



Tattoo & Body Piercing

Business Insurance

Policy Wording

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Policy Wording

Welcome

Welcome to **Your** Tattoo & Body Piercing Insurance Policy Wording.

This **Policy** has been prepared in accordance with **Your** instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with **Your** requirements and that **You** understand its limits, terms, conditions and exclusions. The insurance broker or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary.

This Policy consists of:

- The **General Insuring Clause** which explains the basis on which cover is provided;
- The **Schedule** which states who the insured is, what is being covered and other terms, such as the **Period of Insurance**, details of which Sections of the **Policy** operate, the types of losses insured, **Limits of Liability** and matters and amounts for which **You** are responsible;
- **Definitions** which define particular words and expressions applying to the whole of this **Policy** or, where specifically stated, applying to a particular Section. These are highlighted in **bold** and Capitalised and they are explained in the 'Definitions' Section of this document;
- The **Sections** of the **Policy** which give precise details of the cover being provided;
- The **Extensions to all / Specified Sections** of the **Policy** detail the extensions provided to the coverage under the Sections;
- The **General Property Damage Insurance Conditions** and **General Property Damage Insurance Exclusions** of cover applying to the whole of Sections A, B, C, D & E or, where specifically stated, applying to a particular Section;
- The **General Liability Insurance Conditions** and **General Liability Insurance Exclusions** of cover applying to the whole of Sections F, G & H or, where specifically stated, applying to a particular Section;
- Any **Endorsements** which might apply to the **Policy** or individual Sections and which incorporate Extensions, limitations, amendments and such like.

You should immediately notify **Us** via **Your** insurance broker or other intermediary of any changes which may affect the insurance provided by this **Policy**.

If **You** have any questions about **Your Policy** or would like to make any changes to the cover provided, please contact the broker who arranged **Your Policy**.

General Insuring Clause

This **Policy** Wording, the **Schedule** and any **Endorsements** attached to these documents form the contract of insurance between **You** and **Us**. They should be read together as if they are one document. In return for the payment of the insurance premium and subject to the terms and conditions of **Your Policy**, **We** will provide the cover explained in **Your Policy** documentation for the duration of **Your Policy**.

We have relied on the information provided by **You** or anyone else acting on **Your** behalf, including the accuracy of such information, in the application process for this insurance, which includes the proposal form and all written materials provided in support.

Where insurance is provided by more than one insurer, the insurers' obligations under this **Policy** in accordance with the terms and conditions contained herein or endorsed hereon, are several and not joint. This means that insurers are limited solely to the extent of their individual subscriptions and are not jointly liable for the proportion of any co-subscribing insurer who for any reason does not satisfy all or part of their obligations.

This Policy wording, the **Schedule, Endorsements** and any other attachments form one document containing the legal agreement between **You** and **Us**.

Claims Helpline – Property Damage Insurance (Sections A to E)

Should **You** need to report or make a property damage insurance claim to **Us**, please contact **Our** specialist claims handler Broadspire, whose details are below. **You** may if **You** wish also advise **Your** broker to do this on **Your** behalf.

Telephone: +44 (0) 845 450 2236
Email: britukproperty@broadspiretpa.co.uk

Claims Helpline – Liability Insurance (Sections F to H)

Should **You** need to report or make a liability insurance claim to **Us**, please contact **Our** specialist claims handler Woodgate and Clark Limited, whose details are below. **You** may if **You** wish also advise **Your** broker to do this on **Your** behalf.

Telephone: +44 (0) 1732 520273
Out of office hours: +44 (0) 1732 520270
Email: new.claims@woodgate-clark.co.uk

Definitions

These Definitions are applicable to the whole Policy unless otherwise stated.

These Definitions are subject to the terms, conditions, limits and exclusions of the Policy.

Wherever the following words appear in **bold** starting with a Capital letter, they will have the same meaning as defined here.

Also, the following applies:

- a) words importing the singular will include the plural and vice versa;
- b) references to persons include bodies corporate or unincorporated;
- c) words importing any gender will include all genders;
- d) reference to any statute or statutory provision, orders or regulations will include references to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this **Policy**; and
- e) reference to any statutory or other body will include the successor to that body.

A

Accident / Accidental

Means a single, sudden, external and unexpected event by violent and visible means, which occurs at an identifiable time and place.

Accidental Damage

Means physical loss or physical destruction of or damage to tangible **Property Insured** as a result of a single, sudden, external and unexpected event by violent and visible means, which occurs at an identifiable time and place during the **Period of Insurance**.

Actual Value

Means the amount it would cost to repair or replace **Property Insured**, on the date of **Damage**, with material of similar kind, condition and quality, with deduction for outdatedness and physical depreciation.

Act of Sabotage

Means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Act of Terrorism

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

Authorised Resident

Means **You**, **Your** tenant(s) and any member of **Your** family permanently residing with **You** at the premises, or any other person authorised by **You**.

B

Building(s)

Means:

- 1 the permanent fixed structures and permanent foundations below ground level, situated at the **Insured Premises**, constructed mainly of brick, stone or concrete and roofed mainly with slates, tiles, concrete, metal or asbestos unless otherwise agreed by **Us**; and
- 2 including garages, annexes and extensions to the permanent fixed structures;

- 3 landlord's fixtures and fittings in or on such permanent fixed structures; which are the property of or have been leased to **You** or for which **You** are legally responsible.

Unless more specifically insured, the following property of **Yours** or for which **You** are legally responsible will also be included in the definition of **Building(s)**:

- A. annexes and outbuildings;
- B. tenants' improvements which **You** are legally responsible for;
- C. conveyors, trunks, lines, wires, service pipes and similar property on the **Insured Premises** extending to the public mains;
- D. walls, gates and fences;
- E. landscaping, swimming pools, ponds, lakes, reservoirs, and other similar water features;
- F. car parks, yards, roadways, walking surfaces and similar surfaces at the **Insured Premises**;
- G. security lighting, security cameras and other security or fire protection devices, affixed receiving and communication aerials, their fittings and masts fixed to the buildings;

Business

Means the business as stated in the **Schedule**

C

Condition(s) Precedent

Means that these clauses must be satisfied before **We** become liable to make any payment to **You** under this **Policy**. In the event of **Your** breach of any **Condition Precedent**, in respect of any claim arising or contributed to by such breach, **We** are entitled to decline liability and will not be required to make any payment to **You** for such claim.

Contents

Means furniture, fixtures, fittings, decorations and other similar contents within the **Buildings** which are

- 1. owned by **You** or for which **You** are legally responsible; and
- 2. contained within the **Insured Premises**,

Provided that **Contents** does not include mobile phones, laptops or similar portable electronic equipment, documents, tenants' property, money or any articles of gold, silver or other precious materials, jewellery or other personal items, unless specifically insured under this **Policy**.

D

Damage

Means physical loss or physical destruction of or damage to tangible **Property Insured** by an **Insured Peril**.

Debris Removal

Means costs and expenses necessarily and reasonably incurred by **You** with the prior consent of **Us** to:

- 1 remove debris from;
 - 2 dismantle and/or demolish;
 - 3 shore-up or prop up,
- the portion or portions of the **Property Insured** following **Damage**.

We will not pay for any costs or expenses:

- A. incurred in removing debris except from the site of the **Property Insured** and the area immediately adjacent to such site;
- B. arising from pollution or contamination of property not insured by this **Policy**.

Declared Value

Means **Your** assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with reinstatement valuations provided under the **Basis of Settlement** clause under **Conditions to Section A** at the level of cost applying at the

inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with allowance for, where applicable:

- A.** the additional cost of reinstatement to comply with public authority requirements;
- B. Professional Fees;**
- C. Debris Removal.**

Defence Costs

Means legal costs and expenses incurred by **You** (with **Our** prior consent) for the investigation and defence of a claim.

Denial of Service Attack

Means any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. **Denial of Service Attack** includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

E

Employee / Persons Employed

Means:

- a) a person under a contract of service or apprenticeship with **You**;
- b) labour master and persons supplied by them;
- c) labour only sub-contractors;
- d) a self-employed person working for and under **Your** control;
- e) a person hired or borrowed by **You**;
- f) a person undertaking study or work experience or youth training scheme with **You**; and
- g) voluntary workers or volunteers whilst working for **You** in connection with **Your Business**.

Endorsement(s)

Means a change in the terms and conditions of this insurance agreed by **You** and **Us**. **Endorsements** which apply to **Your** insurance (if any) will be shown in the **Schedule**.

Excess

Means the amount **You** will have to pay towards each separate claim as stated in the **Schedule**.

Under **Section A - Property Damage**, this will apply to each **Loss** or **Damage** at each **Insured Premises** separately after the application of the **Average Condition**.

F

Financial Loss

Means monetary loss unaccompanied by **Injury** or **Damage**.

G

Glass

Means:

- 1** Fixed glass and mirrors in or at the **Insured Premises**;
 - 2** Frames or framework which require to be removed to replace the glass;
 - 3** Window alarm foil, ornamental glass, lettering and silvering;
 - 4** Fixed external signs including neon signs,
- being **Your** property or for which **You** are responsible.

Gross Earnings

Means the amount by which:

- 1.** the sum of the amount of turnover less discounts allowed and the amount of the closing **Stock**, finished goods, raw materials and work in progress, exceeds:

2. the sum of the amount of the opening **Stock**, finished goods, raw materials and work in progress.

For the purpose of **Gross Earnings**, turnover means the money paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**. The amounts of the opening and closing **Stocks** and work in progress will be arrived at in accordance with **Your** normal accountancy methods, due provision being made for depreciation.

I

Incident

Means any event directly causing loss or **Damage**. **Incident** will include the continuous or repeated harmful exposure to substantially the same general conditions. All **Incidents** or series of **Incidents** consequent upon or attributable to one source or original cause will be regarded as a single **Incident** for the purposes of this **Policy**.

Indemnity Period

Means the period beginning with the **Damage** and ending not later than the end of the **Maximum Indemnity Period** thereafter during which there is interruption of the business in consequence of the **Damage**.

Injury

Means physical bodily injury including accidental death, disease or illness, wrongful arrest, detention, or false imprisonment.

Insured Peril

Means the following:

Fire; Lightning; Aircraft or other aerial devices or articles dropped or falling therefrom; Explosion; Earthquake; **Accidental Damage** but only to the extent specified in the **Schedule**); Storm; Flood; Escape of water from any tank, apparatus or pipe or escape of oil from a fixed oil-fired heating installation; Malicious Damage; Impact by any vehicle or animal; Theft; Subsidence, ground heave and landslip. (Limited exclusions may apply to specific perils. Please see **Exclusions Applicable to Section A and Section B**).

Insured Person

Means any partner, director or employee of **Yours** whose usual place of employment is at the **Insured Premises** or as otherwise specified in the **Schedule**

Insured Premises

Means the location(s) as specified in the **Schedule** or in any **Endorsement(s)**.

Insured Territories / Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man.

L

Legal Liability

Means damages, awards, or settlements entered into with **Our** prior written consent, and claimants' costs, charges and expenses, excluding:

- A. punitive or exemplary damages;
- B. criminal or civil fines or penalties;
- C. taxes;
- D. matters deemed uninsurable under the laws of England and Wales or for *Insureds* domiciled in Scotland, the laws of Scotland.

Limit of Liability / Limit of Indemnity

Means the Limit of Liability or Limit of Indemnity specified in the **Schedule**.

M

Maximum Indemnity Period

Means the number of months as specified in the **Schedule** which is the maximum period for which indemnity will be paid in accordance with the terms and provisions of **Section B - Business Interruption**

Money

Means current coinage, current bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, credit card company sales vouchers, credit card counterfoils, travellers tickets, phonecards (excluding phonecards held in stock for resale), VAT purchase receipts, contents of franking machines, holiday-with-pay stamps and luncheon vouchers all belonging to **You** or for which **You** have responsibility, but does not include cryptocurrency of any nature.

O

Occurrence

An accident including continuous or repeated exposure to substantially the same general conditions which results in **Injury** or **Damage** which is neither expected or intended by **You**.

Offshore

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

P

Period of Insurance

The period specified in the **Schedule** and any additional period agreed by **Us** as provided in any **Endorsement**, or until cancelled.

Policy

The entirety of the **Policy**, the **Schedule** and/or any **Endorsements** or amendments (whether or not such **Endorsements** or amendments are agreed prior to the **Policy** of insurance coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the **Policy** will be considered as referring to the entire **Policy**.

Pollution or Contamination

Means actual discharge, seepage, migration, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials at any time on to buildings and structures, atmosphere, surface water or groundwater, as a direct result of **Your Business**. **Pollution or Contamination** will include all **Damage** caused by such by such Pollution or Contamination.

Premium

Means the amount specified in the **Schedule**.

Property Insured

Means the subject matter insured as specified in the **Schedule**, but does not include any intellectual property.

Product(s)

Any tangible property after it has left **Your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, erected, sold, hired out, supplied, distributed, treated, processed, serviced, altered, worked on or repaired by **You** or on **Your** behalf in connection with **Your Business**.

Proposal

Any information provided by **You** (or on **Your** behalf) or any declaration made by **You** (or on **Your** behalf) in connection with the **Policy**, whether by means of a formal proposal or otherwise.

S

Sanitary Fittings

Means fixed items of sanitary ware at **Your** property, or for which **You** are responsible, situated within the **Insured Premises**.

Schedule

Means the document titled 'Schedule' attaching to and forming part of this **Policy** or, alternatively, the document titled 'Risk Details'.

Stock

Means any commodity, article or thing at the **Insured Premises** either belonging to **You** or held by **You** on behalf of a third party and for which **You** are responsible, which is available or intended for sale or distribution.

Sub-Limit

Means the Sub-Limit as specified in the **Schedule** which limit will be part of and not in addition to the **Sum Insured**.

Sum Insured

Means the **Sum Insured** as stated in the **Schedule** applicable to the particular item or the limit per location in accordance with the information provided by **You**.

U

Unoccupied

1. For the purpose of residential **Insured Premises**, means where the whole or part of the property is not lived in by the owner, tenant, or a person authorised by **You** for any period of more than 30 (thirty) consecutive days.
2. For the purposes of non-residential **Insured Premises**, means closed for business or not occupied for its usual business purposes, for any period of more than 30 (thirty) consecutive days.

V

Virus or Similar Mechanism

Means any programme code, programming instruction or any set of instructions intentionally constructed with the ability to **Damage**, interfere with or otherwise adversely affect any computer programme(s), data files or operations, whether involving self-replication or not. **Virus or Similar Mechanism** includes but is not limited to Trojan horses, worms and logic bombs.

W

War

Means war, invasion, acts of foreign enemies, hostile or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law.

We/Us/Our/Underwriters

For sections A-E - Brit Syndicate 2987 at Lloyd's.

For sections F-H - Axis Managing Agency Ltd/Axis syndicate 1686 at Lloyd's.

You / Your / Insured

- a) the person, persons or corporate body named in the **Schedule**; and
- b) **Your** subsidiary companies notified to **Us** and expressly accepted by **Us** as covered under this **Policy**.

This Section will not apply to the **Policy** unless specified as **INSURED** in the **Schedule**.

Section A – Property Damage

Cover

We will indemnify **You** against **Damage** to the **Property Insured** detailed below, provided that such **Damage**:

1. occurs during the **Period of Insurance**; and
2. is caused by an **Insured Peril**; and
3. occurs to **Your** property or for which **You** are legally responsible whilst at the **Insured Premises**;

subject always to the **Excess(es)** and the limits, terms, conditions and exclusions of this Section and the **Policy**.

