10% of the Sum Insured or £100,000 whichever is the lesser amount.

D. MOTOR VEHICLES

Motor Vehicles, belonging to **you** anywhere within the **territorial limits** but not in any **premises you** occupy.

We will not pay more than 10% of the Sum Insured or £100,000 whichever is the lesser amount.

E. CONTRACT SITES

Any situation within the **territorial limits**, where **you** are carrying out a contract. **We** will not pay more than 10% of the Sum Insured or £100,000 whichever is the lesser amount.

F. EXHIBITION SITES

Any situation within the **territorial limits**, where **you** are exhibiting goods. **We** will not pay more than 10% of the Sum Insured or £100,000 whichever is the lesser amount.

G. FAILURE OF PUBLIC SUPPLY

We will pay for loss of **income** resulting from the failure of the public supply of electricity, gas or water at the terminal point of the supply authorities feed to the **premises** resulting from **damage**, caused by any of the insured perils under Section A or B, at land-based **premises** of the public electricity, gas or water supply undertaking from which **you** obtain electricity, gas or water.

We will not pay in respect of accidental failure

1. Caused by the deliberate act of any supply authority or by the exercise by any supply authority's power to withdraw or restrict supply or services
2. Caused by any industrial action
3. Drought or any scheme of rationing unless necessitated solely by physical **damage** to a part of the authority's property

Provided that there is no liability under this Extension for loss

- 1) Arising from any cause within **your** control
- 2) If duration of the failure does not exceed 4 hours

We will not pay more than 10% of the Sum Insured or £100,000 whichever ever is the lesser amount.

H. PREVENTION OF ACCESS

Damage to Property in the vicinity of **your premises**, which prevents or hinders access to the **premises**. **We** will not pay more than 10% of the Sum Insured or £100,000 whichever is the lesser amount.

J. DAMAGE IN THE VICINITY

Damage to property in the vicinity of **your premises**, which causes loss of custom of the **business** directly due to reduction in customers visiting the area. **We** will not pay more than 10% of the Sum Insured or £100,000 whichever is the lesser amount.

K. SPECIFIED SUPPLIERS

The **premises** of **your** suppliers stated in the Schedule.

L. UNSPECIFIED SUPPLIERS & STORAGE SITES

Any of **your** suppliers' **premises** or storage sites within the **territorial limits**. **We** will not pay in respect of **damage** at any **premises** of suppliers of electricity, gas, water or telecommunications services. **We** will not pay more than 10% of the Sum Insured or £100,000 whichever is the lesser amount.

M. SPECIFIED CUSTOMERS

The **premises** of **your** customers stated in the Schedule

N. UNSPECIFIED CUSTOMERS

Any of **your** customers within the **territorial limits**. **We** will not pay more than 10% of the Sum Insured or £100,000 whichever is the lesser amount.

O. NOTIFIABLE DISEASES

We will pay for loss of **income** resulting from

1. An outbreak of any notifiable disease occurring at the **premises** or which is attributable to food and drink supplied from the **premises**
2. The discovery of vermin or pests at the **premises** which causes a competent local authority to restrict the use of the **premises**
3. Murder or suicide occurring at the **premises**;
4. Closure of the **premises** by a competent local authority because of defects in the drains or other sanitary arrangements in the **premises**

Notifiable Disease Means:

Illness sustained by any person resulting from food or drink poisoning or any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS), an outbreak of which the competent local authority has stipulated must be notified to them.

Provided that the beginning of the **indemnity period** will be:

- i) In the case of (1) and (3) , when the incident happens or is discovered
- ii) In the case of (2) and (4), the date when the restrictions on the **premises** are applied for the period specified in the **indemnity period**.

The most **we** will pay is 10% of the Sum Insured or £100,000 which ever is the lesser amount.

P. DOCUMENTS TEMPORARILY REMOVED

Loss of **income** and/or extra expenses as insured by this Section incurred by **you** during the **indemnity period** as a result of interruption or interference with the **business** caused by **damage** insured by this Policy to plans, designs, deeds, briefs, non-negotiable documents, manuscripts, **business** books, office and computer systems records belonging to **you** or for which **you** are responsible within the **territorial limits** including whilst in the post.

