VICTOR

Multi Cover
Contractors

Contents

This Policy is made up of individual sections which are only operative if shown as insured on *The Schedule*.

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Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

The Contract of Insurance

This Policy is issued in accordance with the authorisation granted under contract to Marsh Limited acting on behalf of Ageas Insurance Limited.

This Policy is a contract of insurance between ***You*** and ***Us*** by which ***We*** agree to cover ***You*** in respect of the risks set out in the sections of this Policy shown as insured on ***The Schedule***, subject to the terms, conditions and exclusions of this Policy and in consideration of ***You*** paying or agreeing to pay the premium.

This Policy is made up of a number of documents which must be read together. ***You*** should read carefully all documents that ***We*** have provided and contact Marsh Limited or ***Your*** agent immediately if this Policy does not meet ***Your*** needs.

Payment of Premium
In return for ***You*** having paid or agreed to pay the premium for the ***Period of Insurance***, ***We*** will indemnify ***You*** by payment or, at ***Our*** option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury to the extent of and subject to the terms contained in or endorsed on this Policy.

This Policy has been signed for and on behalf of ***Us***.

Signed by François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

Details about the regulator and Insurers

Marsh Limited t/a Victor Insurance is regulated by the Financial Conduct Authority

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

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Important Notice

You have a duty to make a fair presentation of all material facts and circumstances to ***Us***. Providing ***Us*** with inaccurate information or failing to tell ***Us*** of anything which may increase the risk may invalidate this Policy or lead to claims not being paid or being paid in part only.

To assist ***Your*** understanding of which facts and circumstances are material to ***Us***, here are some key examples:

- **Who you are** – the legal entity that owns ***The Business***
- **Business status** – sole proprietor, partnership, limited liability partnership or a limited company
- **Business premises** – the type of construction, security protections and also rebuilding or replacement values
- **What you do** – the description of ***The Business*** as shown on ***The Schedule***
- **Personal and business history** – the previous history relating to proprietors, partners or directors or their business that is provided to ***Us***, e.g. previous bankruptcies, company liquidations, convictions, claims, etc.

Other material facts will be shown on the statement of fact or proposal form. If ***You*** are in any doubt or require clarification of what must be declared to ***Us***, please discuss this with ***Your*** insurance adviser.

You should keep a written record (including copies of letters) of any information ***You*** give ***Us*** or ***Your*** insurance adviser when ***You*** renew this Policy.

This Policy does not cover maintenance of the ***Property Insured***. That means ***We*** will not cover the cost of wear and tear or routine maintenance. ***We*** expect ***You*** to properly maintain the ***Property Insured*** but the cost of this remains ***Your*** responsibility. ***You*** have a duty to keep the ***Property Insured*** safe, secure and in good repair, and take all practical steps to avoid loss or damage.

You should also take all reasonable care to prevent accidents, ***Bodily Injury*** or disease. In particular ***You*** should:

- keep all work equipment and premises in good and safe condition
- exercise care in the selection and management of ***Employees***
- comply with all statutory obligations and regulations imposed by any authority.

In addition, ***You*** should take all reasonable care to prevent the sale or supply of goods which are defective in any way.

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Privacy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how ***We*** collect, use, share, transfer and store ***Your*** information. For ***Our*** full Privacy Policy please visit ***Our*** website **www.ageas.co.uk/privacy-policy** or contact ***Our*** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing **thedpo@ageas.co.uk**

Your agent will have their own uses for ***Your*** personal data, please ask ***Your*** agent if ***You*** would like more information about how they use ***Your*** personal information.

Collecting *Your* information
We collect a variety of personal information about ***You*** including ***Your*** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying ***Your*** computer). Where relevant, ***We*** also collect special categories of personal information (which was previously known as sensitive personal information) - such as details regarding ***Your*** health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using *Your* information
The main reason ***We*** collect ***Your*** personal and/or special categories of personal information is because ***We*** need it to provide ***You*** with the appropriate insurance quotation, policy and price as well as manage ***Your*** Policy such as handling a claim or issuing documentation to ***You***. ***Our*** assessment of ***Your*** insurance application may involve an automated decision to determine whether ***We*** are able to provide ***You*** with a quotation and/or the price. If ***You*** object to this being done, then ***We*** will not be able to provide ***You*** with insurance.

We will also use ***Your*** information where ***We*** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile ***You***); collecting information regarding ***Your*** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If ***You*** have given ***Us*** such information about someone else, ***You*** would have confirmed that ***You*** have their permission to do so.

Sharing *Your* information
We share ***Your*** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to ***Us*** or on ***Our*** behalf; fraud prevention and credit reference agencies and other companies, for example, when ***We*** are trialling their products and services which ***We*** think may improve ***Our*** service to ***You*** or ***Our*** business processes.

Unless required to by law, ***We*** would never share ***Your*** personal data without the appropriate care and necessary safeguards being in place.

Keeping *Your* information
We will only keep ***Your*** information for as long as is necessary in providing ***Our*** products and services to ***You*** and/or to fulfil ***Our*** legal and regulatory obligations. Please refer to ***Our*** full Privacy Policy for more information.

Use and storage of *Your* information overseas
Your information may be transferred to, stored and processed outside the European Economic Area (EEA). ***We*** will not transfer ***Your*** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or ***We*** have taken all reasonable steps to ensure the firm has suitable standards in place to protect ***Your*** information.

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Privacy Notice

***Your* rights**

You have a number of rights in relation to the information ***We*** hold about ***You***, these rights include but are not limited to: the right to a copy of ***Your*** personal information ***We*** hold; object to the use of ***Your*** personal information; withdraw any permission ***You*** have previously provided and complain to the Information Commissioner's Office at any time if ***You*** are not satisfied with ***Our*** use of ***Your*** information. For a full list of ***Your*** rights please refer to the full Privacy Policy.

Please note that there are times when ***We*** will not be able to delete ***Your*** information. This may be as a result of fulfilling ***Our*** legal and regulatory obligations or where there is a minimum, statutory, period of time for which ***We*** have to keep ***Your*** information. If ***We*** are unable to fulfil a request, ***We*** will always let ***You*** know ***Our*** reasons.

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Complaints Procedure

Should there ever be an occasion where ***You*** need to complain, ***We*** will sort this out as quickly and fairly as possible.

If ***Your*** complaint is about the way this Policy was sold to ***You***, please contact ***Your*** insurance adviser to report ***Your*** complaint.

If ***You*** have a complaint regarding ***Your*** claim, please telephone ***Us*** on the number shown in ***Your*** claims documentation.

Alternatively, for claims or any other type of complaint, ***You*** can also write to ***Us*** at the address shown below or email ***Us*** through ***Our*** website at **www.ageas.co.uk/make-a-complaint** (please include ***Your*** Policy number and claim number if appropriate).

Customer Services Advisor
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

We will try to resolve ***Your*** complaint by the end of the third working day. If ***We*** are unable to do this, ***We*** will write to ***You*** within five working days to either:

- tell ***You*** what ***We*** have done to resolve the problem; or
- acknowledge ***Your*** complaint and let ***You*** know when ***You*** can expect a full response.

We will also let ***You*** know who is dealing with the matter.

If ***We*** haven't been able to resolve ***Your*** complaint within eight weeks, or ***You*** are not satisfied with the resolution, ***You*** may be able to refer ***Your*** complaint to the Financial Ombudsman Service. If ***You*** receive either a summary resolution or a final response letter from ***Us*** and ***You*** want to contact the Financial Ombudsman Service, ***You*** will need to do this within six months from the date of ***Our*** final response.

You may refer ***Your*** complaint to the Financial Ombudsman Service if ***You*** are a:

- business with an annual turnover of less than EUR 2 million and fewer than 10 employees
- charity with an annual turnover of less than £1 million
- trustee of a trust with a net asset value of less than £1 million.

The Financial Ombudsman Service is an independent organisation and will review ***Your*** case. ***You*** can contact them on telephone number **0800 023 4567**. ***You*** can also write to them at the address below, however they will only consider ***Your*** complaint once ***You*** have tried to resolve it with ***Us***.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

More information can be found at **www.financial-ombudsman.org.uk**

Following the complaints procedure does not affect ***Your*** rights to take legal proceedings.

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Financial Services Compensation Scheme

In the event that ***We*** are unable to meet ***Our*** liabilities, ***You*** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of ***Your*** business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**.

Alternatively, more information can be found at www.fscs.org.uk.

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Making a Claim

If anything happens which may result in a claim being made:

Contact Marsh Limited on 0345 605 0994, quoting ***Your*** Policy number in full (including any letters before and after the numbers). Alternatively ***You*** can write to Marsh Limited, PO Box 605, Cardiff, CF11 1NX or email victor-hub@cl-uk.com.

Do

- Have details of ***Your*** Policy number ready when notifying ***Us***. ***You*** can find the Policy number on ***The Schedule***.
- Report any incidence of loss of money, theft or attempted theft or ***Damage*** by malicious persons to the police immediately. ***You*** should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
- Carry out temporary repairs to ***Your Property*** to prevent further loss. Please retain all invoices for work carried out.
- Notify ***Us*** of any claim or any incident which may lead to a claim as soon as possible. The sooner ***We*** are involved, the more opportunity ***We*** have to resolve the claim to ***Your*** satisfaction. ***You*** must notify ***Us*** within seven days if the incident relates to ***Damage*** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft.
- For incidents involving ***Damage*** to other people's ***Property*** or ***Bodily Injury*** to others; send Marsh Limited written details of the incident along with the names and addresses of any witnesses immediately. Marsh Limited will inform ***You*** of the action to be taken and where to send any additional information requested. Ensure that any letter, notice or other document received is unanswered and unacknowledged; immediately send it to the address Marsh Limited have advised.
- Ensure that ***You*** also send unanswered and unacknowledged any written claim, writ, summons or other documentation relating to a claim to the address provided by Marsh Limited and tell them of any pending prosecution, coroner's inquest or fatal accident inquiry. ***You*** must also provide full details of any verbal claims made against ***You***.
- Ensure that any ***Bodily Injury*** to an ***Employee*** is reported to ***Us*** regardless of whether a formal claim has been made against ***You***. ***We*** can then decide whether ***We*** need to investigate or provide advice to ***You***.

Don't

- Dispose of any evidence or damaged items - ***We*** may wish to see them.
- Delay sending in the claim form until ***You*** get the estimates - simply tell Marsh Limited on the form that they are being obtained, and send them to Marsh Limited when ***You*** have them.
- Admit or deny responsibility for any incident involving ***Injury*** to others or ***Damage*** to their ***Property***.

What we will need

If ***Your Property*** is lost, damaged or stolen, to consider the claim ***We*** will typically need:

- Proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence.
- Any available photographs, taken before and after the event, showing the ***Property*** would be useful.
- At least two estimates for the replacement of lost, damaged or stolen items or, if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the ***Damage***.

For some types of claim ***We*** may require the following:

- evidence of bona-fide subcontractors' own public liability insurance
- evidence of inspection and waste removal at ***The Premises***
- medical reports or similar evidence.

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Policy Definitions

Each time ***We*** use one of the words or phrases listed below, it will have the same meaning wherever it appears in ***Your*** Policy unless an alternative definition is stated to apply. A defined word or phrase will start with a capital letter, be *italicised* and be in bold type each time it appears in the Policy.

Each Section of this Policy contains definitions. They must be read in conjunction with the following Policy Definitions.

Asbestos
Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury
Bodily injury, death, illness, disease or nervous shock.

Buildings
Buildings including landlord's fixtures and fittings, outbuildings, extensions, forecourts, roads, pavements, car parks, driveways, swimming pools, terraces, patios, walls, gates, hedges, yards and annexes adjoining or communicating with the building to which this item relates and boundary walls, gates and fences at ***The Premises*** except where such property is more specifically insured.

Business Hours
Your normal working hours and any other period during which ***You*** or one of ***Your*** directors, principals or ***Employee***s, are on ***The Premises*** in connection with ***The Business***.

Compensation
Damages, including interest.

Computer and Electronic Equipment
All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing ***Data*** and/or similar devices, whether physically or remotely connected thereto.

Consequential Loss
Consequential or indirect loss (that is any loss, destruction, damage or additional expense, which happens as a result of, or is a side effect of, an insured event). This includes but is not limited to the following:
a) loss of revenue
b) loss of earnings
c) additional travel costs
d) loss assessor fees
e) the cost of preparing a claim
f) compensation for stress or inconvenience.

Contents
Tenants Improvements, Machinery, Plant and all other Contents belonging to ***You*** or held in trust for which ***You*** are responsible, at ***The Premises*** excluding
1. Landlord's fixtures and fittings
2. ***Stock*** and Materials in Trade
3. ***Computer and Electronic Equipment***
4. Property more specifically insured.

Costs and Expenses
1) Fees for ***The Policyholder***'s legal representation at
   a) any coroner's inquest or fatal accident inquiry
   b) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty

2) Costs and expenses incurred with ***Our*** written consent

3) Any claimant's legal costs for which ***The Policyholder*** is legally liable

in connection with any event which is or may be the subject of indemnity under this Policy.

Damage
Accidental loss or destruction of or damage to the ***Property Insured***.

Data
Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

Defined Contingency
Fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

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Policy Definitions

Denial of Service Attack
Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or ***Systems***. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other ***Systems***.

Employee
Any person who is
1. under a contract of service or apprenticeship with ***You***
2. borrowed by or hired to ***You***
3. a labour master or supplied by a labour master
4. employed by labour only sub-contractors
5. self employed
6. under a work experience or training scheme
7. a voluntary helper while working under ***Your*** control in connection with ***The Business***
8. an outworker or homeworker when engaged in work on ***Your*** behalf.

Excess/Excesses
The amount or amounts shown in ***Your*** Policy or on ***The Schedule*** which ***We*** will deduct from each and every claim at each separate location after all other terms and conditions have been applied.

Ground Heave
Upward movement of the ground beneath the ***Buildings*** as a result of the soil expanding.

Hacking
Unauthorised access to any ***System*** whether owned by ***You*** or not.

Intruder Alarm System
The component parts detailed in the Alarm Specification including the means of communication used to transmit signals.

Keyholder
You or any person or keyholding company authorised by ***You*** who must be available at all times to accept notification of faults or alarm signals relating to the ***Intruder Alarm System***, attend, and allow access to ***The Premises***.

Landslip
Downward movement of sloping ground.

Money
Current
1. coin, bank and currency notes
2. postal and money orders, bankers drafts, cheques and giro cheques
3. crossed warrants, bills or exchanges and securities for money
4. unused postage, revenue, national insurance and holiday with pay stamps
5. national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
6. credit company sales vouchers, debit card sales vouchers, travellers cheques, luncheon vouchers and trading stamps
7. VAT invoices
8. monetary balances held to ***Your*** credit by a financial institution.

Period of Insurance
From the effective date until the expiry date (both shown on ***The Schedule***) or any subsequent period for which ***We*** accept payment for renewal of this Policy.

Phishing
Any access or attempted access to ***Data*** made by means of misrepresentation or deception.

Pollution or Contamination
all pollution and/or contamination of buildings or other structures, or of water or land, or the atmosphere. For the purpose of this Policy the term Pollution and/or Contamination shall include (but not be limited to):

1. seepage of or pollution and/or contamination by anything, including but not limited to that which is designated by any governmental, public or regulatory body or authority as toxic, hazardous, dangerous or deleterious to persons, property, or the environment under any law, ordinance, regulation or decree;

2. the presence existence or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment;

Property Insured
Property insured as shown on ***The Schedule***.

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

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Policy Definitions

Responsible Person
You or any person authorised by ***You*** to be responsible for the security of ***The Premises***.

Settlement
Downward movement as a result of the soil being compressed by the weight of the ***Buildings***.

Stock
Stock and Materials in Trade belonging to ***You*** or held by ***You*** in trust or commission for which ***You*** are responsible.

Subsidence
Downward movement of the ground beneath the ***Buildings*** and its foundations other than by ***Settlement***.

System
Computer or other equipment or component or system or item which processes, stores, transmits or receives ***Data***.

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

Terrorism
Any act, including but not limited to the use of force or violence and/or the threat thereof, of any person of 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.

The Business
Activities directly connected with the business shown on ***The Schedule***.

The Premises
The ***Buildings*** and the land inside the boundaries at the risk address shown on ***The Schedule***.

The Schedule
The document attaching to this Policy that contains information forming the basis of this contract, and specifies details of ***The Policyholder***, the sections of cover, any ***Excess***/***Excesses*** and endorsements that are operative.

Unoccupied
Empty or not in use for 21 or more consecutive days.

Virus
Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, ***Systems***, ***Data*** or operations, whether involving self-replication or not including, but not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

We/Us/Our/The Insurer
Ageas Insurance Limited.

You/Your/The Policyholder
The persons, companies, partnerships or unincorporated associations named on ***The Schedule*** as **The Policyholder**.

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Asset Protection Section 1 – Property Damage

Cover

We will indemnify ***You*** in respect of ***Damage*** occurring during the ***Period of Insurance*** at ***The Premises***.

The maximum ***We*** will pay under this Section in any one ***Period of Insurance*** will not exceed

1. the Sum Insured on each item

   or

2. the Total Sum Insured

   or

3. any other maximum amount payable or limit of liability specified.

Exclusions

The following exclusions apply to the Asset Protection Section1 - Property Damage section of this Policy

(Also refer to the Policy Exclusions at the back of this Policy booklet).

We will not indemnify ***You*** in respect of

1. ***Damage*** caused by or consisting of

   (a) an existing or hidden defect

   (b) gradual deterioration or wear and tear

   (c) frost or change in the water table level

   (d) faulty design or faulty materials used in its construction

   (e) faulty workmanship, operating error or omission by ***You*** or any ***Employee***

   (f) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which ***You*** own or control

   g) the bursting of

      i) a boiler

      ii) other equipment

      not being used for domestic purposes where the internal pressure is due to steam only and belongs to ***You*** or is under ***Your*** control.

However ***We*** will indemnify ***You*** in respect of any subsequent ***Damage*** which results from a cause not otherwise excluded.

2. ***Damage*** caused by or consisting of
   a) (i) corrosion, rust or rot
      (ii) shrinkage, evaporation or loss of weight
      (iii) dampness or dryness
      (iv) scratching
      (v) vermin or insects
      (vi) mould or fungus
   b) change in
      (i) temperature
      (ii) colour
      (iii) flavour
      (iv) texture or finish
   c) nipple or joint leakage or failure of welds
   d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
   e) mechanical or electrical breakdown or derangement of the ***Property Insured***.

However, ***We*** will indemnify ***You*** in respect of
(i) such ***Damage*** which itself results from other accidental ***Damage*** and is not otherwise excluded
(ii) any subsequent ***Damage*** which itself results from a cause not otherwise excluded.

3. ***Damage*** caused by ***Pollution or Contamination***.

   However, ***We*** will indemnify ***You*** in respect of ***Damage***, not otherwise excluded, to the ***Property Insured*** caused by

   a) ***Pollution or Contamination*** which results from ***Damage***

   b) ***Damage*** which results from ***Pollution or Contamination***.

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Asset Protection Section 1 – Property Damage

4. ***Damage*** caused by or consisting of
   a) ***Subsidence***, ***Ground Heave*** or ***Landslip*** unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
   b) ***Settlement*** of new structures
   c) acts of fraud or dishonesty
   d) (i) disappearance
      (ii) unexplained or inventory shortage
      (iii) misfiling, misplacing of information or clerical error
   e) theft or attempted theft not involving
      (i) entry to or exit from the ***Buildings*** by forcible and violent means
      (ii) violence or threat of violence to ***You***, ***Your*** partners, directors or ***Employees***
   f) theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.

5. ***Damage*** to a structure caused by its own collapse or cracking.

However, ***We*** will indemnify ***You*** in respect of such ***Damage*** if it is not otherwise excluded.

6. ***Damage*** to
   a) gates
   b) fences
   c) moveable property in the open by
      (i) wind
      (ii) rain, hail, sleet or snow
      (iii) flood
      (iv) dust.

7. a) ***Damage*** by fire resulting from its undergoing any process involving the application of heat

   b) ***Damage*** to that portion of any item caused by its own self ignition, leakage of electricity, short circuiting, or overrunning

   c) ***Damage*** resulting from its undergoing any process of
      (i) production or packaging
      (ii) treatment, testing or commissioning
      (iii) servicing or repair.

However, ***We*** will indemnify ***You*** in respect of such ***Damage*** if it is caused by fire or explosion.

8. ***Damage*** while any ***Building*** is ***Unoccupied*** or disused caused by
   a) escape of water from any tank, apparatus or pipe
   b) malicious persons.
   c) theft or attempted theft

However, ***We*** will indemnify ***You*** in respect of such ***Damage*** if it is caused by fire or explosion and is not otherwise excluded.

9. ***Damage*** in respect of
   a) glass not being fixed glass forming part of the structure of the ***Building***
   b) china, earthenware, marble or other fragile objects (not including ***Stock*** in trade).

However, ***We*** will indemnify ***You*** in respect of such ***Damage*** if it is not otherwise excluded.

10. ***Damage*** in respect of
    a) vehicles licensed for road use including accessories on or attached to them
    b) caravans or trailers
    c) railway locomotives or rolling stock
    d) watercraft or aircraft
    e) property in the course of construction including materials for use in the construction industry
    f) land, roads or pavements, piers, jetties, bridges, culverts or excavations
    g) livestock
    h) growing crops or trees.

11. ***Damage***
    a) insured by any marine policy

    b) which would be insured under any marine Policy if ***Your*** Policy with ***Us*** did not exist.

However, ***We*** will indemnify ***You*** in respect of ***Damage*** not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

12. ***Damage*** more specifically insured by ***You*** or on ***Your*** behalf.

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13. ***Consequential Loss***

However, ***We*** will indemnify ***You*** in respect of Loss of Rent when this cover is shown on ***The Schedule*** and the ***Damage*** is not otherwise excluded.

14. any loss, destruction or damage directly or indirectly caused by, contributed to by or arising from:
    a) ***Terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
    b) any action taken in controlling, preventing, suppressing or in any way relating to ***Terrorism***.

In any action, suit or other proceedings, where ***We*** allege that by reason of the provisions of this exclusion any loss, destruction or damage is not covered under this Section, the burden of proving that such loss, destruction or damage is covered under this Section will be upon ***You***.

15. the ***Excess*** as shown on ***The Schedule***

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this Policy booklet).

1. Fire Extinguishing Appliances

If in relation to any claim for ***Damage*** caused by or resulting from fire, ***You*** have failed to fulfil the following condition, ***You*** will lose ***Your*** right to indemnity or payment for that claim. ***You*** must maintain all fire extinguishing appliances on ***The Premises***, so far as ***Your*** responsibility extends, in proper working order.

2. Minimum Security Condition

If in relation to any claim for ***Damage*** as insured by this Section ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must ensure that

1) Final exit doors are secured as follows

   a) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate.

   b) aluminium or UPVC framed doors – a cylinder operated mortice deadlock or a deadlocking multi-point system

   c) all other external doors and internal doors giving access to any part of the ***Buildings*** not occupied by ***You*** be fitted with either

      i) any of the locking arrangements as specified in 1(a) or 1(b) above in accordance with the construction of the door frame, or
      ii) two key operated bolts for doors, one fitted approximately 30cm from the top of the door and the other 30cm from the bottom

   d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom.

   When ***The Premises*** are closed for business all locks fitted to final exit doors must be put into effect.

2) All other external doors and internal doors leading to common areas or other premises, are secured:

   a) by the means set out in 1),

   or

   b) by key operated security bolts fitted top and bottom.

   c) All opening windows or roof lights accessible from the ground or via roofs, pipe

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work or other structures are secured by key operated locking devices or screwed permanently shut.

4) Any security measures stipulated or agreed by ***Us*** in writing are in active operation.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

Clauses

All of the following clauses apply to the Asset Protection Section 1 - Property Damage Section of this Policy

1. All Other *Contents*

This term includes

1) documents, manuscripts and business books

2) computer systems records

3) patterns, models, moulds, plans and designs

but only for

a) the value of the materials

b) the cost of labour and computer time spent in reproducing them.

The maximum ***We*** will pay in respect of computer systems records is £10,000.

We will not pay for

(i) expenses in connection with producing information to be recorded

(ii) the value to ***You*** of any information lost.

4) pedal cycles, tools and other personal items belonging to ***You***, ***Your*** directors, ***Employee***s, customers or visitors but only if they are not otherwise insured.

The maximum ***We*** will pay for any one person's property is £1,000.

5) rare books or works of art but the maximum ***We*** will pay in respect of any one article is £1,000 and £10,000 in total for any one claim.

2. Automatic Reinstatement of Sum Insured

The Sums Insured shown on ***The Schedule***, will not be reduced by the amount of any claim unless ***We*** or ***You*** give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

3. Basis of Claim Settlement - Reinstatement

In the event of ***Damage*** the basis upon which ***We*** will calculate the amount ***We*** will pay for any claim will be the reinstatement of the ***Property Insured*** lost, destroyed or damaged, subject to the following conditions

1) If ***Property Insured*** under any ***Buildings***, Blocks of Flats, Furniture, Machinery or Tenants Improvements Item shown on ***The Schedule***, other than pedal cycles, personal items, rent or motor vehicle if insured, is lost or destroyed, ***We*** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such ***Property Insured*** is damaged, ***We*** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, we will not pay more than ***We*** would have done if the property had been completely destroyed.

2) The ***Property Insured*** may be replaced on another site and in a manner suitable to ***Your*** needs, but this must not increase ***Our*** liability.

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3) All work must begin and be carried out as quickly as possible.

4) ***We*** will not pay under this Clause until ***You*** have incurred the cost of replacing or repairing the ***Property Insured***

5) ***We*** will indemnify ***You*** in respect of Loss of Rent as insured under this Section resulting from ***Damage*** to the ***Buildings*** for which rent is payable rendering it uninhabitable.