Property Insured

1. **Building(s)**;
2. **Contents**;
3. **Stock**
4. Improvements, being improvements, alterations and interior decorations made to the **Insured Premises**;
5. Any other property specified in **Section A - Property Damage** in the **Schedule**.

Portable Stock in Trade and/or Portable Business Contents Extension (this only applies if this extension is operative on **Your Schedule**)

We agree that if, during the **Period of Insurance**, an item of **Contents** or **Stock** anywhere within the **Territorial Limits** stated in the **Schedule** sustains **Damage** from an **Insured Peril** which results in a valid claim under this **Policy**, We will replace the damaged items or at **Our** option will pay **You** either the cost of replacing the item as new or pay the cost of repairing any item.

Limit of Liability

Our liability under this Section including the Extensions to the Section will not exceed the **Sum Insured** or, in respect of any individual Extensions, the **Sub-Limit**, subject to any other limit of liability as specified herein or in the **Schedule**.

Extensions to Section A

Unless otherwise specified in the **Schedule** the following Extensions will apply, subject always to the limits, conditions and exclusions of this Section and the **Policy**.

1. Additional Costs

This Section extends to include cover for reasonable additional costs necessarily incurred by **You** to protect and make habitable the **Insured Premises**, following **Damage** insured under this Section, provided that **Our** liability under this Extension will not exceed the **Sub-limit** specified in the **Schedule** in respect of the **Insured Premises** at which the **Damage** occurred.

2. Architects', Surveyors' and Other Fees

In the event of **Damage** insured under this Section, We agree to indemnify **You** for the fees of architects, surveyors consulting engineers and other **Professional Fees** incurred for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the process of reinstatement of the **Buildings**, provided that:

- A. **You** must obtain **Our** written consent prior to the incurrence of any such fees and costs;
- B. We will not be liable for fees incurred in preparing any claim made under this **Policy**;
- C. We will not be liable for fees which are more than those authorised under the scales of the professional institutions and/or bodies regulating such charges prevailing at the time of the **Damage**; and

D. **Our** maximum liability under this Extension does not exceed the limit the **Sub-Limit** specified in the **Schedule**.

3. Arson, Theft and Criminal Acts Rewards Costs

In the event of **Damage** insured under this Section arising from arson, theft or other criminal acts, **We** will indemnify **You** for reasonable expenses incurred in paying rewards for information leading to a successful conviction or for information which the police believe will secure a conviction, provided that:

A. **You** must obtain **Our** written consent prior to the incurrence of any such expense; and

B. **Our** maximum liability under this Extension does not exceed the **Sub-Limit** specified in the **Schedule**.

4. Automatic Reinstatement of Sums Insured

It is hereby mutually agreed that, in the event of payment of a claim under this Section, the **Sum Insured** with respect to the claimed **Property Insured** will be reinstated to the full amount from the date of the claim until expiry of this **Policy** in consideration of the additional premium paid or payable by **You**.

5. Capital Additions, Alterations and Acquisitions

The insurance of **Building(s)** and **Contents** extends to include cover for capital additions, alterations, improvements and newly acquired and/or newly erected **Building(s)** provided that:

A. **You** declare to **Us** at intervals of not more than six (6) months, the date **You** became liable for and the value of such capital additions, alterations and improvements;

B. **We** will be entitled to charge an appropriate additional premium from the date of acquisition of the newly acquired property, capital additions, alterations, improvements, and **You** must pay such additional premium on demand from **Us**;

C. the maximum additional cover granted by this Extension will not exceed 10% (ten percent) of the **Sum Insured** for **Building(s)** or **Contents** depending on the item of **Property Insured** under which the new acquisition is categorised;

D. this Extension does not include cover for appreciation in value.

6. Clearing of Drains

If, in consequence of **Damage** caused by an **Insured Peril**, drains gutters and sewers, for which **You** are responsible, need to be cleared cleaned or repaired, **We** agree to pay the cost reasonably and necessarily incurred for such clearing, cleaning or repair provided that **Our** liability under this clause does not exceed the **Sub-Limit** specified in the **Schedule**.

7. Contents within Common Parts

The **Buildings** definition is extended to include **Contents** of the **Property Insured** up to the limit shown within the **Schedule**.

8. Contractors' Interest

With respect to work carried out at the **Insured Premises**, where required under the Joint Contracts Tribunal (JCT) or any similar contract conditions, **We** agree to:

A. note the interest of any contractor or arrange for any contractor to be a 'named joint insured'; and

B. provide cover for any permanent or temporary works for which **You** are responsible under the terms of a contract, but only to the extent for which **You** have accepted responsibility under such contract, provided that **Our** liability under this Extension does not exceed the **Sub-Limit** specified in the **Schedule**.

9. Debris Removal

We agree to insure the reasonable and necessary costs incurred in **Debris Removal** from an **Insured Premises** that remains as a direct result of **Damage** caused by an **Insured Peril** insured by this **Policy** provided that this Extension does not cover for costs of decontamination or the removal of:

A. contaminated uninsured property; or

B. the contaminant in or on uninsured property,

irrespective of whether or not such contamination, including but not limited to the presence of pollution or any other substance that has been declared to be hazardous to health by a governmental agency, results from an insured physical loss or **Damage**.

10. Decontamination and / or Decommissioning

In the event of **Damage** that is insured by this Section, **We** will indemnify **You** for expenses necessarily incurred by **You** with the prior consent of **Us**, in decontamination of **Property Insured** following **Damage** except that **We** will not be liable for:

- A.) any costs and expenses incurred in removing debris; or
- B.) any costs and expenses arising from **Pollution or Contamination** of property;

Our liability for such costs and expenses will not exceed the **Sub-Limit** shown in the **Schedule** during the **Period of Insurance**.

11. Extinguishment Expenses

It is hereby agreed that this Section extends to include reasonable reimbursement costs for:

- A. the refilling of fire extinguishing appliances;
- B. the replacement of used sprinkler heads; and
- C. repairing **Damage** to any gas or sprinkler fire extinguishment expenses,

arising out of **Damage** insured under this **Policy** provided that **Our** liability with respect to this Extension will not exceed the **Sub-Limit** specified in the **Schedule**.

12. Fly Tipping

This insurance will pay the cost of removing property illegally deposited on any part of the **Insured Premises** and the clean up or restoration costs directly associated with it, provided that **Our** liability does not exceed the **Sub-Limit** specified in the **Schedule**.

13. Public Authorities

We agree to pay the additional cost of reinstatement of the **Damaged Property Insured** incurred by **You** solely to comply with mandatory building or other Regulations arising out of any Act of Parliament or with Bye Laws of any municipal or local authority or other Codes of Practice in respect of the **Damaged Property Insured** and undamaged portions thereof, provided always that the amount recoverable under this Extension does not include:

- i) the cost incurred in complying with such Regulations, Bye Laws and Directives:
 - a) in respect of **Damage** occurring prior to inception of this **Policy**;
 - b) in respect of **Damage** not insured under this **Policy**;
 - c) under which notice has been served upon **You** prior to the happening of the **Damage**;
 - d) for which there is an existing requirement which must be implemented within a given period;
 - e) which are not in force at the time of the **Damage**.
- ii) the additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations, Bye Laws and Directives not arisen; or
- iii) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid such Regulations, Bye Laws and Directives.

Provided that:

- 1 the work of reinstatement must be commenced and carried out within a reasonable time and in any case must be completed within 12 (twelve) months after the **Damage**, or within such further time as **We** may (during the said 12 (twelve) months) in writing allow and may be carried out wholly or partially upon another site (if necessary) subject to **Our** liability under this Extension not being thereby increased;
- 2 if **Our** liability under any item of **Property Insured** in the **Schedule**, apart from this Extension, is reduced by the application of any of the terms and conditions of this **Policy** then, **Our** liability under this Extension in respect of any such item of **Property Insured** will be reduced in like proportion;
- 3 the total amount recoverable under any item of the **Property Insured** will not exceed:
 - A. in respect of the **Damaged Property Insured** – its **Sum Insured**;
 - B. in respect of undamaged portions of **Property Insured** (other than foundations) – 15% (fifteen percent) of the total amount for which **We** would have been liable for with respect to that item of **Property Insured**, had the **Insured Premises** where the **Damage** occurred, been wholly destroyed; or

C. the indemnity provided by this clause will be part of and not in addition to the **Sum Insured** specified in the **Schedule**;

- 4 all the terms, limits, exclusions and conditions of this Section and the **Policy**, except to the extent that they have been expressly varied, will apply as if they had been incorporated herein.

14. Glass and Sanitary Fittings

We will, at Our option, repair, replace, reinstate or pay the costs of repair or replacement of **Glass** or **Sanitary Fittings** in the event of its breakage as a direct result of an **Insured Peril** and the consequent cost of necessary boarding-up and the provision of a temporary door. For the purposes of this Extension, breakage will mean the **Accidental** fracture of the **Glass** extending through the entire thickness of thereof.

Provided that We will not be liable for:

- i) any breakage of **Glass** or **Sanitary Fittings** in respect of any **Unoccupied Building**; or
- ii) the **Excess** specified in the **Schedule** in respect of each and every **Occurrence**; or
- iii) any amount in excess of the **Sub-Limit** shown in the **Schedule**.

15. Inadvertent Omission to Insure

If stated as 'INSURED' in the **Schedule**, We agree to indemnify **Buildings** anywhere in the **Territorial Limits** which You are responsible to insure whether such **Buildings** are owned by or on lease to them or in which they are interested as mortgagees but which have inadvertently been left uninsured provided always that:

- A. Our liability under this clause will be in addition to the **Sums Insured**, but Our total liability for such amount payable under this clause will not exceed the **Sub-Limit** as shown in the **Schedule**;
- B. You will give notice in writing to Us immediately once You become aware of an omission to insure and will pay the appropriate premium from the date upon which the insurance of the property became Your responsibility; and
- C. You will carry out at not less than annual intervals a check of all properties owned by them or leased by them and for which they are responsible to ensure that effective insurance is in force for such properties.

16. Interim Protection and Repairs

This Section extends to include cover for the cost actually incurred by You in making temporary repairs to or boarding up of any of the insured **Buildings** and erecting temporary buildings in place of any of the insured **Buildings** following **Damage** insured caused by the **Insured Peril** provided that Our liability under this Extension is limited to the **Sub-Limit** specified in the **Schedule**. No amount will be payable under this Extension for any cost which is covered under **Extension 14 – Glass and Sanitary Fittings**.

17. Landscaped Grounds

It is agreed that the insurance by this Section extends to include the costs necessarily and reasonably incurred by You in making good the landscaped grounds of the **Insured Premises Damaged** by the fire brigade or any other emergency service in consequence of **Damage to Property Insured**. Our liability under this Extension is limited to the **Sub-Limit** specified in the **Schedule**.

18. Loss of Metered Water, Gas, and Electricity Charges, and Accidental Loss of Heating Oil

This Section extends to include cover for additional metered utility charges and additional heating oil charges incurred by You, following **Damage** insured hereby, at the **Insured Premises** during the **Period of Insurance**. Our liability will not for any such charges incurred by You in respect of any **Unoccupied Building(s)**.

The basis upon which the amount payable is to be calculated will be the amount of the utility or heating oil charges for the period during which **Damage** occurs, less the charge made to You for the corresponding period in the preceding year, adjusted for changes in suppliers' charges and for variations affecting the utility and/or heating oil consumption of You during the intervening period. Our liability under this Extension is limited to the **Sub-Limit** specified in the **Schedule**.

19. Replacement of Locks

This Section extends to include costs incurred by You as a result of the necessary replacement of locks or changing of alarm codes, if any of the keys to or access codes of the **Insured Premises** are accidentally lost or stolen from the **Insured Premises** or from the homes of principals, partners, directors or authorised **Persons Employed** provided that:

- A. the keys or the access codes are capable of being easily identified as keys/access codes to the **Insured Premises**; and
- B. if such keys relate to a safe or strong-room, they will not be left on the **Insured Premises** outside **Your** normal business hours.

Our liability under this Extension will not exceed the **Sub-Limit** specified in the **Schedule**.

20. Temporary Removal

This Section extends to cover **Contents** whilst temporarily removed elsewhere on the same or to any other premises within the **Territorial Limits** (including the private homes of directors, partners and authorised **Persons Employed**) for storage, cleaning, renovation, repair or similar reasons and in transit thereto and therefrom by road, rail or inland waterway provided always that:

- A. **Our** liability will not exceed the **Sub-Limit** as specified in the **Schedule**; and
- B. **We** will not be liable for losses insured under any other policy or recoverable under other parts of this **Policy**.

21. Theft Damage to Fabric of Building

We will indemnify **You** for **Damage** to the **Building** during the **Period of Insurance**, arising from:

- A. theft or attempted theft involving forcible and violent entry to or exit from **Buildings** at the **Insured Premises**; or
- B. theft of any part of the fabric of the **Buildings** whether or not there has been forcible and violent entry.

Provided that:

- i) **Our** liability under this Extension will not exceed the **Sum Insured** for **Buildings** specified in the **Schedule**, arising out of any one **Occurrence**; and
- ii) if such **Damage** is insured elsewhere, no liability will be admitted by **Us** under this Extension.

22. Trace and Access

In the event of **Damage** during the **Period of Insurance** arising from escape of water or fuel oil from any tank, apparatus or pipe, **We** agree to indemnify **You** in respect of:

- A. costs necessarily and reasonably incurred by **You** in locating the source of such **Damage**;
- B. in making good **Damage** caused as a consequence of locating such source; and
- C. the replacement of any fuel oil lost as a consequence of locating such source;

Provided that **Our** liability under this Extension is limited to the **Sub-Limit** specified in the **Schedule**.

23. Tree Removal

This Section is extended to include the cost of lopping, felling or clearance of fallen trees or branches which affect the **Insured Premises** or the safety of or access to the **Insured Premises** provided **Our** liability under this Extension is limited to the **Sub-Limit** specified in the **Schedule**.

24. Unauthorised Use of Electricity, Gas or Water

This Section is extended to include the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession of or occupying the **Insured Premises** without **Your** authority.

Provided that:

- A. **Our** maximum liability under this Extension does not exceed the limit the **Sub-Limit** specified in the **Schedule**; and
- B. **You** must take all practical steps to terminate such unauthorised use as soon as it is discovered.

25. Unrecoverable VAT

This Section is extended to include Value Added Tax paid by **You** in respect of **Buildings** (including self-supply Value Added Tax), which is not subsequently recoverable. Provided that:

- A. **Your** liability for such tax arises solely as a result of reinstatement of **Buildings** following **Damage** and **We** must have paid or must have agreed to pay for such **Damage**;
- B. if any payment made by **Us** in respect of the reinstatement of such **Damage** should be less than the actual costs of reinstatement any payment under this Extension resulting from **Damage** will be reduced in like proportion;
- C. **Your** liability for such tax does not arise from the replacement **Building** having a greater floor area than or being better or more extensive than the **Building** suffering **Damage**;

- D.** where an option to reinstate on another site is exercised **Our** liability under this Extension will not exceed the amount of tax that would have been payable had the **Building** been rebuilt on its original site; and
- E.** **Our** liability under this Extension will not include amounts payable by **You** as penalties or interest for non-payment or late payment of tax.