Section G - Business Interruption - Increased Cost of Working

Definitions

Indemnity Period

The period during which the **business** is affected by the **damage**, from the date of the **damage** but not exceeding the **maximum indemnity period** shown in the schedule

Maximum Indemnity Period

The number of months stated in the schedule

The Cover

We will pay **your** additional expenditure, which has been reasonable and necessarily incurred, as a result of **damage** at the **premises** to continue the **business** during the **indemnity period**.

The maximum amount **we** will pay will not exceed

1. During the first three months of the **indemnity period** 50% of the Sum Insured.
2. 10% of the sum insured for any month after that initial period.

We will also pay **your** auditors and professional accountants reasonable charges for

- a) Producing information **we** require for investigating any claim and
- b) Confirming the information is in accordance with **your business** books.

The maximum **we** will pay for any claim, including auditors and professional charges, is the Sum Insured.

Limit

The most **we** will pay is the Sum Insured shown in the schedule.

Special Conditions applying to Section G - Increased Cost of Working

1. **We** will not pay if the **business** is permanently or is about to be discontinued, wound up or carried on by a liquidator or receiver, or if **your** interest ceases, other than by death, unless **we** have agreed to do so.
2. In the event of a claim arising under this section, **we** agree to waive any rights, remedies or relief to which **we** may be entitled by subrogation against;
 - a) Any company whose relationship to **you** is either a parent to subsidiary or subsidiary to parent
 - b) Any company which is a subsidiary of a parent company of which **you** are yourselves a subsidiary as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the **Damage**.
3. The sums insured stated in the schedule will not be reduced by the amount of any claim unless **we** or **you** give written notice to the contrary. However, **you** must pay the additional premium required to reinstate the sum insured.

Special Exclusions applying to Section G

1. **Damage** caused directly or indirectly by the following is not insured:
 - i) Erasure loss distortion or corruption of information on **Data Processing Systems** or other records programmes or software caused deliberately by rioters strikers locked out workers persons taking part in labour disturbances or civil commotion or malicious persons.
 - ii) Other erasure loss distortion or corruption of information on **Data Processing Systems** or other records programmes or software unless resulting from an insured peril A-K of Section A or A-J of Section B in so far as it is otherwise excluded

Section G - Business Interruption - Rent Receivable

Definitions

Notes:

- a) To the extent that **you** are accountable to the tax authorities for Value Added tax, all terms in this policy shall be exclusive of such tax.
- b) For the purposes of these definitions, any adjustments implemented in current cost of accounting shall be disregarded.

Rent receivable

The money paid or payable to **you** in the course of **your business** from the letting of the **premises**

Standard rent receivable

The **rent receivable** during the period in the 12 months immediately before the date of the **damage** which corresponds with the **indemnity period** (or in the event of a claim arising from **damage** occurring before the completion of the first year's trading of the **business** at the **premises**, the proportional equivalent of **rent receivable** from the date the **business** commenced to the date of the **damage**) which will be adjusted to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred. The adjusted figures shall represent as near as reasonably practicable the results which would have been obtained during the relative period after the **damage** had the **damage** not occurred.

Indemnity period

The period beginning with the occurrence of the **damage**, and ending not later than the **Maximum Indemnity Period** stated in the schedule, during which the results of the **business** shall be affected in consequence of the **damage**.

Maximum Indemnity Period

The number of months stated in the schedule.

Professional accountant's charges

The reasonable charges payable by **you** to **your** professional accountant for producing details **we** require for a claim.

The Cover

Rent receivable

We will pay for the loss of rent receivable occurring during the **indemnity period**, resulting from **damage** caused by any of the insured perils A-K under section A to the **buildings** of the **premises** shown in the schedule

Provided that:

At the time of the **damage** there shall be an insurance in force covering **your** interest in the property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance

We will pay:

1. The difference between the **rent receivable** and the **standard rent receivable** during the **indemnity period** as a result of the **damage**
2. Extra expenses that **you** necessarily and reasonably incur in order to minimise the interruption or interference with the **business** during the **indemnity period**
3. **Professional accountants' charges**.