The maximum amount that ***We*** will pay ***You*** under this clause will be the proportion of the Sum Insured which equals but does not exceed the proportion of the period of rent insured necessary to make the building fit for occupation.

4. Capital Additions

We will indemnify ***You*** in respect of ***Damage*** to

1) newly built and/or newly acquired ***Buildings*** and/or machinery

2) alterations, additions and improvements to ***Buildings*** and/or machinery, but not in respect of any appreciation in value.

Situated anywhere in the ***Territorial Limits***.

The maximum ***We*** will pay in respect of any one location, under this Clause is

a) 10% of the total ***Buildings*** and ***Contents*** Sum Insured by this Section
or
b) £500,000
whichever is lower.

You must provide ***Us*** with details of these works as soon as possible, but at least within six months and specifically insure such extensions with ***Us***, from the date ***Our*** liability commenced.

5. Change of Occupancy

You must tell ***Us*** immediately if

1) any ***Building*** shown on ***The Schedule*** becomes ***Unoccupied*** or disused

2) any ***Unoccupied*** or disused ***Building*** shown on ***The Schedule***, or any part of it becomes occupied.

6. Construction Heating and Occupation of the Buildings

Unless otherwise shown on ***The Schedule*** the ***Buildings*** are

1) constructed of brick, stone or concrete

2) roofed with slates, tiles, concrete, metal or asbestos

3) heated by

(i) low pressure hot water or steam
(ii) oil fired space heaters fed from a fuel tank in the open
(iii) overhead gas or electrical appliances
(iv) gas or electric fires in offices only

4) occupied by ***You*** for the sole purpose of ***The Business*** and otherwise only as a private dwelling.

7. Contract Sale Price

If goods sold but not delivered, for which ***You*** are responsible, suffer ***Damage*** insured by this Section and because of this, the contract of sale is cancelled under the conditions of sale, ***Our*** liability will be on the basis of the contract price for the goods which have suffered ***Damage***.

8. Customers Goods

The ***Stock*** Item as shown on ***The Schedule*** extend to include

1) customers goods

2) goods for which ***Your*** customers are legally responsible, while these goods are temporarily in ***Your*** custody or control and for which ***You*** have accepted

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responsibility but only to the extent they are not more specifically insured.

9. Debris Removal

Unless separately insured under this Section, the Sum Insured for each Item, other than Loss of Rent if insured, includes costs and expenses ***You*** incur, with ***Our*** consent, for

1) removal of debris

2) dismantling or demolishing

3) shoring up or propping

of the parts of the property which have suffered ***Damage*** insured under this Section.

We will not indemnify ***You*** in respect of costs and expenses

a) incurred in removing debris from anywhere other than the site of the ***Damage*** and the area immediately adjacent to it

b) arising from ***Pollution or Contamination*** of property not insured by this Section

c) more specifically insured.

The maximum ***We*** will pay for debris removal in respect of ***Stock*** is £50,000.

10. Description of Property

In determining the Item under which property is insured, ***We*** will accept the description given in ***Your*** business records.

11. Drains

The Sum Insured for each ***Buildings*** and ***Contents*** Item extends to include an amount incurred by ***You***, and which ***We*** agree to for cleaning and/or clearing and/or repairing of

1) drains

2) sewers

3) gutters

for which ***You*** are responsible, following ***Damage*** insured by this Section.

12. European Union and Public Authorities

Following ***Damage*** insured by this Section to any Item of ***Buildings***, Machinery or Tenants Improvements as shown on ***The Schedule***, ***We*** will pay the additional costs of reinstating the ***Property Insured*** necessary to comply with any

1) European Union Legislation

2) Act of Parliament

3) Bye-Laws of any Public Authority.

We will not indemnify ***You*** in respect of

a) costs incurred

(i) in respect of ***Damage*** not insured by this Section

(ii) where notice was served on ***You*** before the ***Damage*** occurred

(iii) where an existing requirement must be completed within a stipulated period

(iv) in respect of property or parts of the property other than the foundations (unless foundations are specifically excluded) which have not suffered ***Damage***.

b) any charge or assessment arising from capital appreciation following compliance with any Legislation or Bye-Law.

The reinstatement of the ***Property Insured***

1) must begin and be carried out as quickly as possible

2) may be carried out on another site and in a manner suitable to ***Your*** needs but this must not increase ***Our*** liability.

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If ***Our*** liability under this Section is reduced by the application of any terms or conditions of this Policy, ***Our*** liability under this Clause will similarly be reduced.

The maximum ***We*** will pay in total under this Clause and this Section in respect of any one item is the Item Sum Insured.

13. Exhibitions

We will indemnify ***You*** in respect of ***Damage*** to ***Contents*** and/or ***Stock*** whilst at exhibitions that do not exceed seven days duration anywhere in Europe including whilst in transit thereto and therefrom.

The maximum ***We*** will pay is £25,000 for any one occurrence.

We will not indemnify ***You*** in respect of theft from any unattended vehicles

14. Fire Brigade *Damage*

We will indemnify ***You*** in respect of costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds following ***Damage*** caused by Fire Brigade equipment or personnel in the course of combating or reducing ***Damage*** covered by this section of this Policy.

The maximum ***We*** will pay in respect of any one claim is £25,000.

15. Fire Extinguishing Expenses

We will indemnify ***You*** in respect of costs and expenses incurred in refilling, recharging or replacing any

1) portable fire extinguishing appliances

2) local fire suppression system

3) fixed fire suppression system

4) sprinkler installation

5) sprinkler heads

as a result of ***Damage*** as insured by this Section.

We will not indemnify ***You*** in respect of any costs and expenses recoverable from the maintenance company or fire service.

If in relation to any claim ***You*** have failed to fulfil the following condition, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must maintain all such equipment in accordance with the manufacturer's instruction under contract with a company which is acceptable to ***Us***.

The maximum ***We*** will pay in respect of any one claim is £25,000.

16. Loss of Metered Water

We will pay for charges for which ***You*** are responsible, if water is accidentally discharged from a metered water system providing service to ***The Premises***.

We will not indemnify ***You*** in respect of

a) ***Damage*** whilst ***The Premises*** are ***Unoccupied*** or disused
and
b) where the ***Damage*** remains undiscovered for 120 days or more.

The maximum ***We*** will pay in respect of any one claim is £25,000.

17. Moulds Tools and Dyes

The insurance by this Section extends to include moulds, tools and dyes belonging to ***You*** or for which ***You*** are responsible whilst at ***The Premises*** or any premises not in ***Your*** occupation and whilst in transit thereto and therefrom by road, rail or inland waterway in the ***Territorial Limits***.

The maximum ***We*** will pay in respect of any one claim is £100,000 unless otherwise shown on ***The Schedule***.

18. Non-invalidation

The insurance by this Section will not be invalidated by any

1) act

or

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2) omission

or

3) alteration

either unknown to ***You*** or beyond ***Your*** control which increases the risk of ***Damage***.

However, ***You*** must

a) notify ***Us*** immediately ***You*** become aware of any such act, omission or alteration

and

b) pay any additional premium required.

19. Professional Fees

The Sum Insured for each Item, excluding ***Stock*** and Materials in Trade, includes an amount for professional fees necessarily incurred in reinstating or repairing the ***Property Insured***, following ***Damage*** insured by this Section.

We will not indemnify ***You*** in respect of fees

1) more specifically insured

2) incurred in making a claim.

20. Services

Each ***Buildings*** Item, as shown on ***The Schedule*** includes service meters, pipes, cables and instruments which ***You*** own or for which ***You*** are responsible, associated to ***The Premises***, while

a) in adjoining yards

b) on roadways

c) underground

21. Subrogation Waiver

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

1) any company whose relationship to ***You*** is either a parent to subsidiary or subsidiary to parent

2) any company which is a subsidiary of a parent company of which ***You*** are a subsidiary

as defined in, or within the meaning of the relevant Companies Act or Companies (Northern Ireland) Order, current at the time of the ***Damage***.

22. Temporary Removal for Cleaning or Renovation

We will indemnify ***You*** in respect of ***Damage*** insured by this Section other than to ***Stock*** and Materials in Trade, while temporarily removed for cleaning, renovation or repair or similar purposes

1) to another part of ***The Premises***

2) to any other premises in the ***Territorial Limits*** including whilst in transit by road, rail or inland waterway.

The maximum ***We*** will pay is 25% of the ***Contents*** Sum Insured

We will not indemnify ***You*** in respect of

a) property insured elsewhere

b) ***Damage*** occurring elsewhere than at ***The Premises*** to motor vehicles or motor chassis licensed for normal road use

c) property removed for more than 90 consecutive days unless ***We*** agree a longer period in writing.

23. Temporary Removal – Documents and Computer Systems Records

Where any item under this Section includes documents and computer systems records.

We will indemnify ***You*** in respect of ***Damage*** insured by this Section to such property while

1) temporarily removed to any premises not occupied by ***You***

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2) in transit by road, rail or inland waterway in the ***Territorial Limits***.

The maximum ***We*** will pay is 10% of the Sum Insured.

24. Theft *Damage* to *Buildings*

We will indemnify ***You*** in respect of ***Damage*** to ***Buildings*** at ***The Premises***, for which ***You*** are responsible by

1) theft or attempted theft involving entry to or exit from the ***Buildings*** by forcible and violent means

or

2) theft involving violence or threat of violence to ***You***, ***Your*** partners, directors or ***Employee***s.

We will not indemnify ***You*** in respect of

a) ***Damage***

(i) caused to any property other than ***Buildings***

(ii) caused by any person lawfully in the ***Buildings***

(iii) while the ***Building*** is ***Unoccupied*** or disused

(iv) more specifically insured

b) the ***Excess*** as shown on ***The Schedule***.

25. Trace and Access

We will pay costs and expenses incurred with ***Our*** Consent

1) in locating the actual source of ***Damage***

and

2) any repairs directly arising from 1)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such ***Damage*** is insured by this Section.

We will not indemnify ***You*** in respect of costs or expenses incurred where ***Damage*** results solely from a change in the water table level.

The maximum ***We*** will pay is £25,000 in any one ***Period of Insurance***.

26. Trade Samples

We will indemnify ***You*** in respect of ***Damage*** to trade samples whilst anywhere in Europe including whilst in transit thereto and therefrom. The maximum ***We*** will pay in respect of any one claim is £25,000.

27. Transfer of Interest

If at the time of ***Damage*** to a ***Building*** insured under this Section ***You*** have entered into a contract to sell ***Your*** interest in it but

1) the contract has not yet been completed

and

2) the ***Building*** has not yet been insured by or on behalf of the purchaser

and

3) the purchase is subsequently completed.

We will indemnify the purchaser to the extent that this Section insures that ***Building***.

This will not affect either ***Your*** or ***Our*** rights and liabilities up to the date of completion of the purchase.

28. Workmen

Repairs and minor structural alterations may be carried out at ***The Premises*** without prejudicing the Cover.

29. Spontaneous Heating or Combustion

We will indemnify ***You*** in respect of ***Damage*** to coal and wood blocks caused by their own spontaneous heating or combustion.

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30. Machinery Re-Erection Costs

The Sum Insured for each ***Contents*** and Plant Item extends to include the cost of re-erecting machinery following ***Damage*** insured by this Section.

31. Theft of Keys

We will indemnify ***You*** for the cost of replacing locks and keys to the ***Buildings***, intruder alarm systems, safes, strongrooms or tills up to £1,000 any one ***Period of Insurance*** provided that:

1) the original keys were stolen from the ***Buildings*** or the private residence of ***You*** or any authorised ***Employee***

2) keys are not left in the ***Buildings***, other than any private residential portion of the ***Buildings***, when closed for business nor in an unattended room during ***Business Hours*** unless locked in a safe, cupboard or drawer

Additional Clause

The following Additional Clauses only apply to the Property Damage Section if shown on ***The Schedule***.

A Day One

For each Item of ***Property Insured*** to which this clause applies (as shown on ***The Schedule***).

1) The first and annual premiums are based upon the Declared Value as shown on ***The Schedule***.

   Declared Value shall mean ***Your*** assessment of the cost of reinstatement of the ***Property Insured*** arrived at in accordance with paragraph (1) of the Basis of Claim Settlement – Reinstatement Clause at the level of costs applying at the start of the ***Period of Insurance*** (ignoring inflationary factors which may operate subsequently) together with an allowance for

   a) the additional cost as detailed in Clause 12 of this Section to comply with

      i) European Union Legislation

      ii) Act of Parliament

      iii) Bye-Laws of any Public Authority

   b) professional fees

   c) debris removal costs.

   The Declared Value incorporated in each Item is shown on ***The Schedule***.

2) ***You*** must notify ***Us*** of the Declared Value at the start of each ***Period of Insurance***.

   If ***You*** fail to notify ***Us*** of the Declared Value at the start of any ***Period of Insurance***, ***We*** will use the last Declared Value notified to ***Us*** for the following ***Period of Insurance***.

3) The maximum ***We*** will pay in respect of each separate location subject to this Clause is as shown on ***The Schedule***.

B Metal Workers

The insurance on each ***Stock*** Item, extends to apply to the premises of

1) machine makers
2) engineers
3) founders
4) metal workers
5) customers
6) agents
7) sub-contractors

and also while in transit to and from any of the above premises by road, rail or inland waterway anywhere in the ***Territorial Limits***.

You must pay any additional premium required.

> ***We*** will not indemnify ***You*** under this Clause in respect of any ***Stock*** in any portion of premises occupied by ***You***.

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The maximum ***We*** will pay ***You*** in respect of this Clause and any one location is shown on ***The Schedule***.

C Interested Parties (Specified)

In the event of ***Damage*** as insured by this Section interested parties, as shown on ***The Schedule***, must declare the nature and extent of their interest.

D Intruder Alarm System

If in relation to any claim for ***Damage*** caused by theft or attempted theft ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

While ***The Premises*** are unattended ***You*** must ensure that

1) ***The Premises*** are protected by an ***Intruder Alarm System*** and means of communication used to transmit signals from such an ***Intruder Alarm System*** designed, installed and maintained as agreed by ***Us***.

2) the ***Protected Premises*** must not be left without at least one ***Responsible Person*** in attendance

   i) unless the ***Intruder Alarm System*** is set in its entirety with all means of communication used to transmit signals in full operation
   ii) if the police have withdrawn their response to alarm calls

   unless ***We*** agree otherwise.

3) In the event of notification of any activation of the ***Intruder Alarm System*** or interruption of any of the means of communication during any period that the ***Intruder Alarm System*** is set, a ***Keyholder*** shall attend ***The Premises*** as soon as reasonably possible, in order to confirm the security of ***The Premises*** and reset the ***Intruder Alarm System*** in its entirety. If the ***Intruder Alarm System*** cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a ***Keyholder*** must remain at ***The Premises*** unless ***We*** agree otherwise in writing.

4) ***You*** shall advise ***Us*** as soon as possible, and in any event not later than 10:00am on ***Our*** next working day,

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

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

   iii) that the ***Intruder Alarm System*** and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order

   and ***You*** must comply with any of ***Our*** subsequent requirements.

5) No alteration or substitution of

   i) any part of the ***Intruder Alarm System***

   ii) the structure of ***The Premises*** or changes to the layout of ***The Premises*** which would affect the effectiveness of the ***Intruder Alarm System***

   iii) the means of communication used to transmit signals from the ***Intruder Alarm System***

   iv) the procedures agreed with ***Us*** for police or any other response to any activation of the ***Intruder Alarm System***

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v) the maintenance contract

shall be made without ***Our*** written agreement.

6) ***You*** and each ***Keyholder*** must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the ***Intruder Alarm System***. All keys and other setting/unsetting devices for the ***Intruder Alarm System*** must be removed from ***The Premises*** when they are left unattended.

7) The ***Intruder Alarm System*** shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with a UKAS accredited installer.

8) ***You*** must appoint at least two ***Keyholders*** and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the ***Intruder Alarm System*** and with the police if they so require.

E Automatic Fire Alarm

If in relation to any claim for ***Damage*** caused by fire ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must

1) notify ***Us*** immediately

a) if the automatic fire alarm is removed or permanently out of use

b) of disconnections or failures of the system or parts of it that are likely to leave areas unprotected for 12 hours or more

c) of any problems found as a result of maintenance.

2) a) keep in force a contract with a company acceptable to ***Us*** to service and maintain the system in proper working order

b) carry out all inspections and maintenance in accordance with ***Our*** Recommendations for Automatic Fire Alarm Installations.

F Automatic Sprinkler Systems – Parts A, B and C

If in relation to any claim for ***Damage*** caused by fire ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

Part A

You must

1) give ***Us*** advance notice, in writing, if any part of the system is to be altered, repaired or rendered inoperative.

2) tell ***Us*** immediately by telephone or facsimile in the event of any emergency and take precautions as advised by ***Us***.

3) allow ***Us*** to have access to ***The Premises*** at all time to inspect or witness the testing of the system.

Part B

You must carry out

1) the following tests, checks or inspections at weekly intervals and promptly rectify any defects, faults or shortcomings revealed by such tests, checks and inspections

a) a test of each installation alarm gong, recording the time taken for the alarm to sound

b) an inspection to ensure that all

i) installation main stop valves

ii) incoming water supply stop valves

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iii) subsidiary stop valves

are fully opened and secured by means of a suitable strap and padlock.

2) a test to establish the condition of

a) the circuit between the alarm switch and the control unit

b) the connection with the

i) public fire station

ii) alarm receiving centre

or

iii) public fire brigade control

Where the circuit is not continuously monitored these tests must be carried out each working day.

c) the batteries.

3) a check of an alternate or dry installation valves for correct air pressure and settings, including

a) accelerators

b) exhausters

c) air compressors

d) ancillary valves

4) a test of the automatic and where provision has been made, the manual starting of the sprinkler water supply pump(s) ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 30 minutes.

5) a check of the electrically driven pump(s) to ensure that all

a) isolators are correctly set

b) circuit breakers are correctly set

c) electrical supply phase indicators are illuminated.

6) a check of all the diesel driven pump(s)

a) engine oil level

b) fuel tank content

c) internal coolant circuits

d) battery electrolyte level

e) battery charger

f) oil hoses

g) water hoses

h) oil coolers

i) exhaust systems

j) turbo chargers

k) drive belt tensions

Where replenishment or rectification is required this shall be carried out immediately on conclusion of the tests.

7) a) a check of the

i) air pressure tank water level

ii) air pressure

b) a test of the air and water charging equipment.

8) a check

a) of the water storage tank(s) water level

b) of the automatic refilling mechanism

c) that incoming supply valves are correctly set

d) that incoming supply valves are functional and that any frost precautions are in operation.

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Part C

You must display prominently at each sprinklered storage area a notice of the terms agreed with ***Us*** which specifies

1) the description of goods which may be stored

2) the type of storage

3) the maximum height of storage

4) the minimum permitted clearance between goods stored and the sprinkler deflectors

and comply with the terms of the notice.

G Hire Agreement

If the ***Property Insured*** is the subject of hire agreements, ***We*** will include the interest of the owners in any indemnity provided by this Section.

You must provide the name of any other interested party in the event of a claim.

H Machinery Re-Erection Costs

The Sum Insured for each ***Contents*** Item extends to include the cost of re-erecting machinery following ***Damage*** insured by this Section.

I Change in Temperature

The insurance in respect of each ***Building***, ***Contents*** and ***Stock*** Item shown on ***The Schedule*** extends to include ***Damage*** caused by change in temperature, resulting from total or partial destruction or disablement or refrigerating, electrical or conditioning plant or apparatus unless otherwise excluded by this Policy

J Temporary Removal

We will indemnify ***You*** in respect of ***Damage*** insured under this Clause whilst ***Property Insured*** is temporarily removed including whilst in transit to and from anywhere in the ***Territorial Limits.***

The maximum ***We*** will pay is 15% of the Item Sum Insured.

We will not indemnify ***You*** in respect of

a) ***Property Insured*** removed for sale or exhibition

b) ***Property Insured*** kept in storage.

K European Union and Public Authorities – Undamaged Property

The European Union and Public Authorities clause (12.) contained in the Clauses is cancelled and replaced by the following Clause

European Union and Public Authorities including Undamaged Property

Following ***Damage*** insured by this Section to any ***Buildings***, Machinery or Tenants Improvements Item as shown on ***The Schedule***, ***We*** will pay the additional cost of reinstating the ***Property Insured*** including any undamaged portions necessary to comply with any

1) European Union Legislation

2) Act of Parliament

3) Bye-Laws of any Public Authority.

We will not indemnify ***You*** in respect of

a) costs incurred

i) in respect of ***Damage*** not insured by this Section

ii) where notice was served upon ***You*** before the ***Damage*** occurred

iii) where an existing requirement must be completed within a stipulated period

iv) in respect of any building or ***Contents*** which have not suffered ***Damage*** insured by this Section

b) any charge or assessment arising from capital appreciation following compliance with any Legislation or Bye-Law.

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The reinstatement of the ***Property Insured***

a) must begin and be carried out as quickly as possible

b) may be carried out on another site and in a manner suitable to ***Your*** needs but this must not increase ***Our*** liability.

If ***Our*** liability under this Section is reduced by the application of any terms or conditions of this Policy, ***Our*** liability under this clause will similarly be reduced.

The maximum ***We*** will pay in total under this Clause and this Section in respect of

a) ***Property Insured*** which has suffered ***Damage*** is the Sum Insured

b) undamaged portions of ***Property Insured*** other than foundations is 15% of the amount ***We*** would have been liable to pay if the ***Property Insured*** by the item at ***The Premises*** where ***Damage*** occurred had been completely destroyed.

L European Union and Public Authorities – Undamaged Property and Sprinklers

The European Union and Public Authorities clause (12.) contained in the Clauses is cancelled and replaced by the following clause

European Union and Public Authorities including Undamaged Property and Sprinklers

Following ***Damage*** insured by this Section to any ***Buildings***, Machinery or Tenants Improvements Item as shown on ***The Schedule***, ***We*** will pay

1) the additional cost of reinstating the ***Property Insured*** including any undamaged portions necessary to comply with any

   a) European Union Legislation

   b) Act of Parliament

   c) Bye-Laws of any Public Authority.

2) Where ***We*** require ***You*** to comply with current LPC Rules for Automatic Sprinkler Installations, the additional cost of reinstating water supply equipment which

   a) conformed to previous LPC Rules

   b) conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

We will not indemnify ***You*** in respect of

a) costs incurred

   i) in respect of ***Damage*** not insured by this Section

   ii) where notice was served upon ***You*** before the ***Damage*** occurred

   iii) where an existing requirement must be completed within a stipulated period

   iv) in respect of any ***Buildings*** or ***Contents*** which have not suffered ***Damage*** insured by this Section

b) any charge or assessment arising from capital appreciation following compliance with legislation.

The reinstatement of the ***Property Insured***

a) must begin and be carried out as quickly as possible

b) may be carried out on another site and in a manner suitable to ***Your*** needs but this must not increase ***Our*** liability.

If ***Our*** liability under this Section is reduced by the application of any terms or conditions of this Policy, ***Our*** liability under this Clause will be similarly reduced.

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The maximum ***We*** will pay in total under this Clause and this Section in respect of

a) ***Property Insured*** which has suffered ***Damage*** is the Sum Insured

b) undamaged portions of ***Property Insured*** other than foundations but including water supply equipment is 15% of the amount ***We*** would have been liable to pay if the ***Property Insured*** by the item at ***The Premises*** where ***Damage*** occurred had been completed destroyed.

Additional Contingencies

This Section extends to include the following Additional Contingencies, only if shown on ***The Schedule***.

A Subsidence

We will indemnify ***You*** in respect of ***Damage*** at ***The Premises*** caused by ***Subsidence*** or ***Ground Heave*** of the site of the ***Property Insured*** or ***Landslip***.

We will only indemnify ***You*** in respect of ***Damage*** to forecourts, roads, pavements, car parks, driveways, footpaths, swimming pools, terraces or patios, walls, gates, hedges, fences or yards if ***Damage*** also occurs to the structure of any ***Building*** to which such property applies and that ***Building*** is insured by this section

We will not indemnify ***You*** in respect of

1) ***Damage*** caused by

   a) collapse, cracking, shrinking or ***Settlement*** of any building

   b) coastal or river erosion

   c) defective design or inadequate construction of foundations

   d) demolition, structural alteration or repair

   e) ***Settlement*** or movement of made up ground.

2) ***Damage*** as a result of movement of solid floor slabs.

However, ***We*** will indemnify ***You*** in respect of ***Damage*** not otherwise excluded if there is ***Damage*** to the foundations beneath the exterior walls of ***The Premises*** at the same time.

3) the ***Excess*** shown on ***The Schedule***.

B Underground Services

Where ***We*** provide indemnity in respect of ***Your Buildings***, or ***You*** are liable as tenant, ***We*** will indemnify ***You*** in respect of ***Damage*** to underground

a) pipes

b) cables

which extend from the ***Buildings*** to the public mains

We will not indemnify ***You*** in respect of

1) the cost of maintenance

2) any other exclusions stated in this Section

3) the ***Excess*** shown on ***The Schedule***

C Glass

We will indemnify ***You*** in respect of

1) accidental breakage (including the cost of boarding up) of fixed glass at ***The Premises***

2) a) ***Damage*** at ***The Premises*** to

   i) Contents of display windows

   ii) window and door frames

   b) the cost of removing and reinstating obstructions to replacing glass

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c) the cost of replacing alarm foil, lettering, painting, embossing, silvering, or other ornamental work on glass

occurring during the ***Period of Insurance***.

The maximum that ***We*** will pay in respect of item 2a), b) and c) is £10,000 unless otherwise shown on ***The Schedule*** in respect of the total of all losses during any one ***Period of Insurance***.