Conditions to Sections A

1. Average

- A.** The **Sums Insured** declared in respect of **Building(s)** and **Contents** specified in the **Schedule**, are separately subject to the following condition of Average:

If at the time of reinstatement the sum representing 85% (eighty five percent) of the cost which would have been incurred by **You** in reinstatement if the whole of that item of **Property Insured** had been destroyed, exceeds the **Sum Insured** with respect to that item, at the commencement of the **Damage**, then **You** will be considered as being **Your** own Insurer for the difference between the **Sum Insured** and the sum representing the cost of reinstatement of the whole of that item of the **Property Insured** and will bear a rateable proportion of the loss accordingly.

- B.** With respect to each item of the **Property Insured** for which Day One Basis (Non-Adjustable) is applicable and the premium is calculated on the basis of the **Declared Values** provided by **You** at the inception of the **Period of Insurance**, the following condition of Average will apply:

If at the time of **Damage** the **Declared Value** of the item of **Property Insured** covered is less than the cost of reinstatement (as defined under the 'Basis of Settlement' clause) at the inception of the **Period of Insurance** then **Our** liability for any **Damage** hereby insured will be limited to that proportion thereof which the **Declared Value** bears to the cost of reinstatement.

- C.** Where the item of **Property Insured** has the **Actual Value** applied, then the following condition of Average will apply:

If, at the time of **Damage**, the **Actual Value** of the item of **Property Insured** exceeds the **Sum Insured**, then **You** will be considered as being **Your** own insurer for the difference between the **Sum Insured** and the sum representing the cost of reinstatement of the whole of the **Property Insured** and will bear a rateable proportion of the loss accordingly.

2. Basis of Settlement

In the event of **Damage** insured under this Section, the basis of reinstatement of the **Property Insured** will be as follows:

- A.** where the **Property Insured** is destroyed
- i)** in case of a **Building(s)**, the cost of rebuilding of the **Building**; or
 - ii)** in the case of other property, cost of replacement with property of similar kind and quality, save that in respect of **Stock** this will not include any **Stock** which is perishable in nature and has exceeded its 'use by', 'best before', or equivalent, date; and
- B.** where the **Property Insured** is **Damaged**, the cost of repair or restoration of the **Damaged** property or part thereof, or in the case of **Stock**, the cost of replacement.

The repair, rebuilding or replacement should be to a condition and quality equal to but not better or more extensive than its condition when new.

3. Basis of Settlement Conditions

- A.** Where **We** agree or are required to reinstate or replace any **Property Insured**, **You** will, at **Your** own expense, produce and give to **Us** all such plans, documents, books and information as **We** may require for the reinstatement or replacement.
- B.** If **You** request, and **We** agree in writing not to repair or reinstate any **Property Insured**, then **Our** liability will be limited to the lesser of:
- i)** the **Actual Value** of the **Damaged Property Insured**; or
 - ii)** the difference between the market value of the **Damaged Property Insured** immediately prior to the **Damage** and the market value of the **Damaged Property Insured** immediately after the **Damage**.

It is agreed that the option to not repair or reinstate is at the sole discretion of **Us**.

- C.** Reinstatement may be carried out on another site and in any manner suitable to **Your** requirements provided that
- i)** the condition and quality of the reinstated property is equal to and not better or more extensive than its condition when new; and
 - ii)** **Our** liability is not being increased.

- D.** The reinstatement must be commenced and carried out with reasonable despatch failing which no payment beyond the amount which would have been payable under this **Policy** if this clause had not been incorporated herein will be made.
- E.** When any **Property Insured** is partly **Damaged** or destroyed, **Our** liability will not exceed the sum **We** would be required to pay for reinstatement if such property had been wholly destroyed.
- F.** No payment beyond the amount which would have been payable by **Us** under this **Policy** if this clause had not been incorporated therein will be made until the cost of reinstatement will have been actually incurred by **You**.
- G.** Where any computer or data processing equipment is replaced any improvement in performance or capacity consequent upon the replacement of such equipment with modern items will not be regarded as 'betterment' for the purposes of this clause.

4. Designation

For the purpose of determining the heading under which any property is insured, **We** agree to accept the designation under which such property has been entered into **Your** books of accounts.

5. Fire Break Doors and Shutters

It is a **Condition Precedent** to **Your** liability under this **Policy** that all fire break doors and shutters will be kept closed and must be maintained in efficient working order.

6. Inspection

We may, at **Our** option, arrange with **You** to have access to the **Insured Premises** at any reasonable times for the purposes of inspection. If the inspection or survey results highlight any defects or concerns which are likely increase the risk covered by this **Policy**, **We** reserve the right to cancel, suspend or alter any terms of this **Policy**. If **We** opt to suspend cover, such cover will only be reinstated after the defects have been remedied and the remedied situation is approved by **Us**.

7. Maintenance of Fire Extinguishers

It is agreed as a **Condition Precedent** to **Our** liability under this Section that **You** must:

- A.** inspect the appliances regularly for the purposes of ascertaining that they are maintained in proper working order and keep a written record thereof; and
- B.** remedy any defect promptly, whether disclosed by any such inspection or otherwise.

8. Mortgagees, Freeholders and Lessors

It is agreed that mortgagees, freeholders and lessors will not be prejudiced by any increase in the risk of **Damage** resulting from any act of negligence of any mortgagor, leaseholder, lessee or occupier of any **Building(s)** insured by this Section, provided such increase in risk is without their prior knowledge or authority and that **We** are notified immediately they become aware of such increase in risk.

9. Non-Invalidation

The insurance under this Section will not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to or beyond **Your** control, provided that **You** give notice to **Us** as soon as reasonably practicable after such act or omission or alteration comes to the notice of **You** and pays any additional premium required by **Us**.

10. Other Interests

In the event of **You** having property under the terms of any hire purchase or similar form of agreement, then the interest of such parties and the nature and extent of such interest will be noted in this insurance, subject to prior notification to **Us**.

11. Roof Maintenance

It is a **Condition Precedent** to the liability of **Us** under this Section(s) that:

- A.** all areas of flat felted roofs are inspected at least every year by a qualified builder or property surveyor and all defects; and
- B.** a record of all inspections is made and retained by **You** and is to be available for inspection by **Us** if **We** so require.

All losses to the flat roof area or resulting from or attributed to the flat roof area are subject to a policy excess of £500 in respect of each and every loss.

12. Seventy-Two Hours Clause

In the event of **Damage** caused by storm, tempest, flood, earthquake or storm during any one **Period of Insurance**, an **Occurrence** with regard to such **Damage** will be limited to seventy-two (72) consecutive hours for the purposes of this Section. If the duration of the **Occurrence** extends to beyond seventy-two (72) consecutive hours, then **You** may decide to divide that **Occurrence** into two (2) or more **Occurrences**. **You** may choose when the periods commence provided that:

- A.** no period commences prior to the inception date and the date of the **Occurrence**;
- B.** no two (2) periods overlap; and
- C.** should any such period extend beyond the expiry or cancellation date, then **You** will be liable as if such period had fallen entirely within the **Period of Insurance** of this **Policy**.

13. Statutory Requirements and Maintenance

You must, at **Your** own expense:

- A.** cease any activity which may give rise to liability under this **Policy**;
- B.** maintain all **Buildings**, furnishings, ways, works machinery, car\cars and vehicles in sound condition;
- C.** exercise care in selection and supervision of **Persons Employed**;
- D.** remedy defects or danger as soon as possible after discovery and in the meantime, take such additional precautions as the circumstances may require; and
- E.** comply with statutory requirement and other safety regulations imposed by any authority.

14. Unoccupancy of Buildings

- A.** When any **Building(s)** or any portions thereof become(s) **Unoccupied**, it is a **Condition Precedent** that **You** must ensure that:
 - i)** the **Building** and any surrounding premises are secured against illegal entry, with all windows firmly secured so as to prevent unauthorised entry;
 - ii)** all mains services are disconnected and all water pipes and tanks are drained down unless such services are necessary for the operation of any heating or security or sprinkler systems that are to be kept in normal operation;
 - iii)** if the mains services are required to remain connected or water pipes and tanks not drained for operation of any heating or security or sprinkler systems, the heating must be maintained in the **Insured Premises** at a minimum temperature of 5 (five) degrees centigrade;
 - iv)** **You** or **Your** appointed agent inspects the **Building** and area around it at least once each week and:
 - a)** all defects in maintenance or security are rectified immediately;
 - b)** records of these inspections are kept and are available for inspection by **Us**; and
 - v)** there is no refurbishment or renovation work unless previously agreed by **Us**.
- B.** In addition to the **Conditions Precedent** stated under **A** of this clause:
 - i)** If any non-residential **Buildings** or part thereof become(s) **Unoccupied**, **You** must;
 - a)** immediately give notice to **Us** and **We** will have the right to impose additional conditions, exclusions and charge a suitable additional premium as **We** may require; and
 - b)** ensure that all letterboxes are sealed or fitted with internal cages and the **Building** and area around it is kept clear of all moveable combustible material;
 - ii)** If any residential **Buildings** or part thereof become(s) **Unoccupied**, **You** must take all reasonable precautions to prevent the accumulation of mail.

15. Workmen

We agree that workmen will be allowed on the **Insured Premises** for the purpose of carrying out minor repairs, decorations or alterations without prejudice to this insurance.

16. Stock

You must ensure that that all **Stock** stored at or below ground level or in basements is raised on racking, stillages, pallets or other apparatus to allow at least 15 centimetres airspace between the **Stock** and floor level otherwise all **Damage** arising from or caused by the following **Insured Perils** will be excluded:

- a) Flood
- b) overflowing, discharge or leaking of any sprinkler apparatus
- c) escape of water or oil from any tank, apparatus or pipe

17. Storage of Combustible Materials in the Open

You must ensure that no combustible materials are externally stored within 2 metres of the **Buildings** outside business hours otherwise all **Damage** arising from or caused by the **Insured Perils** of fire and explosion will be excluded.

18. Portable Heating

You must not provide, use or store on the **Insured Premises** paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by **Us** otherwise all **Damage** arising from or caused by the use or storage of paraffin, portable electric or gas heaters or gas containers will be excluded from this **Policy**.

19. Electrical Requirements Conditions

It is a **Condition Precedent** that:

- a) If **You** are responsible for the electrical installations at the **Insured Premises**, at the commencement of this insurance and at all times throughout the currency of this insurance **You** must be in possession of an electrical installation condition report (EICR) that:
 - i) covers the whole of the electrical installation(s)
 - ii) is less than five years old and issued by a contractor approved and registered with one of the following:
 - National Inspection Council for Electrical Installation Contractors (NICEIC)
 - Electrical Contractors Association (ECA)
 - National Association of Professional Inspectors and Testers (NAPIT)
 - Electrical Self-Assessment (ELECSA)
 - iii) documents that all C1 or C2 deficiencies or defects have been remedied.
- b) In respect of any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be examined to comply with any Statutory Regulations such vessel, machinery or apparatus will be the subject of:
 - i) inspection(s) under contract, and
 - ii) regular maintenance schedulesand **You** must be in the possession of such certificates of inspection and evidence of maintenance.

This Section will not apply to the **Policy** unless specified as **INSURED** in the **Schedule**.

Section B – Business Interruption

Cover

- 1** In the event of **Damage** to the **Property Insured** caused by an **Insured Peril**, which results in the interruption of or interference with the **Business**, **We** will indemnify **You** for losses arising from such interruption or interference occurring during the **Period of Insurance** which are not otherwise excluded, subject always to the limits, terms, conditions and exclusions of this Section and the **Policy**.

Provided that at the time of the happening of the **Damage** giving rise to the interruption of or interference with the **Business**:

- A** the **Damage** to property is insured under **Section A - Property Damage** of this **Policy** or under any other **Policy** covering **Your** interest in property whilst at the **Insured Premises**; and
- B** payment is made or liability admitted, or would have been made or admitted in respect of such physical loss or **Damage** but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Limit of Liability and Basis of Settlement

Our liability under this Section including the Extensions to the Section will not exceed:

- A.** the **Sum Insured** or, in respect of any individual items, the **Sub-Limit** specified in the **Schedule**; and
- B.** the **Maximum Indemnity Period** specified in the **Schedule**.

Our liability is restricted to the actual loss sustained by **You** resulting from the interruption of or interference with the **Business**, being as follows:

- A.** the difference between the reduced **Gross Earnings** during the **Indemnity Period** as a direct consequence of the **Damage** and the normal **Gross Earnings** during the corresponding period in the 12 months prior to the **Damage**; and
- B.** the additional expenditure necessarily and reasonably incurred by **You** for the sole purpose of avoiding or mitigating the interruption of or interference with the **Business** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction in **Gross Earnings** thereby avoided,

LESS
- C.** any savings made in respect of charges and expenses during the period of interruption of or interference with the **Business**.

Extensions to Section B

1. Auditors' Fees

This Section extends to include the necessary and reasonable fees payable to **Your** auditors or professional accountants for producing such particulars or details contained in **Your** books of account or other business documents, or such other proofs, information or evidence as may be required by **Us**, provided that **Your** liability under this Extension will not exceed the **Sub-Limit** specified in the **Schedule**.

2. Capital Additions, Alterations, Acquisitions and Improvements

This Section extends to include losses sustained by **You** resulting from the interruption of or interference with the **Business** in respect of:

- A. alterations, additions, extensions and/or improvements to the **Buildings** under **Property Insured**; and
- B. newly acquired and/or newly erected **Buildings** provided they are not otherwise insured.

Provided that:

- i) **Our** liability under this Extension will not exceed 10% (ten percent) of the **Sum Insured** for **Building(s)** or **Contents** depending on the item of **Property Insured** under which the new acquisition is categorised;
- ii) **You** must inform **Us** every six (6) months of any alterations, additions, extensions or improvements, and in respect of any such newly acquired and/or newly erected property, as soon as practical and in any event within six (6) months of the date of acquisition; and
- iii) **You** agree to pay the appropriate additional premium required from the date of acquisition of the newly acquired property, capital additions, alterations or improvements.

3. Denial of Access

This Section extends to include losses arising from interruption of or interference with the **Business** in consequence of **Damage** caused by an **Insured Peril** to any property within 250 (two hundred and fifty) metres of the **Insured Premises** which prevents the use of or access to the **Property Insured** irrespective of whether or not the **Property Insured** suffers similar **Damage**, provided that **We** will not be liable for any claim in excess of the **Sub-Limit** specified in the **Schedule**.

4. Increased Cost of Working

This Section extends to cover the additional expenditure necessarily and reasonably incurred following a claim under this Section to minimise any reduction to the **Gross Earnings** of the **Business** or resume or maintain normal business operations, for an amount not exceeding the **Sub-Limit** stated in the **Schedule** and/or for a period exceeding any **Maximum Indemnity Period** stated in the **Schedule**.

5. Infestation and Defective Sanitation

We will indemnify **You** for losses arising from interruption of or interference with the **Business** in consequence of the **Occurrence** at the **Insured Premises** of:

- A. murder, suicide or food or drink poisoning;
- B. vermin, pests or defective sanitation equipment; which causes restrictions on the use of the **Insured Premises** on the order or advice of the competent local authority; or
- C. **Accidental Damage** as insured by this Section, to the drains or sanitary apparatus at the **Insured Premises** which results in closure of the **Insured Premises**.