We will take into account in calculating the payment:

- Any savings during the **indemnity period** from **business** expenses payable out of **rent receivable** which stop or are reduced as a result of the **damage**
- Any **rent receivable** **you** earn from conducting the **business** elsewhere during the **indemnity period**.
- The most **we** will pay is the amount shown in the schedule

Cost of reletting

We will pay costs that **you** necessarily and reasonably incur in reletting the **premises** (including legal fees) solely in consequence of **damage**.

Buildings awaiting sale

If at the time of **damage** **you** have contracted to sell **your** interest in the **buildings** and the sale is cancelled or delayed solely due to the **damage** **we** will pay at **your** option either:

The loss of rent from the date of the **damage** until the date the **buildings** would have been sold or expiry of the **indemnity period** if earlier

Or

The loss in respect of interest from the date the **buildings** would have been sold if the **damage** had not occurred to the actual date of sale or with the expiry of the **indemnity period** if earlier. The loss on respect of interest being:

- i) The actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the **business**
- ii) The investment interest lost to **you** on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph i) above)

Less any amount of **rent receivable**.

We will also pay with **our** consent

Additional expenditure being the expenditure necessarily and reasonably incurred during the **indemnity period** following the **damage** solely to avoid or minimise the loss payable under i) and ii) above

Capital additions rent receivable

We will pay for loss of rent for:

- Any newly acquired or newly erected **buildings** or alterations, additions or extensions to **buildings** covered under section A, that is not otherwise insured

Provided that:

- The most **we** will pay at one situation is 10% of the sum insured under this section up to a maximum of £100,000 during any one **Period of Insurance**.
- **You** must tell **us** as soon as possible of any extension of cover as detailed above and take out insurance cover from the date **our** liability commenced.

Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give **you** written notice to the contrary.

Provided that **you**:

- Pay the appropriate additional premium
- Take immediate steps to carry out any amendments in the protection of the **buildings** **we** may require.

The most **we** will reinstate in any one **Period of Insurance** is the sum insured.

Special conditions applying to Section G - Rent Receivable

1. **We** will not pay if the **business** is permanently or is about to be discontinued, wound up or carried on by a liquidator or receiver, unless **we** have agreed to do so.
2. **You** must keep **your** books of account and other **business** books records containing customers accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance or store such records elsewhere than at the **premises**.

Special Exclusions applying to Section G - Rent Receivable

1. **Damage** caused directly or indirectly by the following is not insured:
 - a) Erasure loss distortion or corruption of information on **Data Processing Systems** or other records programmes or software caused deliberately by rioters strikers locked out workers persons taking part in labour disturbances or civil commotion or malicious persons.
 - b) Other erasure loss distortion or corruption of information on **Data Processing Systems** or other records programmes or software unless resulting from an insured peril A-K of Section A or A-J of Section B in so far as it is otherwise excluded

Section H - Liabilities

Definitions

Business

For the purpose of section H the **business** shall include:

- Private work carried out by any of **your** employees for **you** or any of **your** directors or executives
- Participation in exhibitions
- The provision and management of canteen social sports and welfare organisations for the benefit of **your** employees
- The maintenance of property and **premises** by **you**

Products

Any commodities or goods or any thing (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported, or disposed of by **you** or on **your** behalf of any structure constructed, erected or installed or contract work executed by **you** or on **your** behalf in the course of **your business**.

The Cover

Employers Liability - Section H1

What is insured

Your legal liability for death, bodily injury or disease sustained by any **employee** which arises out of and in the course of his employment by **you** in connection with **your business**.

We will pay:

- All sums **you** become legally liable to pay for any claim for damages settled or defended with **our** consent
- Claimant's costs and expenses
- All costs and expenses **you** incur with **our** consent in defending any claim for damages.

Provided that the death, bodily injury or disease is sustained:

- During any **Period of Insurance**
- Within the **territorial limits**
- Or to **employees** employed within the **territorial limits** and temporarily working elsewhere, engaged solely in non manual work.

What is not insured

Any liability for death, bodily injury or disease sustained by any **employee**:

- On any offshore installation or support or accommodation vessel for any offshore installation or in transit, to from or between any offshore installation or support or accommodation vessel

- For which compulsory motor insurance or security is required under either of the following:

The Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992

The Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Insurance Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

Limit of Liability

The most **we** will pay is £10,000,000 for any one claim against **you** or by **you** or series of claims against **you** or by **you** arising out of one cause. If the cause is **Terrorism** the most **we** will pay is £5,000,000.