3) breakage of fixed sanitaryware at ***The Premises***.

We will not indemnify ***You*** in respect of

1) ***Damage*** to glass in
   a) light fittings
   b) signs
   c) ***Stock***
   d) vehicles
   e) vending machines
2) ***Damage*** to glass caused by
   a) scratching
   b) gradual deterioration or wear and tear
   c) change in colour or finish
3) breakage of glass
   a) while ***The Premises*** are ***Unoccupied*** or disused
   b) in transit or while being fitted
   c) by workmen carrying out alterations or repairs to ***The Premises***
4) the ***Excess*** shown on ***The Schedule***.
5) breakage of cracked or scratched glass or glass that was in any way defective at the time cover was effected.

Additional Conditions

The following additional conditions only apply to the Property Damage Section if the letter set against them is shown on ***The Schedule***.

(Also refer to the Conditions contained in these Sections and the Policy Conditions at the back of this Policy booklet).

A Waste – Storage and Weekly Removal

If in relation to any claim ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must

a) sweep up all combustible trade waste, sawdust, wood shavings and all other refuse every day

b) keep all such waste and refuse in bags or bins and remove it from the ***Buildings*** at least once a week.

B Waste – Nightly Removal

If in relation to any claim ***You*** have failed to fulfil any following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must

a) sweep up all combustible trade waste, sawdust, wood shavings and all other refuse every day

b) remove all such waste and other refuse from the ***Buildings*** every night.

C Waste Storage

If in relation to any claim ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must keep all oily and/or greasy waste and used cleaning cloths and all other combustible trade waste which remain in the ***Buildings*** outside of working hours in metal receptacles with metal lids.

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D Firebreak Doors & Shutters

If in relation to any claim ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must

a) close all firebreak doors and shutters outside of ***Business Hours***

b) keep all firebreak doors and shutters in efficient working order.

E Portable Space Heaters

If in relation to any claim ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must

a) not place portable space heaters
   i) where they are liable to be overturned or suffer mechanical damage
   ii) where flammable atmospheres exist
   iii) on combustible surfaces

b) keep portable space heaters clear of combustible materials

c) maintain a clear space of at least one metre around the portable space heater by using a non-combustible guard.

F Premises Inspection

If in relation to any claim ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must

a) examine the ***Building*** for any smoking/smouldering materials at the close of each working day

b) place any smoking/smouldering materials found in non-combustible lidded receptacles

c) remove the contents of such receptacles daily from the ***Building***

d) maintain and retain a daily log of examinations

e) carry out a weekly management check of the daily log of examinations.

G *Unoccupied* Premises – Non Sprinklered

If in relation to any claim for ***Damage*** in respect of any ***Unoccupied*** or disused ***Buildings***, ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must

a) carry out internal and external inspections of the ***Buildings*** at least every 7 days
   i) maintain a weekly log of such inspections
   ii) as soon as possible, repair or arrange to be repaired, any defects found
   iii) carry out a monthly management check of the weekly inspections log

b) remove all waste, combustible materials and gas bottles, either within or outside the ***Buildings***, from ***The Premises***

c) securely lock all external doors, close and secure all windows and secure and seal all letter boxes and openings

d) turn off all sources of power, fuel and water at the mains and chain and padlock the isolation valves. However, where the ***Buildings*** are protected by an Intruder Alarm System, ***You*** must provide sufficient power to operate the system

e) advise ***Us*** immediately if the ***Buildings*** are to be occupied by contractors for renovation, alteration or conversion purposes or if the ***Buildings*** are to become occupied or used.

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Asset Protection Section 2 – Business All Risks

Cover

We will indemnify ***You*** in respect of ***Damage*** occurring during the ***Period of Insurance*** anywhere in the ***Territorial Limits***

The maximum ***We*** will pay under this Section in any one ***Period of Insurance*** will not exceed

1. the Sum Insured on each item

   or

2. the Total Sum Insured

   or

3. any other maximum amount payable or Limit of Liability specified.

Clauses

The following clauses apply to this Section.

A Automatic Reinstatement of Sum Insured

The Sums Insured shown on ***The Schedule*** will not be reduced by the amount of any claim unless ***We*** or ***You*** give written notice to the contrary. ***You*** must pay the additional premium needed to reinstate the Sum Insured.

B Basis of Claims Settlement – Reinstatement

In the event of ***Damage*** the basis upon which ***We*** will calculate the amount ***We*** will pay for any claim will be the reinstatement of the ***Property Insured*** lost, destroyed or damaged, subject to the following conditions

1) If the ***Property Insured*** is lost or destroyed, ***We*** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

   If such ***Property Insured*** is damaged, ***We*** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

   However, ***We*** will not pay more than ***We*** would have done if the property had been completely destroyed.

2) The ***Property Insured*** may be replaced on another site and in a manner suitable to ***Your*** needs, but this must not increase ***Our*** liability.

3) All work must begin and be carried out as quickly as possible.

4) ***We*** will not pay under this Clause until ***You*** have incurred the cost of replacing or repairing the ***Property Insured***

Exclusions

The following exclusions apply to this Section.

(Also refer to the Policy Exclusions at the back of this Policy booklet).

We will not indemnify ***You*** in respect of

1) ***Damage*** caused by or consisting of

   a) an existing or hidden defect

   b) gradual deterioration of wear and tear

   c) frost or change in the water table level

   d) faulty design or faulty materials used in its construction

   e) faulty workmanship, operating error or omission by ***You*** or any ***Employee***

   f) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which ***You*** own or control

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g) the bursting of

i) a boiler

ii) other equipment

not being used for domestic purposes where the internal pressure is due to steam only and belongs to ***You*** or is under ***Your*** control.

However, ***We*** will indemnify ***You*** in respect of any subsequent ***Damage*** which results from a cause not otherwise excluded.

2) ***Damage*** caused by or consisting of

a) i) corrosion, rust or rot

ii) shrinkage, evaporation or loss of weight

iii) dampness or dryness

iv) scratching

v) vermin or insects

vi) mould or fungus

b) change in

i) temperature

ii) colour

iii) flavour

iv) texture or finish

c) nipple or joint leakage or failure of welds

d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping

e) mechanical or electrical breakdown or derangement of the ***Property Insured***.

However, ***We*** will indemnify ***You*** in respect of

i) ***Damage*** not otherwise excluded which itself results from any other accidental cause

ii) any subsequent ***Damage*** which results from a cause not otherwise excluded.

3) ***Damage*** caused by ***Pollution or Contamination***.

However, ***We*** will indemnify ***You*** in respect of ***Damage***, not otherwise excluded, caused by

a) ***Pollution or Contamination*** which results from ***Damage***

b) ***Damage*** which results from ***Pollution or Contamination***.

4) ***Damage*** caused by or consisting of

a) ***Subsidence***, ***Ground Heave*** or ***Landslip*** unless resulting from fire, explosion earthquake or escape of water from any tank, apparatus or pipe

b) ***Settlement*** of new structures

c) acts of fraud or dishonesty

d) i) disappearance

ii) unexplained or inventory shortage

iii) misfiling, misplacing of information or clerical error

e) theft or attempted theft not involving
i) entry to or exit from the Buildings by forcible and violent means
ii) violence or threat of violence to ***You***, ***Your*** partners directors or ***Employees***

f) theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.

5) ***Damage*** by fire resulting from its' undergoing any process involving the application of heat.

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6) ***Damage*** resulting from its' undergoing any process of

a) production or packaging

b) treatment, testing or commissioning

c) servicing or repair,

However, ***We*** will indemnify ***You*** in respect of this ***Damage*** if it is caused by fire or explosion.

7) ***Damage*** while the building is ***Unoccupied*** or disused caused by

a) escape of water from any tank, apparatus or pipe

b) malicious persons

c) theft or attempted theft.

However, ***We*** will indemnify ***You*** in respect of such ***Damage*** if it is caused by fire or explosion.

8) ***Damage*** more specifically insured by ***You*** or on ***Your*** behalf.

9) ***Consequential Loss***.

10) a) property insured by any marine policy

b) property which would be insured under any marine policy if this insurance did not exist.

However, ***We*** will indemnify ***You*** in respect of ***Damage*** not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

11) ***Damage*** to ***Money***.

12) goods held in trust on commission unless specifically shown on ***The Schedule***.

13) the ***Excess*** shown on ***The Schedule***.

14) any loss, destruction or damage directly or indirectly caused by, contributed to by or arising from:

a) ***Terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

b) any action taken in controlling, preventing, suppressing or in any way relating to ***Terrorism***.

In any action, suit or other proceedings, where ***We*** allege that by reason of the provisions of this exclusion any loss, destruction or damage is not covered under this Section, the burden of proving that such loss, destruction or damage is covered under this Section will be upon ***You***.

Conditions and Additional Clauses

The following Conditions and Additional Clauses only apply to this Section if shown on ***The Schedule***.

(Also refer to the Policy Conditions at the back of this Policy booklet).

Conditions

A Intruder Alarm System

If in relation to any claim for ***Damage*** caused by theft or attempted theft ***You*** have failed to fulfil any of the following conditions ***You*** will lose ***Your*** right to indemnity or payment for that claim.

While ***The Premises*** are unattended ***You*** must ensure that

1) ***The Premises*** are protected by an ***Intruder Alarm System*** and means of communication used to transmit signals from such an ***Intruder Alarm System*** designed, installed and maintained as agreed by ***Us***

2) the ***Protected Premises*** must not be left without at least one ***Responsible Person*** in attendance

i) unless the ***Intruder Alarm System*** is set in its entirety with all means of communication used to transmit signals in full operation

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ii) if the police have withdrawn their response to alarm calls

unless ***We*** agree otherwise.

3) in the event of notification of any activation of the ***Intruder Alarm System*** or interruption of any of the means of communication during any period that the ***Intruder Alarm System*** is set, a ***Keyholder*** shall attend ***The Premises*** as soon as reasonably possible, in order to confirm the security of ***The Premises*** and reset the ***Intruder Alarm System*** in its entirety. If the ***Intruder Alarm System*** cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a ***Keyholder*** must remain at ***The Premises*** unless ***We*** agree otherwise in writing.

4) ***You*** shall advise ***Us*** as soon as possible, and in any event not later than 10:00am on ***Our*** next working day,

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

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

iii) that the ***Intruder Alarm System*** and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order

and ***You*** must comply with any of ***Our*** subsequent requirements.

5) No alteration or substitution of

i) any part of the ***Intruder Alarm System***

ii) the structure of ***The Premises*** or changes to the layout of ***The Premises*** which would affect the effectiveness of the ***Intruder Alarm System***

iii) the means of communication used to transmit signals from the ***Intruder Alarm System***

iv) the procedures agreed with ***Us*** for police or any other response to any activation of the ***Intruder Alarm System***

v) the maintenance contract

shall be made without ***Our*** written agreement.

6) ***You*** and each ***Keyholder*** must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the ***Intruder Alarm System***. All keys and other setting/unsetting devices for the ***Intruder Alarm System*** must be removed from ***The Premises*** when they are left unattended.

7) The ***Intruder Alarm System*** shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with a UKAS accredited installer.

8) ***You*** must appoint at least two ***Keyholders*** and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the ***Intruder Alarm System***, and with the police if they so require.

B Alarm Condition – Vehicles

This Section excludes ***Damage*** resulting from theft or attempted theft from any unattended vehicle unless the alarm system approved by ***Us*** is

1) put into operation and all alarm keys removed

and

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2) maintained in accordance with the terms and conditions of the installing company's agreement.

Additional Clauses

1 Overnight Theft Exclusion – Vehicles in the Open

This Section excludes ***Damage*** resulting from theft or attempted theft from any unattended vehicle during the hours from 9pm until collected by ***Your*** driver unless such vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

2 Unattended Vehicle Theft Exclusion

This Section excludes ***Damage*** resulting from theft or attempted theft from any unattended vehicle.

3 Portable Computer Equipment

For the purpose of this Additional Clause, ***Portable Computer Equipment*** is defined as:

Personal computers, small micro computers and similar equipment used for processing, communicating and storing electronic ***Data***, and which are designed to be carried by hand.

If in relation to any claim for ***Damage*** by theft or attempted theft ***You*** have failed to fulfil any of the following conditions ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must ensure that

1) when ***Portable Computer Equipment*** is left unattended inside any road vehicle

   i) the vehicle is securely locked and all security devices set in operation

   ii) it is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm until collected by ***Your*** driver unless the vehicle is aboard a ship or ferry

   iii) the ***Portable Computer Equipment*** is concealed from view

   iv) the ***Portable Computer Equipment*** is stored in the boot or under the parcel shelf if the vehicle is a private car

2) when ***Portable Computer Equipment*** is in transit by air it is carried as hand luggage

3) when ***Portable Computer Equipment*** is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.

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Asset Protection Section 3 – Contract Works

Section Definitions

(Also refer to the Policy Definitions at the front of this Policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Contract
Any contract or agreement, entered into by ***You*** to carry out work in the course of ***The Business*** where the estimated ***Maximum Contract Price*** does not exceed the amount stated in ***The Schedule***.

Contract Site
A site within the ***Territorial Limits*** at which ***You*** are carrying out work under a ***Contract***

Employees' Tools
Employees' tools and personal belongings other than
1) motor vehicles
2) gold or silver articles
3) watches or jewellery
4) ***Money***.

Estimated Original Contract Price
The estimated valuation of the ***Works*** to be carried out or the estimated contract price at the commencement date of the ***Contract*** or ***Works***.

Existing Structures
Any property (including fixtures, fittings and ***Contents***) which prior to the commencement of any ***Contract*** forms part of any structure

Free Issue Materials
Materials for incorporation into the ***Contract***
1) issued free to ***You*** by or on behalf of ***Your*** Employer
and
2) for which ***You*** are responsible under the conditions of the ***Contract***

the value of which will be included in the final valuation of the ***Works*** carried out or the final contract price and which are not otherwise excluded from this Section.

Hired in Plant
Plant, scaffolding, tools, equipment, site huts and temporary ***Buildings*** hired in by ***You*** for use in connection with any ***Contract*** to the extent that ***You*** are responsible under the hire agreement.

Maintenance Period
The period indicated in the conditions of the ***Contract*** but not exceeding 12 months, during which ***You*** are responsible for rectifying defects.

Maximum Contract Price
The maximum price of any ***Contract*** for which ***We*** will provide indemnity as stated in ***The Schedule***.

Practical Completion
Works which are
1) completed
or
2) complete except for the prospective buyers or tenant's choice of decorations or final fitments.

whichever is the earlier

Property Insured
Works, ***Your Plant*** and ***Hired in Plant*** which ***You*** own or are responsible for and ***Employees' Tools*** as stated in ***The Schedule***.

Secure Compound
An area that is fully enclosed by a secure perimeter wall or fence and securely locked gates.

Speculative Building
Construction of a premise for which no buyer has been identified

Works
1) Temporary or permanent works completed or to be completed as part of any ***Contract***
and/or
2) Materials for incorporation whilst on or adjacent to the ***Contract Site*** and in transit to or from the ***Contract Site*** other than by sea or air.

Your Plant
Plant, scaffolding, tools, equipment, site huts and temporary ***Buildings*** owned by ***You***.

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Asset Protection Section 3 – Contract Works

Cover

We will indemnify ***You*** in respect of ***Damage*** to the ***Property Insured*** during the ***Period of Insurance*** and within the ***Territorial Limits***.

(1) ***Works***

The maximum that ***We*** will pay in respect of any one occurrence which gives rise to a claim under this item (which includes any liability ***We*** may have in respect of the cover provided under this item) is 125% of the ***Estimated Original Contract Price*** including the value of ***Free Issue Materials*** in respect of any ***Contract*** or ***Works***.

We will not indemnify ***You*** under this Section if the ***Estimated Original Contract Price*** plus the value of ***Free Issue Materials*** exceeds the ***Maximum Contract Price*** shown on ***The Schedule*** at the time of the ***Damage***.

(2) ***Your Plant***

The maximum that ***We*** will pay in respect of any one occurrence which gives rise to a claim under this item is the Sum Insured as shown on ***The Schedule*** at the time of ***Damage***.

(3) ***Hired in Plant***

The maximum that ***We*** will pay in respect of any one occurrence which gives rise to a claim under this item is the Sum Insured as shown on ***The Schedule*** at the time of ***Damage***.

The maximum that ***We*** will pay for any one item is the limit shown on ***The Schedule***.

(4) ***Employees' Tools***

The maximum that ***We*** will pay in respect of any one occurrence which gives rise to a claim under this item is the Sum Insured as shown on ***The Schedule*** at the time of ***Damage***.

The maximum that ***We*** will pay in respect of ***Employees' Tools*** for any one ***Employee*** is the limit shown on ***The Schedule***.

Clauses

The following clauses apply to this Section.

(1) Additional Interests

We will, to the extent required by the conditions of the ***Contract***, include the interest as joint Insured of any

(a) employer

or

(b) contractor.

(2) Automatic Reinstatement of Sum Insured

The Sums Insured as shown on ***The Schedule*** will not be reduced by the amount of any claim unless ***We*** or ***You*** give notice to the contrary. ***You*** must pay the additional premium required to reinstate the Sums Insured.

(3) Consecutive *Damage*

Damage to ***Property Insured*** at any one ***Contract Site*** during a period of 72 consecutive hours caused by

1) earthquake

2) storm, flood or other water damage

3) subsidence or collapse

will be considered for the purpose of applying any ***Excess*** as one occurrence of ***Damage***.

(4) Transit

We will indemnify ***You*** in respect of ***Damage*** to the ***Property Insured*** whilst in transit anywhere within the ***Territorial Limits*** other than whilst in transit by sea or air.

(5) Continuing Hire Charges

We will indemnify ***You*** in respect of ***Your*** legal liability to pay continuing hire charges as a result of ***Damage*** to any item of ***Hired in Plant*** insured under this Section and where liability under Cover

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item 3 ***Hired in Plant*** has been admitted by ***Us***.

The maximum ***We*** will pay in respect of any one loss is 90 days' hiring charges or £25,000, whichever is the lower.

We will not indemnify ***You*** in respect of the first £250 of each and every loss or the cost of the first 48 hours' hiring charges, whichever is the greater.

(6) *Damage* to Security Devices

We will indemnify ***You*** if the attempted theft of any vehicle included within ***Your Plant*** or ***Hired in Plant*** results in ***Damage*** only to the vehicle immobiliser, locating, tracking or other security device.

We will not indemnify ***You*** in respect of the first £50 of any one loss.

(7) Debris Removal

We will indemnify ***You*** in respect of the costs and expenses that ***You*** incur, with ***Our*** consent for

1) removing debris

2) dismantling or demolishing

3) shoring up or propping

4) clearing or repairing drains or service mains

following ***Damage*** to ***Property Insured***.

The maximum that ***We*** will pay in respect of any one loss is 25% of the ***Estimated Original Contract Price***.

We will not indemnify ***You*** in respect of costs and expenses

a) incurred in removing debris from anywhere other than the site of the ***Damage*** and the area adjacent to it

b) arising from ***Pollution or Contamination*** of property not insured under this section

c) more specifically insured.

(8) European Union and Public Authorities Clause

Following ***Damage*** to ***Works***, ***We*** will pay the additional cost of reinstating the ***Property Insured*** necessary to comply with any

a) European Union Legislation.

b) Act of Parliament.

c) Bye-Laws of any Public Authority.

We will not indemnify ***You*** in respect of

1) costs incurred

   a) in respect of ***Damage*** not insured by this Section

   b) where notice was served on ***You*** before the ***Damage*** occurred.

   c) where an existing requirement must be completed within a stipulated period

   d) in respect of ***Property Insured*** or parts of the ***Property Insured***, other than foundations (unless foundations are specifically excluded) which have not suffered ***Damage***

2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement, repair or replacement

a) must begin and be carried out as quickly as possible

b) may be carried out on another site if necessary provided this does not increase ***Our*** liability.

If ***Our*** liability under this Section is reduced by the application of any terms of this Policy, ***Our*** liability under this clause will be similarly reduced.

The maximum ***We*** will pay in total under this Clause and this Section in respect of

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any one ***Contract*** is the Sum Insured as shown on ***The Schedule***.

(9) Expediting Expenses

We will indemnify ***You*** in respect of the costs and expenses that ***You*** incur for

1) overtime

2) nightwork

3) work on public holidays

4) special delivery

to reinstate or repair ***Property Insured*** following ***Damage***.

The maximum that ***We*** will pay in respect of any one loss is 25% of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

(10) *Free Issue Materials*

The ***Works*** will include any ***Free Issue Materials*** provided ***You*** include their value in

1) the ***Estimated Original Contract Price*** of any ***Contract***

2) the declaration required by the Adjustment of Premium Condition of this Section.

(11) Immobilised Plant

We will indemnify ***You*** in respect of incurred costs for the withdrawal or recovery of ***Your Plant*** or ***Hired in Plant*** accidentally immobilised on or adjacent to any ***Contract Site***.

We will not pay for withdrawal or recovery required as a result of the breakdown of ***Your Plant*** or ***Hired in Plant***.

(12) Incidental Hiring of Plant

We will indemnify ***You*** in respect of ***Damage*** to any item of ***Your Plant*** while it is hired or loaned to a third party to the extent of the contract conditions.

The maximum that ***We*** will pay is £25,000 in respect of any one loss.

(13) Indemnity to Principals

As far as is necessary to meet the requirements of any ***Contract*** or agreement entered into by ***You*** for the performance of work for any Employer/Principal, ***We*** will at ***Your*** request, treat the Employer/Principal as though they were ***You*** in respect of ***Damage*** arising out of the performance of such work by ***You*** provided that the Employer/Principal shall comply with and be subject to the terms, conditions and exclusions of this Policy in so far as they can apply.

(14) Indemnity to Sub-*Contract*ors

We will, to the extent required by contract conditions, provide indemnity to nominated sub-contractors in respect of ***Damage*** to the ***Property Insured***.

(15) Thatcham-approved Security Devices

We will not apply an ***Excess*** in respect of theft of a vehicle which is insured under ***Your Plant*** or ***Hired in Plant*** and fitted with an activated operational Thatcham-approved security device.

(16) Loss of Keys

If the key to any immobiliser permanently fitted to a vehicle included as ***Your Plant*** or ***Hired in Plant*** is lost or stolen, ***We*** will indemnify ***You*** in respect of the cost of replacing the cylinder of the lock.

The maximum that ***We*** will pay is £500 in respect of any one loss.

We will not indemnify ***You*** in respect of the first £50 of each claim.

(17) Off-Site Storage

The ***Works*** includes materials, anywhere within the ***Territorial Limits***, separately stored and identified for inclusion in any ***Contract***. The maximum that ***We*** will pay in respect of any one loss is either

1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions subject to a maximum limit of 15% of the

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Estimated Original Contract Price

or

2) where not included in the interim certificate under any standard printed contract conditions

a) £100,000

or

b) £1,000 in respect of Non-Ferrous Metals

(18) Professional Fees

We will indemnify ***You*** in respect of professional fees incurred in reinstating, repairing or replacing the ***Works*** following ***Damage***.

We will not indemnify ***You*** in respect of fees

a) more specifically insured

b) incurred in preparing a claim.

(19) Redrawing Plans or Documents

We will indemnify ***You*** in respect of the cost of rewriting or redrawing plans, drawings or other ***Contract*** documents following ***Damage***.

The maximum that ***We*** will pay in respect of any one loss is £50,000.

(20) Show Properties

We will indemnify ***You*** in respect of ***Damage*** to show properties including their ***Contents***. The maximum that ***We*** will pay in respect of the ***Contents*** of any one show property is £50,000.

(21) *Speculative Building*

We will indemnify ***You*** in respect of ***Damage*** to any private dwellings ***You*** have erected or are erecting on a speculative basis.

This indemnity will cease on

1) the date ***You*** sell, lease or rent the property

or

2) 180 days from the date of ***Practical Completion***

whichever is the earlier.

(22) Sub-*Contract*ors – Waiver of Subrogation rights

Where so required under any standard Joint Contracts Tribunal ("JCT") Form of contract ***We*** agree not to pursue any rights of subrogation against the sub-contractors directly employed by ***You***

This extension applies in respect of ***Damage*** to ***Contract Works*** and only to the extent required by the said ***Contract*** and to ***Damage*** by any of the specified perils defined in the ***Contract*** provided that the sub-contractor shall as if he were ***The Policyholder*** observe, fulfil and be subject to the Terms, Exclusions and Conditions of this Policy.

(23) Taken Into Use

We will indemnify ***You*** in respect of ***Damage*** to any part of the permanent ***Works*** taken into use as private dwellings or offices. This indemnity will cease when

1) a certificate of completion has been issued
or
2) the permanent ***Works*** have been completed and handed over to ***Your*** employer.

(24) Basis of Claims settlement

We will indemnify ***You*** for ***Damage*** occurring during the ***Period of Insurance*** to ***Property Insured***. ***We*** will pay ***You*** for the value of the ***Property Insured*** at the time of its ***Damage*** or for the amount of the ***Damage***, or at ***Our*** option reinstate or replace the ***Property Insured*** or any part of it in accordance with the following.

1) For permanent or temporary works, ***We*** will pay up to 125% of the ***Estimated Original Contract Price***

2) For ***Your Plant***, ***We*** will pay up to the value of the item at the time of the ***Damage*** with an adjustment for wear and tear, but no more than the sum insured shown on ***The Schedule***.

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3) For temporary buildings, ***We*** will pay up to the value of the item at the time of the ***Damage*** with an adjustment for wear and tear, but no more than the sum insured shown on ***The Schedule***.

4) For ***Hired In Plant***, ***We*** will pay up to the sum insured shown on ***The Schedule*** for any one item but only for ***Your*** liability under any hire conditions.