We will not be liable under this Section for any amount in excess of the **Sub-Limit** specified in the **Schedule**.

6. Legionella

This Section extends to include losses arising from interruption of or interference with the **Business** as a result of any outbreak of Legionellosis at the **Insured Premises** causing restrictions on the use of the **Insured Premises** on the order or advice of the competent authority. **We** will not be liable under this Section for any amount in excess of the **Sub-Limit** specified in the **Schedule**.

7. Public Utilities

The Section extends to indemnify **You**, to the extent of any **Sub-Limit** indicated in the **Schedule**, for losses arising from interruption of or interference with the **Business** in consequence of **Damage** by an **Insured Peril** to property at the premises of the following public utilities in the **Territorial Limits** from which **You** obtain supplies or services:

- A. any generating station or sub-station of the public electricity supply undertaking from which **You** obtain electricity;
- B. any land-based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith from which **You** obtain gas; or
- C. any water works or pumping station of the public water supply undertaking from which **You** obtain water;
- D. any land-based telecommunication services to the **Insured Premises**.

Provided that **We** will not be liable:

- i) for any claim in excess of the **Sub-Limit** specified in the **Schedule**;
- ii) for any loss arising from failures which do not involve the cessation of supply for at least sixty consecutive minutes; and

- iii) the total or partial failure occasioned by strike or lock-out, total or partial withdrawal of labour, or total or partial cessation of work.

8. Suppliers

This Section extends to indemnify **You** for losses from interruption of or interference with the **Business** as a result of **Damage** by a **Insured Peril** to property at the premises of **Your** direct suppliers, manufacturers or processors of components, goods or materials, and located within the **Territorial Limits**, provided that this will not apply to any supplier which would fall within **Extension 8 – Public Utilities**, and will not exceed any **Sub-Limit** stated in the **Schedule**.

Conditions to Sections B

1. Accumulated Stock

In assessing any claim for loss, account will be taken and an equitable allowance made, if any reduction in **Gross Earnings** due to the **Incident** is postponed by reason of the **Gross Earnings** being temporarily maintained from accumulated stocks of finished goods.

2. Alternative Trading

If, during the **Period of Insurance**, goods will be sold or services rendered elsewhere than at the **Insured Premises** for the benefit of the **Business**, either by **You** or by others on **Your** behalf, the money paid or payable in respect of such sales or services will be brought into account in arriving at the amount of the indemnity.

3. Cessation of the Business

If, subsequent to the happening of **Damage** by an **Insured Peril**, any business owned or operated by **You** is wound up or carried on by a liquidator, receiver or administrator or permanently discontinued, this Section will cease to have effect from the date of the decision to wind up or permanently discontinue the **Business** or date of the decision to appoint a liquidator, receiver or administrator unless this Section's continuance is agreed in writing by **Us**.

4. Due Diligence

In the event of **Damage** that may give rise to a claim under this Section, it is a **Condition Precedent** to **Our** liability under this **Policy** that **You** must with due diligence take all steps that are reasonably practicable to avoid or minimise any interruption of or interference with the **Business**.

5. Experience of the Business

In determining the amount of loss, due consideration will be given to the experience of the **Business** before the date of the **Damage** and the probable experience of the **Business** thereafter had no loss or **Damage** occurred to the **Property Insured**.

6. First Twelve Months' Trading

In the event of a claim arising from **Damage** occurring before the completion of the first 12 (twelve) months of the carrying out of **Your Business**, any terms in this Section referring to income and outgoings during a prior period of 12 (twelve) months will be adjusted so as to apply to the income and outgoings during the period from commencement of **Your Business** to the date of the **Damage**.

7. Insured's Accounting Definitions

For the purpose of any definitions applicable to this Section, any adjustment implemented in current cost accounting will be disregarded. The undefined words in this Section will have the meaning usually attached to them in **Your** books and accounts.

8. Payments on Account

Payments on account will be made by **Us** to **You** at **Our** discretion.

9. Premium Payment

The premium paid for **Section B – Business Interruption** may be adjusted on receipt by **Us** of a declaration of the **Gross Earnings** earned during the financial year most nearly concurrent with the **Period of Insurance**, as reported by **Your** auditors. If any **Damage** will have occurred giving rise to the interruption of or interference with the **Business**,

the above-mentioned declaration will be increased for the purpose of premium adjustment by the amount by which the **Gross Earnings** is reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided for above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 (twelve) months) is less than the **Section B – Business Interruption Sum Insured** for the relative **Period of Insurance**, **We** will allow a pro rata return premium not exceeding 50% (fifty percent) of the premium paid.

10. Reinstatement of Limit

It is hereby mutually agreed that, in the event of payment of a claim under this Section, the **Sum Insured** will be reinstated to the full amount from the time of the **Damage** until expiry of this **Policy**, in consideration of the additional premium paid or payable by **You** in respect of the amount of such reinstatement.

11. VAT

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

Exclusions to Sections A and B

The following Exclusions will apply to these Sections of this **Policy** in addition to the **General Exclusions** of the **Policy** unless as stated otherwise.

1. **We** will not be liable for any amount of the **Excess** as specified in the **Schedule** with respect to the Section or individual coverages under the Sections.

2. **We** will not be liable for **Damage**:

- A. arising from any other peril, whether shown as operative on the **Schedule** or not;
- B. to **Buildings** or structures in course of construction or erection and materials or supplies connected with them;
- C. the cost of maintenance or routine decoration; or
- D. to garden landscaping and paving, garden furniture, trees and plants, gates and fences.

Provided that this exclusion does not exclude subsequent **Damage** resulting from an ensuing cause which is not otherwise excluded.

3. With respect to subsidence, ground heave and landslip, **We** will not be liable for **Damage** or the resulting interruption or interference with the **Business**

A. arising from:

- i) collapse, cracking, shrinkage or settlement of new **Building(s)** or any part thereof;
- ii) coastal or river erosion;
- iii) defective design or workmanship or the use of defective materials, including inadequate construction of foundations;
- iv) settlement or movement of made up ground;
- v) the normal settlement or bedding down of new structures;
- vi) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- vii) demolition, construction, structural alteration or repair of any **Building(s)** at the same **Insured Premises**; or
- viii) groundwork or excavation at the same **Insured Premises**.

B. to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences at the same **Insured Premises**, unless specifically insured hereunder, provided such **Damage** also affects the structure of the **Building(s)** insured herein against such **Damage**;

C. which occurs while the **Building** or any part thereof in the course of erection, demolition, structural alteration or structural repair; or

D. which occurs at the same **Insured Premises** and which originated prior to the inception of this cover.

4. With respect to storm, **We** will not be liable for **Damage** or the resulting interruption or interference with the **Business** caused:
 - A. by the change in water table levels or the failure of tanking within basements and cellars;
 - B. by flash flooding or flood arising from surface water run-off;
 - C. by water inundation from the coast, a water course, lake, reservoir, ditch, drain, sewer or culvert;
 - D. by spray, salt or contaminants from any source listed in C. above;
 - E. by subsidence, ground heave or landslip; or
 - F. to garden landscaping and paving, garden furniture, tree and plants, gates and fences.
5. With respect to flood **We** will not be liable for **Damage** or the resulting interruption or interference with the **Business** caused:
 - A. by the change in water table levels or the failure of tanking within basements and cellars;
 - B. by subsidence, ground heave or landslip; or
 - C. to garden landscaping and paving, garden furniture, tree and plants, gates and fences.
6. With respect to breakage or collapse of aerials, **We** will not be liable for **Damage** to or the resulting interruption or interference with the **Business** caused by or arising from the erection, dismantling, repair or maintenance thereof.
7. With respect to **Damage** caused by malicious persons, **We** will not be liable for **Damage** to or the resulting interruption or interference with the **Business** caused:
 - A. by **You** or **Your** officers or **Persons Employed**;
 - B. by the **Authorised Resident** of **Your Building** or part thereof; or
 - C. to garden landscaping and paving, garden furniture, tree and plants, gates and fences.
8. **We** will not be liable for **Damage** or interruption or interference with the **Business** caused by theft or attempted theft:
 - A. unless there has been forcible and violent entry to or exit from the **Buildings** or theft of any part of the fabric of the **Buildings** whether or not there has been forcible and violent entry;
 - B. by **You** or **Your** officers or **Persons Employed**;
 - C. by the **Authorised Resident** of **Your Building** or part thereof;
 - D. to garden landscaping and paving, garden furniture, tree and plants;
 - E. to contents, belonging to or in the custody and control of **You**, from common areas of the **Buildings**;
 - F. from yards, gardens, open spaces or outbuildings to the **Insured Premises**; or
 - G. where such theft or attempted theft comprises the taking, or attempted taking, of goods by force during a catastrophe, such as war, natural disaster, riot, strike or civil commotion.
9. **We** will not be liable for **Damage** or interruption or interference with the **Business** caused by:
 - A. explosion, failure or collapse of a boiler (but not a boiler used for domestic purposes only) economiser or other vessel, machine, apparatus or pipe work at the **Insured Premises** in which internal pressure is due to steam only belonging to, or under the control of **You**;
 - B. leakage of electricity, self-ignition, over-running, excessive pressure, short circuiting, self-heating of the any equipment, electrical apparatus or fittings;
 - C. joint leakage failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels of any range of steam, and feed piping in connection therewith;
 - D. inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials;
 - E. faulty or defective workmanship, operational error or omission on the part of **You** or any of **Your Persons Employed** where such error or omission is committed with the knowledge of or connived at by **You**; or
 - F. the operation of machinery, plant, apparatus or equipment;

Provided that this exclusion does not exclude subsequent **Damage** resulting from an ensuing cause which is not otherwise excluded.

10. We will not be liable for **Damage** or interruption or interference with the **Business** caused by or consisting of:
- A. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light, marring, scratching, vermin or insects;
 - B. change in temperature, colour, flavour, texture or finish;
 - C. **Pollution or Contamination**;
 - D. mechanical or electrical breakdown, derangement or overloading; or
 - E. the item of **Property Insured** undergoing any process involving the application of heat;
- but this exclusion does not apply to **Damage** resulting from or resulting in an **Insured Peril**.
11. We will not be liable for **Damage**, or interruption or interference with the **Business** caused by or consisting of:
- A. acts of fraud or dishonesty on the part of **You** or any partner, director or any of **Your** employees, members of their families or any other person to whom **Property Insured** has been entrusted;
 - B. unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
 - C. impact with any **Property Insured** by any waterborne vessel or craft; or
 - D. Mould, fungi, spores, bacteria, or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health except in respect of insurance provide by the **Infestation and Defective Sanitation** under **Section B – Business Interruption**.
12. We will not be liable for **Damage** or interruption or interference with the **Business** caused directly by or consisting of or occasioned by the voluntary parting with title or possession of any property or rights to property.
13. We will not be liable for any **Damage** to property in transit covered or which should have been covered under a marine policy or policies.
14. We will not be liable for **Damage** or the resulting interruption or interference caused directly by the **Property Insured's** own collapse or cracking, unless such **Damage** results from an **Insured Peril** and is not otherwise excluded.
15. We will not be liable for **Damage** or interruption or interference caused directly by or consisting of or resulting from the business voluntarily ceasing its operations for any period of time.
16. We will not be liable for **Damage** or interruption or interference caused directly by loss of market, loss of use of **Property Insured** or consequential loss or **Damage** of any kind not specifically insured under this **Policy**.
17. We will not be liable for **Damage** or interruption or interference with the **Business** attributable solely to change in the water table level.
18. We will not be liable for **Damage** or interruption or interference with the **Business** attributable to **Damage** to the following property:
- A. glass (other than *Glass*), china, earthenware, marble, statuary or other fragile or brittle objects but this exclusion does not apply in respect of **Damage** caused by an **Insured Peril** and not otherwise excluded;
 - B. mobile phones, laptops, tablets or similar portable electronic equipment, documents, tenants' property, money or any articles of gold, silver or other precious materials, jewellery or other personal items;
 - C. property in transit except as provided for under the individual Extension clauses;
 - D. vehicles licensed for road use, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
 - E. property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
 - F. land, roads, pavements, piers, jetties, bridges, culverts, underground shafts, mines or excavations; or
 - G. livestock, animals, growing crops or trees;
- unless specified in the **Schedule** as insured by this Section.

This Section will not apply to the **Policy** unless specified as **INSURED** in the **Schedule**.

Section C – Money

Cover

We will indemnify **You** in respect of theft of or **Damage** to **Money** held in connection with the **Business** which occurs during the **Period of Insurance** whilst:

- 1 at the **Property Insured** during the operating hours of the **Business** or in any bank night safe;
- 2 in transit within the **Territorial Limits** to and from the **Property Insured** while in **Your** custody or an authorised person acting on behalf of **You**;
- 3 at a locked safe within the **Property Insured** outside the operating hours of the **Business** where the keys or any record of the safe combination have been removed and held in the personal custody of an authorised person; or
- 4 at a locked safe at the private residence of a principal or an authorised employee of the **Business**,

each of which will be subject to any applicable **Sub-Limit** specified in the **Schedule**.

Limit of Liability

Our liability under this Section in respect of any one **Occurrence** and in the aggregate during the **Period of Insurance** will not exceed the **Limit of Liability** as specified in the **Schedule** for loss of **Money** or any **Sub-Limit** specified above.

Extensions to Section C

The following Extensions will apply, subject always to the limits, terms, conditions and exclusions of this Section and the **Policy**.

1. Personal Assault

Loss due to the below specified injuries to employees caused solely and directly by theft or attempted theft during the course of the **Business** of property or **Money** belonging to **You** or **Your** employees or in **Your** or **Your** employees' possession or control. Any payment under this Extension will be made on the following basis only:

Death	£5,000
Permanent loss of / loss of use of one or more limbs, occurring within two (2) years of the incident.	£5,000
Permanent loss of sight or vision, occurring within two (2) years of the incident.	£5,000
Total disablement preventing engaging in usual occupation	£100 per week for a maximum period of two (2) years
Partial disablement preventing engaging in usual occupation	£50 per week for a maximum period of two (2) years

Subject to the following conditions:

- A. Payment will only be made under one of the above items in respect of the same bodily injury; and
- B. No payment will be made in respect of bodily injury resulting from or aggravated by any pre-existing injury, defect, illness or medical condition, or pregnancy or childbirth.

Exclusions to Section C

The following Exclusions will apply to this Section in addition to the **General Exclusions** of the **Policy** unless as stated otherwise.

1 Fraud or Dishonesty

Loss or **Damage** caused by any principal or employee of **Yours** or a member of **Your** family or household.

2 Accounting Errors, Mysterious or Unexplained Disappearances

Loss due to shortages from accounting or mysterious or unexplained disappearances, or other error or omission, depreciation in value, counterfeit money or dishonoured cheques.

3 Unattended Vehicles

Loss or **Damage** due to theft from unattended motor vehicles.

Conditions to Section C

1. Tills and Cash Registers

Any till or cash register at the **Property Insured** is left empty of **Money** outside of the **Business** operating hours.

2. Record Keeping

A complete record of all **Money** held by **You**, including **Money** in transit is maintained and kept in a separate location from the **Money**.

3. Credit Cards

Upon becoming aware of a loss of any credit card, **You** give immediate notice to the organisation which issued the card.