The amount shall be inclusive of:

- i) All legal costs and other expenses incurred by any claimant or claimants.
- ii) All legal costs and other expenses incurred in defending any claim or claims.

Where **we** agree to indemnify more than one party then nothing in this policy shall increase **our** liability to pay any amount in respect of one claim or series of claims in **excess** of the amount stated above.

Extensions to the Employers' Liability cover

What is insured

Unsatisfied Court Judgements

If any **employee** or his personal representatives obtains a judgement for damages for death, bodily injury or disease against any Company or individual operating from **premises** within the **territorial limits** and that judgement remains unpaid for more than six months **we** will pay to the **employee** or his personal representatives, at **your** request, the amount of any unpaid damages and awarded costs. Provided that:

- The death, bodily injury
 - i) Is caused during the **Period of Insurance**
 - ii) arises out of and in the course of his employment in **your business**
- There is no appeal outstanding at that time
- If any payment is made under this extension the **employee** or his personal representatives shall assign the judgement to **us**

Court Attendance Expenses

What is not insured

We will pay **you** the rates shown below if any such people are required to attend court as a witness at **our** request, in connection with a claim for which insurance is provided under this section:

- i) **You** or **your** partner or any director - £250 per day
- ii) Any **employee** - £100 per day

Special Conditions applying to Section H1 - Employers Liability

The cover provided by this insurance is in accordance with the law relating to compulsory insurance of liability to employees within the **territorial limits** but **you** will have to repay all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

Public Liability - Section H2

What is insured

Your legal liability for:

- Accidental death of or personal injury to any person
- Accidental **damage** to material property of any person
- Accidental obstruction, trespass, nuisance or interference with pedestrian, road, rail, air or waterborne traffic.
- Charges of wrongful arrest or malicious prosecution being brought against **you** arising out of any allegation of shoplifting or other improper conduct at **your premises** by any person other than an **employee**.

occurring during any **period of insurance** within the **territorial limits** in connection with **your business**.

We will pay all sums **you** shall become legally liable to pay as compensation.

What is not insured

Any liability:

- For bodily injury or disease sustained by any **employee** arising out of and in the course of his employment by **you** in connection with **your business**.
- Arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged.
- For **damage** to property which belongs to **you** or is held in trust by **you** or borrowed, rented, leased or hired for use by **you**.

This shall not apply to:

- i) Personal property (including vehicles and their contents) of **your** visitors, **employees** or directors.
 - ii) **Buildings** or their contents temporarily occupied by **you** for the purpose of carrying out work.
 - iii) **Premises** rented, hired, leased or lent to **you** unless the liability attaches solely because of a contract or agreement.
- For **damage** to that part of any property upon which **you** or **your** servant or agent has been working, where the **damage** is a direct result of such work.
 - For liquidated damages, fines or penalties which attach solely because of a contract or agreement.

- Arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by **you** or on **your** behalf:

- i) Which is licensed for road use
- ii) For which compulsory motor insurance or security is required.
- iii) Which is more specifically insured

This shall not apply to:

- a) the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured
- b) The use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required

- Arising from the ownership, possession or use by **you** or on **your** behalf of:

- i) Craft designed to travel through air or space
- ii) Hovercraft or watercraft other than non powered craft not exceeding six metres in length.

- Arising from **products** after they have ceased to be in **your** custody or control

This shall not apply to food or beverages for consumption on **your premises** where **you** are carrying on **your business**

- Arising out of programming or for loss of information or the provision of wrong information on in or from computer disks, tapes or other **Data Processing Systems**.
- The **excess** as shown in the schedule for costs which **you** may become legally liable to pay in respect of **damage** to the property of any third party.

Limit of Liability

The most **we** will pay for all claims made for anyone occurrence or all occurrences of a series arising out of one original cause is as shown on the schedule.

The amount shall be inclusive of:

- i) All legal costs and other expenses incurred by any claimant or claimants
- ii) All legal costs and other expenses incurred in defending any claim or claims.