5) For ***Employees' Tools***, ***We*** will pay up to the sum insured shown on ***The Schedule*** at the time of the ***Damage*** with an adjustment for wear and tear but no more than the limit shown on ***The Schedule*** for any one Employee.

6) For other items, ***We*** will pay up to the value of the item at the time of the ***Damage*** with an adjustment for wear and tear, but no more than the sum insured shown on ***The Schedule***.

Exclusions

The following exclusions apply to this Section. (Also refer to the Policy Exclusions at the back of this Policy booklet).

We will not indemnify ***You*** in respect of

1) ***Damage*** to any part of the permanent ***Works***

   a) for which a certificate of completion has been issued

   or

   b) which has been completed and handed over to ***Your*** employer

   or

   c) taken into use

   unless the ***Damage*** occurs

   i) while ***You*** are carrying out ***Your*** obligations under the ***Maintenance Period***

   or

   ii) within 14 days of the issue of a certification of completion but only to the extent ***You*** are responsible under the Conditions of the ***Contract***.

2) ***Damage*** as a result of

   a) gradual deterioration or wear and tear

   b) rust or mildew

   c) confiscation, nationalisation or requisition or destruction by or under the order of any government or public authority.

3) Repair to or replacement of any item of ***Your Plant*** or ***Hired in Plant*** caused by its own mechanical or electrical breakdown, failure, breakage or derangement other than in respect of ***Hired in Plant*** and for which ***You*** are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement.

4) ***Damage*** to

   a) ***Existing Structures***

   b) ***Money***

   c) any mechanically propelled vehicle or mobile plant including any trailer attached licensed for road use and for which a certification of motor insurance is required, other than a vehicle or mobile plant solely as a tool of trade.

   d) any aircraft or waterborne vessel

   d) property for which ***You*** are relieved of responsibility by the conditions of the ***Contract***.

   e) tyres caused by braking, punctures, cuts or bursts

5) ***Damage***

   a) by disappearance or shortage discovered only when an inventory is taken

   or

   b) which is not traceable to an event.

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6) ***Damage*** caused by ***Pollution or Contamination*** other than that of or to the ***Property Insured***.

7) liquidated damages, fines or any other penalties under contract for delay or non-completion (these are damages in excess of normal compensation aimed to punish ***You***).

8) ***Consequential Loss*** of any kind.

9) Theft or attempted theft by ***You*** or ***Your Employees***

10) The theft of unfixed non-ferrous metals of any description unless at the time of theft

a) An authorised ***Employee*** or agent of ***You*** is actually on site

or

b) Such property is contained in a securely locked container or building

11) the cost of normal upkeep or making good.

12) ***Damage*** to and the cost to reinstate or repair

a) ***Property Insured*** which is in a defective condition due to a defect in

i) design, plan or specification

ii) materials

iii) workmanship

of or of any part of that ***Property Insured***

b) other ***Property Insured*** to enable the reinstatement or repair of ***Property Insured*** excluded by a) above. This exception will not apply to other ***Property Insured*** which is free of the defective condition but is damaged as a result.

Property Insured will not be considered as having suffered ***Damage*** solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that ***Property Insured***.

13) the ***Excess*** shown on ***The Schedule***.

14) any loss, destruction or damage directly or indirectly caused by, contributed to by or arising from:

a) ***Terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

b) any action taken in controlling, preventing, suppressing or in any way relating to ***Terrorism***.

In any action, suit or other proceedings, where ***We*** allege that by reason of the provisions of this exclusion any loss, destruction or damage is not covered under this Section, the burden of proving that such loss, destruction or damage is covered under this Section will be upon ***You***.

15) ***Damage*** resulting from theft or attempted theft of ***Employees Tools***

a) from a vehicle owned by ***You*** or for which ***You*** are responsible which does not involve entry to or exit from the vehicle by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against the driver or passengers of the vehicle

b) from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against ***You***, any director, partner or ***Employee*** or any other person lawfully present

c) from an ***Unoccupied*** building

d) left unattended by ***You***, any director, partner or ***Employee*** unless stored

i) in a locked and secure building or

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ii) in a vehicle secured in accordance with the Conditions 2 and 3 of this Section.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this Policy booklet).

1. Diminution of *Damage*

You shall carry out and permit any action to be taken which may be reasonably practicable to diminish ***Damage*** and at ***Our*** request and expense comply with and co-operate in any measures that may be reasonably required.

2. Unattended Vehicles

Whenever a vehicle containing ***Employees' Tools*** is left unattended by ***You***, any director, partner or ***Employee***, it is a condition precedent to ***Our*** liability that

a) all doors, windows, sunroofs or other openings must be securely shut and
b) all doors to the vehicle or any other lockable openings (including the boot) must be securely locked and
c) any immobiliser and alarm must be set to be fully operational and
d) all keys or electronic devices to lock or unlock the vehicle or to operate any other vehicle security equipment or system must be removed from the vehicle.

3. Overnight Vehicle Security

Whenever a vehicle being used for the transport of ***Employees' Tools*** is left unattended by ***You***, any director, partner or ***Employee***, it is a condition precedent to ***Our*** liability that the vehicle is, between 21:00hrs and 06:00 hrs, stored in a locked and secure building or a ***Secure Compound*** with the vehicle secured in accordance with Condition 2 Unattended Vehicles of this Section.

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Asset Protection Section 4 – Money and Assault

Section Definitions

(Also refer to the Policy Definitions at the front of this Policy wording).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Bodily Injury
Bodily Injury by violent and visible means, which directly and independently of any other cause, results in death or disablement.

Insured Person
You or ***Your*** directors, partners or ***Employees***

Loss of Limbs or Sight
Physical Injury which solely and directly results in

1) loss by physical severance of the hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or an entire foot or leg
2) total and irrecoverable loss of all sight in one or both eyes occurring within 24 months of ***Bodily Injury***.

Part A – *Money*

Cover

We will indemnify ***You*** in respect of

1) loss of ***Money***, up to the Limit Any One Loss shown on ***The Schedule***, which

   a) belongs to ***You***

   or

   b) ***You*** are responsible for in connection with ***The Business*** while

      i) in transit

      ii) on ***The Premises***

      iii) at ***Your*** home or that of ***Your*** directors, principals or ***Employee***s

      iv) in a bank night safe until removed by the bank.

2) the cost of replacement or repair following ***Damage*** to any

   a) safe or strongroom

   b) case, bag or waistcoat used for carrying ***Money***

   following theft or attempted theft of ***Money***

3) ***Damage*** to clothing and personal belongings owned by ***You***, ***Your*** directors, principals or any ***Employee*** following theft or attempted theft of ***Money*** involving violence or threat of violence occurring during the ***Period of Insurance***.

   The maximum ***We*** will pay for any one person is £500.

4) loss of ***Money*** which belongs to ***You*** or ***You*** are responsible for in connection with ***The Business*** while on contract sites while ***You*** or ***Your Employees*** are working there up to a limit of £500 in respect of any one loss.

Exclusions – Part A – *Money* Only

The Exclusions below apply to Part A – ***Money*** of this Section only.

(Also refer to the Policy Exclusions at the back of this Policy wording).

We will not indemnify ***You*** in respect of

1) loss or shortages due to clerical or accounting errors, or omissions, accountancy depreciation, currency fluctuation or ***Consequential Loss*** of any kind

2) loss due to the dishonesty of ***You*** or ***Your*** Directors, principals or ***Employees***

   a) not discovered within seven working days

   b) where a more specific insurance is in force, except for any amount in excess of that insurance

3) loss of ***Money*** from unattended vehicles being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle

4) ***Damage*** outside the ***Territorial Limits***

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5) loss resulting directly or indirectly from

   a) forgery

   b) fraudulent alteration or substitution

   c) fraudulent use of a computer or electronic transfer

6) loss resulting from use of any form of payment which proves to be

   a) counterfeit

   b) false

   c) invalid

   d) uncollectable

   e) irrecoverable

   for any reason

7) loss of ***Money*** from any gaming or vending machine unless specifically shown on ***The Schedule***.

8) loss of ***Money*** in the custody of any security company

9) loss of ***Money*** during transit by unregistered post.

Part B – Assault Cover

We will pay compensation to ***You*** for ***Bodily Injury*** to an ***Insured Person*** occurring during the ***Period of Insurance*** caused by theft or attempted theft, involving violence or threat of violence, which happens in the course of ***The Business*** and directly and independently of any other cause results in any of the following Contingencies.

1) death

2) ***Loss of Limbs or Sight***

3) any other total and permanent disablement which, after 24 months of ***Bodily Injury***, prevents the ***Insured Person*** from pursuing any occupation

4) temporary total disablement which, within 24 months of ***Bodily Injury***, prevents the ***Insured Person*** from pursuing their normal occupation

5) partial disablement which, within 24 months of ***Bodily Injury***, prevents the ***Insured Person*** from pursuing a substantial part of their normal occupation.

Clauses – Part B – Assault Only

The following clauses apply to Part B – Assault of this Section only.

1) Amounts Payable

a) ***We*** will pay for any one ***Bodily Injury***

   i) the compensation shown on ***The Schedule***

   ii) weekly compensation at four weekly intervals

   iii) compensation under contingencies 4) and 5) for a maximum of 24 months from the date that the disablement started

b) weekly compensation being paid for the same ***Bodily Injury*** will end if ***We*** pay compensation under any of contingencies 1)-3)

c) insurance will end for the ***Insured Person*** if ***We*** pay compensation under any of contingencies 1)-3).

2) Medical Evidence

a) ***We*** may require, at ***Our*** expense,

   i) an ***Insured Person*** to undergo medical examinations

   or

   ii) a post mortem to be carried out.

b) ***You*** or ***Your*** legal representative will supply to us, at ***Your*** expense, any

   i) certificate

   ii) information

   iii) evidence

   in the format ***We*** require.

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Asset Protection Section 4 – Money and Assault

Conditions – Part A – *Money* Only

The following Conditions apply to Part A – ***Money*** of this Section only.

(Also refer to the Policy Conditions at the back of this Policy wording).

1) Records, Key Security and Security Devices

If in relation to any claim under this Section for Records, Key Security and Security Devices ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must ensure that

a) ***You*** keep a complete record of ***Money*** in a secure place other than in a safe or strongroom containing ***Money***

b) outside ***Business Hours*** the safe or strongroom will be kept locked and the keys removed from ***The Premises*** unless ***The Premises*** are occupied by ***You***, ***Your*** directors, principals or authorised ***Employee***s, in which case the keys will be kept in a secure place away from any safe or strongroom

c) whenever ***The Premises*** are closed for business or left unattended, all security devices to protect ***The Premises*** are properly fitted and put into full operation.

2) *Money* in Transit

If in relation to any claim for ***Money*** (other than Item 1 as shown on ***The Schedule***) in transit ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must ensure that

a) it is accompanied by the following number of persons who must be either ***You***, ***Your*** partners, directors or ***Employee***s

over £2,000 up to £5,000 at least two persons

over £5,000 up to £8,000 at least three persons

over £8,000 at least four persons

over £12,000 as shown on ***The Schedule***

and

b) private transport is used for amounts greater than £2,000 where the distance exceeds half a mile.

and

c) it is not left unattended

Our liability will not exceed the limits shown on ***The Schedule***.

Additional Conditions

The following Additional Conditions apply to this Section only if the letter stated against them is shown on ***The Schedule***

(Also refer to the Policy Conditions at the back of this Policy wording).

A Intruder Alarm System

If in relation to any claim for ***Damage*** caused by theft or attempted theft involving entry or exit from ***The Premises*** by forcible or violent means, ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

While ***The Premises*** are unattended ***You*** must ensure that

1) ***The Premises*** are protected by an ***Intruder Alarm System*** and means of communication used to transmit signals from such an ***Intruder Alarm System*** designed, installed and maintained as agreed by ***Us***.

2) the ***Protected Premises*** must not be left without at least one ***Responsible Person*** in attendance

i) unless the ***Intruder Alarm System*** is set in its entirety with all means of communication used to transit signals in full operation

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ii) if the police have withdrawn their response to alarm calls

unless ***We*** agree otherwise.

3) in the event of notification of any activation of the ***Intruder Alarm System*** or interruption of any of the means of communication during any period that the ***Intruder Alarm System*** is set, a ***Keyholder*** shall attend ***The Premises*** as soon as reasonably possible, in order to confirm the security of ***The Premises*** and reset the ***Intruder Alarm System*** in its entirety. If the ***Intruder Alarm System*** cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a ***Keyholder*** must remain at ***The Premises*** unless ***We*** agree otherwise in writing.

4) ***You*** shall advise ***Us*** as soon as possible, and in any event not later than 10:00am on ***Our*** next working day,

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

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

iii) that the ***Intruder Alarm System*** and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order

and ***You*** must comply with any of ***Our*** subsequent requirements.

5) no alteration or substitution of

i) any part of the ***Intruder Alarm System***

ii) the structure of ***The Premises*** or changes to the layout of ***The Premises*** which would affect the effectiveness of the ***Intruder Alarm System***

iii) the means of communication used to transmit signals from the ***Intruder Alarm System***

iv) the procedures agreed with ***Us*** for police or any other response to any activation of the ***Intruder Alarm System***

v) the maintenance contract

shall be made without ***Our*** written agreement.

6) ***You*** and each ***Keyholder*** maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the ***Intruder Alarm System***. All keys and other setting/unsetting devices for the ***Intruder Alarm System*** must be removed from ***The Premises*** when they are left unattended.

7) The ***Intruder Alarm System*** is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company, as agreed by ***Us***.

8) ***You*** appoint at least two ***Keyholders*** and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the ***Intruder Alarm System***, and with the police if they so require.

B Security Company Contingency Cover

We will indemnify ***You*** in respect of loss of ***Money*** in the custody of the security company ***You*** have an agreement with if ***You*** are unable to recover the ***Money*** from the security company.

If in relation to any claim in respect of loss of ***Money*** in the custody or control of the security company that ***You*** have an agreement with, ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must

a) provide ***Us*** with a copy of the agreement between ***You*** and the security company

b) obtain ***Our*** written agreement before any changes are made to the agreement

c) comply with the terms of the agreement.

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C Visible Evidence

We will not indemnify ***You*** in respect of any ***Damage*** by theft or attempted theft at ***The Premises*** unless there is visible evidence of entry into or exit from ***The Premises*** involving forcible and violent means.

D Minimum Security Condition

If in relation to any claim for ***Damage*** insured by this Section ***You*** have failed to fulfil any of the following conditions, ***You*** will lose ***Your*** right to indemnity or payment for that claim.

You must ensure that

1) Final exit doors are secured as follows
   a) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate.

   b) aluminium or UPVC framed doors – a cylinder operated mortice deadlock or a deadlocking multi-point system

   c) all other external doors and internal doors giving access to any part of The ***Buildings*** not occupied by ***You*** be fitted with either

      i) any of the locking arrangements as specified in 1(a) or 1(b) above in accordance with the construction of the door frame, or
      ii) two key operated bolts for doors, one fitted approximately 30cm from the top of the door and the other 30cm from the bottom

   d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom.

   When ***The Premises*** are closed for business all locks fitted to final exit doors must be put into effect.

2) All other external doors and internal doors leading to common areas or other premises, are secured:

   a) by the means set out in 1),

   or

   b) by key operated security bolts fitted top and bottom.

3) All opening windows or roof lights accessible from the ground or via roofs, pipe work or other structures are secured by key operated locking devices or screwed permanently shut.

4) Any security measures stipulated or agreed by ***Us*** in writing are in active operation.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

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Asset Protection Section 5 – Goods in Transit

Section Definitions

(Also refer to the Policy Definitions at the front of this Policy wording).

The following definitions apply to this Section and will keep the same meaning wherever they appear in the Section.

Means of Transit
As stated in ***The Schedule***.

Occurrence
An event or number of events, arising from a single cause or occurrence occurring during the ***Period of Insurance***

Personal Effects
Personal possessions excluding ***Money***, watches and jewellery.

Property Insured
General merchandise connected with ***The Business*** owned by ***You*** or for which ***You*** are responsible for.

Tools
Tools, tool kits or test equipment which ***You*** own or are hired by ***You*** or used by ***You*** in connection with ***The Business*** and for which ***You*** are responsible.

Vehicle
Any motor vehicle and/or trailer and/or container which ***You*** own or operate or for which ***You*** are responsible.

Cover

We will indemnify ***You*** in respect of

1) ***Damage***

a) to the ***Property Insured*** while in transit in or on any ***Vehicle*** including

i) loading and unloading

ii) whilst temporarily stored during transit.

The maximum ***We*** will pay in respect of any one ***Occurrence*** is the Limit of Liability as shown on ***The Schedule***.

b) to ***Your*** own sheets, ropes, chains, toggles or packing materials while carried on any ***Vehicle***.

We will replace sheets as new if ***You*** prove that these were not more than one year old at the time of the ***Damage***.

c) to ***You*** or ***Your*** drivers' ***Personal Effects*** in, or from, any ***Vehicle***.

The maximum ***We*** will pay in respect of any one person for any one ***Occurrence*** is £500.

We will not indemnify ***You*** or ***Your*** driver for ***Damage*** to any item insured by any other insurance policy.

d) to ***Tools*** in or from any ***Vehicle*** whilst temporarily stored during transit.

The maximum ***We*** will pay in respect of any one ***Occurrence*** is the ***Tools*** Limit of Liability as shown on ***The Schedule***.

2) **Debris Removal**

Costs and expenses incurred by ***You*** with ***Our*** consent

a) in removing debris

b) in site clearance

c) for transhipment and recovery charges

following collision, overturning or impact of any ***Vehicle*** with any object.

a) to reduce or prevent claims in the ***Territorial Limits*** in connection with ***The Business***.

The maximum ***We*** will pay in respect of any one occurrence is £10,000.

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Asset Protection Section 5 – Goods in Transit

Exclusions

The following exclusions apply to this Section.

(Also refer to the Policy Exclusions at the back of this Policy booklet).

We will not provide indemnity in respect of

1) ***Damage*** caused by

   a) defective or inadequate packing, insulation or labelling

   b) evaporation or ordinary leakage

   c) vermin, wear, tear, gradual deterioration or contamination

   d) an existing or hidden defect

   e) delay

   f) inadequate documentation

   g) indirect or ***Consequential Loss***

   h) its own

      i) mechanical

      ii) electrical

      iii) electronic

      iv) electro magnetic

      derangement.

However, ***We*** will indemnify ***You*** if such ***Damage*** is caused by external means.

2) shortage in weight.

3) ***Damage*** caused by deterioration or variation in temperature.

However, ***We*** will indemnify ***You*** if such ***Damage*** is caused as a result of any ***Vehicle*** being directly involved in a road traffic accident.

4) ***Damage*** arising from

   a) confiscation, requisition or destruction by order of any government or any public authority

   b) riot, civil commotion, strikes, lockouts or labour disturbances.

5) ***Damage***

   a) occurring outside the ***Territorial Limits***

   b) not connected with ***The Business***.

6) ***Damage*** to

   a) audio and visual equipment

   b) clocks and watches

   c) computer hardware and software

   d) explosives

   e) furs and curios

   f) gold and silver articles

   g) jewellery and precious stones

   h) living creatures

   i) ***Money*** and bullion

   j) non ferrous metals

   k) rare books and works of art

   l) tobaccos, cigars and cigarettes

   m) wines and spirits

However, ***We*** will indemnify ***You*** in respect of ***Damage*** to such property if the property is specifically shown as insured on ***The Schedule*** and the ***Damage*** is not otherwise excluded.

7) ***Damage*** caused by theft or attempted theft of the ***Property Insured*** and/or ***Tools*** or ***Personal Effects*** from any unattended ***Vehicle*** being any ***Vehicle*** with no person in charge, or keeping the ***Vehicle*** under observation, and able to observe or prevent any attempt by any person to interfere with the ***Vehicle***.

However, ***We*** will indemnify ***You*** if ***You*** have ensured that

   a) all doors, windows and other points of access have been locked where locks have been fitted and

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b) all manufacturers' security devices have been put into effect

and

c) the keys have been removed from any unattended ***Vehicle***

and

d) unattached trailers have anti-hitching devices fitted and they are put into effect.

8) ***Damage*** to, ***Tools*** or ***Personal Effects***, while temporarily stored during transit for periods exceeding thirty consecutive days.

9) property in transit for hire or reward.

10) the ***Excess*** as shown on ***The Schedule***.

11) any loss, destruction or damage directly or indirectly caused by, contributed to by or arising from:
a) ***Terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
b) any action taken in controlling, preventing, suppressing or in any way relating to ***Terrorism***.
In any action, suit or other proceedings, where ***We*** allege that by reason of the provisions of this exclusion any loss, destruction or damage is not covered under this Section, the burden of proving that such loss, destruction or damage is covered under this Section will be upon ***You***.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this Policy wording).

1. Automatic Reinstatement

The Limit of Liability shown on ***The Schedule*** will not be reduced by the amount of any claim unless ***We*** give ***You*** or ***You*** give ***Us*** written notice to the contrary.

You must pay the additional premium needed to reinstate the Limit of Liability.

2. Reasonable Care

If in relation to any claim, ***You*** have failed to comply with any of the following conditions, ***You*** may lose ***Your*** right to indemnity, or payment for that claim.

You must

a) only employ reliable and competent drivers

and

b) take all reasonable measures to

i) prevent ***Damage***

ii) secure loads properly

iii) maintain any ***Vehicle*** in accordance with current law

iv) ensure any ***Vehicle*** is suitable for the purpose for which it is to be used

c) allow ***Us*** access to examine any ***Vehicle*** which ***You*** operate or premises from which ***You*** operate.

3. Substitution of *Vehicle*s

Where ***Vehicle***s are individually specified, as shown on ***The Schedule***, ***We*** will insure, subject to the Limit of Liability, and any other terms and conditions applicable to the original ***Vehicle***, the ***Property Insured*** whilst in or on any other vehicle

a) temporarily substituted for the specified ***Vehicle*** whilst the ***Vehicle*** is out of use for maintenance, repair or official vehicle testing.

b) permanently substituted for the specified ***Vehicle*** provided that ***You*** inform ***Us*** in writing within 21 days of the substitution.

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Asset Protection Section 5 – Goods in Transit

Clauses

The following clauses only apply to this Section if shown on ***The Schedule***.

A **Overnight Theft Section Exclusion – *Vehicle*s in the Open**

This Section excludes ***Damage*** resulting from theft or attempted theft from any unattended ***Vehicle*** during the hours from 9pm until collected by ***Your*** driver unless such ***Vehicle*** is garaged in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

B **Overnight Theft Exclusion – *Vehicle*s in Buildings**

This Section excludes ***Damage*** resulting from theft or attempted theft from any unattended ***Vehicle*** during the hours from 9pm until collected by ***Your*** driver unless such ***Vehicle*** is garaged in a securely locked building of substantial construction.

C **Unattended *Vehicle* Theft Exclusion**

This Section excludes ***Damage*** resulting from theft or attempted theft from any unattended ***Vehicle***.

D **Alarm Clause –*Vehicle*s**

This Section excludes ***Damage*** resulting from theft or attempted theft from any unattended ***Vehicle*** unless the alarm system approved by ***Us*** is

1) put into operation and all alarm keys removed

and

2) maintained in accordance with the terms and conditions of the installing company's agreement.

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Asset Protection Section 6 – Employee Dishonesty

Section Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Cheque
Cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a fixed amount which is shown on the document.

Cheque Fraud
Any act of ***Forgery*** or fraudulent alteration of, on or in any ***Cheque*** made or drawn by ***You*** against an account ***You*** hold with a financial institution located within the ***Territorial Limits*** to pay a specified third party or purporting to have been made or drawn as set out above.

Computer Fraud
The intentional taking of ***Insured Property*** by fraudulent use of computer hardware, systems, software or program operated by ***You***.

Discovery Period
The period within 24 months of the act.

Electronic Instructions
Electronic instructions issued from a terminal or computer on ***Your*** premises to a bank or financial institution at which ***You*** hold an account directing them to make a payment for a fixed amount from ***Your*** account to the account of a third party.

Employee
1) A ***Member of Staff***.
2) Any person while working under ***Your*** control in connection with ***The Business*** who is
   a) under a work experience or training scheme
   b) working exclusively for ***You*** and for no other party under a contract for services as a consultant having previously been employed by ***You***
   c) supplied to ***You*** by any agency furnishing temporary personnel on a temporary or contingent basis.
3) Any person included in 1) or 2) above for a period not exceeding thirty days immediately following the termination of such person's services.

Facsimile Instructions
Instructions sent from a facsimile or other machine which scans a document, sends it electronically over a telephone or other telecommunications network so that a facsimile can be printed on receipt, to a bank or financial institution at which ***You*** hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from ***Your*** account to the account of a third party.

Forgery/Fraud
The signing of the name of one person by another person with the intent to deceive but not
1) the signing of a person's name signed by that person with or without authority in any capacity for any purpose, or
2) genuinely signed instruments which are false as to Contents.

Funds Transfer Fraud
Electronic Instructions, ***Facsimile Instructions***, ***Telephone Instructions*** or ***Written Instructions*** which purport to have been sent, issued, given or transmitted by ***You*** but were in fact fraudulently sent, issued, given or transmitted by someone else without ***Your*** knowledge or consent.

Improper Gain
Improper financial benefit.
1) to the ***Employee***, or
2) to any other person or organisation intended by that ***Employee*** to receive such benefit.

Salaries, commission, fees or other benefits earned or paid in the normal course of employment or service are not improper financial benefits.

In Collusion
Where two or more people are involved or implicated together or where they assist each other materially.

Inadvertent Breach
Any failure by an ***Employee*** to comply with any part of ***Your Procedures*** which was without ***Your*** knowledge or consent or the knowledge or consent of any of ***Your Principal***s or other officers but only if ***You*** can conclusively demonstrate that ***You***
1) had communicated the relevant ***Procedures*** in writing to all ***Employee***s in ***Roles With Responsibility***, and
2) instructed all ***Employee***s in ***Roles With Responsibility*** of their duty to comply

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with and ensure compliance with ***Your Procedures***.