This Section will not apply to the **Policy** unless specified as **INSURED** in the **Schedule**.

Section D – Book Debts

Definitions specific to this Section

Customers' Accounts

Means the accounts of all **Your** customers and/or agents who purchase goods from **You** or to whom **Your** services are rendered.

Outstanding debit balance(s)

Means the total shown in **Your** last audited accounts adjusted for: -

- i) bad debts
- ii) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customers' Accounts** in the period between the date to which the last statement relates and the date of the **Damage**, and
- iii) any abnormal conditions of trade which had or could have had a material effect on the **Business** so that the figures thus adjusted represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

Cover

We will indemnify **You** if **Your** books of accounts, other business books, records or computer records at the **Insured Premises** should be destroyed or **Damaged** by an **Insured Peril** and as a result **You** are unable to trace or establish the **Outstanding debit balance(s)** in whole or in part due to **You**, then **We** will pay to **You** the loss sustained in respect of **Outstanding debit balance(s)** directly due to the **Damage** and the amount payable in respect of any one occurrence will not exceed:-

- i) the difference between
 - a) the Outstanding debit balances, and
 - b) the total of the amounts received or traced
- ii) the additional expenditure incurred with the previous consent of **Us** in tracing and establishing **Outstanding debit balance(s)** after the **Damage**.

If the **Sum Insured** is less than the **Outstanding debit balance(s)** the amount payable will be proportionately reduced.

The insurance under this Section includes all reasonable charges payable by **You** to **Your** auditors for producing and identifying any particulars or details contained in the books of account or other business books or records, or documents or such other proofs, information or evidence as may be required by **Us**.

Conditions applicable to this Section

- 1) This Section will be cancelled if: -
 - a) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued, or
 - b) **Your** interest ceases other than by death at any time after the commencement of this Insurance, unless its continuance be admitted in writing by or on behalf of **Us**.
- 2) Automatic Reinstatement of Loss

Following an **Insured Peril** under this Section the **Sum Insured** will be immediately and automatically reinstated, and **You** undertake to pay the additional premium on the amount of loss at the rate applicable pro-rata from the date of the loss to the expiration of this **Policy**.

- 3) Fire Resistant Safes

You must ensure that all books of accounts, other business books or records are kept in a fire resistant safe or cabinet when the **Insured Premises** are unattended otherwise no cover will operate under this Section.

This Section will not apply to the **Policy** unless specified as **INSURED** in the **Schedule**.

Section E – Goods in Transit

Cover

We will indemnify **You** in respect of **Damage** to any **Products** which occurs during the **Period of Insurance** and while in the course of transit by air, rail or road within the **Territorial Limits**.

Cover under this Section commences immediately prior to loading and continues until immediately after unloading at the intended destination.

Limit of Liability and Basis of Settlement

Our liability under this Section in respect of any one **Occurrence** and in the aggregate during the **Period of Insurance** will not exceed the **Limit of Liability** as specified in the **Schedule** for Goods in Transit for all **Products**:

- 1 contained on or within any one vehicle; or
- 2 comprising any one consignment in transit

Settlement of any claims will be on the basis of the amount of any invoice in respect of the **Products** in transit. If there is no invoice, settlement will be on the basis of the value of the **Products** at the time cover commences under this Section.

Extensions to Section E

The following Extensions will apply, subject always to the limits, terms, conditions and exclusions of this Section and the **Policy**.

1. Expenses

Costs and expenses reasonably and necessarily incurred to:

- A** transfer any undamaged **Products** to another vehicle following incapacitation of the original vehicle and deliver it to its original intended destination; and/or
- B** remove any damaged **Products** insured for the purpose of disposal; and/or
- C** reloading or resecuring any **Products** which has moved or fallen from the vehicle.

2. Packing and Securing Materials

Damage whilst in transit to any items used to secure **Products** in the course of transit, being restraints, tarpaulins, sheets or other packing and securing materials owned by **You** or for which **You** are legally responsible.

Exclusions to Section E

The following Exclusions will apply to this Section in addition to the **General Exclusions** of the **Policy** unless as stated otherwise.

1. Consequential Loss

Delay, loss of market, loss of profit, or indirect or consequential loss of any kind or description.

2. Defective Products

- A** Mechanically or electronically defective **Products**
- B** Leakage, spillage or deteriorated **Products** unless caused by fire, theft or vehicular accident.

3. Gradually Operating Causes

Loss or **Damage** due to changes in climate or atmosphere, or by reason of a gradually operating cause such as corrosion, rust, rot, mould, fungus, or due to the presence of insects, vermin or pests, or natural deterioration.

4. Incorrectly Packaged Products

Loss of or **Damage** to **Products** which have been incorrectly or inappropriately packaged or stored, or due to faulty packaging or mislabelling.

5. Unattended Vehicles

Damage by theft or attempted theft from any unattended vehicles unless:

- A** all points of access are closed and locked, and any protective measures are in full and effective operation; or
- B** if left overnight between the hours of 21.00 and 06.00, in addition to **A** above, the vehicle is parked in a locked and secure building, garage or enclosed yard.

6. Valuable or High-Risk Items

Damage to:

- A** fragile or brittle articles, unless such **Damage** is caused by fire, theft or vehicular accident;
- B** living creatures or organisms;
- C** jewellery and watches, precious metals and stones, bullion, artworks, money, securities for money; and
- D** explosives, flammable, or other dangerous goods, or nuclear waste.

General Property Damage Insurance Exclusions (applicable to Sections A, B, C, D & E)

The following General Exclusions will apply to Sections A, B, C, D & E unless as stated otherwise. In the event any portion of these Exclusions is found to be invalid or unenforceable the remainder will remain in full force and effect.

1. Chemical and Biological

Loss, **Damage** or **Legal Liability** arising, directly or indirectly, from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind chemical and/or biological and/or radiological irritants, contaminants or pollutants.

2. Cyber and Data

A. Cyber

Loss, **Damage**, **Legal Liability** or any other loss, cost or expense arising out of or caused deliberately or accidentally by:

- i) the use of or inability to use any application, software, or programme;
- ii) any **Virus or Similar Mechanism** or **Denial of Service Attack**;
- iii) any computer related hoax relating to i and/or ii above.

B. Electronic Data

Loss or **Damage** to, or **Legal Liability**, cost or expense arising out of such loss or **Damage** to, any **Electronic Data** wherever it is stored, unless such loss or damage results from an **Insured Peril** and is not otherwise excluded.

For the purpose of this Exclusion, **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.

3. Excess

For the amount of the **Excess** specified in the **Schedule**.

4. Electronic Date Recognition

Loss, **Damage**, or consequential loss or **Legal Liability** directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of **You** or not:

- A. correctly to recognise any date as its true calendar date;
 - B. to capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
 - C. to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command, which causes the loss of data or the inability to capture, save or retain or correctly to process such data on or after any date;
- but this does not exclude subsequent **Damage** to **Your** property including hired in plant and hired temporary buildings or consequential loss resulting therefrom not otherwise excluded under this **Policy**, which itself results from an **Insured Peril**.

5. Infectious or Contagious Disease

Loss, **Damage**, **Legal Liability**, claim, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) or b) above,

For the purposes of this General Exclusion, infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

6. Law and Jurisdiction

Judgments, awards, settlements or orders of courts outside the **Territorial Limits** as defined, or orders seeking to enforce such judgments, awards, settlements or orders, or any liability arising under the law of any place outside the **Territorial Limits**.

7. Mould and Fungus

Loss, **Damage** or **Legal Liability** arising, directly or indirectly, from mould, fungi, spores, bacteria, or any form of bacterial contamination except in respect of insurance provided by the **Infestation and Defective Sanitation** Extension under **Section B – Business Interruption**.

8. Nationalisation and Confiscation

Loss, **Damage** or **Legal Liability** arising, directly or indirectly, from loss or destruction of or **Damage** to any property or any consequential loss caused by or contributed to confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government or any public or local authority.

9. Northern Ireland

Loss, **Damage** or **Legal Liability** arising, directly or indirectly, from **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

A. civil commotion; or

B. any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association, being an organisation which is engaged in **Act of Terrorism** and includes an organisation which at any time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or any amendment thereto.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any loss, destruction or **Damage** or loss resulting from such loss, destruction or **Damage** is not covered by this Insurance (or is covered only up to a **Limit of Liability** as specified in the **Schedule**) the burden of proving such loss, destruction or **Damage** or loss resulting from such loss, destruction or **Damage** is covered (or is covered beyond that **Limit of Liability**) will be upon **You**

10. Other Insurance

Any loss, **Damage**, consequential loss or **Legal Liability** arising, or cost and expenses, which are otherwise more specifically insured under any other **Policy** by or on behalf of **You**.

11. Punitive and Exemplary Damages

For any fines or damages for breach of contract or any penalties of whatsoever nature.

12. Radioactive Contamination

Loss, **Damage** or **Legal Liability** arising, directly or indirectly, from:

A. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

B. the radioactive, toxic, explosive or other hazardous substance or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or

C. any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

13. Sonic Boom

Loss, **Damage** or **Legal Liability** arising, directly or indirectly, from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

14. Strikes, Riots, Civil Commotion

Loss, **Damage** or **Legal Liability** arising, directly or indirectly, from any riot, strike, civil commotion, or looting, being the theft of or taking of goods by force during a catastrophe such as war, natural disaster, riot, strike or civil commotion.

15. Terrorism or Act of Sabotage

- A.** Loss, **Damage** or **Legal Liability** arising, directly or indirectly, from any **Act of Terrorism** or **Act of Sabotage** including any action taken in controlling, preventing, suppressing or any **Act of Terrorism**;
- B.** Loss, **Damage**, injury, cost or expense directly or indirectly arising out of:
- i)** any business interruption losses resulting from customers or suppliers' extensions or denial of access due to any **Act of Terrorism** or **Act of Sabotage**; or
 - ii)** Loss, **Damage**, cost or expenses directly or indirectly arising out of any service interruption due to any **Act of Terrorism** or **Act of Sabotage**.

16. War

Loss, **Damage** or **Legal Liability** arising, directly or indirectly, from **War**, whether **War** be declared or not.

Claims Conditions applicable to Sections A, B, C, D & E

The following Claims Conditions will apply to Sections A, B, C, D & E and Extensions of Sections A, B, C, D & E of this **Policy** unless stated otherwise.

- 1.** In the event of a claim, or any circumstances which may give rise to a claim under this **Policy** **You** must notify **Us** via **Your** broker or intermediary or by contacting **Us** directly via the Claims Notification contact details specified on page 3 of this Policy Wording:
 - A.** within seven (7) days in the case of **Damage** caused by malicious persons; or
 - B.** as soon as practicable but in any event no later than 30 (thirty) days of the event giving rise to the loss or **Damage** caused by any other **Insured Peril**.
- 2.** Additionally, in the event of any theft, attempted theft, or malicious damage **You** must immediately notify the police and any other relevant public or local authority.
- 3.** **You** must supply at **Your** own expense full details of the claim, in writing, together with any supporting information, receipts and proofs which **We** may reasonably require, and no claim will be paid until **You** have complied with this paragraph.

General Property Damage Insurance Conditions (applicable to Sections A, B, C, D & E)

The following General Conditions will apply to all Sections of this **Policy** unless stated otherwise:

20. Abandonment

You must not in any case be entitled to abandon any property to **Us** whether taken possession of by **Us** or not.

21. Action to Minimise Loss

It is a **Condition Precedent** that if any circumstance occurs which may give rise to a claim under this **Policy** **You** must take action to minimise the loss or **Damage**, to avoid interruption or interference with the **Business** and to prevent further **Damage** or **Injury**.

22. Alteration of Risk

If, after the beginning of the **Period of Insurance**, there is any alteration:

- A. by removal;
- B. whereby the risk of **Damage**, **Injury** or **Legal Liability** is increased;
- C. whereby **Your** interest ceases except by will or operation of law;
- D. whereby any business **You** owned or operated for the purpose of **Business** is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or
- E. any change is made in the description of the **Business** or the **Insured Premises**,

You must give written notice to **Us** as soon as possible and in any event no later than 14 (fourteen) days from the date of the alteration or the *Insured's* knowledge of the alteration.

We reserve the right to amend the terms of this **Policy** at the time of such notification and no indemnity will be provided until **You** have accepted the terms in writing and by an **Endorsement** attaching to this **Policy**. Any change in the description of the **Business** or the **Insured Premises** and any material variation from the information supplied to **Us** prior to the **Period of Insurance** and not notified to **Us** is not indemnified under this Condition.

23. Assignment

Any assignment or transfer of the insurance provided by this **Policy** will not be valid without the prior written consent of **Us**.

24. Choice of Law and Jurisdiction

Unless otherwise agreed by **Us** and **You**, Sections A, B, C, D & E of this **Policy** will be subject to and construed solely in accordance with the laws of England and Wales, and any disputes not falling within the scope of any arbitration provisions herein will be subject to the exclusive jurisdiction of the courts of England and Wales.

25. Conditions Precedent

Conditions Precedent to liability must be satisfied before **We** become liable to make any payment to **You** under this **Policy**. In the event of **Your** breach of any **Conditions Precedent** in respect of any claim **We** are entitled to decline liability and will not be required to make any payment to **You** for such claim.

26. Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as **You** and both **Us** and **You** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

27. Contribution

If at the time of any claim(s) covered by the **Section A - Property Damage** and **Section B – Business Interruption** Sections of this **Policy**, other insurance policies cover the same risk or part of the same risk, **We** will not be liable for more than a percentage proportion of the claim calculated by reference to the policy limits of each applicable insurance policy.

If any such other insurance policies are subject to any condition relating to underinsurance (also known as Average), this **Policy**, if not already subject to any such condition, will be subject to it in the same way.

If any such other insurance is subject to any provision whereby it is excluded from applying equally alongside this **Policy**, either in whole or in part, or from contributing proportionately as described above, **Our** liability will be limited to that proportion of the **Damage** which the **Sum Insured** under this **Policy** bears to the value of the property.

28. Declarations of Premium

If any part of the **Premium** is based on estimates provided by **You**, **You** must keep an accurate record containing all relevant information and must at any time allow **Us** to inspect such record.

29. Excess

No indemnity is provided until the applicable **Excess** for any claim has been paid to and received by **Us** hereon.

30. Fraudulent claims

If **You** make a fraudulent claim under this insurance, **We**:

- i) are not liable to pay the claim;
- ii) may recover from **You** any sums paid by **Us** to **You** in respect of the claim;
- iii) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act; and
- iv) need not return any of the premiums paid.

31. Insurance Act 2015

Nothing in this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015.

32. Investigation Rights following a Claim

In the event of a claim or notification of any circumstance which may give rise to a claim under this **Policy**, **We** (and every person authorised by them) have the right to enter the relevant premises, and to take and keep possession of any of the **Property Insured** (or require it to be delivered to them) for investigative purposes, and to deal with any salvage in a reasonable manner. No claim under this **Policy** will be payable unless the terms of this Condition have been complied with. This Condition will be evidence of permission from **You** to **Us**.

If **You** or anyone acting on behalf of **You** does not comply with the requirements of **Us** or hinders or **Us** in doing any of the above-mentioned acts, then all benefit under this **Policy** will be forfeited.

33. Non-Aggregation

In the event a claim involves losses which may be covered under more than one Section of this **Policy**, **You** will be entitled to indemnification under only the Section providing more specific cover with regard to that claim or the Section with the highest limit with respect to that claim.