Where **we** agree to indemnify more than one party then nothing in this policy shall increase **our** liability to pay any amount in respect of one claim or series of claims in **excess** of the amount stated in the schedule.

Products Liability - Section H3

What is insured

Your legal liability for:

- Accidental death of or personal injury to any person
- Accidental **damage** to material property of any person

occurring anywhere in the world during the **Period of Insurance** in connection with **products** supplied in or from the **territorial limits** and caused by **products**.

We will pay all sums you become legally liable to pay as compensation.

What is not insured

Any liability:

- For bodily injury or disease sustained by any **employee** arising out of and in the course of his employment by **you** in connection with **your business**
- For replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any **products**
- Arising from any **products** which at the time of the contract of sale or supply are knowingly:
 - i) Sold or supplied for use in craft designed to travel through air or space
 - ii) Exported to the United States of America or Canada
- Arising from any **products** in **your** custody or control
- For liquidated damages, fines or penalties which attach solely because of a contract or agreement
- Arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged
- Arising out of programming or for loss of information or the provision of wrong information on, in or from computer disks, tapes or other **Data Processing Systems**.

Limit of Liability

The most **we** will pay for any one **period of insurance** is as shown on the schedule.

The amount shall be inclusive of:

- i) All legal costs and other expenses incurred by any claimant or claimants.
- ii) All legal costs and other expenses incurred in defending any claim or claims.

Where **we** agree to indemnify more than one party then nothing in this policy shall increase **our** liability to pay any amount in respect of one claim or series of claims in **excess** of the amount stated in the schedule.

Extensions to the Public Liability and Products Liability cover

Public Liability during visits abroad

What is insured

The Public Liability cover applies to non manual work carried out during temporary visits anywhere in the world in connection with **your business** by **you**, any **employee** or director normally resident in and travelling from within the **territorial limits**

Personal Liability during visits abroad

What is insured

The personal liability of:

- **You**
- Any **employee**
- The family of any **employee** or director while accompanying such a person during temporary visits anywhere in the world in connection with **your business**

provided that such persons listed above shall keep to the terms, limitations and conditions of this policy as they apply to the public liability cover.

What is not insured

Any liability:

- Arising from any contract or agreement which imposes a liability that **you** would not otherwise have been under
- Arising from the ownership or occupation of any land or **buildings**
- Arising from the carrying on of any trade or profession
- Arising from the ownership, possession or use of:
 - i) Firearms
 - ii) Mechanically propelled vehicles
 - iii) Craft designed to travel through air and space
 - iv) Hovercraft or watercraft
 - v) Animals of dangerous species.
- Arising from **damage** to property owned or held in trust by:
 - i) **You**
 - ii) Any **employee** or director
 - iii) The family of any **employee** or director
- For accidental death of or illness of or personal injury to any member of the family of any **employee** or director or to any **employee** of any director or **employee**.

Cross Liabilities

What is insured

Where this policy is in the joint names of more than one party **we** will deal with any claim as though a separate policy had been issued to each of them.

Data Protection Act

What is insured

We will pay all sums **you** become legally liable to pay under Section 13 of the Data Protection Act 1998 in accordance with personal data held by **you**.

What is not insured

Fines or penalties.
The cost of replacing, reinstating, rectifying or erasing any personal data.

Motor Contingent Liability

What is insured

All sums which **you** and **you** alone shall become legally liable to pay as compensation for:

- i) Accidental death of or accidental personal injury to any person
- ii) Accidental **damage** to material property arising out of the use of any motor vehicle being used in connection with **your business**.

What is not insured

Any liability:

- Arising from the use of a motor vehicle which **you** own or provide
- Arising from a motor vehicle driven by **you**
- For any **damage** to the vehicles or goods carried in them
- Arising while the vehicle is being driven by any person who, to **your** knowledge, does not hold a current driving licence and is not disqualified from holding one
- Arising outside of the **territorial limits**
- Attaching to any person other than **you**

Extensions to the Employers' Liability, Public Liability and Products Liability cover

Additional benefit

What is insured

We will pay the costs incurred with **our** consent for:

- i) Representation at any Coroner's Inquest or Fatal Enquiry in respect of any death
- ii) Defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section.