Insured Party
You and the entities detailed in Clause 7 and any other entities as shown on ***The Schedule***.

Insured Property
Money or other property
1) belonging to ***You***, or
2) owned by another for which ***You***
   a) have taken physical control, and
   b) are legally responsible.

Member of Staff
Any person under a full time, part time or temporary contract of service or apprenticeship with ***You*** in the ordinary course of ***Your*** business and whom ***You*** remunerate by salary, wages or commissions and have the right to govern and direct in the performance of such service.

One Claim
All loss or losses caused by an ***Employee*** or any other person or in which the ***Employee*** or other person is acting ***In Collusion*** either resulting from a single act, event or occurrence or any number of acts, events or occurrences irrespective of when they occur and who suffers the loss.

Principal
Any person who is an owner, partner, director or trustee who is not also a ***Member of Staff*** in some other capacity.

Procedures
The Controls and ***References Procedures***.

Reference Date
The earlier of
1) the commencement date of the ***Section Period*** or
2) the commencement date of any previous section, Policy or cover issued by ***Us*** and in respect of which Extension C, Interlocking Clause, is in force.

References
Written or fully documented verbal references obtained directly from 1) to 4) below in respect of Members of Staff engaged on or after the ***Reference Date*** and for the period of 2 years immediately preceding the commencement of employment of the ***Member of Staff*** with ***You***

1) previous employers in respect of any period(s) of employment confirming the dates and honesty of the ***Member of Staff***
   Where the previous employer is no longer trading ***We*** will accept confirmation of the dates of employment from the administrator, liquidator or equivalent as a reference.

   If this is unavailable ***We*** will accept a copy of some form of independent evidence of the dates of employment (e.g. payslips, P60) which may be received directly from the ***Member of Staff***. Where the previous employer is HM Forces ***We*** will accept as a reference a copy taken by ***You*** of the original discharge papers received from the ***Member of Staff*** showing the dates of service.

2) the accountant or solicitor or a professional person with relevant knowledge in respect of any period(s) of self employment confirming the dates and honesty of the ***Member of Staff***

3) the school, college etc. in respect of any period(s) of full-time education confirming the dates and not indicating dishonesty by the ***Member of Staff***

4) the Job Centre or equivalent in respect of any period(s) of unemployment of the ***Member of Staff*** including confirmation of the dates.

References Procedures
Your procedures to obtain ***References***.

Role with Responsibility
Any role to which any of the following applies
a) that involves handling ***Money***, payments, orders, statements of account or ***Stock***
b) that involves having update and amendment access to accounting and ***Stock*** recording systems
c) in ***Your*** accounts, information technology, information systems or computer departments
d) with a supervisory, management or directorial content.

Role without Responsibility
Any role which is not a ***Role with Responsibility***.

Satisfactory References
For a ***Reference*** to be satisfactory

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1) ***You*** must obtain it directly from the referee unless stated to the contrary in this Section

2) ***You*** must specifically request from any previous employer confirmation of the honesty of the ***Member of Staff*** and should follow up any reference if honesty is ignored in the response. If, in the original response or in the follow up, the referee states that, in general, they do not provide references in respect of former ***Employee***s ***We*** will consider the response to be a ***Reference*** for the purposes of this Section provided that the refusal to comment on honesty is not obviously particular to the individual and the ***Reference*** confirms the period of employment involved.

For ***References*** in respect of a particular ***Member of Staff*** to be satisfactory

1) in total they should cover at least the period of 2 years immediately preceding the commencement of employment of the ***Member of Staff*** with ***You***. If Extension C, Interlocking Clause applies, the period involved will be as specified in the prior insurance

2) the maximum acceptable period between two consecutive ***References*** without a further ***Reference*** for the gap should be 28 days. If ***You*** cannot obtain a ***Reference*** for any period ***You*** must obtain evidence of what the ***Member of Staff*** was doing which must not indicate dishonesty.

3) Where a new ***Member of Staff*** is returning to work after an extended period without employment ***You*** should obtain a personal ***Reference*** from a person, unrelated to the ***Member of Staff***. The ***Reference*** should confirm that the referee is not related, the period involved, any other circumstances and the honesty of the ***Member of Staff***.

Section Period
In respect of the cover or any applicable extension, the entire period during which the cover or extension remains in force, from its inception to its ***Termination Date*** irrespective of the number of years or ***Period of Insurance*** involved.

Subsidiary Company
Any company or other entity which ***You*** own more than fifty per-cent of and over which ***You*** retain management control.

Telephone Instructions
Person to person verbal instructions over a telephone or telecommunications network made to a bank or financial institution at which ***You*** hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from ***Your*** account to the account of a third party.

Termination Date
The date upon which cover ceases under this Section or in respect of any part of the cover the earlier date upon which cover ceases for that part.

The Controls

1) Audit
Independent professional accountants, or auditors must examine ***Your*** accounts, and those of each ***Subsidiary Company*** and other ***Insured Party***, at least every twelve months.

2) *Cheque* Issue
In respect of this item of ***The Controls*** the definition of ***Cheque*** is extended to include other instruments for the operation of ***Your*** bank accounts

a) ***Cheques*** will only be signed after they have been fully completed
b) Unless signed by a ***Principal*** all manually prepared ***Cheques*** with a value over £5,000 will be signed by at least two authorised signatories
c) If ***Cheques*** are prepared and signed by computer or machine
   i) dual control will be exercised over the operation
   ii) at least one further manual signature will be applied where the value of the ***Cheque*** exceeds £25,000
   iii) supporting documentation will be examined and authorised prior to signing by computer or machine
d) All signatories, including ***Principal***s, will examine the supporting documentation against the ***Cheque*** prior to signing.

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Asset Protection Section 6 – Employee Dishonesty

3) Wage-roll

The cost of the payroll will be examined at least quarterly by a ***Principal*** or ***Employee,*** other than the ***Employee*** responsible for payroll, to check that the total amount drawn is correct and that there are no past or fictitious ***Employee***s included.

4) *Money* Received and Banking

a) Any ***Employee*** who receives or collects ***Money*** and/or ***Cheques*** in the course of their duties away from ***Your*** premises will be required to remit them to ***You*** at least every week

b) All ***Money*** and ***Cheques*** received by ***Employee***s at ***Your*** premises, including that remitted in a) above, will be banked at least twice every week.

5) Debtors

a) Where ***You*** allow credit, statements of account will be issued at least monthly. If the issue of statements involves any ***Employees*** who receive payments then all accounts including all suppressed and suspense accounts will be reviewed by a ***Principal*** or by any ***Employee*** not responsible for issuing statements and who does not receive payments, at least quarterly.

b) Management action will be taken before an account becomes three months overdue.

6) Reconciliation

All cash book entries will be checked by a ***Principal*** or ***Employee***, other than the ***Employee*** responsible for the cash book, at least monthly against bank statements, receipts and other supporting documentation and the balance tested against cash and un-presented ***Cheques***.

7) Cash balances, Floats and Petty Cash

The amount of cash balances, floats and petty cash will be laid down and will be subject to a physical check against supporting documents by a ***Principal*** or ***Employee,*** other than the ***Employee*** responsible for cash balances, floats and petty cash, at least every month.

8) *Stock* Control

All ***Stock*** including any raw materials and work in progress, will be subject to at least an annual physical check against verified ***Stock*** records by a ***Principal***. or ***Employee,*** other than the ***Employee*** responsible for ***Stock*** control.

9) Purchases

In respect of purchases with a value of over £1,000, of machinery, equipment, goods, materials, services, contracts and sub-contracts, no one ***Employee*** will be able to perform the following three stages on their own (i) order, (ii) certificate receipt or completion and (iii) authorise payment.

10) Computer Security

a) All update and amendment access to computer systems and programs containing accounting, ***Stock*** and other valuable records will be protected by passwords. Passwords will be chosen by and confidential to the user and will be changed at least every 90 days.

b) If ***You*** allow dial-up, internet or other external access to ***Your*** computer systems ***You*** will protect them with firewalls and anti-virus software which ***You*** will update regularly.

11) Fund Transfer Controls

a) Written instructions to transfer funds will be signed in accordance with the ***Cheque*** issue limits and procedures above

b) In respect of funds transfers involving ***Electronic Instructions***

i) at least dual control will be imposed to ensure that no one ***Employee*** can complete a funds transfer payment from beginning to end.

ii) all ***Employee***s involved will require unique passwords to access the terminal, computer or system. Passwords will be chosen by and confidential to the user and will be changed at least every 30 days.

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iii) password resets will be carried out by an ***Employee*** who does not have access to or other involvement in the funds transfer process.

c) In respect of all ***Telephone Instructions*** and ***Facsimile Instructions*** the bank or financial institution will be instructed to telephone a ***Principal*** or ***Employee*** other than the person who sent, issued, gave or transmitted, or purported to send, issue, give or transmit, the instructions to check that they are valid prior to transferring the funds

d) In all cases the banks will be required to confirm funds transfers in writing within 24 hours of the transfer. The confirmation should be checked against the source documentation within 48 hours of receipt and independently of any ***Employee*** involved in the payment process

e) ***You*** will comply with all process and security controls agreed with the bank or other financial institution, through which ***Your*** transfers are made.

Written Instructions
Original written instructions signed in accordance with ***Your*** appropriate bank mandate issued to a bank or financial institution at which ***You*** hold an account directing them to make a payment using an electronic fund transfer system for a fixed amount from ***Your*** account to the account of a third party including instructions to make one payment, payments at specified intervals or under specified conditions.

Cover

We will indemnify ***You*** in respect of

1) loss of ***Insured Property*** which ***You***

a) sustain during the ***Period of Insurance***, and

b) discover prior to the expiry of the ***Discovery Period***

Solely and directly as a result of one or more acts of fraud or dishonesty committed by an ***Employee*** alone or acting ***In Collusion*** with the intent to obtain ***Improper Gain*** and cause ***You*** to sustain the loss

2) investigation costs, solely to substantiate the amount of any claim ***You*** make, which are incurred with ***Our*** written consent, including professional fees, but not salaries, wages or any similar expenditure.

3) the cost of reinstatement of electronic ***Data*** with ***Our*** written consistent if such ***Data*** was destroyed, erased or stolen during the execution of a valid claim in respect of which payment has been made or agreed.

The maximum amount ***We*** will pay in the event of a claim is shown under Clause 1 ***Our*** Liability.

The amount of any payment will be determined in accordance with Clause 15 Basis of Settlement.

Exclusions

The following Exclusions apply in addition to the Policy Exclusions.

We will not indemnify ***You*** in respect of

1) The ***Excess***

2) loss caused by any ***Employee*** or in which any ***Employee*** is acting ***In Collusion***

a) who ***You*** do not have the right to supervise and direct

b) subsequent to discovery by ***You*** of actual or suspected dishonesty by that ***Employee***

c) whose normal place of employment or service is outside the ***Territorial Limits***

d) who ***You*** are unable to identify by name

e) who at the time of the loss legally or beneficially controls more than 5% of ***Your*** share or other capital

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3) loss

a) caused by any ***Principal*** or in which any ***Principal*** is acting ***In Collusion***

b) sustained outside the ***Territorial Limits***

c) the proof of which is dependent upon an inventory calculation or profit and loss calculation alone

d) of a consequential nature including but not limited to loss of potential income interest and dividends and additional expenditure based on incorrect figures and reports

e) sustained as a result of or involving actual or threatened extortion

f) sustained by any associated company or joint venture unless shown on ***The Schedule***

4) penalties and fines

5) malicious damage including computer viruses, worms, Trojan horses and the information, trade secrets, confidential processing methods, intellectual property or other confidential information of any kind

6) loss resulting from or in connection with any automatic teller or cash-point machine at any of ***Your*** premises or for which ***You*** have any responsibility

7) any loss or consequence directly or indirectly caused by, contributed to by or arising from:

a) ***Terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or consequence

b) any action taken in controlling, preventing, suppressing or in any way relating to ***Terrorism***.

In any action, suit or other proceedings, where ***We*** allege that by reason of the provisions of this exclusion any loss or consequence is not covered under this Section, the burden of proving that such loss or consequence is covered under this Section will be upon ***You***.

Clauses

The following Clauses apply to this Section and any Extension applicable.

1) *Our* Liability

a) ***Our*** maximum liability in respect of ***One Claim***, including any investigation fees and any costs of reinstatement of ***Data***, is the Limit of Indemnity shown on ***The Schedule***

b) ***Our*** liability applies in excess of the total amount of all ***Excesses*** applicable to any claim

c) ***Our*** maximum liability in respect of Cover Item 2), investigation costs, is 10% of the total payment otherwise agreed under a claim subject to a maximum of £50,000.

2) Non-Accumulation of Liability

a) ***Our*** maximum liability in respect of any ***One Claim*** will be the Limit of Indemnity applicable to that claim no matter how many **Periods of Insurance** are involved. ***Our*** liability will not be cumulative across different ***Periods of Insurance***.

b) If this Section replaces any section, Policy, insurance, indemnity or bond and/or is replaced by any section, Policy, insurance, indemnity or bond

i) the maximum liability of all insurers involved in respect of ***One Claim*** will be the Limit of Indemnity applicable to that claim and no matter how many ***Periods of Insurance*** or insurers are involved. The liability of all insurers will not be cumulative across different ***Periods of Insurance*** or from insurer to insurer.

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ii) insured losses forming part of any claim will be apportioned to the appropriate insurer so that the earliest loss sustained is paid first and then losses will be settled in date order until the limit applicable to the claim is reached.

3) Application of the *Excess*

a) The ***Excess*** will apply to each claim under this Section

b) if any claim for losses that would have formed ***One Claim*** under this Section, had it been in force for the entire period of the losses, is partly recoverable under this Section and partly recoverable under any prior insurance and the prior insurance contains an excess The ***Excess*** applicable under this Section will be reduced by the amount of the excess applied to losses under the prior insurance, but only if,

i) payment has been made or agreed under the prior insurance

ii) the reduction will not exceed the amount of the ***Excess*** under this Section.

4) Changes to Limit of Indemnity and *Excess*

Any increase or reduction in either the Limit of Indemnity or the ***Excess*** will apply to all losses sustained after the effective date of the increase or reduction.

The date of any reduction in the Limit of Indemnity will be the ***Termination Date*** in respect of the amount by which the Limit of Indemnity is reduced.

5) *References* for Members of Staff

a) ***You*** will be required to produce ***Satisfactory References*** for all ***Members of Staff*** involved in any loss whose employment with ***You*** commenced on or after the ***Reference Date***.

b) if, in the event of a claim, ***You*** are unable to produce ***Satisfactory References*** for a ***Member of Staff*** or every ***Member of Staff*** acting ***In Collusion Our*** maximum liability will be the lowest of

i) 10% of the Limit of Indemnity shown on ***The Schedule***

ii) 10% of any lower limit applicable to the claim

iii) £50,000

c) If after 2 years employment with ***You*** in a ***Role Without Responsibility*** a ***Member Of Staff*** is transferred or promoted to a ***Role With Responsibility*** Clause 5b above will not apply and ***You*** will have the benefit of the Limit of Indemnity otherwise applicable in respect of that ***Member of Staff***, but only if

i) ***You*** were not aware of any dishonest act by that ***Member of Staff*** at any time prior to the transfer or promotion, and

ii) any ***References*** obtained at the time of Employment are produced in the event of a claim and did not contain any evidence or indication of dishonesty

If in the event of a claim losses are discovered that predate the promotion or transfer, Clause 5b will apply in respect of any such losses

d) If ***You*** did not obtain a ***Reference*** when ***You*** first employed a ***Member of Staff We*** will allow ***You*** to obtain them in respect of any ***Member of Staff*** after the discovery of a loss but only if ***You*** can conclusively demonstrate that

i) ***Your*** failure to obtain ***References*** was an ***Inadvertent Breach***, and

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ii) ***You*** would normally have obtained ***References*** for a ***Member of Staff*** in this type of role or at a similar level of responsibility.

iii) The reference is satisfactory

6) Compliance with The Controls

a) ***We*** will not indemnify ***You*** if ***You*** have not complied with and operated any one or more of ***The Controls*** which are material to any part of that claim unless ***You*** can conclusively demonstrate that this non-compliance was an ***Inadvertent Breach*** of ***The Controls***.

b) If ***We*** pay or agree to pay any claim or part of any claim where ***You*** did not comply with or operate ***The Controls*** the amount of the ***Excess*** applicable to that claim will be increased by £5,000.

7) Other Parties having the benefit of Cover

We will indemnify ***You*** under this Section against loss sustained by any

a) ***Subsidiary Company*** but only if it complies with all other terms and conditions of this Section and this Policy, and

i) is shown on ***The Schedule***,

or

ii) ***Your*** details, provided to enable ***Us*** to assess the risk, include details in respect of all Subsidiary Companies.

The ***Employees*** of any ***Subsidiary Company*** will be deemed to be ***Your Employee*** and ***You*** will be responsible for ensuring compliance with all such terms and conditions.

b) Pension Fund for which ***You*** are sponsoring employer but only

i) if the fund complies with all other terms and conditions of this Section and this Policy, and

ii) in respect of losses sustained as a result of the act or acts of ***Your Employee***s while working in connection with the fund and either under ***Your*** control or under the control of the trustees.

8) Section Replaces Previous Cover with *Us*

If this Section replaces any previous section, Policy or cover issued by ***Us***

a) the indemnity given by this Section will be in continuation of and not in addition to the indemnity given by the previous section, Policy or cover.

b) Provided Extension C, Interlocking Clause, is applicable under this Policy all indemnity given to ***You*** by such previous section, Policy or cover is cancelled, including any period for the discovery of claims and the Interlocking Clause under this Section will apply in respect of all losses discovered on or after the commencement date of the ***Section Period***.

9) This Section Replaced by Cover With *Us*

If this Section is replaced by a section, Policy or cover issued by ***Us*** to which an Interlocking Clause or similar applies, the ***Discovery Period*** under this Section will not apply and all indemnity given to ***You*** will be under the replacement section, Policy or cover for all losses discovered on or after the date of replacement.

10) Clarification of *You* /*Your* /*The Policyholder*

However ***You*** are shown on ***The Schedule*** all Insured Parties will be treated as a whole, are a single insured and the individual, company, organisation or other entity whose name appears first on ***The Schedule*** will act for all Insured Parties whether they are named on ***The Schedule*** or not.

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11) Knowledge Possessed

Knowledge possessed by any ***Principal***, director, partner, trustee or other officer of any ***Insured Party*** will constitute knowledge possessed by ***You***.

12) Multiple Insured Parties Involved

a) ***Our*** aggregate liability for loss or losses sustained by one or more ***Insured Party*** will not exceed the amount for which ***We*** would be liable if all losses had been sustained by one of them

b) ***We*** will not indemnify ***You*** for loss sustained by one or more ***Insured Party*** to the advantage of any other ***Insured Party***.

13) Recoveries

If any amounts are recovered they will be distributed first to cover the costs of recovery then to ***You*** for the amount of ***Your*** Loss in excess of the Limit of Indemnity then to ***Us*** for the amount paid under the claim and then to ***You*** for the amount of The ***Excess***.

14) *Employee*s Property

All ***Money***, wages, salaries, bonds, deposits and other property in ***Your*** possession belonging to or owing to or in respect of an ***Employee*** who is the subject of a claim, including any amounts already recovered in respect of the claim must be deducted from the amount of ***Your*** claim.

15) Basis of Settlement

We will not indemnify ***You*** for more than

a) the lesser of

i) the market value of securities on the business day immediately preceding the day on which the loss is discovered

ii) the cost of replacing the securities

b) the equivalent in UK currency (currently pounds sterling) of any other currency calculated at the rate of exchange applicable on the date of settlement. All payments hereunder will be in the currency normally used by ***Us*** in respect of ***Our*** business in the UK

c) the cost of labour for the transcription or copying of electronic ***Data***, which ***You*** will provide, in order to reinstate such ***Data***

d) in respect of loss of other ***Insured Property*** the lesser of

i) the value at the date of the loss

ii) the cost of repairing or replacing ***The Policyholders*** Property with property of a similar quality and value.

16) Claims Procedure

a) Paragraph b) of Policy Condition 5 will not apply to losses sustained under this Section

b) A written claim as specified in paragraph c) of Policy Condition 5 will always be required and ***We*** will not be liable unless ***You*** additionally

i) include the name and address of every ***Employee***, and

ii) include all ***References*** obtained in respect of every ***Member of Staff***, and

iii) make available to ***Us*** for inspection the personnel or human resources file of every ***Employee***

involved or whom ***You*** accuse of involvement in any loss whether acting alone or acting ***In Collusion***.

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Asset Protection Section 6 – Employee Dishonesty

Extensions

The following extensions only apply if the letter stated against them is shown on ***The Schedule***

A **Third Party Computer and *Funds Transfer Fraud***

We will indemnify ***You*** in respect of loss of ***Insured Property***, which ***You***

1) sustain after the effective date of this Extension and during the ***Section Period***, and
2) discover prior to the expiry of the ***Discovery Period***

Solely and directly as a result of ***Computer Fraud*** or ***Funds Transfer Fraud***.

Clauses to Extension A

The following Clauses apply to this Extension in addition to the Policy and Section Clauses and Conditions.

1) ***Our*** **Liability - Aggregate**

The total aggregate amount ***We*** will pay in respect of all losses or claims first discovered within any ***Period of Insurance*** will not exceed the Limit of Indemnity

The ***Discovery Period*** will form part of the final ***Period of Insurance***, immediately preceding the ***Termination Date***, solely for the purposes of calculating the aggregate Limit of Indemnity to apply.

2) **Minimum *Excess***

The ***Excess*** applicable to each claim under Extension A will be the ***Excess*** shown on ***The Schedule*** or £5,000, whichever is the higher.

Exclusions to Extension A

The following Exclusions apply to this Extension in addition to the Policy and Section Exclusions.

We will not indemnify ***You*** in respect of

1) loss caused by any ***Employee*** or ***Principal*** alone or in which any ***Employee*** or ***Principal*** is acting ***In Collusion***

2) loss caused by any contractor or agent or other third party alone or acting ***In Collusion*** granted access to computer hardware, systems, software or program operated by ***You***

3) loss of computer time or use.

B ***Cheque Fraud***

We will indemnify ***You*** in respect of

1) loss which ***You***

   a) sustain after the effective date of this Extension and during the ***Period of Insurance***, and

   b) discover prior to the expiry of the ***Discovery Period***

   solely and directly as a result of ***Cheque Fraud***

2) legal fees, costs and expenses incurred by ***You*** with ***Our*** written consent in defence of any proceedings brought to enforce payment as a result of ***Your*** refusal to pay or honour any ***Cheque*** on the basis that it is Forged or fraudulently altered.

Clauses to Extension B

The following Clauses apply to the Extension in addition to the Policy and Section Clauses and Conditions.

1) ***Our*** **Liability - Aggregate**

The total aggregate amount ***We*** will pay in respect of all losses or claims first discovered within any ***Period of Insurance*** will not exceed the Limit of Indemnity

The ***Discovery Period*** will form part of the final ***Period of Insurance***, immediately preceding the ***Termination Date***, solely for

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the purposes of calculating the aggregate Limit of Indemnity to apply.

2) Minimum *Excess*

The ***Excess*** applicable to each claim under Extension B will be the ***Excess*** shown on ***The Schedule*** or £5,000, whichever is the higher.

3) Facsimile Signatures

Mechanically reproduced facsimile signatures will be treated exactly as if they were hand-written signatures.

Exclusions to Extension B

The following Exclusion applies to this Extension in addition to the Policy and Section Exclusions.

We will not indemnify ***You*** in respect of

1) loss caused by any ***Employee*** or ***Principal*** alone or in which any ***Employee*** or ***Principal*** is acting ***In Collusion***

C Interlocking Clause (Cover for losses Prior to Inception)

We will indemnify ***You*** in respect of loss sustained prior to the commencement of the ***Period of Insurance***.

Clauses to Extension C

The following Clauses apply to this Extension in addition to the Policy and Section Clauses and Conditions.

1) Cover Applicable

We will indemnify ***You*** for the lesser amount that would have been recoverable under

a) any prior insurance for which this Section is issued in substitution with all its terms, conditions and limitations as they applied at the date of the loss, and

b) this Section with all its terms, conditions and limitations as they apply at the date of discovery of the loss had it been in force at the date of the loss.

2) Prior Wording

We will not indemnify ***You*** under this Extension unless ***You*** are able to produce full details of the prior insurance including a copy of the Policy wording and schedules and evidence of all checks, controls, minimum standards, system of checks and supervision or similar applicable at the time of any loss.

3) *Our* Maximum Liability

If losses forming ***One Claim*** occur during the periods of both the prior insurance and this Section the maximum amount payable will be the Limit of Indemnity.

4) Application of *Excess*

The ***Excess*** applicable to each claim under Extension C will be the higher of the ***Excess*** shown on ***The Schedule*** or any excess or similar deduction for the first part of any claim or loss under the prior insurance.

5) Period for Discovery in Prior Insurance

We will indemnify ***You*** under this Extension only if the loss is discovered after the expiry of any period allowed for discovery under the prior insurance.

6) *References*

In respect of a ***Member of Staff*** whose employment with ***You*** began prior to the commencement of the ***Period of Insurance***

a) ***You*** will produce to ***Us*** all references ***You*** were required to obtain under the prior insurance in force when such employment began, and

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b) if under such prior insurance ***You*** are only required to retain ***References*** for a period of time the ***Reference Date*** will be that date which is such period of time before the commencement date of the ***Section Period***.