34. Compliance with Terms and Right of Recovery

Compliance with terms of this **Policy** which set out anything to be done or complied with by **You**, is a condition precedent to any liability of **Us**, except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to the compulsory insurance of **Legal Liability to Persons Employed**. **You** must repay to **Us** all sums paid under this **Policy** which **We** would not have been liable to pay but for the provisions of such legislation.

35. Observance and Care

It is a **Condition Precedent** to liability that **You** must:

- A.** comply with all statutory and other obligations and regulations imposed by any authority;
- B.** maintain the **Insured Premises**, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;
- C.** exercise reasonable care in the selection and supervision of **Persons Employed** and in the employment of competent staff;

- D.** in the event of discovery of any defect or danger immediately cause such defect or danger to be made good or remedied and in the meantime will cause such additional precautions to be taken as the circumstances may require;
- E.** take all reasonable care to prevent any circumstances or to cease any activity which may give rise to liability under this **Policy** and
- F.** act in accordance with all statutory obligations and regulations.

36. Payment of Premium

No indemnity is provided by this **Policy** until the premium has been paid to and received by **Us**. If the premium is not paid and accepted by **Us** on or before the premium payment date specified in the **Schedule**, **We** can give written notice to **You** at **Your** address specified on the **Schedule** cancelling the **Policy**.

37. Reasonable Diligence

It is a **Condition Precedent** that **You** must take all reasonable precautions:

- A.** for the safety of and to avoid, prevent or minimise any **Damage** to the **Property Insured**; and
- B.** to avoid, prevent or minimise any injury to others or **Damage** to their property;
which might give rise to a claim under this **Policy**.

If **You** do not take such reasonable precautions, **We** will be entitled to rely on this to exclude, limit or discharge **Our** liability for any claim unless **You** show that its non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

38. Reinstatement of Damage

If **We** elect or become bound to reinstate or replace any property, **You** must at **Your** own expense provide all such plans, documents, books and information as **We** may reasonably require. **We** will not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and will not in any case be bound to pay out in respect of any one of the items of **Property Insured** more than its **Sub-Limit**.

39. The Duty of Fair Presentation

- A.** **You** owe **Us** a legal duty to make a fair presentation of the risk. That is, to disclose to **Us** all information which **You** know, or ought to know, which is relevant to **Our** decision whether or not to provide this Insurance.
- B.** If **You** deliberately or recklessly breach the duty of fair presentation, **We** will be entitled to avoid the insurance contract, refuse to pay all claims, and retain any premium paid.
- C.** If **Your** breach of duty is not deliberate or reckless, **We** will be entitled to a remedy based on what it would have done had **You** complied with the duty.
 - i)** If **We** would not have entered into the contract at all, **We** may avoid the contract and refuse all claims, but will return the premium paid.
 - ii)** If **We** would have entered into the contract but on different terms (other than terms relating to the premium), the contract may be treated as if it was entered into on those different terms from the outset.
 - iii)** If **We** would have entered into the contract but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.

40. Risk Improvements Survey

We or a representative of **Us** has the right to undertake a risk improvement survey of the **Insured Premises**.

Following the survey report, it is a **Condition Precedent** to **Our** liability that the risk improvement requirements in the report are completed by **You** on or before any specific completion deadline dates quoted by **Us**. If **You** are unable to comply with one or more of the risk improvement requirements by the date specified **You** or **Your** representative should notify **Us** within seven (7) days of **Your** receipt of the report and agree alternative completion deadline date or dates. However, this will not be permitted in respect of such risk improvement requirements which **You** had agreed to complete immediately or within 14 days of the date of the survey.

If such deadline dates are unrealistic, **You** will be responsible to make this clear to the surveyor at the time of the survey, and to agree alternative deadline dates with the surveyor. If **You** do not respond to **Us** within seven

(7) days of their receipt of the survey report it will be assumed that completion dates have been understood, accepted and will be complied with.

If the risk improvement requirements have not been completed in whole or in part by the completion deadline dates **We** will have the right to:

- A.** amend the **Policy** terms, conditions or exclusions and / or require completion of risk improvements issued in writing by **Us** within a defined period, or
- B.** terminate the **Policy** from inception, in writing to **You** at the address in the **Schedule**.

If **We** elect to change the terms in accordance with **A** above, **You** may:

- i)** terminate the **Policy** within 14 days of receipt of the revised terms by giving notice in writing to **Us** and **You** will be entitled to a pro rata return of premium for the unexpired **Period of Insurance**; or
- ii)** continue the **Policy** at the revised terms for the remainder of the **Period of Insurance**.

41. Sanctions

We will not be deemed to provide cover or be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

42. Several Liability

The subscribing Insurer's obligations hereunder are several and not joint, and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer(s) or underwriter(s) who for any reason does not satisfy all or any part of their obligations.

43. Subrogation

Any claimant under this **Policy** must, at the request and expense of **Us**, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in the name of **You**, whether such steps are or become necessary before or after any payment is made by **Us**.

44. Subrogation Waiver

Notwithstanding the subrogation condition above, in the event of a claim arising under this **Policy** **We** agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- A.** any Company which is a parent to subsidiary (or subsidiary to parent) of **You**; or
- B.** any Company which is a subsidiary of a parent Company of which **You** themselves are a subsidiary; in each case within the meaning of the Companies Act(s).

In respect of any other party, it is a **Condition Precedent** to cover that **You** do not, without specific prior written agreement by **Us**, agree to any term of any contract or agreement which restricts, reduces or waives **Your** or **Our** right of recovery from any other party. When such prior written agreement is requested by **You**, **We** will be entitled to:

- i)** charge an additional premium;
- ii)** request that **You** seek to renegotiate its contract without such term(s);
- iii)** exclude from cover liability for any amounts which would have been recoverable from another party in the absence of such term(s); and/or
- iv)** apply a net contribution limit to **Our** indemnity in respect of the relevant project.

This Section will not apply to the **Policy** unless specified as **INSURED** in the **Schedule**.

Section F – Employers Liability

Cover

We will pay any sums that **You** become legally liable to pay if an **Employee** brings a claim against **You** for **Injury** sustained during the **Period of Insurance** in the course of their employment by **You**, provided that such **Injury** occurs:

- a) within the **Insured Territories**; or
- b) Elsewhere in the world during a temporary visit by an **Employee** who is normally resident in the **Insured Territories**.

We will also pay any costs, fees and expenses incurred by the claimant and any **Defence Costs** incurred by **You** (with **Our** prior consent) for the defence, handling or settlement of a claim under this Section.

All payments are subject to the **Limit of Indemnity** for this Section which is stated in the **Schedule**. The **Limit of Indemnity** for this Section is inclusive of payments made for **Defence Costs**.

Employers' Liability Compulsory Insurance Clause

The cover provided by this Section is in accordance with the provision of any law enacted in the **Insured Territories** relating to the compulsory insurance of liability to **Employees**.

If **We** pay any sum which **We** would not have been liable to pay but for the provision of such law, **You** must repay that sum within 14 days of **Our** request.

Extensions to this Section

a) Unsatisfied Court Judgments

If following **Injury**, an **Employee** obtains a judgment for damages against any company or individual operating from premises within the **Insured Territories** which remains unsatisfied more than six months after the date of such judgment, at **Your** request, **We** will pay that **Employee** the amount of any unsatisfied damages and awarded costs, provided that:

- i) the **Injury** was sustained during the **Period of Insurance** in the course of their employment by **You**; and
- ii) there is no appeal outstanding; and
- iii) **We** would have provided cover under this Section of this **Policy** if the judgment had been made against **You**; and
- iv) the **Employee** assigns their judgement to **Us** and gives all information, consent and assistance that **We** require in relation to this claim.

Exclusions applying to this Section (in addition the General Exclusions also apply to this Section)

We will not make any payment under this Section:

- a) For any claim brought against **You** in a court of law outside the **Insured Territories** stated in the **Schedule**.
- b) For **Injury** sustained while an **Employee** is being carried in or on or entering into or alighting from any vehicle for which compulsory insurance or security is required under road traffic legislation.
- c) For any amount payable under workman's compensation, social security or health insurance legislation or any similar legislation.
- d) For medical and/or repatriation costs.
- e) For **Injury** arising while an **Employee** is **Offshore**.
For the purpose of this insurance, an **Employee** is deemed to be **Offshore** from the time they board any form of transport at the point of departure for an **Offshore** rig, installation or platform until they disembark onto land following their return from that rig, installation or platform.

Section G – Public Liability

Cover

We will pay any sums that **You** become legally liable to pay if a claim is brought against **You** for accidental **Injury** and/or accidental **Damage** which occurs during the **Period of Insurance** in connection with **Your Business**, provided that such **Injury** or **Damage** occurs:

- a) within the **Insured Territories**; or
- b) elsewhere in the world during a temporary visit by an **Employee** who is normally resident in the **Insured Territories**.

We will also pay any costs, fees and expenses incurred by the claimant and any **Defence Costs** incurred by **You** (with **Our** prior consent) for the defence, handling or settlement of a claim under This Section.

All payments are subject to the **Limit of Indemnity** for this Section which is stated in the **Schedule**, other than payments for **Defence Costs** which are in addition to the **Limit of Indemnity**.

Extensions to this Section

a) Defective Premises Act

We will pay all sums that **You** become legally liable to pay as compensatory damages for **Injury** and/or **Damage** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that such **Injury** and/or **Damage** occurred during the **Period of Insurance** in connection with premises which have been disposed of by **You**.

We will not provide any cover under this Extension:

- i) in connection with any premises which was not owned by **You** in connection with **Your Business** prior to its disposal;
- ii) for the cost of remedying any defect or alleged defect in the premises; or
- iii) for liability more specifically insured under any other insurance.

All payments are subject to the **Limit of Indemnity** for This Section which is stated in the **Schedule**.

b) Motor Contingent Liability

We will pay all sums that **You** become legally liable to pay for **Injury** and/or **Damage** arising out of the use of a motor vehicle owned by an **Employee**, provided that such **Injury** and/or **Damage** occurred during the **Period of Insurance** while the vehicle was being used in connection with **Your Business**.

We will not provide any cover under this Extension:

- i) for **Injury** to any person being carried on a motorcycle;
- ii) for the loss of or **Damage** to the vehicle;
- iii) for the loss of or **Damage** to contents being carried in or on the vehicle;
- iv) for **Injury** or **Damage** arising while the vehicle is being driven by **You**;
- v) for **Injury** or **Damage** arising while the vehicle is being driven with **Your** consent by a person who does not hold an appropriate licence for that vehicle;
- vi) for liability more specifically insured under any other insurance or security; or
- vii) while the vehicle is being used outside of the **Insured Territories**.

All payments are subject to the **Limit of Indemnity** for This Section which is stated in the **Schedule**.

c) Overseas Personal Liability

We will pay all sums that **You**, an **Employee** or a director or partner of **Your Business** (including a member of their family or a person who normally resides with them) become legally liable to pay for **Injury** and/or **Damage** incurred in a personal capacity while temporarily outside the **Insured Territories** during the **Period of Insurance** in connection with **Your Business**.

We will not provide any cover under this Extension:

- i) for liability arising out of the ownership of occupation of land or **Buildings**; or
- ii) for liability more specifically insured under any other insurance.

All payments are subject to the **Limit of Indemnity** for This Section which is stated in the **Schedule**.

d) Consumer Protection Act and Food Safety Act

We will pay the cost of prosecution and legal fees and expenses incurred with **Our** prior consent for **You**, an **Employee** or a director or partner of **Your Business** in the defence of criminal proceedings or in an appeal against a conviction in respect of:

- i) a breach of Part II of the Consumer Protection Act 1987; or
- ii) a breach of Part II of the Food Safety Act 1990,

which was committed, or alleged to have been committed, during the **Period of Insurance** in connection with **Your Business** and in connection with a claim which may form the subject of indemnity under this **Policy**.

We will not provide any cover under this Extension:

- i) for fines or penalties of any kind;
- ii) for liability more specifically insured under any other insurance; or
- iii) to proceedings resulting from any deliberate act or omission.

All payments are subject to the **Limit of Indemnity** for This Section which is stated in the **Schedule**.

Exclusions applying to this Section (in addition the General Exclusions also apply to this Section)

We will not make any payment under This Section:

- a) For any claim within the scope of cover set out in Sections F and H, whether or not these sections are in force or cover is excluded.
- b) For **Injury** or **Damage** arising out of or in connection with any **Product**.
- c) For any claim which is caused by, contributed to by or arises from the ownership, possession or use by **You**, on behalf of **You** or by any person or party entitled to make a claim under this insurance of any motor vehicle or trailer for which compulsory insurance or security is required by legislation. Provided that this exclusion will not apply to claims:
 - i) which are covered under the Motor Contingent Liability Extension within This Section;
 - ii) caused by, arising or resulting from the use of any tool or plant which forms part of, is attached to or is used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation;
 - iii) which occur beyond the limits of any carriageway or thoroughfare that are caused by, arise or result from the loading or unloading of any motor vehicle or trailer, except where indemnity is provided by any motor insurance contract; or
 - iv) caused by, arising or resulting from any motor vehicle or trailer which is temporarily in **Your** custody or control for the purpose of parking, except liability for which compulsory insurance or security is required by legislation governing the use of any motor vehicle or trailer.
- d) For any claim which is caused by, contributed to by or arises from the ownership, possession or use by **You**, on behalf of **You** or by any person or party entitled to make a claim under this insurance of any aircraft, hovercraft, **Offshore** installation, rig or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways).
- e) For **Damage** to property owned by, leased to, hired by, under hire purchase, on loan to or held in trust by **You**, or which is otherwise in **Your** care custody or control, other than:
 - i) clothing and personal effects of **Employees** and visitors;
 - ii) premises (including contents within such premises) temporarily occupied by **You** for work, but **We** will not provide cover for **Damage** to any part of any property on which **You** are or have been working which arises out of such work;
 - iii) premises tenanted by **You**, provided always that:
 - 1. details of such premises have been disclosed to **Us**;
 - 2. liability for such **Damage** is not assumed by **You** under agreement where liability would not have existed in the absence of the agreement;
 - 3. **We** will not be responsible for the first £500 of such **Damage**; and
 - 4. **We** will not cover **Damage** caused by, arising or resulting from fire or explosion.

Section H – Products Liability

Cover

We will pay all sums that **You** become legally liable to pay as compensatory damages for accidental **Injury** and/or accidental **Damage** which occurs during the **Period of Insurance** and arises out of, or in connection with, any **Product**.

We will also pay any costs, fees and expenses incurred by the claimant and any **Defence Costs** incurred by **You** (with **Our** prior consent) for the defence, handling or settlement of a claim under This Section.

All payments are subject to the **Limit of Indemnity** for This Section which is stated in the **Schedule**, other than payments for **Defence Costs** which are in addition to the **Limit of Indemnity**.