Indemnity to Principal

What is insured

In the event of any claim for which **you** would be entitled to receive indemnity under this section being brought or made against any Public or Local Authority or other principal **we** will indemnify the said Public or Local Authority or other principal against such claim and/or any costs, charges and expenses for such claim.

Indemnity to Directors and Employees

What is insured

If the following people have a claim made against them for which **you** would be insured by this section, **we** will pay for any amounts for which they are legally liable

- Any **employee** or director
- Any officer, member or **employee** of **your** social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- **You** request **us** to do so
- Such people shall keep to the terms, conditions and limitations of this policy.

Health and Safety at Work Act Etc 1974

What is insured

We will pay, at **your** request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against **you** or one of **your employees** or directors for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including legal costs and expenses incurred with **our** consent in an appeal against conviction.
Provided that the breach was committed or alleged to have been committed during the **period of insurance**.

What is not insured

Proceedings brought outside the **territorial limits**.
This extension shall not apply:

- i) Where proceedings relate to any deliberate or intentional act or omission
- ii) To fines or penalties of any kind.

All extensions to the Liabilities section are subject to the following:

- **we** shall not be liable unless **we** have the sole conduct and control of all claims
- they shall not apply to any liability which is insured under any other policy
- the most **we** will pay is the **limit of indemnity** shown on the schedule.
- the terms limitations and conditions of the policy insofar as they can apply.

Special Conditions and Exclusions applying to section H

1. **We** may free ourselves from any further liability by paying to **you** or on **your** behalf the maximum sum payable under the public or products liability section or should any payments have been made, the balance of such maximum sum.

If the sum payable for any claim or claims made against **you** is greater than the maximum sum payable **you** shall pay the extra amount. **You** shall also pay such proportion of the law costs as the extra amount bears to the total sum payable for such claim or claims.

2. Any action taken as a result of a claim being made under this policy must be the subject of English Law (or Scottish Law where applicable).
3. **We** will not provide an indemnity under this policy for any bodily injury or disease sustained by **you** or any person **Closely Related** to **you**. **Closely Related** means husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half brother, or half sister.
4. **We** will not indemnify **you** against any liability assumed by **you** by an agreement other (than liability arising out of a condition of warranty of goods implied by law) unless such liability would have applied in the absence of an agreement.
5. **We** will not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Special Condition and Exclusions applying to section H2 - Public Liability and section H3 - Products Liability

1. Liability arising from **Pollution or Contamination** is not insured unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All **Pollution and Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

2. Liability arising from any act of **terrorism** is not insured. **We** will also not pay for any liability arising out of any action taken by any authority or other person or entity to prevent, control or suppress any act of **terrorism**.
3. **We** will not pay for liability for damages, direct or consequential, on account of bodily injury, or loss or **damage** to property:
 - Arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - Associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mold, spore(s) or allergensIrrespective of the cause of such fungus, mildew, mold, spore(s) or allergens, and whenever or wherever occurring
4. **We** will not indemnify **you** against liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component or building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

COMPLAINTS PROCEDURE

Our aim is to provide all customers with a first class standard of service. However there may be occasions when you feel this objective has not been achieved.

Any enquiry or complaint that **you** may have should in the first instance be addressed to the broker who arranged this cover for you.

Please quote **your** Policy number in all correspondence so that **your** complaint may be dealt with speedily.

If **you** are still unhappy with any issue connected with the handling of **your** insurance policy or claim then **you** should direct **your** enquiry to

Giant Risk Solutions Limited
Abbey Business Centre
176 St Vincent Street
Glasgow
G2 5SG

If for any reason you remain less than satisfied with the handling of your insurance policy or claim then you should write to:

The Compliance Officer of Great Lakes Reinsurance (UK) PLC

1 Minster Court
Mincing Lane
London
EC3R 7YH.
Tel: 020 7929 2893
Fax: 020 7626 0371

In the event of contacting Great Lakes Reinsurance (UK) PLC you are still dissatisfied then you may be able to refer to:

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

Tel: 0845 080 1800.

Further information is available from them.

Additional information if **you** are a retail customer

Compensation

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme (FSCS). **you** may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations. The FSCS will meet the first £2,000 of **your** claim in full plus 90% of the balance without any upper limit. Further details can be obtained from www.fscs.org.uk.