7) Continuous Cover

We will indemnify ***You*** under this Extension only if the insurance for which this Section is issued in substitution remained continuously in force from the date of any act, event or occurrence that resulted in the loss until the commencement of the ***Section Period***.

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Revenue Protection Section 7 – Business interruption

Section Definitions

(Also refer to the Policy Definitions at the front of this Policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Gross Profit

a) The combined value of the ***Turnover***, closing ***Stock*** and work in progress

less

b) the combined value of opening ***Stock*** and work in progress and ***Uninsured Working Expenses***.

The values of opening and closing ***Stocks*** and work in progress will

i) be calculated using ***Your*** usual accounting methods

ii) make due provision for depreciation.

Increase in Cost of Working

The additional expenditure incurred for the sole purpose of avoiding or diminishing the reduction in ***Turnover*** which but for that expenditure would have taken place during the ***Indemnity Period***

Indemnity Period

The period during which ***The Business*** results are affected due to the ***Damage***, beginning with the date of the ***Damage*** and ending at the expiry of the ***Maximum Indemnity Period***.

Maximum Indemnity Period

The number of months stated in ***The Schedule***, unless amended in any extension.

Rate of Gross Profit

Gross Profit earned on and expressed as a percentage of ***Turnover***, during the financial year immediately before the date of the ***Damage***.

Rent Receivable

The money paid or payable to ***You*** for accommodation and services provided as landlord at ***The Premises***.

Annual Turnover

The ***Turnover*** during the 12 months immediately before the date of the ***Damage***.

Standard Turnover

The ***Turnover*** during that period in the 12 months immediately before the date of the ***Damage*** which corresponds with the ***Indemnity Period***.

Rate of Gross Profit, ***Annual Turnover*** and ***Standard Turnover*** may be adjusted to reflect any trends or circumstances which

i) affect ***The Business*** before or after the ***Damage***

ii) would have affected ***The Business*** had the ***Damage*** not occurred.

The adjusted figures will represent as near as possible the results which would have been achieved during the same period had the ***Damage*** not occurred.

Turnover

The money paid or payable to ***You*** for

a) goods sold and delivered

b) services provided

in course of ***The Business*** at ***The Premises***.

Uninsured Working Expenses

a) Purchases (less any discounts received)

b) discounts allowed

and

c) bad debts.

The words and expressions used in this definition will have the meaning usually attached to them in ***Your*** books and accounts.

Notes

1 All terms in this Section exclude Value Added Tax to the extent that ***You*** are accountable to the Tax Authorities for Value Added Tax.

2 Any adjustment made for current cost accounting will be ignored.

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Revenue Protection Section 7 – Business interruption

Basis of Settlement
The insurance on the ***Gross Profit*** Item shown on ***The Schedule*** is limited to loss due to

a) reduction in ***Turnover***
and
b) ***Increase In Cost Of Working***.

We will pay

i) in respect of reduction in ***Turnover*** the sum produced by applying the ***Rate of Gross Profit*** to the amount by which due to the ***Damage***, the ***Standard Turnover*** exceeds the ***Turnover*** during the ***Indemnity Period***

ii) in respect of ***Increase In Cost Of Working*** any additional expense ***You*** necessarily incur solely to prevent or limit a reduction in ***Turnover*** during the ***Indemnity Period*** which but for such additional expenses would have taken place due to the ***Damage***. ***We*** will not pay more than the amount produced by applying the ***Rate of Gross Profit*** to the reduction in ***Turnover*** avoided by the expenditure less any savings during the ***Indemnity Period*** in business charges or expenses, payable out of ***Gross Profit***, which reduce or cease due to the ***Damage***.

In respect of the ***Increase In Cost Of Working*** Item as shown on ***The Schedule***

We will pay ***Your*** additional expenditure which has been reasonably and necessarily incurred, as a result of the ***Damage*** to property used by ***You***, to continue ***The Business*** during the ***Indemnity Period***.

The maximum amount ***We*** will pay will not exceed the sum insured shown on ***The Schedule***

Cover

We will indemnify ***You*** as detailed in the Basis of Settlement in respect of any interruption or interference with ***The Business*** as a result of ***Damage*** occurring during the ***Period of Insurance*** at ***The Premises.***

The maximum ***We*** will pay in respect of any one claim is

a) for any Item, the Sum Insured or Limit of Liability shown on ***The Schedule***

b) in aggregate, the total Sum Insured.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this Policy booklet).

1. Claims Procedures

If in relation to any claim ***You*** have failed to comply with the following Claims Procedures ***You*** will lose ***Your*** right to indemnity under this Section.

You must

a) take any action reasonably practicable to minimise any interruption of or interference with ***The Business*** or to avoid or minimise any ***Damage***

b) at ***Your*** expense, provide ***Us*** with

i) a written claim

and

ii) details of other insurances covering the ***Damage*** within 30 days after the expiry of the ***Indemnity Period*** or such further time that ***We*** may allow

iii) books, records and documents ***We*** require to assess ***Your*** claim

c) repay ***Us***, any payment on account ***We*** have already made, if ***You*** fail to comply with this condition.

2. Property Cover

We will indemnify ***You*** in respect of any ***Damage*** insured by this Section provided

a) there is in force at the time of the ***Damage***, an insurance policy covering ***Your*** interest in the property at ***The Premises*** for the ***Damage***

and

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b) i) payment has been made or liability admitted for such ***Damage***

or

ii) payment would have been made or liability would have been admitted for such ***Damage*** but for the exclusion of losses below a stated amount in such insurance policy.

Exclusions

The following exclusions apply to this Section.

(Also refer to the Policy Exclusions at the back of this Policy booklet).

We will not indemnify ***You*** in respect of

1) ***Damage*** caused by ***Pollution or Contamination***.

We will indemnify ***You*** in respect of loss resulting from ***Damage***, unless otherwise excluded, caused by

a) ***Pollution or Contamination*** at ***The Premises*** which itself results from ***Damage***

b) any ***Damage*** which itself results from ***Pollution or Contamination***.

2) any loss, destruction or damage directly or indirectly caused by, contributed to by or arising from:

a) ***Terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

b) any action taken in controlling, preventing, suppressing or in any way relating to ***Terrorism***.

In any action, suit or other proceedings, where ***We*** allege that by reason of the provisions of this exclusion any loss, destruction or damage is not covered under this Section, the burden of proving that such loss, destruction or damage is covered under this Section will be upon ***You***.

Clauses

All of the following clauses apply to the Revenue Protection Section 7 – Business interruption Section of this Policy

A Salvage Sale Clause

If following ***Damage***, giving rise to a claim under this Section, ***You*** hold a salvage sale during the ***Indemnity Period***, Paragraph a) of The Basis of Settlement in respect of ***Gross Profit*** is amended so that ***We*** will indemnify ***You*** in respect of reduction in ***Turnover*** the sum produced by applying the ***Rate of Gross Profit*** to the amount by which, due to ***Damage*** the ***Standard Turnover*** exceeds the ***Turnover*** during the ***Indemnity Period*** (less the ***Turnover*** for the period of the salvage sale) from which sum shall be deducted the ***Gross Profit*** actually earned during the period of the salvage sale.

It is a condition of this clause that a salvage sale must not take place until ***We*** and the police (if appropriate) have given ***You*** confirmation that the property can be disposed of

B Departmental Clause

If ***You*** conduct ***The Business*** in departments and independent trading results are obtainable, the Basis of Settlement of the ***Gross Profit*** item will apply separately to each department affected by the ***Damage***.

If the Sum Insured by such item is less than the total of all the sums produced by applying the ***Rate of Gross Profit*** for each department of ***The Business*** (affected by the ***Damage*** or not) to its relative ***Annual Turnover*** (proportionately increased where the ***Maximum Indemnity Period*** exceeds 12 months), ***You*** will be ***Your*** own insurer for the difference and bear a rateable share of the loss.

C Subrogation Rights Waiver Clause

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

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1) any company whose relationship to ***You*** is either a parent to subsidiary or subsidiary to parent

2) any company which is a subsidiary of a parent company of which ***You*** are a subsidiary

as defined in, or within the meaning of the relevant Companies Act or Companies (Northern Ireland) Order, current at the time of the ***Damage***.

D Payments on Account Clause

Claim payments on account may be made to ***You*** during the ***Indemnity Period***, if required.

E Rent Receivable

We will indemnify ***You*** for loss of ***Rent Receivable*** in respect of ***Damage*** to ***Property Insured*** at ***The Premises.***

We will calculate the loss of ***Rent Receivable*** as follows:

a) The amount by which ***Rent Receivable*** during the ***Indemnity Period*** shall in consequence of the ***Damage*** fall short of the amount that should have been received and

b) ***Increase in Cost of Working*** but not exceeding the reduction of ***Rent Receivable*** avoided

less any sum saved during the ***Indemnity Period*** in respect of the charges and expenses of ***The Business*** payable out of ***Rent Receivable*** as may cease or be reduced in consequence of the ***Damage.***

The maximum ***We*** will pay is the Sum Insured shown on ***The Schedule***.

F Additional Increased Cost of Working

Where ***Gross Profit*** is shown on the ***Schedule*** as insured ***We*** will indemnify ***You*** in respect of additional cost of working being the additional expenditure incurred due to the ***Damage*** to maintain ***The Business*** during the ***Indemnity Period*** which exceeds the amount recoverable in respect of ***Increase In Cost Of Working***, insured by the Item on ***Gross Profit***.

The maximum ***We*** will pay in respect of any one claim is £50,000

G Fines or *Damages*

We will indemnify ***You*** in respect of fines or damages for breach of contract, the sums ***You*** are legally liable to pay and will pay in discharge of fines or damages incurred solely due to the ***Damage*** for non-completion or late completion of orders.

The maximum ***We*** will pay in respect of any one claims is £50,000

H Alternative Premises

The ***Turnover*** during the ***Indemnity Period*** will include any ***Money*** paid or payable to ***You*** during the ***Indemnity Period*** for goods sold or services provided elsewhere than at ***The Premises***.

I Auditors and Professional Accountants

We will indemnify ***You*** in respect of ***Your*** auditors and professional accountants charges for

a) producing information ***We*** require for investigating any claim

and

b) confirming the information is in accordance with ***Your*** business books.

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

J Automatic Reinstatement

The Sums Insured as shown on ***The Schedule*** will not be reduced by the amount of any claim unless ***We*** or ***You*** give written notice to the contrary.

However, ***You*** must pay the additional premium required to reinstate the Sum Insured.

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Revenue Protection Section 7 – Business interruption

Extensions

The following extensions only apply to this Section if shown on ***The Schedule***.

Damage as insured by Item 1 ***Gross Profit*** of this Section is extended to include ***Damage***

1) at the undernoted premises or situations

or

2) to the undernoted property

which results in interruption or interference with ***The Business***.

A Specified Suppliers

The Premises of ***Your*** suppliers' as shown on ***The Schedule***.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

B Unspecified Suppliers

Any of ***Your*** suppliers' premises within the ***Territorial Limits***.

We will not indemnify ***You*** in respect of ***Damage*** at any premises of suppliers of electricity, gas, water or telecommunications services.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

C Specified Customers

The Premises of ***Your*** customers' as shown on ***The Schedule***.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

D Unspecified Customers

Any of ***Your*** Customers' premises within the ***Territorial Limits***.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

E Motor Vehicle Manufacturers

The Premises of the motor vehicle manufacturers as shown on ***The Schedule***.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

F Property Stored

Your property whilst stored in any premises within the ***Territorial Limits***.

We will not indemnify ***You*** in respect of

1) property stored in any premises ***You*** occupy
or
2) property stored in any premises ***You*** partially occupy.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

G Patterns

Your patterns, jigs, models, templates, moulds, dyes, tools, plans, drawings and designs including those for which ***You*** are responsible, while at any premises in the ***Territorial Limits*** of any

1) machine makers

2) engineers

3) founders

4) other metal workers.

We will not indemnify ***You*** in respect of ***Damage*** at

1) any premises ***You*** occupy

or

2) any premises ***You*** partially occupy.

Our Liability under this extension for any one occurrence will not exceed £50,000

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unless otherwise shown on ***The Schedule***

H Transit

Your property while in transit by

1) road

2) rail
3) inland waterway

all in the ***Territorial Limits***.

We will not indemnify ***You*** in respect of impact to or collision with the conveying

1) road or rail vehicles

2) waterborne craft.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

I Motor Vehicles

Motor vehicles belonging to ***You*** anywhere in the ***Territorial Limits*** but not in any premises ***You*** occupy.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

J Contract Sites

Any site within the ***Territorial Limits*** where ***You*** are carrying out a contract.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

K Exhibition Sites

Any site in the ***Territorial Limits***, where ***You*** are exhibiting in connection with ***The Business***.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

L Public Utilities – Electricity, Gas and Water

1) Any generating station or sub-station of ***Your*** electricity supplier.

2) Any land based premises of

a) ***Your*** gas supplier

and

b) Any natural gas producer directly linked to ***Your*** gas supplier

3) Any water works or pumping station of ***Your*** water supplier, in the ***Territorial Limits***.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

M Prevention of Access

Property in the vicinity of ***The Premises*** which hinders or prevents access to ***The Premises***.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

N Public Utilities - Telecommunications

Any land based premises of ***Your*** public telecommunications supplier, in the ***Territorial Limits***.

Our Liability under this extension for any one occurrence will not exceed £50,000 unless otherwise shown on ***The Schedule***

O Action by Police Authority

We will indemnify ***You*** in respect of loss resulting from interruption or interference with ***The Business*** as a result of prevention of access to ***The Premises*** by the Police Authority due to a danger or disturbance in the vicinity of ***The Premises***.

However, ***We*** will not indemnify ***You*** for any interruption or interference lasting less than 12 hours.

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The maximum ***We*** will pay under this extension is £100,000 or 10% of the Sum Insured as shown under Item 1 of ***The Schedule***, whichever is the lower, in respect of the total of all losses occurring during the ***Period of Insurance***, unless otherwise shown on ***The Schedule***.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this extension.

P Full Failure of Utilities – Electricity

We will indemnify ***You*** in respect of loss resulting from interruption or interference with ***The Business*** as a result of accidental failure of ***Your*** supply of electricity at the terminal ends of ***Your*** suppliers feed to ***The Premises***.

We will not indemnify ***You*** in respect of accidental failure

1) caused by the deliberate act of any supply authority
2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3) caused by industrial action
4) other than in the ***Territorial Limits***
5) lasting less than four hours.

The maximum amount payable shall not exceed the sum insured as shown under Item 1 of ***The Schedule***

Q Full Failure of Utilities – Gas

We will indemnify ***You*** in respect of loss resulting from interruption or interference with ***The Business*** as a result of accidental failure of ***Your*** supply of gas at the terminal ends of ***Your*** suppliers feed to ***The Premises***.

We will not indemnify ***You*** in respect of accidental failure

1) caused by the deliberate act of any supply authority
2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3) caused by industrial action
4) other than in the ***Territorial Limits***
5) lasting less than four hours.

The maximum amount payable shall not exceed the sum insured as shown under Item 1 of ***The Schedule***

R Full Failure of Utilities – Water

We will indemnify ***You*** in respect of loss resulting from interruption or interference with ***The Business*** as a result of accidental failure of ***Your*** supply of water at the terminal ends of ***Your*** suppliers feed to ***The Premises***.

We will not indemnify ***You*** in respect of accidental failure

1) caused by the deliberate act of any supply authority
2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3) caused by industrial action
4) caused by drought or other weather conditions unless equipment has been damaged
5) other than in the ***Territorial Limits***
6) lasting less than four hours.

The maximum amount payable shall not exceed the sum insured as shown under Item 1 of ***The Schedule***

S Full Failure of Utilities - Telecommunications

We will indemnify ***You*** in respect of loss resulting from interruption of or interference with ***The Business*** due to accidental failure of the public supply of the telecommunications services at the incoming line terminals or receivers at ***The Premises***.

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Revenue Protection Section 7 – Business interruption

We will not indemnify ***You*** in respect of any accidental failure

1) caused by the deliberate act of any supply authority

2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services

3) caused by industrial action

4) caused by atmospheric or weather conditions but this will not exclude accidental failure due to ***Damage*** to equipment caused by such conditions

5) other than in the ***Territorial Limits***

6) caused by the failure of any satellite

7) lasting less than 24 consecutive hours

8) caused by drought.

The maximum amount payable shall not exceed the sum insured as shown under item 1 of ***The Schedule***

T Notifiable Disease, Murder, Suicide, Food or Drink Poisoning

Definitions
The following definitions apply to extension T only.

Food or Drink Poisoning
The occurrence of an illness sustained by any person caused by food or drink poisoning.

Notifiable Disease
The occurrence of any of the following diseases sustained by any person:

Acute Encephalitis
Acute Poliomyelitis
Anthrax
Chicken Pox
Cholera
Diphtheria
Dysentery
Legionellosis
Legionnaires Disease
Leprosy
Leptospirosis
Malaria
Measles
Meningococcal Infection
Mumps
Paratyphoid Fever
Plague
Rabies
Rubella
Scarlet Fever
Tetanus
Tuberculosis
Typhoid Fever
Viral Hepatitis
Whooping Cough
Yellow Fever

Notifiable Disease at The Premises
a) ***Food or Drink Poisoning*** attributable to food or drink supplied from ***The Premises***
or
b) ***Notifiable Disease*** occurring at ***The Premises.***

Notifiable Disease in the Area
a) ***Food or Drink Poisoning***
or
b) ***Notifiable Disease***
occurring within a radius of 5 miles of ***The Premises***.

Harmful Organism
The discovery of an organism at ***The Premises*** likely to result in the occurrence of ***Food or Drink Poisoning*** or a ***Notifiable Disease***.

Vermin Pest and Defective Sanitation
a) The discovery of vermin or pests,
or
b) any accident causing defects in the drains or other sanitary arrangements, at ***The Premises*** which restricts the use of ***The Premises*** on the order or advice of the competent authority.

Murder or Suicide
Any occurrence of murder or suicide at ***The Premises***.

Cover

We will indemnify ***You*** in respect of loss resulting from interruption of or interference with ***The Business*** due to:

1) ***Notifiable Disease at The Premises***,

2) ***Harmful Organism***,

3) ***Notifiable Disease in the Area***, which restricts the use of ***The***

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Premises on the order or advice of the competent authority

4) ***Vermin Pest and Defective Sanitation***

5) ***Murder or Suicide***.

Maximum Indemnity Period
3 months

Maximum Amount Payable
The maximum ***We*** will pay in respect of the total of all losses occurring during the ***Period of Insurance*** under all or any of extension T is £100,000

Unless otherwise shown on ***The Schedule***.

The provisions of any Automatic Reinstatement Clause do not apply in respect of any of extension T.

Condition

The following condition applies to extension T.

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease ***You*** have failed to fulfil the following condition, ***You*** will lose ***Your*** right to indemnity or payment for that claim.
At ***The Premises You*** must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-71 76-1 772-6 or any supplementary, replacement or amending Code of Practice.

Exclusions to extension T

The following exclusions apply to extension T.

(Also refer to the Policy Exclusions at the back of this Policy booklet).

We will not indemnify ***You*** in respect of

a) costs incurred in cleaning, repair, replacement, recall or checking of property,

b) loss arising from premises other than those directly subject to the occurrence, discovery or accident,

Additional Contingency

The following Additional Contingency only applies to this Section if shown on ***The Schedule***.

A Subsidence

We will indemnify ***You*** in respect of ***Damage*** causing interruption or interference with ***The Business*** as a result of subsidence or ground heave of the site of ***The Premises*** or landslip.

We will only indemnify ***You*** in respect of ***Damage*** to

a) Forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios

b) walls, gates, hedges or fences

i) if such property is specifically insured by the Property Damage Section of this Policy and

and

ii) ***Damage*** also occurs to the building to which such property applies and that building is insured by the Property Damage Section of this Policy.

We will not indemnify ***You*** in respect of

1) ***Damage*** caused by

a) collapse, cracking, shrinking or settlement of any building

b) coastal or river erosion

c) defective design or inadequate construction of foundations

d) demolition, structural alteration or repairs

e) settlement or movement of made up ground

2) ***Damage*** as a result of movement of solid floor slabs.

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However, ***We*** will indemnify ***You*** if there is ***Damage*** to the foundations beneath the exterior walls of ***The Premises*** at the same time.

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Revenue Protection Section 8 – Book Debts

Section Definitions

(Also refer to the Policy Definitions at the front of this Policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Customers' Accounts
Your accounts for all customers who trade with ***You*** on a credit or hire purchase basis.

Book Debts
The total amount of the outstanding debit balances in customers credit accounts including hire purchase and credit sales accounts at the date of the ***Damage*** adjusted for bad debts

Cover

We will indemnify ***You***, as detailed in the Basis of Settlement, in respect of loss in consequence of ***You*** being unable to trace or establish the ***Book Debts*** as a result of ***Damage*** to ***Your*** books of account or other business books or records at ***The Premises***

Basis of Settlement

1) The insurance in respect of ***Books Debts*** is limited to the loss sustained by ***You*** directly due to the ***Damage***.

   We will pay

   a) the difference between

      i) the ***Book Debts***

      and

      ii) the total of the amounts received or traced

   b) the additional expenditure incurred with ***Our*** consent in tracing and establishing customers' debit balances after the ***Damage***

2) If ***We*** require any information to verify a claim ***Your*** professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

   We will indemnify ***You*** in respect of ***Your*** professional accountants' charges for

   a) producing information ***We*** require for investigating any claim

      and

   b) confirming the information in accordance with ***Your*** business books.

   The maximum ***We*** will pay for any claim, including professional accountants' fees, is the Sum Insured by this Section.

Clauses

All of the following clauses apply to this Section.

1 Automatic Reinstatement

The Sum Insured as shown on ***The Schedule*** will not be reduced by the amount of any claim unless ***We*** or ***You*** give written notice to the contrary.

However, ***You*** must pay the additional premium required to reinstate the Sum Insured.

2 Temporary Removal

We will indemnify ***You*** in respect of loss, as detailed in the Basis of Settlement, resulting from ***Damage*** occurring within the ***Territorial Limits*** to ***Your*** books of account, other business books or records whilst temporarily removed to any premises occupied by persons acting on ***Your*** behalf or whilst in transit but excluding ***Damage*** by theft from an unattended vehicle.

Exclusions

The following exclusions apply to this Section.

(Also refer to the Policy Exclusions at the front of this Policy booklet).

We will not indemnify ***You*** in respect of

1) loss resulting from ***Pollution or Contamination*** except

   a) loss resulting from ***Damage*** not otherwise excluded caused by

      i) ***Pollution or Contamination*** at ***The***

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Premises which itself results from ***Damage***

ii) ***Damage*** which itself results from ***Pollution or Contamination***

2) any loss, destruction or damage directly or indirectly caused by, contributed to by or arising from:

a) ***Terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

b) any action taken in controlling, preventing, suppressing or in any way relating to ***Terrorism***.

In any action, suit or other proceedings, where ***We*** allege that by reason of the provisions of this exclusion any loss, destruction or damage is not covered under this Section, the burden of proving that such loss, destruction or damage is covered under this Section will be upon ***You***.

Additional Condition

This Additional Condition only applies to this Section if shown on ***The Schedule***.

Fire Resisting Storage

If in relation to any claim for ***Damage*** ***You*** have failed to fulfil the following condition, ***You*** will lose ***Your*** right to indemnity of payment for that claim.

You must ensure that all ***Your*** books of account or other business books or records in which ***Your Customers' Accounts*** are shown will be kept in fire resisting safes or cabinets when not in use.

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Asset & Revenue Protection Section 9 – Terrorism

Section Definitions

(Also refer to the Policy Definitions at the front of this Policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Territorial Limits
England, Scotland and Wales, but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) nor Northern Ireland, the Isle of Man or the Channel Islands

In respect of any ***Property Insured*** under Section 1 – Property Damage, Section 2 – Business All Risks, Section 3 – Contract Works or Section 5 – Goods in Transit where cover is provided whilst in transit to territories outside England, Scotland and Wales, the Territorial Limits shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

Terrorism
Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Treasury
The Lords Commissioners of HM Treasury from time to time or any successor authority.

Cover

We will indemnify ***You*** in respect of

a) ***Damage*** to the ***Property Insured*** under Section 1 Property Damage, Section 2 Business All Risks, Section 3 Contract Works and Section 5 Goods in Transit

b) loss resulting from interruption to or interference with ***The Business*** as a result of such ***Damage*** only to the extent of the items insured as shown on ***The Schedule*** under Section 7 Business Interruption and Section 8 Book Debts

within the ***Territorial Limits*** caused by ***Terrorism*** occurring during the ***Period of Insurance*** provided that:

i) in any action suit or other proceedings where ***We*** allege that any ***Damage*** or loss resulting from ***Damage*** is not covered by this Section the burden of proving that such ***Damage*** or loss is covered will be upon ***You***

ii) this Section is not subject to any of the exclusions specified in this Policy other than as specified in Exclusions 1) to 7) of this Section

iii) this Section is subject to all the terms and conditions of this Policy unless otherwise specified in this Section

iv) ***Our*** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one ***Period of Insurance*** will not exceed the Sums Insured or limits shown on ***The Schedule*** in respect of the ***Property Insured*** or items insured or as otherwise specified in this Policy.

Exclusions

The following exclusions apply to this Section.

We will not indemnify ***You*** in respect of:

1) loss or destruction of or damage to any ***Building*** or property therein insured under this Policy, in the name of an individual or individuals, which is occupied as a private residence or any part thereof which is so occupied except as expressly varied in Exclusions 2) and 4) of this Section

2) loss or destruction of or damage to blocks of flats and/or private dwelling houses or property therein insured under this Policy, in the name of an individual or individuals, (other than where such individuals are sole traders, partners in an unincorporated business partnership, trustees or executors of a will (or beneficiaries of such trust or will) and provided they do not occupy any part of the property for their own residential purposes)

3) loss or destruction of or damage to any ***Building*** or property therein insured under this Policy, in the name of an individual or individuals (where such individuals are trustees or executors of a will or beneficiaries of such trust or will), which is occupied as a private residence where any part of the ***Building*** is occupied by such individuals except as expressly varied in Exclusion 4) of this Section

4) loss or destruction of or damage to any ***Building*** or property therein comprising mixed commercial and residential usage which is insured under this Policy, in the name of an individual or individuals,

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and/or owned and/or occupied in any part by such individual or individuals unless the commercially occupied proportion of the ***Building*** is more than 20%

5) chemical, biological or radioactive contamination defined as any losses whatsoever or any expenditure resulting or arising therefrom or any ***Consequential Loss*** directly or indirectly caused by or contributed to by or arising from:
   a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
   b) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
   c) chemical, biological or radiological irritants, contaminants or pollutants

   in respect of properties occupied as a private residence or any part thereof which is so occupied and/or property therein insured under this Policy, in the name of an individual or individuals, except where such properties are insured for ***Terrorism*** under this Section by virtue of the variations to Exclusions 2) or 4) above
6) riot, civil commotion, war and allied risks defined as any loss whatsoever directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
7) remote digital interference defined as any losses whatsoever directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from:
   a) loss or destruction of or damage to any ***System***, or
   b) any alteration, modification, distortion, erasure or corruption of ***Data***

   whether owned by ***You*** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from ***Virus*** or ***Hacking*** or ***Phishing*** or ***Denial of Service Attack***.

Proviso to Exclusion 7)

a) ***We*** will pay for the cost of reinstatement, replacement or repair in respect of ***Damage*** to ***Property Insured***
b) ***We*** will pay for loss of ***Gross Profit*** as a result of interruption of or interference with ***The Business*** as a direct result of either:
   i) ***Damage*** to ***Property Insured***, or
   ii) loss or destruction of or damage to other property within one mile of the ***Property Insured*** by ***Terrorism*** which prevents or physically hinders the use of or access to the ***Property Insured***
c) ***Our*** liability for any loss under items a) and b) of this proviso (which would otherwise fall within Exclusion 7) of this extension) is on the condition that such loss:
   i) results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, loss or destruction of or damage to or movement of ***Buildings*** or structures, plant or machinery other than any ***System***, and
   ii) is not proximately caused by ***Terrorism*** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
d) If the ***Damage*** to ***Property Insured*** indirectly results from any alteration, modification, distortion, erasure or corruption of ***Data*** because the occurrence of one or more of the causes listed in item c) i) of this proviso results directly or indirectly from any alteration, modification, distortion, erasure or corruption of ***Data***, ***We*** will pay ***You*** in accordance with items a) or b) of this proviso.
e) ***We*** will not pay for any losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of ***Data*** other than under item d) of this proviso.

For the purposes of this proviso only, ***Property Insured*** and other property excludes ***Data***, ***Money***, electronic cryptographic or virtual currency including Bitcoin or anything similar,

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negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatsoever.

Condition

(Also refer to the Policy Conditions at the back of this Policy booklet).
The following condition applies to this Section.

If this Policy is subject to:

a) any condition or provision for the adjustment of premium
b) any aggregate limit on the amount borne by ***You*** as a result of the operation of an ***Excess***
c) any provision for the automatic reinstatement of Sums Insured
d) any Long Term Undertaking or Agreement

it does not apply to this Section.

Condition Precedent to Liability

The following condition precedent to liability applies to this Section.

It is a condition precedent to ***Our*** liability to pay any claim under this Section that:

a) ***You*** have purchased cover in respect of ***Terrorism*** from a Pool Reinsurance Company Limited member company in respect of all property and premises owned by ***You*** or for which ***You*** are responsible and that are eligible for such cover. A list of Pool Reinsurance Company Limited member companies is available via the Pool Re website
b) the ***Treasury*** has issued a certificate certifying that ***Terrorism*** is the cause of the loss or ***Damage*** or, if the ***Treasury*** has refused to issue a certificate, a tribunal formed by agreement between ***Us*** and Pool Reinsurance Company Limited concludes that ***Terrorism*** was the cause of the loss or ***Damage***.

For the purposes of this Condition, property and premises owned by ***You*** or for which ***You*** are responsible includes those pertaining to subsidiary companies unless such subsidiary has full control over its own insurance arrangements.

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Legal Liabilities Section 10 – Employers' Liability

Section Definitions

(Also refer to the Policy Definitions at the front of this Policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

The Defined Territories
Great Britain, Northern Ireland, the Channel Islands, the Isle of Man

The Policyholder
1) ***You***
2) ***Your*** personal representatives in respect of legal liability ***You*** incur
3) At ***Your*** request
   a) any director, partner, or ***Employee*** of ***Your***s
   b) the officers, committees and members of ***Your***
      i) canteen, social, sports, educational and welfare organisations
      ii) first aid, fire, security and ambulance services in their respective capacities as such
   c) any principal for whom ***You*** are carrying out a contract to the extent required by the contract conditions
   d) those who hire plant to ***You*** to the extent required by the hiring conditions

   or the personal representative of any of these persons in respect of legal liability for which ***You*** would have been entitled to indemnity if the claim had been made against ***You***.

Each indemnified party will be subject to the terms of this Policy so far as they apply.

The total amount which ***We*** will pay will not exceed ***The Limit of Indemnity*** regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity
The maximum amount, stated in ***The Schedule***, including ***Costs and Expenses***, which ***We*** will pay up to in respect of any one claim or series of claims arising out of one cause.

The Territorial Limits
i) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
ii) A country which is a member of the European Union but only in respect of temporary business carried out by ***You*** and any ***Employee*** normally resident in ***The Defined Territories***
iii) Elsewhere in the world in respect of temporary business journeys by any person normally resident in ***The Defined Territories*** which do not involve manual labour or the supervision of manual labour

Cover

We will indemnify ***The Policyholder*** against

1) legal liability to pay ***Compensation***

   and

2) ***Costs and Expenses***

in respect of accidental ***Bodily Injury*** caused during the ***Period of Insurance*** to any ***Employee*** arising out of and in the course of employment by ***You*** in ***The Business*** within ***The Territorial Limits***.

The maximum ***We*** will pay is ***The Limit of Indemnity***.

Clauses

The following clauses apply to this Section.

A Additional Activities

The Business includes

1) ownership, use and upkeep of ***Your*** premises

2) upkeep of vehicles and plant which are owned and used by ***You***

3) ***Your*** canteen, social, sports, educational and welfare organisations for the benefit of any ***Employee***

4) ***Your*** first aid, fire, security and ambulance services

5) ***Your*** participation in exhibitions

6) private work by any ***Employee***, with ***Your*** prior consent, for ***You*** or for any director, partner or ***Employee*** of ***Your***s.

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Legal Liabilities Section 10 – Employers' Liability

B Contractual Liability

We will indemnify ***The Policyholder*** in respect of liability for ***Bodily Injury*** imposed on ***You*** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in ***Us***.

We will not indemnify ***The Policyholder*** in respect of any agreement for or including the performance of work outside ***The Defined Territories***.

C Cross Liabilities

We will indemnify each party named as ***The Policyholder*** as shown on ***The Schedule*** as if a separate Policy had been issued to each.

The total amount payable will not exceed ***The Limit of Indemnity*** regardless of the number of parties claiming to be indemnified.

D Legal Expenses arising from Health and Safety Legislation

We will indemnify ***The Policyholder*** in respect of

1) legal fees and expenses incurred with ***Our*** written consent for defending proceedings, including appeals

2) costs of prosecution awarded against ***The Policyholder***

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not indemnify ***The Policyholder***

1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the ***Period of Insurance*** within ***The Defined Territories*** and in connection with ***The Business***

2) in respect of proceedings which

   a) result from any deliberate act or omission by ***You***
   b) relate to the health and safety of any person other than an ***Employee***

3) where indemnity is provided by another insurance Policy

4) for payments of fines or penalties

E *Our* Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to ***Employees*** in Great Britain, Northern Ireland, the Channel Island or the Isle of Man.

However, ***You*** will repay ***Us*** all sums ***We*** would not have been liable to pay but for the provisions of such law.

F Payment for Court Attendance

We will compensate ***You*** if, at ***Our*** request, ***You***, any director, partner or ***Employee*** of ***Your***s, is attending court as a witness in connection with a claim for which ***The Policyholder*** is entitled to indemnity.

The maximum ***We*** will pay for

1) ***You***, each director or partner is £500 per day

2) each ***Employee*** is £250 per day.

G Unsatisfied Court Judgements

We will, at ***Your*** request, pay any ***Employee*** or their personal representative the amount of damages and costs awarded to such person as a result of a judgement which has been obtained for ***Bodily Injury*** against any company registered in or any individual domiciled in ***The Defined Territories*** and which remain unpaid six months after the date of such judgement.

Payment will only be made where

1) the ***Bodily Injury*** was caused during any ***Period of Insurance*** to the ***Employee*** arising out of and in the course of employment by ***You*** in ***The Business***

2) the judgement was obtained in an English court which is governed by English law

3) there is no appeal outstanding to the judgement

4) the ***Employee***, or their personal representative, assigns the judgement debt to ***Us***.

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Legal Liabilities Section 10 – Employers' Liability

H Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify ***You*** in respect of

1) legal fees and expenses incurred with ***Our*** written consent for defending proceedings, including appeals

2) costs of prosecution awarded against ***You*** which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not indemnify ***You***

1) unless the proceedings relate to an actual or alleged offence committed during the ***Period of Insurance*** within ***The Defined Territories*** and in connection with ***The Business***

2) in respect of proceedings which

   a) result from any deliberate act or omission by ***You***

   b) relate to any person other than an ***Employee***

3) in respect of any

   a) fines

   b) remedial or publicity orders or any steps required to be taken by such orders

4) where indemnity is provided by another insurance policy.

Exclusions

The following exclusions apply to this Section.

(Also refer to the Policy Exclusions at the back of this Policy booklet).

We will not indemnify ***You*** in respect of

1) work in or on and travel to, from or within any offshore

   a) accommodation, exploration, drilling or production rig or platform

   b) support vessel

2) ***Bodily Injury*** sustained by any ***Employee*** when such person is

   a) carried in or upon a vehicle

   b) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security

3) a) liquidated damages

   b) penalty clauses

   c) fines

   d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages (these are damages in excess of normal compensation aimed to punish ***You***).

4) any ***Bodily Injury*** or liability of whatsoever nature directly or indirectly caused by, contributed to by or arising from:
   a) ***Terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   b) any action taken in controlling, preventing, suppressing or in any way relating to ***Terrorism***

   except for accidental ***Bodily Injury*** sustained by any ***Employee*** during the ***Period of Insurance*** and arising out of and in the course of their employment by ***You*** in ***The Business*** as shown on ***The Schedule*** and occasioned by or happening through or in consequence directly or indirectly of ***Terrorism*** up to a maximum of £5,000,000 in total for all ***Compensation*** and all ***Costs and Expenses*** in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

   If ***We*** allege that by reason of the provisions of this exclusion, any ***Bodily Injury***, cost or expense is not covered under this Section or is covered only up to the maximum of £5,000,000, the

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burden of proving the contrary will be upon ***You***.

5) a) work on or in

i) power stations or nuclear installations/establishments

ii) oil gas or chemical

- refineries
- storage
- bulk production premises

iii) mainframe computers or rooms containing mainframe computers

iv) aircraft, airports, aerodromes, aerospace systems, space risks, control towers or hovercraft

v) watercraft not in docks, harbours, boatyards or inland waterways

vi) watercraft in docks, harbours, boatyards or inland waterways involving the use of heat

vii) railways

viii) mines or collieries

ix) dams or coffer dams

x) tunnels or bridges or motorways or viaducts

xi) watercraft which are used on coastal and ocean waters

b) Shipbuilding, ship-repairing and ship-breaking other than yachts and similar vessels not exceeding twenty meters in hull length

c) work underground or underwater

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Legal Liabilities Section 11 – Public and Products Liability

Section Definitions

(Also refer to the Policy Definitions at the front of this Policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Damage
Physical
1) loss
2) destruction
3) damage.

Financial Loss
A pecuniary loss suffered by any
1) customer of
or
2) user of any ***Products Supplied*** by ***The Policyholder*** and not caused by ***Personal Injury*** or ***Damage*** to ***Property***.

Personal Injury
1) ***Bodily Injury***
2) Wrongful
   a) arrest, detention or imprisonment
   b) eviction
   c) accusation of shoplifting.

Products Supplied
Anything which is
1) manufactured, sold, supplied, processed, altered or treated
2) repaired, serviced or tested
3) installed, constructed, erected or transported by ***You*** or on ***Your*** behalf and which is no longer in the custody or control of ***The Policyholder***.

Property
Material property.

The Defined Territories
Great Britain, Northern Ireland, the Channel Islands, the Isle of Man

The Employer
The party named as the employer in the contract or agreement.

The Policyholder
1) ***You***.
2) ***Your*** personal representatives in respect of legal liability ***You*** incur.
3) At ***Your*** request
   a) any director, partner or ***Employee*** of ***Your***s
   b) the officers, of ***Your*** committees and members of ***Your***
      i) canteen, social, sports, educational and welfare organisations.
      ii) first aid, fire, security and ambulance services

   in their respective capacities as such
   c) any principal for whom ***You*** are carrying out a contract, to the extent required by the contract conditions
   d) those who hire plant to ***You*** to the extent required by the hiring conditions

   or the personal representatives of any of these persons in respect of legal liability for which ***You*** would have been entitled to indemnity if the claim had been made against ***You***.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which ***We*** will pay will not exceed ***The Limit of Indemnity*** regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity
The maximum amount, shown on ***The Schedule***, which ***We*** will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of
1) ***Products Supplied***
2) ***Pollution or Contamination***
The Limit of Indemnity will apply to the total of all events happening in any one ***Period of Insurance***.

The Period of Temporary Cover
A period of 28 days from the date on which ***The Policyholder*** enters into the contract or starts the work, whichever is the earlier.

The Territorial Limits
i) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
ii) A country which is a member of the European Union but only in respect of temporary business carried out by ***You*** and any ***Employee*** normally resident in ***The Defined Territories***
iii) Elsewhere in the World in respect of temporary business journeys by any person normally resident in ***The Defined Territories*** which do not involve manual labour or the supervision of manual labour

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The Works
All works completed or to be completed by ***You*** or on ***Your*** behalf including
1) all materials incorporated or to be incorporated
2) plant, tools, equipment and temporary Buildings used or to be used

for the period during which ***You*** are responsible under contract conditions.

Cover

We will indemnify ***The Policyholder*** against

1) legal liability to pay ***Compensation***

and

2) ***Costs and Expenses***

in respect of accidental

a) ***Personal Injury***

b) ***Damage*** to ***Property***

c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with ***The Business*** and which happens during the ***Period of Insurance*** and within ***The Territorial Limits***.

The maximum ***We*** will pay is ***The Limit of Indemnity*** and any ***Costs and Expenses***. However, in respect of any claim brought in

1) the United States of America or any territory within its jurisdiction

2) Canada

the maximum ***We*** will pay, inclusive of ***Costs and Expenses***, is ***The Limit of Indemnity***.

Clauses

The following clauses apply to this Section.

A Additional Activities

The Business includes

1) ownership, use and upkeep or ***Your*** premises.

2) upkeep of vehicles and plant which are owned and used by ***You***.

3) ***Your*** canteen, social, sports, educations and welfare organisations for the benefit of any ***Employee***.

4) ***Your*** first aid, fire, security and ambulance services.

5) ***Your*** participation in exhibitions.

6) private work by any ***Employee***, with ***Your*** prior consent, for ***You*** or for any director, partner or ***Employee***.

B Building Contracts Liability and *Damage*

Where ***You*** are required to take out insurance to comply with

1) Clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2011 Edition or any subsequent amendment or replacement

or

2) the equivalent clause in other contract conditions.

We will indemnify ***You*** and ***The Employer*** in respect of any expense, liability, loss, claim or proceedings which ***The Employer*** may incur or sustain as a result of accidental ***Bodily Injury*** or ***Damage*** to any ***Property*** occurring within the ***Territorial Limits*** during ***The Period of Temporary Cover*** (and any further period agreed by ***Us*** in writing for the continuation of this indemnity) and caused by

a) collapse

b) ***Subsidence***

c) ***Heave***

d) vibration

e) weakening of or removal of support

f) lowering of ground water

arising out of and in the course of or due to the carrying out of ***The Works***.

The maximum amount ***We*** will pay in respect of any or all claims arising out of any one contract is £2,000,000 or ***The Limit of Indemnity*** whichever is the lesser.

You must ensure that

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Legal Liabilities Section 11 – Public and Products Liability

1) ***You*** tell ***Us*** about each contract to which this indemnity is to apply no later than seven days of

   a) entering into the contract
   or
   b) starting the work

   whichever is the earlier.

2) ***You*** agree the terms and pay the premium that ***We*** require in respect of this indemnity and for the continuation of this indemnity.

We will not indemnify ***You*** in respect of

1) the first £500 of each and every claim.

2) any expense, liability, loss, claim or proceedings

   a) as a result of the negligence, omission or default of

      i) ***You***, ***Your*** agents or any ***Employee***.

      ii) any sub-contractor, the sub-contractor's ***Employees*** or agents.

   b) as a result of errors or omissions in the planning or designing of ***The Works***.

   c) which could be reasonably foreseen to be inevitable in view of the nature of the work to be executed or the manner of its execution.

   d) which is at the sole risk of ***The Employer*** under the terms of the contract.

3) liability assumed by ***The Employer*** by agreement and which would not have attached in the absence of any agreement.

4) ***Damage*** to ***Property*** which comprises ***The Works***.

5) piling, ground stabilisation, underpinning, demolition, and partial demolition of building structures

6) The use of explosives

C Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify ***The Policyholder*** in respect of

1) legal fees and expenses incurred with ***Our*** written consent for defending proceedings, including appeals
2) costs of prosecution awarded against ***The Policyholder***

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not indemnify ***The Policyholder***

1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the ***Period of Insurance*** within ***The Defined Territories*** and in connection with ***The Business***.

2) in respect of proceedings which result from any deliberate act or omission by ***You***.

3) where indemnity is provided by another insurance policy.

D Contractual Liability

We will indemnify ***The Policyholder*** against liability in respect of accidental ***Bodily Injury*** or ***Damage*** to ***Property*** imposed on ***You*** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in ***Us***.

We will not indemnify ***The Policyholder*** in respect of any agreement for or including the performance of work outside ***The Defined Territories***.

E Cross Liabilities

We will indemnify each party named as ***The Policyholder*** as shown on ***The Schedule*** as if a separate Policy had been issued to each. The total amount payable will not exceed ***The Limit of Indemnity*** regardless of the number of parties claiming to be indemnified.

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Legal Liabilities Section 11 – Public and Products Liability

F *Data* Protection

Following a breach of personal data (as defined in the law applicable) occurring during the ***Period of Insurance*** in the course of the ***Business We*** will indemnify ***The Policyholder*** in respect of

1) the amount of ***Compensation*** which ***The Policyholder*** becomes legally liable to pay in respect of damage, either material or non-material, under the provisions of Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

2) for defence costs and prosecution costs awarded against ***The Policyholder*** in respect of a prosecution under Article 83 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

Providing that ***The Policyholder*** is included in the register maintained by the Information Commissioner's Office (ICO) or the equivalent in the Channel Islands, or are in the process of registration and such registration has not been refused or withdrawn.

We will not indemnify ***The Policyholder***

a) for any deliberate act or omission by ***The Policyholder*** or any ***Director, Partner,*** or ***Employee*** from which ***The Policyholder*** or they could have reasonably expected liability or costs to attach
b) for liability, defence or prosecution costs arising from the recording, processing or provision of data for reward or to determine the financial status of any person
c) for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
d) for costs and expenses incurred in rectifying, replacing, reinstating, destroying or erasing data
e) for costs and expenses incurred in investigating a personal data breach or in the reporting of such to the ICO
f) for the payment of fines or penalties
g) if an indemnity is provided by any other insurance

The maximum ***We*** will pay for all claims happening during any one ***Period of Insurance*** is £2,000,000.

We will not indemnify ***The Policyholder*** in respect of

1) a) ***Personal Injury*** other than as provided by this Clause.

b) ***Damage*** to ***Property***.

a) Fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement or breach of contract, injurious falsehood or breach of confidence.

b) libel, slander or defamation.

2) ***Consequential Losses***,

3) liability

a) as a result of ***You*** having authorised the destruction of or disclosure of the ***Data***.

b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by ***You***.

4) any fine or statutory payment

5) liability which arises solely by reason of the terms of any agreement.

6) liability in respect of liquidated damages or under any penalty clause (these are damages in excess of normal compensation aimed to punish ***You***).

7) legal costs or expenses or financial losses in respect of any order

a) for rectification or erasure of ***Data***.

b) requiring the ***Data*** to be supplemented by any other statements.

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8) proceedings relating to ***Compensation*** for any

a) ***Employee*** if the Employers' Liability Section of this Policy is not in force.

b) third party if the Public and Products Liability Section of this Policy is not in force.

G Defective Premises

We will indemnify ***The Policyholder*** in respect of legal liability for accidental ***Bodily Injury*** or ***Damage*** to ***Property*** arising under

1) the Defective Premises Act 1972

2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which ***You*** previously owned or occupied for the purposes of ***The Business***.

We will not indemnify ***The Policyholder*** in respect of the cost of rectifying any defect or alleged defect in such premises.

H *Employees*' and Visitors' Personal Belongings

We will indemnify ***The Policyholder*** in respect of legal liability for accidental ***Damage*** to ***Employee***s' and visitors' vehicles and personal belongings which are in the custody or control of ***The Policyholder***.

We will not indemnify ***The Policyholder*** where this ***Property*** is

1) loaned, leased, hired or rented to ***The Policyholder***.

2) stored for a fee or other consideration by ***The Policyholder***.

3) in the custody or control of ***The Policyholder*** for the purposes of being worked upon.

I *Financial Loss* – Products Liability

We will indemnify ***The Policyholder*** in respect of legal liability for ***Financial Loss*** as a direct result of ***Products Supplied***.

The maximum ***We*** will pay, including ***Costs and Expenses***, in respect of all claims made against ***The Policyholder*** in any one ***Period of Insurance*** is £25,000.

This indemnity only applies to claims made against ***The Policyholder*** during the currency of this Clause or within 30 days of its expiry.

We will not indemnify ***The Policyholder***

1) in respect of ***Financial Loss*** as a result of

a) circumstances which, at inception of this Public and Products Liability Section, ***The Policyholder*** knew or ought to have known about and which were likely to give rise to a claim.

b) non or late delivery of ***Products Supplied***.

c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.

d) passing of or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.

e) liability under the Data Protection Act 1998 or any subsequent amending legislation.

f) any diminution in value of any ***Property*** or ***Products Supplied***.

g) liability imposed on ***The Policyholder*** solely by reason of the terms of any contract conditions or agreement.

2) for the first £250 of ***Compensation***, ***Costs and Expenses*** in respect of each and every loss.

J Legal Expenses arising from Health and Safety Legislation

We will indemnify ***The Policyholder*** in respect of

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1) legal fees and expenses incurred with ***Our*** written consent for defending proceedings, including appeals

2) costs of prosecution awarded against ***The Policyholder***

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not indemnify ***The Policyholder***

1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the ***Period of Insurance*** within ***The Defined Territories*** and in connection with ***The Business***

2) in respect of proceedings which

   a) result from any deliberate act or omission by ***You***

   b) relate to the health and safety of any person other than an ***Employee***

3) where indemnity is provided by another insurance policy.

K Hired or Rented Premises

We will indemnify ***The Policyholder*** in respect of legal liability for accidental ***Damage*** to premises (including fixtures and fittings) within ***The Defined Territories*** which are hired, rented or loaned to ***The Policyholder*** in connection with ***The Business***.

We will not indemnify ***The Policyholder*** in respect of

1) the first £250 of ***Compensation***, ***Costs and Expenses*** in respect of such ***Damage*** caused other than by fire or explosion.

2) liability imposed on ***The Policyholder*** solely by reason of the terms of any hiring or renting agreement.

3) ***Damage*** caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by ***The Policyholder***.

L Motor Contingent Liability

We will indemnify ***You*** in respect of ***Your*** legal liability for accidental ***Bodily Injury*** and ***Damage*** to ***Property*** which arises from any vehicle or trailer attached thereto which is

1) a) not owned by

   b) not loaned, leased, hired or rented to ***You*** nor provided by ***You***

   and

2) being used in connection with ***The Business*** in ***The Defined Territories***

We will not indemnify ***You***

1) in respect of ***Damage*** to the vehicle or trailer or goods carried in or on the vehicle or trailer.

2) while the vehicle is being driven by

   a) ***You***.

   b) any person who to ***Your*** knowledge or that of ***Your*** representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

3) where indemnity is provided by another insurance policy.

M Overseas Personal Liability

We will indemnify ***You*** and, at ***Your*** request, any director, partner or ***Employee*** of ***Your***s in respect of legal liability for accidental ***Bodily Injury*** or ***Damage*** to ***Property*** incurred in a personal capacity whilst such persons are temporarily outside ***The Defined Territories*** in connection with ***The Business***.

We will also indemnify any accompanying spouse and children.

Where ***You*** are an individual, this indemnity will also apply to ***Your*** personal liability whilst away from ***Your*** business premises in connection with ***The Business*** but within ***The Defined Territories***.

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Legal Liabilities Section 11 – Public and Products Liability

We will not indemnify ***You***

1) where liability arises from

   a) any agreement unless liability would have existed otherwise.

   b) ownership or occupation of land or ***Buildings***.

   c) the carrying on of any trade or profession.

   d) Ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft

2) where indemnity is provided by another insurance policy.

N Payment for Court Attendance

We will compensate ***You*** if, at ***Our*** request, ***You***, any director, partner or ***Employee*** of ***Your***s, is attending court as a witness in connection with a claim for which ***The Policyholder*** is entitled to indemnity.

The maximum ***We*** will pay for

1) ***You***, each director or partner is £500 per day.

2) each ***Employee*** is £250 per day.

O Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify ***You*** in respect of

1) legal fees and expenses incurred with ***Our*** written consent for defending proceedings, including appeals

2) costs of prosecution awarded against ***You*** which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not indemnify ***You***

1) unless the proceedings relate to an actual or alleged offence committed during the ***Period of Insurance*** within ***The Defined Territories*** and in connection with ***The Business***

2) in respect of proceedings which

   a) result from any deliberate act or omission by ***You***

   b) relate to any ***Employee***

3) in respect of any

   a) fines

   b) remedial or publicity orders or any steps required to be taken by such orders

4) where indemnity is provided by another insurance policy.

P Housing grants cover

We will pay the amount of an award in relation to an occurrence where cover is provided under this section, made in respect of a construction dispute and resulting from an adjudication procedure under the provisions of Housing Grants Construction and Regeneration legislation within the ***Territorial Limits***.

You must comply with the following conditions or ***We*** have the right to refuse to pay ***Your*** claim.

You must

1 forward to ***Us***, any notice of intention to refer a dispute to adjudication within 24 hours of receipt and within a further 48 hours provide full written details and/or any other applicable evidence in respect of the matter notified

2 provide ***Us*** notice of any intention by ***You*** to issue a notice of intention to refer a dispute to adjudication

3 not accept any award made by an adjudicator to a dispute as being final without ***Our*** prior agreement.

If any payment is made by ***Us*** under this Clause it will not affect any of ***Our*** other rights under the conditions of this Policy.

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Legal Liabilities Section 11 – Public and Products Liability

Q ***Terrorism***

We will not indemnify ***The Policyholder*** in respect of any ***Bodily Injury***, ***Damage*** to ***Property*** or liability of whatsoever nature directly or indirectly caused by, contributed to by or arising from:

a) ***Terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

b) any action taken in controlling, preventing, suppressing or in any way relating to ***Terrorism***

except in respect of sums which ***You*** become legally liable to pay as ***Compensation*** and ***Costs and Expenses*** for accidental ***Bodily Injury***, accidental ***Damage*** to ***Property*** or obstruction, trespass, nuisance or interference with any right of way, light, air or water and occasioned by or happening through or in consequence directly or indirectly of ***Terrorism*** up to a maximum of £2,000,000 or ***The Limit of Indemnity*** shown on ***The Schedule*** in respect of Public and Products Liability whichever is the lower, in total for all ***Compensation*** and all ***Costs and Expenses*** in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

If ***We*** allege that by reason of the ***Terrorism*** limitation in this clause, any ***Bodily Injury***, ***Damage***, ***Compensation***, cost or expense is not covered under this Section or is covered only up to the maximum of £2,000,000 or ***The Limit of Indemnity*** shown on ***The Schedule*** in respect of Public and Products Liability whichever is the lower, the burden of proving the contrary will be upon ***You***.

Exclusions

The following exclusions apply to this Section.

(Also refer to the Policy Exclusions at the back of this Policy booklet).

We will not indemnify ***You*** in respect of

1) ***Bodily Injury*** to any ***Employee*** arising out of and in the course of employment by ***You*** in ***The Business***.

2) the ownership, possession or use by or on behalf of ***The Policyholder*** of any

   a) aircraft, aerial device or hovercraft.

   b) watercraft which are used on coastal and ocean waters.

   c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than

      i) where described in the Motor Contingent Liability Clause.

      ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.

3) ***Damage*** to ***Property***

   a) which ***You*** own or is loaned, leased, hired or rented to ***The Policyholder***

   b) which is held in trust or in the custody or control of

      i) ***The Policyholder***

      ii) any other party who is carrying out work on ***Your*** behalf

   other than in the circumstances described in the Hired or Rented Premises Clause or the ***Employee's*** and Visitor's Personal Belongings Clause.

   c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

4) ***Damage*** to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating

   a) ***Products Supplied*** (other than ***Products Supplied*** under a separate contract).

   b) ***The Works***.

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5) recalling or making refunds in respect of

a) ***Products Supplied***.

b) ***The Works***.

6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract or for which a fee would normally be charged.

7) the carrying out of any work or any ***Products Supplied*** which affects or could affect.

a) the navigation, propulsion or safety of any aircraft or other aerial device.

b) the safety or operation of nuclear installations.

8) any ***Damage***, ***Bodily Injury*** or liability directly or indirectly caused by, contributed to by or arising from ***Pollution or Contamination*** other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the ***Period of Insurance***.

All ***Pollution or Contamination*** which arises out of one incident will be deemed to have happened at the time such incident takes place.

9) a) work in or on and travel to, from or within

b) ***Products Supplied*** to

any offshore

i) accommodation, exploration, drilling or production rig or platform.

ii) support vessel.

10) a) liquidated damages.

b) penalty clauses.

c) fines.

d) Aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages. (these are damages in excess of normal compensation aimed to punish ***You***).

11) a) work on or in

i) power stations or nuclear installations/establishments

ii) oil, gas or chemical

- refineries
- bulk storage
- production premises.

iii) mainframe computers or rooms containing mainframe computers.

iv) aircraft, airports, aerodromes, aerospace systems, space risks, control towers or hovercraft.

v) watercraft not in docks, harbours, boatyards or inland waterways

vi) watercraft in docks, harbours, boatyards or inland waterways involving the use of heat

vii) railways or airports.

viii) mines or collieries.

ix) dams or coffer dams

x) tunnels or bridges or motorways or viaducts

b) work underground or underwater

c) Shipbuilding, ship-repairing and ship-breaking other than yachts and similar vessels not exceeding twenty meters in hull length

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Legal Liabilities Section 11 – Public and Products Liability

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this Policy booklet.)

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, ***We*** may by written notice to ***You*** suspend all ***Our*** liability that might otherwise arise from such defect or danger.

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Employee Benefits Section 12 – Personal Accident

Section Definitions

(Also refer to the Policy Definitions at the front of this Policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Accident/Accidental
Shall mean a sudden violent external unforeseen and identifiable event.

Accidental Bodily Injury
1) injury caused by ***Accidental*** and/or violent means

2) exposure to the elements suffered by the ***Insured Person*** which results within 12 calendar months of the date of such exposure in bodily injury

occurring within 24 months from the date of the accident by which such injury is caused.

Compensation
The amount of compensation payable to ***You*** or any ***Insured Person*** as shown on ***The Schedule***.

Deferment Period
The seven day period following the **Accidental *Bodily Injury*** in which no benefit is payable

Gross Wages
The ***Insured Person's*** wages plus the average annual overtime/commission/bonus payments received in the three years immediately preceding the date of accident (all prior to deductions) or for weekly paid ***Employee*** 52 times ***The Policyholder*** Person's weekly wage plus the average weekly overtime/commission/bonus payments received in the 156 weeks immediately preceding the date of accident (all prior to deductions).

Insured Person
1) ***You***

2) any director of ***Your***s, or partner, or proprietor of ***The Business***

3) any ***Employee*** of ***Your***s under a contract of employment with ***You***

aged 65 or under.

Loss of Limb
1) severance at or above the wrist or ankle

or

2) the total and permanent loss of use of a hand, arm, foot or leg.

Cover

We will pay ***Compensation*** to ***You*** or ***Your*** personal representatives for ***Accidental Bodily Injury*** to an ***Insured Person*** during the ***Period of Insurance*** which, solely, directly and independently of any other cause, results in any of the following Contingencies

1) death

2) total and permanent loss of sight in one or both eyes and/or total and permanent loss of hearing in one or both ears

3) ***Loss of Limb***

4) any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the ***Insured Person*** from pursuing any occupation

5) temporary total disablement which prevents the ***Insured Person*** from pursuing their normal occupation after the ***Deferment Period***

6) temporary partial disablement which prevents the ***Insured Person*** from pursuing a substantial part of their normal occupation after the ***Deferment Period***

We will not pay ***Compensation*** in respect of any claim relating to any non-contracting parties rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

Clauses

The following clauses apply to this Section.

1) Amounts Payable

We will pay in arrears

a) ***Compensation*** under contingencies 5) and/or 6) at 4 weekly intervals

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b) ***Compensation*** under contingencies 5) and/or 6) for a maximum of 2 years from the date that the disablement started

but where ***We*** pay ***Compensation*** under any of contingencies 1) to 4) specified under Cover within this section

i) any weekly benefit being paid for the same injury will stop

ii) this insurance will end for the ***Insured Person***

We shall not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each ***Insured Person*** shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

2) Disappearance

If an ***Insured Person*** has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by ***Accidental Bodily Injury***, that person will be presumed to have died.

However, ***You*** will repay any ***Compensation*** if the ***Insured Person*** is found to have been alive or is found alive after ***We*** have paid ***Compensation***.

3) Medical Evidence

a) ***We*** may, at ***Our*** expense arrange for an ***Insured Person*** to undergo

i) a medical examination

or

ii) a post mortem examination

b) ***You*** or ***Your*** legal representative will supply to ***Us***, at ***Your*** expense, any

i) certificate

ii) information

iii) evidence

in the format ***We*** require.

4) Medical Expenses

When ***We*** pay ***Compensation*** under contingencies 5) or 6), ***We*** will also pay up to 15% of this amount in respect of medical expenses incurred.

5) Gross Wages

Where ***Compensation*** is on a wages basis, the amount payable shall be the average weekly wage

1) in the 12 week period before the date of the ***Accidental Bodily Injury***

or

2) any shorter period if the ***Insured Person*** has been employed by ***You*** for less than 12 weeks.

We will not include overtime, commission or bonus payments unless these are guaranteed.

Exclusions

The following exclusions apply to this Section.

(Also refer to the Policy Exclusions at the back of this Policy booklet).

We will not pay ***Compensation*** for ***Accidental Bodily Injury*** directly or indirectly caused by

1) a) the ***Insured Person*** suffering from any disability due to a gradually operating cause

b) suicide or attempted suicide

c) Deliberate exposure to danger (except in an attempt to save human life)

d) the ***Insured Person's*** own criminal act

e) the ***Insured Person*** being in a state of insanity

f) flying or other aerial activities (except while travelling as a passenger by a recognised airline)

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2) an ***Insured Person*** practising for or taking part in

   a) mountaineering or rock climbing requiring use of ropes or guides

   b) pot-holing

   c) winter sports

   d) any kind of racing (except foot races)

   e) speed or time trials

   f) naval, military or air force service or operations

   g) boxing, wrestling or other forms of unarmed or armed combat

3) the effects of alcohol or drugs (other than drugs prescribed by a doctor which are used as prescribed)

4) any treatment for drug addiction

5) or contributed to by or arising from:

   a) ***Terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the ***Accidental Bodily Injury***

   b) any action taken in controlling, preventing, suppressing or in any way relating to ***Terrorism***.

   In any action, suit or other proceedings, where ***We*** allege that by reason of the provisions of this exclusion any ***Accidental Bodily Injury*** is not covered under this Section, the burden of proving that such ***Accidental Bodily Injury*** is covered under this Section will be upon ***You***.

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Policy Conditions

1) Cessation of Work

If, for whatever reason, construction work at the Contract Site is suspended or stopped, ***You*** must notify ***Us*** within 30 days of the suspension or stoppage.

We may at ***Our*** option,

i) modify ***Your*** premium,

ii) amend the terms and conditions of this Policy

iii) require ***You*** to make alterations to the Contract Site and/or the Works,

iv) exercise ***Our*** right to cancel ***Your*** Policy under Policy Condition 3) Cancellation.

If, in the event of any claim for ***Damage***, ***You*** have failed to advise ***Us*** that construction work at the Contract Site has been suspended or stopped, and the suspension or stoppage has been in excess of 30 days, ***We*** may at ***Our*** option, avoid the claim.

2) Arbitration

If ***We*** accept liability but ***You*** disagree with the amount ***We*** offer to pay, the claim will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

3) Cancellation

Your Cancellation Rights
During the first ***Period of Insurance***, ***You*** have the right to cancel this Policy within 14 days of:
i receipt of the policy wording and ***The Schedule*** or
ii the inception date of this Policy
whichever is the later, by writing to ***Us*** or alternatively by contacting ***Your*** Agent to confirm cancellation. Cancellation will take effect from the date that ***We*** or ***Your*** Agent receives ***Your*** cancellation instructions. Provided no claim has been made and there has been no incident known to ***You*** prior to cancellation which may give rise to a claim, ***You*** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before ***We*** can deal with the claim. ***We*** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this Policy.

You may cancel this Policy at any other time by writing to ***Us*** or alternatively by contacting ***Your*** Agent to confirm cancellation. ***You*** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired ***Period of Insurance*** provided no claim has been made during the ***Period of Insurance*** in which the cancellation is to take effect. If a claim has been made, ***We*** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. ***You*** will not be entitled to any refund if:
i there has been an incident known to ***You*** which may give rise to a claim or
ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

Our Cancellation Rights
The cover provided by this Policy shall automatically cease from the date that:
a a liquidator, administrator or insolvency practitioner is appointed to administer ***The Business***
b ***The Business*** is permanently discontinued
c ***Your*** interest ceases other than as a result of ***Your*** death
unless ***We*** agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, ***We*** also have the right to cancel this Policy at any other time by sending 30 days' notice in writing to ***Your*** last known address. Reasons for cancellation under this condition may include but are not limited to:
a a change to the risk which makes it one ***We*** would not normally accept
b ***You*** failing to co-operate with or provide information to ***Us*** which affects ***Our*** ability to underwrite the risk.

You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired ***Period of Insurance*** provided no claim has been made during the ***Period of Insurance*** in which the cancellation is to take effect. If a claim has been made, ***We*** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. ***You*** will not be entitled to any refund if:
i there has been an incident known to ***You*** which may give rise to a claim, or
ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

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4) Claims Procedure

If in relation to any claim ***You*** have failed to fulfil any of the following conditions, ***You*** may lose ***Your*** right to indemnity or payment for that claim.

You must

a) tell ***Us*** immediately of any event or occurrence which may result in a claim.

b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.

c) at ***Your*** expense, provide ***Us*** with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within

i) 30 days

or

ii) seven days in the case of loss, destruction or ***Damage*** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

of ***You*** becoming aware of the event or occurrence, or such further time that ***We*** may allow.

d) provide ***Us*** with all information and help ***We*** require in respect of the claim.

e) pass to ***Us*** unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this Policy.

f) not admit or repudiate liability, not offer to settle, compromise, make payment which may result in a claim or pay any claim under this Policy without ***Our*** written agreement.

g) allow ***Us*** to take over and conduct in ***Your*** name the defence or settlement of any claim. ***You*** will also allow ***Us*** to prosecute at ***Our*** own expense and for ***Our*** own benefit, any claim for indemnity or compensation against any other person and ***You*** must give ***Us*** all information and assistance required.

h) keep all damaged property until ***We*** and the police (if appropriate) have given ***You*** permission to dispose of it.

5) Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

a) If the insurance provided by these Sections is also covered by another Policy (or would be but for the existence of these Sections), ***We*** will only indemnify ***You*** in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this Policy

b) Where any loss, destruction, damage or liability covered by this Policy is also covered by another Policy, (or would be but for the existence of this Policy), ***We*** will only pay a rateable share of the loss.

c) If the ***Property Insured*** covered by the other insurance is subject to a provision excluding proportional payment in whole or in part the payment ***We*** make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

6) Discharge of Liability

We may at any time pay

a) the Limit of Indemnity

or

b) the Sum Insured

or

c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with ***Our*** consent.

7) Claims Procedures - Our Rights

We shall:

a be allowed by ***You*** to enter the ***Premises***

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where ***Damage*** has occurred and take and keep possession of any ***Property Insured***

b not accept any property being abandoned to ***Us***

c have complete control of any proceedings and the settlement of any claim.

8) Fraud

We will not indemnify ***You*** for any claim that is deliberately exaggerated or where ***You*** or anyone acting for ***You*** uses, or attempts to use, fraudulent means to obtain benefits under this Policy. If ***You*** or they do, or attempt to:

a ***We*** will cancel this Policy from the date of the fraudulent act

b ***We*** will not refund any premiums

c all benefit under this Policy shall be forfeited.

We may inform the police and fraud prevention agencies of the circumstances.

9) Misrepresentation

You must make a fair presentation of the risk to ***Us***. This means ***You*** must disclose at inception or variation to this Policy and prior to each renewal every material circumstance which ***You*** know or ought to know and not make misrepresentations to ***Us***. If ***You*** do not make a fair presentation to ***Us***, ***We*** can:

a) avoid this Policy from inception or renewal if ***We*** would not have issued it or continued it knowing the true situation

b) avoid a variation to this Policy if ***We*** would not have accepted it had ***We*** known the true situation

c) alter the terms of this Policy from the date the non-disclosure or misrepresentation was made to those ***We*** would have applied had ***We*** known the true situation

d) reduce the payment for a claim

e) cancel this Policy from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

10) Reasonable Precautions

If in relation to any claim ***You*** have failed to fulfil any of the following conditions, ***You*** may lose ***Your*** right to indemnity or payment for that claim.

You shall take all reasonable care:

a for the safety of the ***Property Insured***

b to prevent accidents or disease

c to comply with all statutory obligations and regulations imposed by any authority

d to prevent the sale or supply of goods which are defective in any way

e to maintain ***The Premises***, machinery, plant and equipment in a satisfactory state of repair.

11) Reinstatement

When ***We*** decide, or are required to reinstate or replace any property ***You*** will, at ***Your*** expense, provide any

a) plans

b) documents

c) books

d) information

which ***We*** require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount ***We*** will pay in respect of any one item is the Limit of Indemnity or the Sum Insured for that item.

12) Subrogation

Anyone making a claim under this Policy must, at ***Our*** request and expense, do everything ***We*** reasonably require to

a) enforce a right or remedy

or

b) obtain relief or indemnity from other parties to which ***We*** will become entitled or subrogated because of payment for or making good loss, destruction, damage accident or injury.

We may require ***You*** to carry out such actions before or after ***We*** make any admission of or payment of a claim.

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13) Index Linking

a) Renewal.

Where it is shown on ***The Schedule*** that index linking applies, the amounts insured will be adjusted at monthly intervals in accordance with movements in the index drawn up or used by ***Us***.

b) Claims.

These adjustments will continue during the

i) ***Period of Insurance***

ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

14) Subjectivity

a) ***We*** will clearly show on ***The Schedule*** if the cover provided by this Policy is subject to ***You***:

i) providing ***Us*** with any additional information requested by specified date(s),

ii) completing any actions agreed between ***You*** and ***Us*** by specified date(s),

iii) allowing ***Us*** to complete any actions agreed between ***You*** and ***Us***.

b) If required by ***Us***, ***You*** must allow ***Us*** access to ***The Premises***, ***Your*** Contract Sites, and/or ***The Business***, to carry out survey(s), within 60 days of the inception or renewal date, unless ***We*** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), ***We*** may, at ***Our*** option:

i) modify ***Your*** premium,

ii) issue a mid-term amendment to ***Your*** Policy or Section terms and conditions,

iii) require ***You*** to make alterations to ***The Premises*** insured by the required date(s),

iv) exercise ***Our*** right to cancel ***Your*** Policy,

v) leave the Policy or Section terms and conditions, and ***Your*** premium, unaltered.

We will contact ***You*** with ***Our*** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by ***You*** and/or any decision by ***Us*** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until ***We*** agree otherwise in writing. If ***You*** disagree with ***Our*** requirements and/or decisions, ***We*** will consider ***Your*** Comments and where ***We*** consider appropriate, will continue to negotiate with ***You*** to resolve the matter to ***Your*** and ***Our*** satisfaction. In the event that the matter cannot be resolved:

i) ***You*** have the right to cancel this Policy from a date agreed by ***You*** and ***Us*** and, providing no claims have been made, ***We*** will refund a proportionate part of the premium paid for the unexpired period of cover.

ii) ***We*** may, at ***Our*** option, exercise ***Our*** right under Policy Condition 3) Cancellation.

Except where stated all other Policy and Section terms and conditions will continue to apply.

The above conditions do not affect ***Our*** right to avoid this Policy if ***We*** discover information material to ***Our*** acceptance of the risk. Please refer to the important note within The Contract of Insurance page of ***Your*** Policy booklet.

15) Subject to Survey

If any insurance by this Policy has been granted subject to survey, then continuance of cover after the survey by ***Us*** shall be subject to ***You*** complying with the completion of any risk improvements required within the timeframe agreed with ***Us***, otherwise ***We*** may. at ***Our*** option, invoke Policy condition 3 - Cancellation

16) Use of Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

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Policy Conditions

17) Contracts (Rights of Third Parties) Act 1999

Except as provided by Policy Condition 18 – Personal Representatives, no party to this Policy intends that any term of this Policy should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person, persons or corporate body who is not a party to this Policy.

18) Personal Representatives

In the event of the death of any party entitled to indemnity under this Policy, ***We*** will cover the deceased's personal representatives in respect of legal liability to pay ***Your*** costs and expenses, claimants' costs and expenses and damages previously incurred by the deceased in respect of accidental:

a) ***Bodily Injury*** or
b) ***Damage*** to ***Property***

provided that:

i) the personal representatives comply with and are subject to the terms and conditions of this Policy to the extent that these can apply
ii) the conduct and control of claims is vested in ***Us***
iii) where more than one party is entitled to indemnity under this condition, ***Our*** total combined liability to all parties shall not exceed the applicable limit of indemnity shown on ***The Schedule***.

19) Law Applicable to the Contract Condition

This Policy will be governed by English law and ***You*** and ***We*** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless ***You*** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

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Policy Exclusions

Each Section of this Policy contains exclusions. They must be read in conjunction with the following Policy Exclusions which apply to all Sections unless otherwise stated.

We will not provide indemnity in respect of

1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event

   a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

   b) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority

   c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) above.

   Exclusion 1) a) does not apply to Section 10 – Employers' Liability, when insured by this Policy

2) death or disablement, injury loss or destruction of or damage to any property, any loss or expense whatsoever, any ***Consequential Loss*** or any legal liability

   a) directly or indirectly caused by or contributed to by or arising from

      i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

      ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

   In respect of Section 10 – Employers' Liability, this exclusion will only apply to:

      i the liability of any principal for whom ***You*** are carrying out a contract

      ii liability assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement.

   b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon

      i) dispersing radioactive material and/or ionising radiation

      or

      ii) using atomic or nuclear fission and/or fusion or other like reaction.

3) a) ***Money***

   b) securities or bonds

   c) jewellery or precious stones

   d) precious metals or bullion

   e) furs or curios

   f) rare books or works of art

   g) goods held in trust or on commission

   h) documents or manuscripts

   i) business books or computer systems records

   j) explosives

   k) property in transit

   unless specifically shown on ***The Schedule***.

   However, exclusions 3) a) to k) do not apply to the following Sections, when insured by this Policy

   1) Terrorism

   2) Employers' Liability

   3) Public and Products Liability

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Policy Exclusions

4) any loss, destruction, damage, ***Bodily Injury*** or liability directly or indirectly caused by, contributed to by or arising from:

a) loss or destruction of or damage to any ***System*** whether owned by ***You*** or not and whether tangible or intangible including any ***Data*** where such loss, destruction or damage is caused by programming or operating error by any person, acts of malicious persons, ***Virus***, ***Hacking***, ***Phishing***, ***Denial of Service Attack*** or failure of any external network

b) loss, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, ***Data*** whether or not caused by ***Hacking***

c) any misinterpretation, use or misuse of ***Data***

d) unauthorised transmission of ***Data*** to any third party or transmission of any ***Virus***

e) loss or destruction of or damage to any other property directly or indirectly caused by, contributed to by or arising from loss, destruction, damage or a cause described in a), b), c) or d) of this exclusion

but this shall not exclude loss, destruction or damage which results from a ***Defined Contingency*** which is not otherwise excluded except for acts of malicious persons which do not involve physical force or violence.

5) any ***Damage*** to any ***Property*** in Northern Ireland directly or indirectly caused by, contributed to by or arising from riot, civil commotion and (except in respect of ***Damage*** or loss of ***Gross Profit*** or ***Increase In Cost Of Working*** by fire or explosion) labour disturbances or malicious persons.

6) a) exposure to

b) inhalation of

c) fears of the consequences or exposure to or inhalation of

d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing ***Asbestos***.

This exclusion shall not apply if in respect of such removal or disposal of asbestos or products made entirely of mainly of ***Asbestos***:

i. such activity does not form part of ***The Business*** or contract and

ii. the discovery of ***Asbestos*** by ***You*** is unintentional and accidental and that upon discovery of ***Asbestos*** or products made entirely or mainly of ***Asbestos*** all work immediately stops and

iii. an HSE licenced ***Asbestos*** removal contractor is employed as soon as practicable to make safe the area in which the discovery is made and who have Employers' and Public Liability insurance in force for limits no less that those provided by this Policy and that such work is not excluded by the contractor's own Employers' and Public Liabilities Policy.

7) any cover or be liable to provide any indemnity or payment or other benefit under this Policy to the extent that providing such cover, indemnity, payment or benefit would expose ***Us*** or any of the Ageas group of companies to the violation of any:

a) sanction, prohibition or restriction imposed under United Nations resolutions, or

b) trade or economic sanctions of the United Kingdom, European Union, the United States of America or any other territory, or

c) laws or regulations of the United Kingdom, European Union, the United States of America or any other territory.

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Underwritten by
Ageas Insurance Limited

Registered office address
Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

www.ageas.co.uk

Registered in England and Wales No 354568

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