Exclusions applying to this Section (in addition the General Exclusions also apply to this Section)

We will not make any payment under This Section:

- a) For any claim within the scope of cover set out in Sections F and G, whether or not these sections are in force or cover is excluded.
- b) For costs incurred to repair, recondition or replace any **Product**, or any part of any **Product**, which is alleged to be defective.
- c) For any claim caused by, arising or resulting from the recall of any **Product** or any part of any **Product**.
- d) For any claim caused by, arising or resulting from any **Product** which, with **Your** knowledge, is intended to be incorporated into the structure, machinery or controls of any aircraft other aerial device, hovercraft or **Offshore** rig, installation or platform.
- e) For any claim caused by, arising or resulting from any **Product** which **You** know, or should reasonably know, is to be delivered or used in the United States of America or Canada or any territory which operates under the laws of the United States of America or Canada, unless **We** have issued an **Endorsement** to specifically agree otherwise and **You** have accepted any terms applied by **Us** in order to provide such cover.
- f) For any claim caused by, arising or resulting from the failure of any **Product**, or any part of any **Product**, to fulfil the purpose for which it was intended, unless the failure is due to an unintended and unexpected defect in the manufacture and/or assembly of such **Product** or **Product** part.
- g) For any claim caused by, arising or resulting from damage to the **Product** or any part of any **Product**.
- h) For any claim which arises from circumstances known to **You** before the start date of this **Policy**.

Extensions to Sections F, G and H

In the event of a valid claim under Sections F, G or H of this document, **We** will extend cover to provide the following additional benefits.

Compensation for Court Attendance

In the event that **Your** director or partner or an **Employee** attends court as a witness at **our** request in connection with a claim under this **Policy**, **We** will provide compensation to **You** at the following rates for each day on which attendance is required:

- a) a director or partner: £250 per day
- b) an **Employee**: £150 per day

That the most **We** will pay under this extension during any one **Period of Insurance** is £5,000.

Indemnity to Others

The cover provided under Sections F, G or H of this **Policy** extends to:

- a) **Your** director or partner or an **Employee** in respect of the performance of their obligations in connection with **Your Business**;
- b) officers, committees and members of **Your** canteen, social, sports, first aid, fire-fighting and welfare organisations in their respective capacity as such;
- c) any person or firm arising out of the performance of a contract with **You** for the provision of labour only;
- d) at **Your** request, any principal in respect of legal liability which would have been covered by this **Policy** if the claim had been made against **You** arising out of work carried out by **You** under contract or agreement; and
- e) the personal representatives of any person or party indemnified by reason of this Extension in respect of legal liability incurred by such person or party,

Provided that:

- a) each person or party specified above must observe and be subject to the terms and conditions of this **Policy** as if they were **You**; and
- b) **Our** liability under this Extension will in no way operate to increase the **Limit of Indemnity** or any other limit which may apply, regardless of the number of persons or parties claiming indemnity.

Criminal Prosecution Costs and Inquests

Where **Defence Costs** are covered under Sections F, G or H of this **Policy**, cover is extended to include:

- a) costs of prosecution awarded against **You** and legal fees and expenses incurred with **Our** prior consent in the defence of any investigation or the prosecution of **You** for actual or alleged:
 - i) offences under Part I of the Health & Safety at Work etc Act 1974 (and/or any UK legislation of similar effect); and/or
 - ii) corporate manslaughter or corporate homicide against **You** or other person insured by this **Policy** under the Corporate Manslaughter and Corporate Homicide Act 2007,

Provided that:

- iii) **We** will not provide any cover for fines or penalties imposed as a consequence of such prosecution or for costs, fees or other expenses incurred to comply with a publicity and/or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007; and
 - iv) **Our** liability will not exceed £1,000,000 in total for all claims made under point a) ii) above during any one **Period of Insurance**;
- b) legal fees and expenses incurred with **Our** prior consent for **Your** representation at any coroner's inquest or fatal accident inquiry; and
- c) legal fees and expenses incurred with **Our** written consent in connection with **Your** defence at any proceedings in a court of summary jurisdiction.

Exclusions applicable to Sections G and H (in addition to the General Exclusions that also apply to this Section)

We will not make any payment for any claim which directly or indirectly is caused by, contributed to by or arises from:

- a) The deliberate, conscious or intentional disregard by **You** technical or administrative management of the need to take all reasonable steps to prevent **Injury** or **Damage**.

- b) Liquidated damages clauses, penalty clauses or performance warranties unless it can be proved that liability would have attached in the absence of such clauses or warranties.

Liquidated damages are specific damages agreed at the time a contract is made which act as compensation in the event of a breach of contract.

- c) Pollution or contamination of the atmosphere or of any water, land, buildings or other tangible property, except to the extent that it can be proved that such pollution or contamination:
 - i) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of Insurance**; and
 - ii) was not the direct result of **You** failing to take reasonable precautions to prevent such pollution or contamination.

Any payment made for pollution or contamination will be in the aggregate during the **Period of Insurance** and will not exceed the **Limit of Indemnity** stated in the **Schedule**.

All pollution or contamination which arises out of one incident will be considered for the purposes of this **Policy** to have occurred at the time such incident takes place.

- d) War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or the confiscation, nationalisation, requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.

e)

- i) The recognition, interpretation, failure to recognise or interpret or calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times by any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether **Your** property or not; or
- ii) Any change, alteration, correction or modification involving one or more dates or times to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether **Your** property or not.

This exclusion applies regardless of any other cause which contributes concurrently or in any sequence to such loss, **Damage**, expense, liability or claim.

- f) Any form of design, formula or specification or technical or professional service or advice given by **You** for a fee or in circumstances where a fee would normally be charged or by anyone acting on **Your** behalf.

- g) **Financial Loss**.

- h) A contract or agreement which would not have arisen in the absence of such contract or agreement.

- i) **Your** use of or reliance upon, or the sale or supply of, any computer, hardware or related information, technology or communication system, any computer software, internet or intranet website or similar facility, system or network and/or any electronic data or related information.

This exclusion will not apply to a claim for **Injury** caused by an accident involving physical contact with computer hardware.

- j) Any judgement, award or settlement made within a country which operates under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part).

- k) **Injury** to an **Employee** where such **Injury** arises out of and in the course of their employment by **You**.

- l) Fines, penalties, punitive or exemplary damages or other non-compensatory damages of any kind.

Punitive or exemplary damages are damages awarded in excess of a claimants' loss which are intended to punish the defendant rather than compensate the claimant.

General Liability Insurance Exclusions (applicable to Sections F, G & H)

The following exclusions apply to the **Policy** as a whole and are in addition to any section specific exclusions.

We will not make any payment for any claim which directly or indirectly is caused by, contributed to by or arises from:

- a) Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination however such reaction, explosion, radiation or contamination may have been caused.

Provided that in respect of a claim arising from **Injury** which forms the subject of indemnity under Section A of this Policy, this exclusion will only apply to liability:

- a) for any party to whom indemnity is granted under Clause d) of the Policy Extension 'Indemnity to Others' and/or
 - b) assumed by **You** by agreement which would not have attached in the absence of such agreement.
- b) Any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This Exclusion also excludes **Injury** or **Damage** or cost or expense of any nature 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 **Injury** or **Damage** or cost or expense is not covered by this Policy, the burden of proving otherwise will be upon **You**.

In respect of Section A of this Policy, this Exclusion will not apply to the first £5,000,000 of any one claim or a series of claims against **You** arising out of any one **Occurrence** (inclusive of **Defence Costs**).

- c) Asbestos or asbestos fibres, including but not limited to **Injury** or **Damage** caused by or in any way connected with asbestos or asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres or the cost of removing, nullifying or cleaning up asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres.

In respect of Section A of this Policy, this Exclusion will not apply to the first £5,000,000 of any one claim or a series of claims against **You** arising out of any one occurrence (inclusive of **Defence Costs**).

- d) Any claim or loss which is covered by any other contract of insurance or indemnity arrangement.

However, if the **Limit of Indemnity** under this **Policy** is higher than that payable under any other contract of insurance or indemnity agreement, **We** will pay any amount in excess of the maximum **Limit of Indemnity** of the other contract of insurance or indemnity agreement (up to the maximum **Limit of Indemnity** of this **Policy**).

- e) If **You** make a fraudulent claim under this insurance, **We**:
 - i) will not pay the claim; and
 - ii) may recover (from **You**) any sums already paid by **Us** in respect of the fraudulent claim; and
 - iii) may terminate this insurance from the time of the fraudulent act.

If **We** exercise **Our** right under point iii) above:

- v) We will not pay any claim which occurs after the time of the fraudulent act; and
 - w) will not return any of the premiums paid.
- f) We will not cover You for any liability for Injury, loss or Damage or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from
 - i) Coronavirus (COVID-19) (the disease caused by SARS-CoV-2);
 - ii) Other disease caused by any mutation or variant of SARS-CoV-2;
 - iii) Any novel infectious disease caused by a newly identified agent; or,
 - iv) A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above.

This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority

- g) We will not cover You** in respect of any liability arising from any visits or work carried out by **You, Your Employees** or work carried out on **Your** behalf within countries regions or areas where the UK Foreign and Commonwealth Office advise against all travel to.
- h) We will not cover You** in respect of any liability caused by, happening through, as a result of or in any way connected with war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Cyber Acts & Incidents – Combined Liability

1. **We** will not provide any cover under any circumstances for any loss, damage, liability, claim, fine, penalty, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - i. **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
 - ii. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount relating to the value of such **Data**.
2. This exclusion does not apply to a claim that would otherwise be covered under the Employers' Liability section of this Policy. This cover is limited to the first £5,000,000 of any one claim or series of claims arising out of any one occurrence (inclusive of **Defence Costs**).
3. This endorsement supersedes any other wording in the Policy or any endorsement having a bearing on a **Cyber Act**, **Cyber Incident** or **Data** and if in conflict with such wording, replaces it.
4. If **We** allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary will fall upon **You**.
5. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder will continue in full force and effect.

Definitions applicable to this endorsement:

- A. Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including

any associated input, output, data storage device, networking equipment or back up facility, owned or operated by you or any other party.

B. Cyber Act means:

- i. a deliberate, unauthorised, malicious or criminal act;
- ii. a series of related deliberate, unauthorised, malicious or criminal acts; or
- iii. any threat or hoax relating to i and/or ii above,
regardless of time and place, involving access to or the processing, use or operation of any **Computer System**.

C. Cyber Incident means:

- i. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any **Computer System**; or
- ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

D. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

General Liability Insurance Conditions (applicable to Sections F, G & H)

Some of the conditions below are conditions precedent to **Our** liability to provide insurance cover under **Your** Policy. These will be clearly marked where applicable. Breaching these conditions may affect the cover provided and/or the settlement of any claim.

Notification of a Claim

It is a **Condition Precedent** to **Our** liability under this insurance that **You** give notice, as soon as practicable but no later than 14 days after the date that **You** or **Your** representative have knowledge of:

- a) any claim or **Occurrence** that **You** are aware of;
- b) **Your** receipt of any form of notice that a claim or **Occurrence** may reported; or
- c) any circumstances **You** become aware of which may result in a claim or **Occurrence** under this insurance.

To make a claim, please contact our Claims department at:

Woodgate and Clark Limited, 42 Kings Hill Avenue, West Malling, Kent, ME19 4AJ

Telephone: +44 (0) 1732 520273

Out of office hours: +44 (0) 1732 520270

Email: new.claims@woodgate-clark.co.uk

It could affect the settlement of a claim, or **We** may reject a claim, if **You** do not comply with this condition and this has a negative effect on **Our** ability to defend that claim.

Limit of Indemnity and Excess

- a) **We** will only make a payment where the sums that **We** agree to pay exceed the excess.
- b) A separate **Excess** applies to each and every claim.
- c) **We** will not be liable for the amount of the **Excess**.
- d) **You** must not take out insurance in respect of the **Excess**.
- e) **We** will not make any payment above the **Limit of Indemnity**.

Admitting Liability

It is a condition precedent to **Our** liability under this insurance that **You** do not make an admission of liability or any agreement, promise, offer or payment without **Our** prior consent.

It could affect the settlement of a claim, or **We** may reject a claim, if **You** do not comply with this condition and this has a negative effect on **our** ability to defend that claim.

Claim Control

We are entitled to take control of the investigation, defence and settlement of any claim or to prosecute, in **Your** name and for **Our** benefit, any claim for indemnity or otherwise against any third party.

At **Your** own expense, **You** must provide any information, documentation, evidence, co-operation and assistance that **We** require to enable **us**, or any person appointed to act on **Our** behalf, to investigate, defend or settle a claim.

You must also comply with all rules of court and any court orders, follow any advice given by a solicitor appointed by **Us** and, where necessary, attend any hearings, meetings or conferences and sign any documents at the request of that solicitor.

It could affect the settlement of a claim, or **We** may reject a claim, if **You** do not comply with this condition and this has a negative effect on **Our** ability to defend that claim.

Discharge of Liability

We may, at any time, pay the **Limit of Indemnity** or any other applicable limit (after the deduction of any sum already paid), or any lesser amount for which a claim can be settled, and discharge our liability to make any further payments under this **Policy**.

Provided that **We** will pay any **Defence Costs** which are covered by this Policy which were incurred prior to the date of such payment

Subrogation

We maintain a right to recover any payment made by **Us** following a claim or **Occurrence** under this **Policy**. Provided that **We** agree not to exercise this right against any past, present or future **Employee**, director or partner of the company named as the 'Insured' in the Schedule, or any subsidiary of that company, unless such payment has been brought about or contributed to by a wilful, malicious, dishonest or fraudulent act or omission by that **Employee**, director or partner.

You must not do anything to impair any actual or potential rights of recovery and, at **Our** request, bring proceedings to transfer to **us** any rights of recovery available to **You**. At **Your** cost, **You** must also provide all reasonable assistance to enforce those rights.

Any recovery will be applied as follows:

- a) firstly, to **Us**, the amount of any payment made by **Us**;
- b) secondly, to **You**, the recovery of **Your** excess or other amount paid by **You**.

Reasonable Precautions

It is a **Condition Precedent** to **Our** liability under this insurance that, at **Your** own expense, **You**:

- a) take all reasonable steps to avoid **Injury** or **Damage** and prevent the sale or supply of **Products** which are defective in any way;
- b) before the commencement of the employment of an **Employee**, **You** use **Your** best endeavours to ensure that references are taken up and qualifications checked, that any gaps in employment history are checked and all relevant local authority and police checks are undertaken;
- c) ensure an appropriate level of supervision for all **Employees**;
- d) as soon as possible after discovering a defect or danger, make good or remedy that defect or danger and take additional precautions as may be necessary;
- e) cease any activity that has resulted in **Damage** or **Injury** which may give rise to further **Damage** or **Injury**;
- f) comply with all statutory requirements and other safety regulations imposed by any authority;
- g) comply with all the terms and conditions of this insurance and ensure that any actions required by this insurance have been completed.

It could affect the settlement of a claim, or **We** may reject a claim, if **You** do not comply with this condition and this has a negative effect on **Our** ability to defend that claim.

Change of Risk

You must inform **Us**, as soon as practicable, of:

- a) any alternation or change of circumstance which could increase the risk of a claim under this insurance; and/or
- b) any change to the information provided in **Your Proposal**.

Premium Payment

It is a **Condition Precedent** to **Our** liability under this insurance that the premium is paid at inception of the **Policy**, or where the premium is payable by instalments, at the time the instalment is due. In the event that the premium is not paid, **You** will be in breach of this condition, and **We** will have no liability under this insurance in respect of losses occurring from the date of the breach and until the date that the breach is remedied.

In the event of non-payment, **We**, **Your** broker or Commercial Express Quotes Limited may cancel **Your** insurance by sending 14 days' notice, in writing, to **Your** last known address. If the premium is paid before the notice period expires **We** will automatically revoke notice of cancellation. If not, the insurance will automatically terminate with effect from the date of the breach.

If **You** have not paid any of the premium, the **Policy** will be cancelled with effect from the start date of the **Period of Insurance**. This has the same effect as if **You** have never had any cover or protection from this **Policy**. If **You** have paid part of the premium, **We** will make a proportionate charge for the time **We** have provided cover (based on the number of days this insurance was in force).

In the event that **You** have made a claim, including a claim which is under consideration, or if **You** are aware of an incident which is likely to result in a claim the full premium will be payable

Cross Liability

Where there is more than one party named in the **Schedule** as the Insured, this **Policy** will apply separately to each Insured in the same manner and to the same extent as if a separate **Policy** had been issued to each Insured.

We agree to waive all rights of subrogation against any of these parties, provided that the total amount payable in respect of all parties will not exceed in total the **Limit of Indemnity**.

Cancellation

You may cancel this **Policy** at any time by notifying Commercial Express Quotes Limited via **Your** broker.

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

However, if **You** make a claim or if **We** are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this **Policy** is cancelled prior to or within the cooling-off period **You** must return to **Us** all **Policy** documentation.

If this **Policy** is cancelled after the cooling-off period **You** must return to **Us** any Employers' Liability Certificate if one was issued.

Your Cancellation Rights

Prior to the start of the Period of Insurance

If **You** decide to cancel this **Policy** and **You** provide Commercial Express Quotes Limited via **Your** broker with **Your** instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium.

During the cooling-off period of 14 days

You have the right to cancel this **Policy** within 14 days from the purchase of this **Policy** or its renewal date or from the day on which **You** receive this **Policy** or renewal documentation, whichever is the later. To cancel this **Policy** **You** must advise Commercial Express Quotes Limited via **Your** broker without delay. Upon receiving **Your** instructions, **We** will cancel this **Policy**:

- a) where **You** request that no cover is to be provided by **Us**, **You** will be entitled to a full refund of premium alternatively;
- b) where **You** request this **Policy** coverage to be operative for a limited number of days within the cooling-off period **You** will be entitled to a refund of premium paid, less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or circumstances have occurred which may give rise to a claim, in which case no premium will be refunded.

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the full premium.

After the cooling-off period

You may cancel this **Policy** at any time by giving notice in writing to Commercial Express Quotes Limited via **Your** broker. Upon receiving **Your** instructions, **We** will cancel this **Policy** and provided there have been no claims or circumstances having occurred which may give rise to a claim **You** will be entitled to a refund of premium less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or circumstances have occurred which may give rise to a claim, in which case no premium will be refunded.

Cancellation outside the cooling-off period is subject to a minimum time on risk charge of £100.00 plus Insurance Premium Tax and the fee charged by Commercial Express Quotes Limited being non-refundable. There may be an additional fee for cancellation as detailed in the **Policy Schedule**.

Our Cancellation Rights

We may cancel this insurance by giving **You** 30 days' notice in writing. **We** will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

- a) non-payment of premium in which case cancellation is effective from the start date of the **Period of Insurance** this has the same effect as if **You** have never had any cover or protection from this **Policy**;
- b) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- c) **Your** non-cooperation or failure to supply any information or documentation we request;
- d) **Your** threatening or abusive behaviour or use of threatening or abusive language.

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us** **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. If **We** decide to cancel this **Policy** Commercial Express Quotes Limited will advise **You** by sending a letter of cancellation to **Your** last known address.

Legal, Regulatory and Other Information

About your Insurance Policy

This **Policy** is administered by Commercial Express Quotes Limited and Underwritten by Brit Syndicate 2987 at Lloyd's in respect of Sections A-E and Axis Managing Agency Ltd/Axis syndicate 1686 at Lloyd's in respect of Sections F-H.

Brit Syndicate 2987 at Lloyd's is managed by Bit Syndicates Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation. Registered in England and Wales No. 0824611. Registered Office: The Leadenhall Building, 122 Leadenhall Street, London, United Kingdom EC3V 4AB

Axis Managing Agency Ltd/Axis syndicate 1686 at Lloyd's is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of **Our** regulation by the Financial Conduct Authority are available from **Us** on request.

Commercial Express Quotes Limited is a Managing General Agent registered in England and Wales under company number 03862468. Their registered office is B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH. Commercial Express is authorised and regulated by the Financial Conduct Authority FRN 311067.

Commercial Express act as **Our** agent for the purposes of placing insurance policies, issuing insurance documents and when handling insurance premiums. Commercial Express receive commission for carrying out these services on **Our** behalf.

Financial Services Compensation Scheme (FSCS)

We and Commercial Express are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** or Commercial Express are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **Policy**.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme
PO Box 300, Mitcheldean, GL17 1DY

Email: enquiries@fscs.org.uk
Telephone (for UK callers): +44 (0) 800 678 1100 (free phone)
Telephone (for callers from abroad): +44 (0) 20 7741 4100
Website: www.fscs.org.uk

Law and Jurisdiction

This insurance is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

Duty of Fair Presentation

If **You** breach **Your** duty of fair presentation before entering into this insurance contract, the remedies available to **Us** are explained below.

- a) If the breach is deliberate or reckless:
 - i) **We** may avoid the contract and refuse to pay a claim; and
 - ii) **We** do not need to return any of the premiums paid.
- b) If the breach is not deliberate or reckless, the remedy depends on what **We** would have done if **You** had complied with the duty of fair presentation.
 - i) If **We** would not have entered into the contract at all, **We** may avoid the contract, refuse all claims or losses and return any premiums paid.
 - ii) If **We** would have entered into the contract but on different terms (other than terms relating to the premium), the contract will be treated as if it had been entered into on those different terms from the outset.
 - iii) If **We** would have entered into the contract but charged a higher premium, **We** may reduce the amount **We** pay for a claim by a proportional amount (and, if applicable, the amount already paid for previous claims). In

these circumstances **We** will pay X% of the amount **We** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

If **You** breach **Your** duty of fair presentation before entering into a variation to this insurance contract, the remedies available to **Us** are explained below.

- a) If the breach is deliberate or reckless:
 - i) **We** may terminate the contract from the date the variation was concluded; and
 - ii) **We** do not need to return any of the premiums paid.
- b) If the breach is not deliberate or reckless, the remedy depends on what **We** would have done if **You** had complied with the duty of fair presentation.
 - i) If **We** would not have agreed to the variation at all, **We** may treat the contract as if the variation was never made and return any extra premium paid for that variation.
 - ii) If **We** would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms.
 - iii) If **We** would have increased the premium by more than **We** did (or at all), **We** may reduce the amount **We** pay for a claim arising after the date of the variation by a proportional amount. In this circumstance **We** will pay X% of the amount **We** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
 - iv) If **We** would not have reduced the premium as much as **We** did (or at all), **We** may reduce the amount **We** pay for a claim arising after the date of the variation by a proportional amount. In this circumstance **We** will pay X% of the amount **We** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

Acts and Statutes

The reference to any Act, statute or statutory provision includes any amendment, re-enactment or replacement of that Act, statute or statutory provision.

Where appropriate, the reference to any Act, statute or provision includes reference to any equivalent international legislation.

Sections, Terms, Conditions and Exclusions

If any section, term, condition or exclusion which forms part of **Your Policy** is found to be invalid or unenforceable, the remaining sections, terms, conditions and exclusions will be in full force and effect.

If part of a section, term, condition or exclusion which forms part of **Your Policy** is found to be invalid or unenforceable, the remainder of that section, term, condition or exclusion will be in full force and effect.

References to the Singular

References to the singular include the plural.

Contracts (Rights of Third Parties) Act 1999

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

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Privacy Notice

Your Personal Information Notice

In respect of the following statement only, '**We/Our/Us**' refers to Brit Syndicate 2987 at Lloyd's, Axis Managing Agency Ltd/Axis syndicate 1686 at Lloyd's, and Commercial Express Quotes Limited.

We respect **Your** right to privacy. In **Our** Privacy Policy (available at the website links below) **We** explain who **We** are, how **We** collect, share and use personal information about **You**, and how **You** can exercise **Your** privacy rights. If **You** have any questions or concerns about **Our** use of **Your** personal information, then please contact **Us** using the appropriate contact details below.

We may collect **Your** personal information such as name, email address, postal address, telephone number, gender, date of birth and payment details. In some circumstances, **We** may need to collect information relating to health or criminal convictions in order to provide **Your** insurance **Policy** or if it is required for any legal obligations. **We** need the personal information to enter into and perform a contract with **You** and **We** will use **Your** personal information to provide products and services as required by **You**, communicate with **You**, undertake statistical analysis, develop new products and services, and to meet **Our** legal or regulatory obligations. **We** retain personal information **We** collect from **You** where **We** have an ongoing legitimate business need to do so (please note that reference to "You" or "Your" herein encompasses non-exhaustively "You, Your company, employees and / or customers").

We may disclose your personal information to:

- **Our** group companies (where applicable);
- third party services providers and partners who provide data processing services to **Us** or who otherwise process personal information for purposes that are described in **Our** Privacy Policy or notified to **You** when **We** collect **Your** personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where **We** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend **Our** legal rights, or (iii) to protect **Your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **Our** business, provided that **We** inform the buyer it must use **Your** personal information only for the purposes disclosed in **Our** Privacy Policy; or
- any other person with **Your** consent to the disclosure.

Most of the personal information we hold about **You** is received from **Your** Insurance advisor, who will provide **Us** with **Your** information so **We** can arrange and provide **Your** insurance **Policy** for **You**. **We** may also collect personal information from **You** if **You** contact **Us** directly, for example if **You** needed to make a complaint.

Your personal information may be transferred to, and processed in, countries other than the country in which **You** are resident. These countries may have data protection laws that are different to the laws of **Your** country.

We use appropriate technical and organisational measures to protect the personal information that **We** collect and process about **You**. The measures **We** use are designed to provide a level of security appropriate to the risk of processing **Your** personal information.

You are entitled to know what data is held on **You** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **Your** data be corrected in order that **We** hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **Your** rights is included in **Our** Privacy Policy.

You can opt-out of marketing communications **We** send **You** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails **We** send **You**. Similarly, if **We** have collected and processed **Your** personal information with **Your** consent, then **You** can withdraw **Your** consent at any time. Withdrawing **Your** consent will not affect the lawfulness of any processing **We** conducted prior to **Your** withdrawal, nor will it affect processing of **Your** personal information conducted in reliance on lawful processing grounds other than consent.

If **You** have any concerns about our use of **Your** personal information, you can make a complaint to **Us** by using the appropriate contact details below.

You can also complain to the ICO if you are unhappy with how **We** have used **Your** data. The ICO's address is:
Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Helpline number: 0303 123 1113 ICO website: <https://www.ico.org.uk>

Our Privacy Policies can be viewed at:

Brit Syndicate 2987 at Lloyd's	https://www.britinsurance.com/privacy
AXIS Managing Agency Ltd	https://www.axiscapital.com/who-we-are/privacy
Commercial Express Quotes Limited	https://www.commercialexpress.co.uk/privacy-policy-policyholders

A copy can also be provided on request by using the contact details below.

Brit Syndicate 2987 at Lloyd's	By writing to Us at: The Data Protection Officer, Brit Limited, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG
AXIS Managing Agency Ltd	By Email: dpo@axiscapital.com By Phone: 0207 877 3800 or by writing to Us at: AXIS Managing Agency Ltd, 52 Lime Street, London EC3M 7AF
Commercial Express Quotes Limited	By Email: hello@commercialexpress.co.uk By Phone: 01384 473021 or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

If **You** wish to make a complaint directly to **Us** please contact:

Brit Syndicate 2987 at Lloyd's	By Email: BGS.Complaints@britinsurance.com By Phone: 0207 3857 0000 or by writing to us at: The Complaints Department, Brit Limited, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG
AXIS Managing Agency Ltd	By Email: dpo@axiscapital.com By Phone: 0207 877 3800 or by writing to us at: AXIS Managing Agency Ltd, 52 Lime Street, London EC3M 7AF
Commercial Express Quotes Limited	By Email: hello@commercialexpress.co.uk By Phone: 01384 473021 or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

How to Make a Complaint

We are dedicated to providing a high-quality service and want to ensure that **We** maintain this at all times. If, however **You** do need to make a complaint, **We** will endeavour to resolve the matter promptly and fairly.

If **Your** complaint is about the sales process or suitability of **Your Policy**, **You** should contact the broker who arranged this **Policy** for **You**.

If **Your** complaint is about the handling of a property damage insurance claim (Sections A – E), **You** should refer the matter to **Our** claims representatives using the following contact details:

The Complaints Department
Brit Syndicates Limited, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB
Telephone: +44 (0) 20 385 7000
Email: BGS.Complaints@britinsurance.com

If **Your** complaint is about the handling of a liability insurance claim (Sections F – H), **You** should refer the matter to **Our** liability insurance claims representatives using the following contact details:

Woodgate and Clark Limited
42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ
Telephone: +44 (0) 1732 520270
Email: complaintsdept@woodgate-clark.co.uk

If **Your** complaint relates to any other matter, **You** should contact Commercial Express using the following details:

The Compliance Manager, Commercial Express Quotes Limited,
B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH
Telephone: +44 (0) 1384 473201
Email: complaints@commercialexpress.co.uk

A copy of their complaints procedure is available at <https://www.commercialexpress.co.uk/complaints>. Alternatively, a copy can be provided on request.

If **Your** complaint needs to be dealt with by **Us**, Commercial Express will promptly forward details of **Your** complaint to **Us**. **We** will review **Your** complaint and will investigate the circumstances regarding **Your** complaint. **You** may also raise a complaint directly with **Us** by using the contact details below:

Complaints relating to Sections A-E of **Your Policy** (all Property Damage Sections):

The Complaints Department, Brit Syndicate Limited, The Leadenhall Building 122 Leadenhall Street, London EC3V 4AG.	Phone: +44 (0) 207 3857 0000 Email: BGS.Complaints@britinsurance.com
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Complaints relating to Sections F-H of **Your Policy** (Employers, Public & Products Liability):

Complaints, Axis Managing Agency Ltd, 52 Lime Street, London EC3M 7AF	Phone: +44 (0) 207 050 9000 Fax: +44 (0) 207 050 9001 Email: complaints@axiscapital.com
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What to do if You are not satisfied

If **You** are not satisfied with the response in respect of Sections A-E or have not received a response from Commercial Express or **Us** within fourteen (14) calendar days, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Complaints Lloyd's

Fidentia House	Email:	complaints@lloyds.com
Walter Burke Way	Telephone:	+44 (0) 20 7327 5693
Chatham Maritime	Fax:	+44 (0) 20 7327 5225
Chatham, Kent	Web:	www.lloyds.com/complaints
ME4 4RN		

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and are also available from the above address.

If **You** are dissatisfied with **Our** or Commercial Express's response to a Complaint, or if **You** have not been provided with a final response within 8 weeks, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service using the details below. If **You** wish to do so, **You** must refer **Your** complaint within 6 months of receiving the final response letter.

The Financial Ombudsman Service:

Exchange Tower, Harbour Exchange Square, London, E14 9SR
Telephone: +44 (0) 800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Telephone: +44 (0) 300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk