



# Optima Trade & Professional

## Policy Wording

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**To make a claim, call 0345 122 3283**  
Please save this number to your mobile phone

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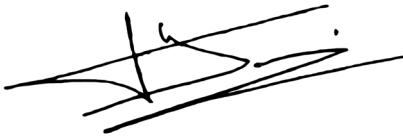
# Optima Trade & Professional Policy

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 and sub-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 **your agent** immediately if this **policy** does not meet **your** needs.

This **policy** has been signed for and on behalf of **us**.

Signed

A handwritten signature in black ink, appearing to be 'François-Xavier Boisseau', written over a set of horizontal lines.

François-Xavier Boisseau - CEO, Insurance  
Ageas Insurance Limited

# Important Notice

**You** have a duty to make a fair presentation of all material and relevant facts 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 are material and relevant to **us**, here are some key examples:

- **Number of persons working in the business** – the premium charged for this **policy** is based on the total number of persons working in the **business**, as declared to **us** by **you**. The maximum number of workers permitted under this **policy** is 10 during the first **period of insurance** and 15 during any subsequent **period of insurance**. If the number of workers increases beyond the number shown on the **schedule** during the **period of insurance**, **you** must notify **us** within 30 days of such increase or by the renewal date whichever is the earlier. If the total number exceeds the maximum permitted under the **policy** however **you** must notify **us** immediately.

If part-time workers are used, it is the number of persons that must be declared to **us**, not their full-time equivalents.

Sub-Section A – Public and Products Liability - the number of persons shown on the **schedule** must include all persons working in the **business** i.e. working proprietors, **partners**, working **directors**, direct **employees**, labour only subcontractors or other self-employed persons for labour only, agency workers, trainees, apprentices, work experience persons or volunteers. If **you** use bona-fide subcontractors, **your** annual payments to them must not exceed 25% of **your** annual **turnover** and **you** must obtain documentary evidence of their public liability insurance before they commence work on any contract and a record of such evidence must be retained.

Sub-Section B – Employers' Liability - proprietors or **partners** of unincorporated companies do not need to be included in the number shown on the **schedule** but working **directors** and all other **employees** i.e. direct **employees**, labour only subcontractors or other self-employed persons for labour only, agency workers, trainees, apprentices, work experience persons or volunteers must be included – please refer to the **policy** definition of **employee** for full details. If labour only subcontractors are engaged by the **business**, they must be included regardless of whether or not they hold public liability insurance in their own name. Whenever **employees** are engaged by the **business**, **you** must ensure that employers' liability insurance is in force.

- **Who you are** – the legal entity that owns the **business**
- **Business status** – sole proprietor, partnership, limited liability partnership or a limited company
- **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** in the statement of fact e.g. previous bankruptcies, company liquidations, convictions, claims etc.

Other material and relevant 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 agent**.

# How to make a claim

If **you** need to make a legal expenses claim and this section is shown as being operative on the **schedule**, please refer to the separate Business Legal Guard policy wording for details. For all other claims please contact **our** commercial claims department on **0345 122 3283**. The line is open 24 hours a day, 365 days a year. Alternatively, **you** can write to **us** at:

Commercial Claims Department  
Ageas Insurance Limited  
Ageas House  
The Square  
Gloucester Business Park  
Brockworth  
Gloucestershire  
GL3 4FA

The claims handler will take full details of the claim and guide **you** through the next steps. Depending on the value and type of claim, the claims handler may seek help from a loss adjuster. Loss adjusters are claims experts who will visit **you** or a third party claimant to assist with the assessment of the claim.

Once **we** have been notified of a claim, **we** will tell **your agent**. The notification letter gives **your agent** the opportunity to become involved in the claim if either **you** or they wish. Once the claim has been settled, a letter is sent to **your agent** confirming settlement and the amounts paid.

## 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, 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. Remember, if **you** do not have **your** own contractor, call Business Emergency Assistance on **0345 122 8935** to arrange for an approved contractor to effect repairs, any time of the day or night.
- 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.

- Ensure that any letter or notice received is sent to **us** immediately unanswered and unacknowledged.
- **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**.
- Any **injury** to an **employee** should be reported to **us** regardless of whether a formal claim has been made against **you**. **We** can then decide whether **we** need to investigate and provide advice to **you**.

## Don't

- Dispose of any evidence or damaged items - **we** may wish to see them.
- Wait for estimates to be obtained for work to be carried out before notifying **us** of a claim.
- Admit or deny responsibility for any incident involving **injury** to others or **damage** to their **property**.

## Replacement Service

**We** have a number of suppliers that can repair **your property** or replace items lost, stolen or damaged beyond repair. If one of **our** suppliers is used **you** will not need to obtain estimates and **we** will settle directly with the supplier. **You** will be responsible for the payment of any applicable **excess**. **You** will only be responsible for payment of the VAT element if **you** are VAT registered. **You** will be invoiced accordingly.

## 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.
- If **you** are not using **our** replacement service **we** will also need:
  - i at least two estimates for the replacement of lost, damaged or stolen items
  - ii 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:

- Copies of **your** trading accounts and Construction Industry Scheme (CIS) returns.
- Medical reports or similar evidence.
- Customer disclaimers (treatment risk cover).
- Evidence of bona-fide subcontractors' own public liability insurance.



# Legal and business helpline services

As an Ageas policyholder with a current **policy**, **you** are automatically entitled to the following helpline services.

To help **us** to check and improve **our** service standards, calls are recorded.

## Business legal advice – 0345 122 8931

This helpline is available 24 hours per day, 365 days a year to provide confidential legal advice over the phone on legal problems under the laws of the countries of **Europe**.

## UK tax advice – 0345 122 8931

This helpline is available between 9.00am and 5.00pm from Monday to Friday to provide confidential advice over the phone on any tax matters under the laws of England, Scotland, Wales and Northern Ireland.

## Redundancy approval – 0345 322 0176

This service is available between 9.00am and 5.00pm on weekdays (except bank holidays) to provide specialist advice if **you** are planning redundancies. This will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. If **you** opt to use this service a charge will be payable by **you**.

## Confidential counselling helpline – 0345 122 8934

This helpline is available 24 hours per day, 365 days a year for an **employee** (including family members permanently living with them) needing confidential help and advice. **Our** qualified counsellors are available to provide telephone support on any matter that is causing **your employee** upset or anxiety, from personal problems to bereavement. Due to their sensitivity, counselling calls are not recorded.

## Business emergency assistance – 0345 122 8935

This helpline is available 24 hours per day, 365 days a year to arrange help straight away if an unforeseen emergency causes **damage** to the **premises** or creates a health and safety hazard. **We** will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility, although if the **damage** is insured **you** will be able to make a claim for repair of the **damage**.

Please do not phone the helpline service numbers to report an insurance claim.

The helpline services are provided on **our** behalf but not by **us**. **We** take no responsibility for the advice or assistance given or for the failure of the helpline which may result from an exceptional event that is beyond the control of **us** and the helpline service provider.

# What to do if you have a complaint

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 agent** 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/complaints](http://www.ageas.co.uk/complaints) (please include **your** policy number and claim number if appropriate).

Customer Services Adviser  
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 next 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. **We** will always aim to resolve **your** complaint within four weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response. If **we** cannot resolve the differences between **us**, **you** may refer **your** complaint to the Financial Ombudsman Service if:

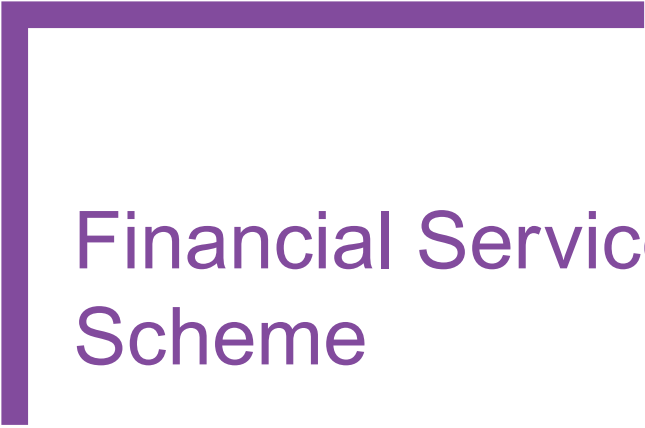
- **you** have an annual turnover of less than EUR 2 million and fewer than 10 employees, and
- if for any reason **you** are still dissatisfied with **our** final response, or
- if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

**You** can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once **you've** tried to resolve it with **us**.

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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



# Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme.

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](http://www.fscs.org.uk).



# Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **personal information**.

In this notice, **we** and **us** and **our** mean Ageas Insurance Limited and **you** and **your** mean **you** and **your** as defined in the Definitions section of the policy wording. **Personal information** means any information **we** have about **you** and the other people insured under **your** policy such as any director, officer, partner or employee of **your** business or any other person connected with **your** business.

Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

## Sensitive information

Some of the **personal information** that **we** ask **you** to provide is known as “sensitive personal data”. This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

## How we use personal information

**We** are part of the Ageas group of companies. **We** may share **personal information** with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to [www.ageas.co.uk](http://www.ageas.co.uk).

**We** will use **personal information** to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your agent**. **We** will also use **personal information** to assess **your** insurance application and provide information to credit reference agencies.

**We** may research, collect and use data about **you** from publically available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

**We** may have to share **personal information** with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

**We** will share **personal information** with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;

- to prevent or detect crime, including fraud (see below);
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

**You** can ask for further information about **our** use of **personal information**. If **you** require such information, please write to the Data Protection Officer at the address set out below.

## Preventing and detecting crime

**We** may use **personal information** to prevent crime. In order to prevent and detect crime **we** may:

- check **personal information** against **our** own databases;
- share it with fraud prevention agencies. **Your personal information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant **personal information** with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

## Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or any director, officer, partner or employee of **your** business or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy.

## Marketing

**We** may use **personal information** and information about **your** use of **our** products and services to carry out research and analysis.

**We** will only use **personal information** to market **our** products and services to **you** if **you** agree to this.

## Data Protection Notice - continued

### Monitoring and recording

**We** may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

### Further information

**You** are entitled to receive a copy of any **personal information we** hold about **you**. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **personal information**, please write to:

Data Protection Officer  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
SO53 3YA

giving **your** name, address and insurance policy number.

**We** may charge **you** a small fee for this.

If **we** change the way that **we** use **personal information**, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

**You** have the right to complain to the Information Commissioner's Office at any time if **you** object to the way **we** use **your personal information**. For more information please go to [www.ico.org.uk](http://www.ico.org.uk).

# Definitions

Words which appear in bold within this **policy** will have the meaning defined below. The Legal Expenses Section has its own set of definitions within the Business Legal Guard policy wording.

## Agent

A person or company who advises **you** on insurance and represents **you** and acts on **your** behalf when arranging insurance policies.

## Bodily injury

Physical injury to the body caused by accidental, external, violent and visible means or exposure to the elements.

## Business

The business as shown on the **schedule** including:

- a the ownership, repair and maintenance of the **premises**
- b the provision of fire and security services at the **premises**
- c the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- d the performance of private work undertaken by **employees** for **you**, or with **your** consent, for any **director**, **partner** or senior executive of **yours**
- e participation in exhibitions, trade shows and conferences.

## Business Contents

- a machinery, plant, equipment, trade utensils, **tools**, implements, fixtures and fittings
  - b patterns, models, moulds, plans and designs
  - c computer records, documents, manuscripts and business books but only for the cost of the materials and clerical labour expended in their reproduction or restoration if more economical and for an amount not exceeding £5,000 or the business contents sum insured whichever is lower
  - d tenants' improvements
  - e computer equipment together with other peripheral devices which are designed to be used in conjunction with such equipment for an amount not exceeding £5,000 or the business contents sum insured whichever is lower
- used for the purposes of the **business**, owned by **you**, a **director** or **partner** or for which **you** or they are responsible excluding:
- i landlord's fixtures and fittings
  - ii glass, blinds and signs
  - iii **money**
  - iv **stock**.

## Claimants' Costs and Expenses

The costs incurred by someone making a claim against **you** which **you** are legally liable to pay.

## Consequential Loss

Consequential or indirect loss (that is any **damage** or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). 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.

## Contract

Any contract or agreement entered into by **you** with a **principal** for the purpose of carrying out work in connection with the **business**.

## Contract Price

The sum agreed between **you** and the **principal** prior to commencement of the works as payment for completion of the **contract works**, or where there is no **principal**, the cost to **you** of the **contract works**.

## Contract Works

The permanent and temporary works carried out or to be carried out under any **contract** including materials for incorporation therein to the extent that **you** are responsible under the **contract**.

## Damage

Loss, destruction or damage.

## Data

Information represented or stored electronically including but not limited to code, or series of instructions, operating systems, software, programs and firmware.

## Deferment Period

The number of consecutive days as shown on the **schedule** following **bodily injury** in which no benefit is payable.

## Definitions - continued

### Defined Peril

- a Fire
- b Lightning
- c Explosion
- d Riot, civil commotion, labour or political disturbances
- e **Damage** by malicious persons
- f Earthquake or subterranean fire
- g Impact by:
  - i aircraft and other flying objects or articles dropped from them
  - ii road vehicles, trains or trams
  - iii animals or birds
  - iv falling aërials, masts or satellite dishes
  - v falling trees and branches
- h Storm
- i Flood
- j Escape of water from any water, drainage or heating system
- k Escape of oil from any fixed oil fired heating installation.

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excessive traffic into network addresses, the exploitation of system or network weaknesses and the generation of excessive or non-genuine traffic between and amongst networks.

### Director

A director of **you** where **you** are a limited company.

### Employee

Any:

- a person under a contract of service or apprenticeship with **you**
- b prospective employee who is being assessed as to their suitability for employment
- c labour master (or labour only subcontractor) or person supplied by them
- d self-employed person used for labour only
- e person hired or borrowed by **you** from another employer including agency workers
- f volunteer or voluntary worker
- g trainee or person undertaking work for **you** under a work experience placement

whilst engaged by **you** in the course of the **business** and under **your** direct control or supervision.

### Europe

The member countries of the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland.

### Excess

The first amount of a claim **you** must pay.

### Existing Structures

Any **property** which, prior to the commencement of any **contract** or speculative development, forms or has formed part of any structure at the **contract** site.

### Gross Income

The money paid or payable to **you** for work done and services provided by **you** in the course of the **business** less the cost of consumable goods.

### Hacking

Unauthorised access to any computer or other equipment or component or **system** or item which processes, stores, transmits or retrieves **data**, whether owned by **you** or not.

### Hired-in Plant and Equipment

Contractors plant, machinery and equipment including site huts or other temporary site buildings and contents therein (excluding **tools** or **own plant and equipment**) hired-in by **you** for use in connection with the **contract** to the extent that **you** are responsible under the hire agreement. Hired-in plant and equipment is deemed to exclude plant and equipment that is the subject of a leasing or hire purchase agreement between **you** and a lessor or hire purchase company.

### Increase in Cost of Working

The additional expenditure necessarily 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 beginning with the occurrence of the **damage** and ending not later than the last day of the maximum indemnity period shown on the **schedule** during which the results of the **business** shall be adversely or positively affected in consequence of the **damage**.

### Injury

Bodily injury, death, illness or disease.

### Insured Person

A person included in a group of persons shown on the **schedule** under the Personal Accident Section but excluding any temporary **employee**, labour only subcontractor, volunteer or voluntary worker or person undertaking work for **you** under a work experience placement.

### In Transit

- a being loaded on or into a **vehicle**
- b being carried by a **vehicle**
- c contained in or on a **vehicle** whilst parked or stationary during transit for a period not exceeding 24 consecutive hours
- d kept within a securely locked building during transit for a period not exceeding 24 consecutive hours
- e being unloaded off or from a **vehicle** but not including positioning, installation, commissioning or erection subsequent to unloading.

### Maintenance Period

The period specified in the **contract** during which **you** are responsible for rectifying defects arising from the **contract works**.

## Money

Coins, bank and currency notes, bankers drafts, postal and money orders, cheques, bills of exchange, warrants, travellers cheques, prepaid travel money cards, unused current postage stamps, holiday with pay stamps, stamped holiday with pay cards, National Savings Certificates, Premium Bonds, luncheon vouchers, credit and debit card sales vouchers, gift tokens, activated gift cards, consumer redemption vouchers, lottery and other prize scratch cards, top up cards, telephone cards and vouchers, prepaid travel cards, unexpired units in franking machines and VAT purchase invoices belonging to **you** or for which **you** are responsible and pertaining to the **business**.

## Operative Time

The period of time as shown on the **schedule** during which an **insured person** is covered by the Personal Accident Section.

## Outstanding Debit Balances

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.

## Own Plant and Equipment

Contractors plant, machinery, equipment including site huts or other temporary site buildings and contents therein (excluding **tools or hired-in plant and equipment**) owned by **you** and for use in connection with the **contract**. Own plant and equipment is deemed to include plant and equipment that is the subject of a leasing or hire purchase agreement between **you** and a lessor or hire purchase company.

## Partner

A partner of **you** where **you** are a partnership or a member of **you** where **you** are a limited liability partnership but not any member also deemed to be in **your** employment.

## Period of Insurance

The period of time this **policy** is effective as shown on the **schedule** or until this **policy** is cancelled. Each renewal represents the start of a new period of insurance.

## Policy

This policy is made up of a number of documents. These documents are:

- a the policy wording
- b the Business Legal Guard policy wording if legal expenses are insured
- c the **schedule**
- d the endorsements
- e the statement of fact or proposal form.

## Polluting or Contaminating Substance

Any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

## Pollution or Contamination

- a all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b all **injury or damage** directly or indirectly caused by such pollution or contamination arising from any **polluting or contaminating substance**.

## Portable Hand Tools

A tool, either manual or power driven:

- a that is designed so that the entire tool (other than any power supply lead, hose or cable) is held and applied to the work by hand whilst in use and
  - b that is capable of being carried by one person without assistance of any kind
- excluding any generator, compressor or similar power supply equipment required to operate such tool.

## Practical Completion

**Contract works** which are:

- a completed or
- b complete except for the prospective purchasers' or tenants' choice of decorations or fixtures and fittings.

## Premises

The buildings and the land inside the boundaries of the risk address shown on the **schedule** that are occupied or used by **you** in connection with the **business** but not where the address shown is a postal address only.

## Principal

Any person, firm, company, ministry or authority for whom **you** undertake work or provide **products supplied** under a contract or agreement in the course of the **business**.

## Products Supplied

Any goods (including containers) sold, supplied, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by **you** in the course of the **business**.

## Property

Material property which shall not include **data**.

## Schedule

The document that shows:

- a **your** name and address
- b the **business**
- c the **period of insurance**
- d the sections of this **policy** which are operative
- e the **excesses** which apply
- f the premium **you** must pay
- g the property that is insured
- h the limits of indemnity, sums insured and **indemnity periods**
- i details of any extensions or endorsements to the cover.

## Secure Compound

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



## Definitions - continued

### Standard Gross Income

The **gross income** during the 12 month period immediately before the date of the **damage** which corresponds with the **indemnity period** adjusted to provide for trends, variations or special circumstances affecting the **business** either before or after the occurrence of **damage** or which would have affected the **business** had the **damage** not occurred, so that the figure represents as near as practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**.

### Stock

Stock in trade including raw materials, work in progress and finished goods, owned by **you** or held in trust by **you**.

### System

Computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment.

### Territorial Limits

#### For the Material Damage, Business Interruption and Contractors All Risks Sections

England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

#### For the Tools All Risks and Stock in Transit Section

- a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- b **Europe** but only in connection with temporary work where the duration does not exceed six months during the **period of insurance**.

#### For the Liability Section

- a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- b Elsewhere in the world but only in respect of:
  - i temporary work as allowed by the Temporary Work Overseas extensions to the section
  - ii temporary visits as allowed by the Overseas Personal Liability extension to the Public and Products Liability sub-section.

#### For the Personal Accident Section

- a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- b Elsewhere in the world but only in respect of temporary work as allowed by the Temporary Work Overseas extension to the section.

### Terrorism

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

### Tools

- a **portable hand tools**
  - b ladders or steps
  - c portable office equipment
  - d laptops, palm tops, notebooks, personal digital assistants (PDAs) or other hand held computers together with other peripheral devices which are designed to be carried and used in conjunction with such equipment
  - e mobile telephones
  - f portable photographic or videographic equipment together with other peripheral devices which are designed to be carried and used in conjunction with such equipment
  - g hand held satellite navigation, surveying, diagnostic or measuring devices
- used for the purposes of the **business**, owned by **you** or a **director, partner** or a direct, permanent **employee**, or for which **you** or they are responsible.

### Turnover

The money paid or payable to **you** for **products supplied** and services provided in the course of the **business**.

### Unoccupied

A building that is:

- a empty or
  - b not in use
- for more than 30 consecutive days.

### Vehicle

A mechanically propelled conveyance with or without attached trailers.

### Virus

Computer viruses or worms, trojan horses, logic bombs or other malware, programming instructions or any set of instructions designed to achieve an unexpected, unauthorised or undesirable effect or operation or otherwise adversely affect computer programs, data files or operations whether involving self replication or not.

### We, Our, Us

Ageas Insurance Limited.

### You, Your

The person, persons or corporate body named on the **schedule** as the Insured including subsidiary companies notified by you and accepted by **us**.

### Your Costs and Expenses

- a costs and expenses incurred with **our** consent in defending any claim
- b costs incurred with **our** consent for solicitors' fees for representation at any coroner's court, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within **Europe**) in respect of any occurrence which may be the subject of indemnity under the Liability Section
- c legal costs incurred with **our** consent for defending a charge of manslaughter or any equivalent charge or a breach of health and safety at work, data protection, food safety or consumer protection legislation.



# General Exclusions

These exclusions apply to the whole **policy**. Additional exclusions may apply to individual sections and sub-sections. Please refer to the section and sub-section wordings for details.

## 1 Radioactive Contamination

With the exception of Sub-Section B – Employers' Liability of the Liability Section, this **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to, by or arising from:

- a ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

## 2 War

With the exception of Sub-Section B – Employers' Liability of the Liability Section, this **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

## 3 Northern Ireland

This **policy** does not cover 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 accidental **damage** or loss of **gross income** or **increase in cost of working** by fire or explosion) labour disturbances or malicious persons.

## 4 Terrorism

This **policy** does not cover any **damage, injury or liability** 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 any act of **terrorism**

except as provided by Sub-Section A – Public and Products Liability and Sub-Section B – Employers' Liability of the Liability Section of this **policy**.

In any action, suit or other proceedings, where **we** allege that by reason of the provisions of this exclusion any **damage, injury** or liability is not covered by this **policy**, the burden of proving that such **damage, injury** or liability is covered shall be upon **you**.

## 5 Electronic Risks

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a **damage** to any **system** or item which processes, stores, transmits, retrieves or receives **data** whether owned by **you** or not and whether tangible or intangible (including any **data** or information or programs or software) where such **damage** is caused by programming or operating error by any person, acts of malicious persons, **virus, hacking, denial of service attack** or failure of any external network
- b the erasure, loss, distortion or corruption of **data** or unauthorised access to or modification of **data** or information on **systems** or other records, programs or software
- c any misinterpretation, use or misuse of **data** or information on **systems** or other records or software
- d unauthorised transmission of **data** to any third party, or transmission of any **virus**
- e **damage** to any other property directly or indirectly caused by or arising from **damage** described in a, b, c or d of this exclusion

but this shall not exclude accidental **damage** or loss of **gross income** which results from a **defined peril** which is not otherwise excluded for **business contents** except for acts of malicious persons which do not involve physical force or violence.

## 6 Pollution

(Not applicable to the Employers' Liability, Legal Expenses or Personal Accident Sections)

This **policy** does not cover any **damage** or liability directly or indirectly caused by, contributed to by or arising from **pollution or contamination** except for (unless otherwise excluded):

- a **damage** to the **property** insured caused by:
  - i **pollution or contamination** which itself results from a **defined peril**
  - ii a **defined peril** which itself results from **pollution or contamination**
- b any cover provided under the Liability Section of this **policy** where the **damage** is shown to come within the exception to Exclusion 6 – Pollution of the exclusions to Sub-Section A – Public and Products Liability of the Liability Section.

## 7 Territorial Limits

This **policy** does not cover any **damage, injury** or liability occurring outside the **territorial limits**.

## General Exclusions - continued

### 8 Asbestos

This **policy** does not cover any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided:

- a such activity does not form part of **your** usual business
- b the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- c an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers' and public liability insurance in force for limits no less than those stated on **your** own such policies and that such work is not excluded by the contractor's own employers' and public liability policy.

# General Conditions

These conditions apply to the whole **policy**. Additional conditions may apply to individual sections or sub-sections. Please refer to the section and sub-section wordings for details.

## 1 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.

## 2 Fraud

**We** will not pay 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.

## 3 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 **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.

**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) exceeds the amount of the premium paid.

## 4 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 14 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) exceeds the amount of the premium paid.

## 5 Renewal

**We** are not bound to offer renewal of this **policy**.

## General Conditions - continued

### 6 Law Applicable to the Policy

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).

### 7 Language

The contractual terms, conditions, exclusions and other information relating to this **policy** will be in the English language.

### 8 Contracts (Rights of Third Parties Act) 1999

Except as provided by General Condition 10 – 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 who is not a party to this **policy**.

### 9 Reasonable Precautions

**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.

### 10 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 **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**.

# Claims Conditions

These conditions apply to the whole **policy** unless otherwise stated.

## 1 Claims Procedure - Your Responsibilities

Failure to comply with these responsibilities will affect the payment of any claim.

- a **You** must not negotiate or settle any claims made against **you** by anyone else or admit or deny responsibility for any incident involving **injury** to others or **damage** to their **property** unless **we** agree otherwise in writing.
- b **You** must:
  - i on discovery of any **damage** by theft or attempted theft or by malicious persons or loss of **money** give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to **us**
  - ii notify **us** within seven days of any **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft. Any other incident that may give rise to a claim under this **policy** must be reported to **us** and full written particulars of the loss supplied as soon as possible after the event at **your** expense
  - iii immediately send **us** unanswered and unacknowledged any letter or notice received alleging that **you** or anyone working for **you** is responsible for causing an **injury** to any person or **damage** to any **property**. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**
  - iv take immediate action to minimise loss, prevent further **damage, injury or bodily injury** and avoid interruption or interference with the **business**
  - v keep all damaged **property** until **we** give permission to dispose of it
  - vi provide at **your** expense all information and assistance as **we** may reasonably require
  - vii provide, if **we** require, a statutory declaration of the truth of the claim.

## 2 Claims Procedure - Our Rights

**We** shall:

- a be allowed by **you** to enter the **premises** 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.

## 3 Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**
- b take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this **policy**.

## 4 Contribution

(Not applicable to the Liability or Personal Accident Sections)

If **you** have any other insurance policies that cover the same **damage** or liability as this **policy**, **we** will only pay **our** share of any claim.

## 5 Arbitration

(Not applicable to the Liability Section)

If **we** agree to pay **your** claim, but **you** disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the Arbitration Act. **You** may not take legal action against **us** over this disagreement until the arbitrators have made their decision.

## 6 Discharge of Liability

(Applicable to the Liability Section only)

**We** may, at any time, pay **you** in connection with any claim or series of claims:

- a the amount of the limit of indemnity
- b any lower amount for which such claim or claims can be settled

less any sum or sums already paid as damages, **claimants' costs and expenses** and **your costs and expenses**.

On payment, **we** shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of **claimants' costs and expenses** and **your costs and expenses** incurred prior to the date of such payment.

## 7 Automatic Reinstatement

(Not applicable to the Liability Section, Personal Accident Section or Sub-Section B – Money of the Material Damage Section)

Upon notification of a claim to **us**, unless **we** or **you** give written notice to the contrary, the sums insured shall be reinstated to their full amount provided that:

- a **you** shall pay the appropriate additional premium from the date of the loss to the expiry of the **period of insurance** if **we** request the additional premium
- b the total of the amounts reinstated during any one **period of insurance** shall not exceed the sum insured shown on the **schedule**.

# Liability Section

## Sub-Section A – Public and Products Liability

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

#### Public Liability

**We** will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental:

- a **injury**
- b **damage to property**
- c obstruction, trespass, nuisance or interference with any right of way, light, air or water

occurring during the **period of insurance** and arising in the course of the **business** and within the **territorial limits**.

**We** will pay **your costs and expenses** in addition.

#### Products Liability

**We** will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental:

- a **injury**
- b **damage to property**

occurring during the **period of insurance** and arising out of **products supplied** in the course of the **business** in or from England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

**We** will pay **your costs and expenses** in addition.

#### Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause shall not exceed:

- a in respect of an act of **terrorism**, the terrorism limit of indemnity
- b in respect of an occurrence of **pollution or contamination**, the pollution limit of indemnity
- c in respect of all claims, other than by an act of **terrorism** or occurrence of **pollution or contamination**, the public and products liability limit of indemnity

shown on the **schedule** for this sub-section.

For products liability, the limit of indemnity shown on the **schedule** is also the maximum amount **we** will pay during any **period of insurance**.

Where liability arises out of or in connection with an act of

**terrorism**, **our** maximum liability including damages, **claimants' costs and expenses** and **your costs and expenses** under this sub-section will not exceed the terrorism limit of indemnity shown on the **schedule**.

If **we** allege that by reason of the **terrorism** limitation any **damage**, cost or expense is not covered, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties shall not exceed the applicable limit of indemnity shown on the **schedule**.

## Extensions to Sub-Section A – Public and Products Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

### 1 Contractual Liability

**We** will cover **you** in respect of liability assumed under the terms of a contract or agreement provided that liability would also have attached in the absence of such contract or agreement.

**We** will also cover **you** in respect of liability assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement but only to the extent that such liability is otherwise covered by this **policy** and provided that **we** shall not be liable for:

- a liquidated damages, fines or penalties
- b **damage to property** against which **you** are required to effect insurance under the terms of Clause 6.5.1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract or any revision or successors thereof or any other contract condition requiring insurance of a like kind
- c **injury or damage to property** arising in connection with the performance of work outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d **injury or damage to property** caused by any **products supplied**
- e **damage to property** forming the subject of a contract or agreement for work therein or thereon including any costs or expenses incurred in connection therewith
- f any liability or costs arising from a breach of the Data Protection Act 1998.

Cover under this extension is subject to the conduct and control of claims being vested in **us**.



## 2 Corporate Manslaughter – Legal Defence Costs

**We** will pay **your costs and expenses** and prosecution costs awarded against **you** incurred in connection with the defence of criminal proceedings brought against **you**, or any appeal against conviction, in respect of a charge or investigation in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs in connection with a charge relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d for costs in connection with proceedings for which a claim has been admitted under Sub-Section B - Employers' Liability
- e for the costs of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- f if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

## 3 Health and Safety at Work Act 1974 – Legal Defence Costs

**We** will cover **you** and, at **your** request, any **director, partner** or **employee** in respect of **your costs and expenses** incurred in the defence of a prosecution and prosecution costs awarded against **you**, including an appeal against a conviction brought for a breach of:

- a the Health and Safety at Work Act 1974
- b the Health and Safety at Work (Northern Ireland) Order 1978

provided that:

- a the offence under such legislation:
  - i is alleged to have been committed during the **period of insurance** in connection with the **business** and
  - ii does not relate to the health safety and welfare of an **employee**
- b **we** shall not be liable:
  - i for the payment of fines or penalties
  - ii for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
  - iii for costs arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
  - iv unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
  - v if an indemnity is provided by any other insurance.

## 4 Food Safety Act 1990 – Legal Defence Costs

**We** will cover **you** and, at **your** request, any **director, partner** or **employee** for **your costs and expenses** and prosecution costs awarded against **you** in respect of the defence of a prosecution, including an appeal against a conviction, brought for a breach of Part II of the Food Safety Act 1990 committed during the **period of insurance** in connection with the **business** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d unless each any **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- e if an indemnity is provided by any other insurance.

## 5 Consumer Protection Act 1987 – Legal Defence Costs

**We** will cover **you** and, at **your** request, any **director, partner** or **employee** in respect of **your costs and expenses** and prosecution costs awarded against **you** in the defence of a prosecution, including an appeal against a conviction, brought for a breach of Part II of the Consumer Protection Act 1987 committed, or alleged to have been committed, during the **period of insurance** in connection with the **business** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- d unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- e if an indemnity is provided by any other insurance.

## 6 Data Protection Act 1998

**We** will pay:

- a the amount of compensation which **you** become legally liable to pay in respect of damage or distress under the provisions of Section 13, and
- b for defence costs and prosecution costs awarded against **you** in respect of a prosecution under Section 60 of the Data Protection Act 1998 subject to the act or omission from which the legal liability, defence or prosecution cost arises occurring during the **period of insurance** and in the course of the **business** and **you** being registered in accordance with the requirements of the Data Protection Act 1984, or in the process of applying for such registration, which has not been refused or withdrawn provided that **we** shall not be liable:
  - i for the payment of fines or penalties
  - ii for any deliberate act or omission by **you** or any **director, partner** or **employee** from which **you** or they could have reasonably expected liability or costs to attach
  - iii for liability, defence or prosecution costs arising from recording, processing or provision of data for reward

## Liability Section - continued

- iv for liability, defence or prosecution costs arising from determining the financial status of a person
- v for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
- vi for the cost of rectifying, replacing, reinstating or destroying or erasing any data
- vii if an indemnity is provided by any other insurance.

### 7 Defective Premises Act 1972

**We** will cover **you** in respect of legal liability incurred by **you** during the **period of insurance** for accidental:

- a **injury** or
- b **damage**

arising solely by reason of:

- i Section 3 of the Defective Premises Act 1972 or
- ii Section 5 of the Defective Premises (Northern Ireland) Order 1975

in connection with premises which were owned by **you** in connection with the **business** but have been disposed of by **you** provided that **we** shall not be liable:

- i for the cost of remedying any defect or alleged defect in the premises
- ii if **you** are entitled to indemnity from any other source.

### 8 Leased, Hired or Rented Premises

**We** will cover **you** in respect of legal liability incurred by **you** as a tenant of premises **you** lease, rent or hire for the purpose of the **business** within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man in respect of:

- a accidental **damage** to buildings including any landlord's fixtures and fittings
- b reinstatement or repair of accidental **damage** to the underground water pipes, gas pipes, drains or sewers, electricity and telephone cables extending from the public mains to the buildings occupied by **you** in connection with the **business** but excluding **consequential loss** of any kind or description provided that **we** shall not be liable for liability attaching to **you** solely by the terms of the tenancy or any other agreement.

### 9 Motor Contingent Liability

**We** will cover **you** in respect of legal liability incurred by **you** for accidental:

- a **injury** or
- b **damage to property**

arising out of the use of any motor vehicle in the course of the **business** provided that **we** shall not be liable:

- i for any vehicle owned or provided by **you** or any **principal** for whom **you** are working or any subcontractor acting for **you** or on **your** behalf
- ii for **damage** to such vehicle or to goods conveyed in or on it
- iii for any vehicle being driven by any person **you** or **your** representative know does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- iv where indemnity is provided under any other insurance or security
- v for liability arising outside **Europe**
- vi to provide cover in respect of any party other than **you**.

### 10 Wrongful Arrest

**We** will pay for all sums which **you** become legally liable to pay in respect of **your costs and expenses, claimants' costs and expenses** and damages awarded against **you** or any **director** or **partner** as a result of charges of wrongful arrest or malicious prosecution being brought against **you** or any **director** or **partner** provided that:

- a the person subjected to wrongful arrest or malicious prosecution is not an **employee**
- b such charges are brought in connection with the **business** during the **period of insurance**.

### 11 Overseas Personal Liability

**We** will cover **you** or any **director, partner** or **employee** or any member of their family accompanying them in respect of legal liability incurred in a personal capacity arising out of accidental:

- a **injury** to any person
- b **damage to property**

occurring during the **period of insurance** during visits of less than six months duration in connection with the **business** to territories other than England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man provided that:

- i the conduct and control of all claims is vested in **us**
- ii any person entitled to indemnity under this extension complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- iii **our** total liability will not exceed the Public and Products Liability limit of indemnity shown on the **schedule**.

**We** will not pay for:

- a for liability arising from or in connection with:
  - i any business, profession or trade
  - ii the ownership or occupation of land or buildings
  - iii the ownership, possession or use of:
    - mechanically propelled vehicles and anything attached to them
    - craft intended to travel through air or space
    - hovercraft and watercraft (other than non mechanically propelled craft less than nine metres in length used on inland waters)
    - animals (other than pet domestic animals)
- iv **property** held in trust
- v **injury** to any **director, partner** or **employee** or family member accompanying them
- b liability more specifically insured
- c liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

### 12 Temporary Occupation of Buildings

Where buildings are temporarily occupied by **you** for the purpose of carrying out work in connection with the **business**, **we** will cover **you** in respect of legal liability incurred by **you** for accidental **damage** to such buildings or their contents occurring during **your** occupancy provided that:

- a such buildings are not owned, leased, hired or rented by **you** or any subcontractor acting for or on **your** behalf
- b such buildings or contents do not form part of the **contract works**
- c such building is not situated outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man

- d **we** are not liable for **damage** that is the result of the work being undertaken.

### 13 Temporary Work Overseas

In respect of work undertaken in connection with the **business** by **you** or any **director, partner** or **employee** normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, **we** will cover **you** in respect of legal liability incurred by **you** for accidental:

- a **injury** or
  - b **damage to property**
- arising from work undertaken elsewhere in the world provided that:
- i the duration of such work does not exceed six months during the **period of insurance**
  - ii any work outside **Europe** consists solely of clerical, sales promotion or administrative work or participation in but not the hosting or management of exhibitions, trade shows or conferences.

## Exclusions to Sub-Section A - Public and Products Liability

### 1 Excess

**We** will not pay for the amount of the **excess** shown on the **schedule**.

### 2 High Risk Applications

**We** will not pay for liability arising from or in connection with any **products supplied** known by **you** or any **director, partner** or **employee** to be used in connection with aircraft, hovercraft, aerial devices, watercraft, drilling platforms or rigs, motor vehicles, railways, railway locomotives or carriages, operational areas of gas, chemical, nuclear, petrochemical or power generation plants or mines.

### 3 Products Supplied

**We** will not pay for liability arising from or in connection with any products supplied:

- a whilst they are in the custody or control of **you** or any **director, partner** or **employee** in respect of Products Liability cover
- b after they have ceased to be in the custody or control of **you** or any **director, partner** or **employee** in respect of Public Liability cover.

### 4 Employees

**We** will not pay for liability for **injury** sustained by any **employee** arising out of and in the course of their employment by **you**.

### 5 Vehicles

**We** will not pay for liability arising from or in connection with the ownership, possession or use by **you** or on **your** behalf of:

- a any mechanically propelled vehicle or plant being used in circumstances where road traffic legislation requires that there shall be in force a policy of insurance or other security, provided that if **you** are not entitled to indemnity from any other policy or security, this exclusion shall not apply to the bringing to or taking away of the load from any vehicle
- b aircraft, hovercraft, drilling platform or rig and other offshore platforms or watercraft other than hand propelled watercraft, railways, railway locomotives and carriages.

### 6 Pollution

**We** will not pay for liability directly or indirectly arising from or in connection with **pollution or contamination** unless caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **period of insurance**.

All **pollution or contamination** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.

Our total liability for all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** shall not exceed the **pollution** limit of indemnity shown on the **schedule**.

### 7 Defective Work

**We** will not pay for the cost of making good, replacing or reinstating defective work carried out by **you** or on **your** behalf.

### 8 North America

**We** will not pay for liability arising from or in connection with **products supplied** known by **you** or a **director, partner** or **employee** to be supplied directly or indirectly to the United States of America or any territory within its jurisdiction or Canada.

### 9 Design, Advice or Treatment

**We** will not pay for liability arising:

- a from the defective design, plan, formula or specification of **products supplied** if it is given for a fee or if a fee would normally be charged for it
- b out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
- c out of treatment given or administered by **you** or any **director, partner** or **employee** except for any treatments that have been specifically noted as being insured by endorsement to the **schedule**
- d from a failure to give advice or treatment or any lack of professional skill.

### 10 Property in Your Possession

**We** will not pay for **damage** to:

- a **property** belonging to **you**
  - b **property** held in trust or in the custody or control of **you** or any **director, partner** or **employee**
- but this exclusion shall not apply to:
- i any personal **property** (including motor vehicles) of any **director, partner, employee** or visitor of **yours**
  - ii leased, hired or rented premises as provided by Extension 7 – Defective Premises Act 1972 of this sub-section
  - iii buildings temporarily occupied by **you** as provided by Extension 12 – Temporary Occupation of Buildings of this sub-section.

### 11 Property Worked On

**We** will not pay for liability in respect of **damage to property** worked on where the **damage** is as a direct result of the work undertaken.

### 12 Recall Costs

**We** will not pay for the costs incurred by anyone in recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any **products supplied**.

## Liability Section - continued

### 13 Excluded Compensation

**We** will not pay for:

- a liquidated damages, fines or penalties
- b exemplary, punitive or multiplied damages (these are damages in excess of normal compensation awarded to punish **you**).

### 14 Jurisdiction

**We** will not pay for any claim made in the courts of a country outside **Europe**.

## Conditions Precedent to Liability - Sub-Section A - Public and Products Liability

### 1 Bona-fide Subcontractors

It is a condition precedent to **our** liability that:

- a where work is undertaken for or on **your** behalf by any bona-fide subcontractor **you** must, prior to their engagement on each and every occasion during the **period of insurance**, ensure that each bona-fide subcontractor holds public liability insurance that:
  - i is appropriate to the work to be carried out, and
  - ii has a period of insurance that is adequate to provide public liability cover for the duration of the works undertaken by them for or on **your** behalf, and
  - iii has a limit of indemnity which is not less than the limit under Sub-Section A – Public and Products Liability of this **policy**
- b in the event of an occurrence giving rise to a claim in relation to work carried out by any bona-fide subcontractor, if **we** so request, **you** shall provide **us** with documentary evidence of the public liability insurance held by such bona-fide subcontractor at the time of their engagement to undertake the work
- c annual payments to bona-fide subcontractors must not exceed 25% of **your** annual **turnover**.

### 2 Application or Use of Heat on Contract Sites

The application or use of heat on contract sites by **you** is permitted under this **policy** unless specifically excluded by endorsement to the **schedule**.

Where the application or use of heat is permitted, it is a condition precedent to **our** liability that the following procedures are complied with:

#### 1 Before starting work:

- a **employees** on each contract site shall be made aware of the location of the site's fire alarms and fire fighting equipment
- b **you, a director, partner or employee** shall inspect all **property** in the vicinity including, so far as practicable, the area on the other side of any wall or partition to ensure that no combustible material is in danger of ignition either directly or by conducted heat. A record of such inspections must be retained by **you**.
- c the area shall be cleared of all moveable combustible materials to a distance no less than:
  - i 10 metres from the point of use of electric, oxy-acetylene or similar welding or cutting equipment or grinding or cutting wheels and discs

- ii 1 metre from the point of use of blow torches, blow lamps, hot compressed air blowers, hot air guns, hot air strippers, asphalt, bitumen, tar or pitch heaters.

If combustible materials cannot be removed from the areas specified in 1c, i and ii of this condition they must be covered and fully protected by overlapping sheets or screens of non-combustible material.

#### 2 During the progress of work:

- a the work will be carried out only by or under the supervision of trained personnel
- b suitable fire extinguishing appliances will be kept available for immediate use at the scenes of the operations
- c the lighting of all equipment shall be carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment shall be left unattended by **you, a director, partner or employee**
- d gas cylinders not required for immediate use shall be kept outside any building in which the work is taking place or, where work is in the open, shall be removed beyond the areas specified in 1c, i and ii of this condition.

#### 3 After ceasing work:

**You, a director, partner or employee** shall undertake a thorough inspection of:

- a the area within the distances specified in 1c, i and ii of this condition
- b in so far as is practicable, the area on the other side of any wall or partition to ensure that there is no risk of fire.

A record of such inspections must be retained by **you**.

#### 4 Welding or Cutting Equipment:

Whenever electric, oxy-acetylene or similar welding or cutting equipment, grinding or cutting wheels or discs are used **you** will arrange for trained personnel to supervise the progress of work and to remain in attendance at all times until the work ceases and all lighted flame equipment is extinguished.

#### 5 Irons

All electric soldering, carpet seaming or aspirated irons must be thermostatically controlled and whenever they are switched on or hot they must be continually attended by **you, a director, partner or employee**.

#### 6 Heating of Bitumen and Similar Products

Whenever asphalt, bitumen, tar or pitch heaters are used they must be sited in the open (but not on rooftops) and continually attended by **you, a director, partner or employee** for the duration of their use.

For the purposes of this condition, the application or use of heat is deemed to be the use of blow torches, blow lamps, electric, oxyacetylene or similar welding or flame cutting equipment, hot compressed air blowers, hot air guns, hot air strippers, asphalt, bitumen, tar or pitch heaters, grinding or cutting wheels or discs, electric soldering or carpet seaming or aspirated irons.

## Sub-Section B – Employers' Liability

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental **injury** sustained by any **employee** caused during the **period of insurance**, arising out of and in



the course of their engagement by **you** for the purposes of the **business** and happening within the **territorial limits**.

We will also pay **your costs and expenses**.

#### Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause including all compensation, **claimants' costs and expenses** and **your costs and expenses** shall not exceed:

- a in respect of an act of **terrorism** the terrorism limit of indemnity
- b in respect of other claims the employers' liability limit of indemnity

shown on the **schedule**.

If **we** allege that by reason of the **terrorism** limitation any **injury**, cost or expense is not covered, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties shall not exceed the applicable limit of indemnity shown on the **schedule**.

### Extensions to Sub-Section B - Employers' Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

#### 1 Corporate Manslaughter – Legal Defence Costs

We will pay **your costs and expenses** and prosecution costs awarded against **you** incurred in connection with the defence of criminal proceedings brought against **you**, or any appeal against conviction, in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs in connection with a charge relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs arising from an offence committed, or alleged to have been committed outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d for costs in connection with proceedings for which a claim has been admitted under Sub-Section A – Public and Products Liability
- e for the costs of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- f if **you** are entitled to indemnity under any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

#### 2 Health and Safety at Work Act 1974 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee**, in respect of **your costs and expenses** incurred in the defence of a prosecution and prosecution costs awarded against **you**, including an appeal against a conviction brought for a breach of:

- a the Health and Safety at Work Act 1974
  - b the Health and Safety at Work (Northern Ireland) Order 1978
- provided that:
- a the offence under such legislation is alleged to have been committed during the **period of insurance** in connection with the **business** and relates to the health safety and welfare of an **employee**
  - b **we** shall not be liable:
    - i for the payment of fines or penalties
    - ii for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
    - iii for costs arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
    - iv unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
    - v if an indemnity is provided by any other insurance.

#### 3 Unsatisfied Court Judgments

If a judgment for damages or costs is obtained by an **employee** or their personal representatives for an **injury** sustained by the **employee** within the **territorial limits we** will, at **your** request, pay to the **employee**, or their personal representatives, the amount of such compensation to the extent that it remains unsatisfied provided that:

- a the **injury** is caused during the **period of insurance**
- b the **injury** arises out of their engagement by **you** in the course of the **business**
- c the judgment remains unsatisfied in whole or in part six months after the date of such judgment
- d the judgment for damages was obtained in a court of law within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- e the judgment was against a company, partnership or individual other than **you**, conducting business at or from premises within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- f the judgment is not the subject of an outstanding appeal
- g if any payment is made under the terms of this extension the **employee** or the personal representatives of the **employee** shall assign the judgment to **us**.

**Our** liability shall not exceed the limit of indemnity shown on the **schedule** for Sub-Section B – Employers' Liability.

#### 4 Injury to a Working Partner or Proprietor

(This extension is only operative if it is shown as insured on the **schedule**)

We will regard as an **employee** any working **partner** or proprietor of the **business** who suffers accidental **injury** provided that:

## Liability Section - continued

- a such **injury** is sustained by the working **partner** or proprietor whilst working in connection with the **business** during the **period of insurance** and within the **territorial limits**
- b such **injury** is caused by the negligence of another working **partner** or **employee**.

### 5 Temporary Work Overseas

In respect of work undertaken in connection with the **business** by any **director**, **partner** or **employee** normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, **we** will cover **you** in respect of legal liability incurred by **you** for accidental **injury** to such **directors** or **employees** arising from work undertaken being undertaken by them elsewhere in the world provided that:

- a the duration of such work does not exceed six months during the **period of insurance**
- b work outside **Europe** consists solely of clerical, sales promotion or administrative work or participation in but not the hosting or management of exhibitions, trade shows or conferences
- c **we** will not be liable for claims brought in the courts of a country outside **Europe**.

## Exclusions to Sub-Section B - Employers' Liability

### Use of Vehicles

**We** will not pay for liability for **injury** for which **you** are required to arrange insurance or security in accordance with road traffic legislation.

### Use of Wood-Working Machinery

**We** will not pay liability for **injury** sustained by any **employee** arising from the use of wood-working machinery driven by steam, gas, water, electricity or other mechanical power including pendulum or swing saws. For the purposes of this exclusion, wood-working machinery shall not include fret-saws, lathes, boring machines, sanding machines or any other mechanically driven portable tools held and applied to the work by hand.

## Condition to Sub-Section B - Employers' Liability

### Right of Recovery

The cover provided by this sub-section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

## Extensions to the Liability Section

(Subject to the terms, conditions and exclusions of the sub-sections, this section and this **policy**)

### 1 Indemnity to Principal

**We** will, at **your** request, treat any **principal** as though they were **you** in respect of accidental **injury** arising out of the performance of work by **you** for the **principal** provided that:

- a **you** would have been liable if the claim had been made against **you**

- b the **principal** complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- c the conduct and control of all claims is vested in **us**
- d **our** liability shall be limited to only what is required by the contract between **you** and the **principal**.

### 2 Indemnity to Directors, Partners and Employees

**We** will at **your** request treat **directors**, **partners** or **employees** as though they were **you** in respect of claims made against them provided they comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

### 3 Cross Liabilities

Where more than one person is shown as the insured on the **schedule**, this sub-section shall apply separately to each person named in the same way as if a separate sub-section had been issued to each of them.

### 4 Court Attendance

**We** will pay **you** the amounts shown below for each day such persons are required to attend court in connection with a claim for which **you** are entitled to indemnity under this section.

- a **you** or any **director** or **partner** £500
- b any **employee** £250.

### 5 Temporary Employees

The cover provided under this section extends to include temporary **employees** engaged by **you** in connection with the **business** provided that:

- a Sub-Section B - Employers' Liability is shown as insured on the **schedule**
- b the number of days worked by all temporary **employees** as a combined total does not exceed 50 during the **period of insurance**. Once this 50 day limit is exceeded, any temporary **employees** must be declared to **us** in accordance with the Condition Precedent to the Liability Section – Mid-Term Increase in the Number of Workers and no further cover shall be provided under this extension for the remaining **period of insurance**.

For the purposes of this extension:

- i 'Temporary' **employee** means any person engaged by **you** on a non-permanent basis where **your** intention is to engage them for a limited period of time only during the **period of insurance**
- ii 'Day' means any date on which a person undertakes work for **you** regardless of the number of hours worked by them on that date.

## Exclusions to the Liability Section

### 1 Offshore

**We** will not pay for liability arising:

- a on any work in or on any offshore installation or support vessel
- b travel to, from or between any offshore installation or support vessel or
- c work undertaken from an offshore installation or support vessel.

### 2 Excluded Locations

**We** will not pay for liability arising from or in connection with any work in or on:



- a towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels
- b aircraft, hovercraft, airports or airfields, railways, watercraft other than hand propelled watercraft, docks or harbours, piers, wharves, breakwaters or sea walls
- c collieries, mines, quarries, chemical works, gas works, oil refineries or bulk storage facilities for gas or oil, power stations, wind farms, nuclear installations or establishments.

### 3 Excluded Equipment

**We** will not pay for liability arising from or in connection with the use of cradles or tower cranes.

### 4 Excluded Activities

**We** will not pay for liability arising from or in connection with:

- a water diversion, pile driving, underpinning or the use of explosives
- b demolition or partial demolition that:
  - i is not part of a contract for erection, re-construction, alteration or repair by **you**
  - ii involves buildings or structures exceeding 15 metres in height from ground level
  - iii is undertaken by subcontractors.

## Conditions to the Liability Section

### Other Insurance

If any claim under this section is also covered in whole or in part by any other existing insurance or by an indemnity from any other insurance or security, **our** liability shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other security had this section not been effected.

## Condition Precedent to Liability - Liability Section

### Mid-Term Increase in the Number of Workers

This **policy** premium is based on the total number of persons working in connection with the **business** (as declared by **you**) and this number is shown on the **schedule**. The maximum number of persons allowed under this **policy** is:

- a 10 during the first **period of insurance** or
- b 15 during any subsequent **period of insurance**.

If at any time after the effective date of the **period of insurance** there is an increase in the number of persons beyond that shown on the **schedule**, it is a condition precedent to **our** liability that:

**You** pay any additional premium due and that **you** tell **us** within the following timescales:

- 1 within 30 days of the date of the increase or
- 2 if there are less than 30 days remaining in the **period of insurance**, by the renewal date or
- 3 on the date of the increase if:
  - a the total number of persons working in connection with the **business** exceeds the limits specified in 2 a or b of this condition or
  - b the Employers' Liability Sub-Section is not shown as insured on the **schedule**.

Where 3b applies but separate employers' liability insurance is in force or an exemption applies, **employees** must still be included in the additional number of persons declared to **us** for public and products liability rating purposes and **you** must tell **us** within the timescales specified in 1 or 2 of this condition.

**We** will cancel the **policy** in accordance with General Condition 4 – Our Cancellation Rights if:

- a the total number of persons exceeds the limits specified in 2a or b of this condition
- b **we** confirm that employers' liability cover is not available from **us** for the **business** shown on the **schedule** and no separate employers' liability insurance is in force or no exemption applies.

If **you** fail to tell **us** within the timescales shown in 1, 2 or 3, **you** will prejudice **your** rights to indemnity which may result in a claim not being paid or not being paid in full if it has an occurrence date which is on or after the date on which the number of persons increased.

# Tools All Risks and Stock in Transit Section

The cover described below is only operative if shown as insured on the **schedule**

## Cover

### Tools All Risks

We will pay **you** for accidental **damage** to **tools** occurring during the **period of insurance** and within the **territorial limits**.

#### Basis of Settlement

The basis of settlement of any claim in respect of **tools** shall be the full cost of replacement as new which shall be:

- a where a **tools** item is damaged, the repair and restoration of the damaged portion of the **tool** to a condition substantially the same but not better or more extensive than its condition when new
- b where a **tools** item is lost, destroyed or damaged beyond repair, its replacement by a similar item in a condition equal to but not better or more extensive than its condition when new.

### Stock in Transit

We will pay **you** for accidental **damage** to **stock** occurring during the **period of insurance** whilst **in transit** within the **territorial limits**.

#### Basis of Settlement

In respect of unsold **stock**, the amount **we** will pay is the cost of repair or replacement (less a reduction for wear, tear and depreciation) up to the trade market value of the item in a condition equal to but not better or more extensive than its condition immediately prior to the **damage**.

In respect of **stock** sold, but not delivered, for which **you** are responsible under the terms of a sale contract, which following **damage** is cancelled due to the contract conditions either wholly or to the extent of the **damage**, the settlement of any claim will be based on the contract price.

#### Maximum Payable

In the event of accidental **damage** to **tools** or **stock**, the maximum amount **we** will pay in total is the limit per person shown on the **schedule** multiplied by the total number of persons shown as being insured under this section.

## Exclusions to the Tools All Risks and Stock in Transit Section

### 1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

### 2 Excluded Damage

We will not pay for **damage**:

- a which is not identifiable with a specific event
- b caused by or resulting from:
  - i faults in processing or the insufficiency or unsuitability of packing or preparation
  - ii inherent vice, latent defect, gradual deterioration, wear and tear or frost
  - iii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
  - iv change in temperature, colour, flavour, texture or finish
  - v mechanical or electrical breakdown, failure, breakage or derangement
  - vi disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - vii depreciation, deterioration or contamination unless caused by fire, theft or attempted theft or collision or overturning of the conveying **vehicle**.

### 3 Fraud

We will not pay for **damage** caused by acts of fraud or dishonesty of any person to whom **tools** or **stock** has been entrusted including any collusion.

### 4 Theft

We will not pay for **damage** resulting from theft or attempted theft:

- 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 by any **director**, **partner** or **employee**
- d from any garden, yard or open space
- e from an **unoccupied** building
- f of **tools** or **stock** left unattended by **you**, any **director**, **partner** or **employee** unless stored in:
  - i a locked and secure building or
  - ii a **vehicle** secured in accordance with the conditions precedent to liability of this section.

## 5 Leakage and Spillage

We will not pay for **damage** due to leakage, shortage in weight or spilling unless arising from fire, theft or attempted theft or collision or overturning of the conveying **vehicle**.

## 6 Dangerous Goods

We will not pay for **damage** to or from explosives, firearms, ammunition, gases, flammable substances, radioactive materials, corrosives or any toxic or infectious substances.

## 7 Vehicles

We will not pay for **damage** to **vehicles** or mechanically propelled plant (including their accessories), trailers, caravans, railway locomotives, rolling stock, watercraft, hovercraft, aircraft or fork lift trucks.

## 8 Open Vehicles

We will not pay for **damage** due to theft or attempted theft from an open or soft-topped or an open or curtain-sided **vehicle** when left unattended by **you**, any **director**, **partner** or **employee** unless the **vehicle** has been secured in accordance with Condition 1 - Unattended Vehicles of this section and:

- a the **tools** or **stock** are kept out of sight within the cab section of the **vehicle** or, where the **vehicle** is a convertible, the boot or locked glove compartment, or
- b the **vehicle** is stolen at the same time.

## 9 Excluded Losses

We will not pay for **damage** due to any delay, loss of market, strikes, reduction in value or **consequential loss** of any kind.

## 10 Government or Statutory Authorities

We will not pay for **damage** due to confiscation, destruction, requisition or detention by order of the government or statutory authority.

## 11 Courier and Delivery Services

We will not pay for **damage** to **property** carried by **you** or anyone engaged by **you** for hire or reward.

## 12 Excluded Property

We will not pay for **damage** to:

- a antiques, furs, jewellery, precious stones, gold or silver articles, firearms, ammunition, explosives, fireworks, **money**, promissory notes, securities, bonds or deeds
- b computer equipment (unless included within the definition of **tools**)
- c any **tools** that are hired out by **you** to others
- d **tools** or **stock** more specifically insured.

## 13 Animals

We will not pay for loss of or injury to animals.

## 14 Media

We will not pay for costs incurred by **you** in recreating or reinstating onto any electronic, magnetic or optical tapes, disks or discs for use in any computer equipment, **data** that is lost, destroyed or damaged in consequence of **damage**.

## 15 Single Item Limit

We will not pay for any one item any amount exceeding the single item limit shown on the **schedule**.

# Conditions Precedent to Liability – Tools All Risks and Stock in Transit Section

## 1 Unattended Vehicle

Whenever a **vehicle** containing **tools** or **stock** 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**.

## 2 Overnight Vehicle Security

Whenever a **vehicle** being used for the transport of **your tools** or **stock** 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 06:00hrs, stored in a locked and secure building or a **secure compound** with the **vehicle** secured in accordance with Condition 1 - Unattended Vehicles of this section.

# Contractors All Risks Section

## Sub-Section A - Contract Works

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay for accidental **damage** to the **contract works**, occurring during the **period of insurance** whilst on the **contract site**, at the **premises** or in transit by road, rail or inland waterway within the **territorial limits** or, at **our** option, **we** will reinstate or replace the **contract works** in whole or in part.

### Basis of Settlement

For **contract works**, **we** will pay the value of such works or materials at the time of the **damage** up to the Maximum Value Any One Contract limit shown on the **schedule** plus any additional amount shown in Extension 6 - Contract Price Increase to Sub-Section A – Contract Works.

## Extensions to Sub-Section A - Contract Works

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

### 1 Off Site Storage

**We** will pay for accidental **damage** to materials for incorporation into **contract works** whilst temporarily stored away from the **contract site** but remaining within the **territorial limits** to the extent that **you** are responsible under the **contract** only.

**Our** liability under this extension shall not exceed 25% of the Maximum Value Any One Contract limit shown on the **schedule** or £125,000 whichever is lower.

### 2 Public Authorities

**We** will cover the extra costs incurred for the:

- a reinstatement of the **contract works** as may be incurred in complying with Building Regulations or local authority or other statutory requirements imposed on **you** as a result of accidental **damage** thereto
- b upgrading of any undamaged parts of the **contract works** for an amount not exceeding 15% of the amount that would have been payable if the **contract works** had been totally destroyed incurred solely by reason of the necessity to comply with any statutory requirements or regulations or public authority byelaw excluding:
  - i any such cost resulting from a notice served on **you** prior to the date of the **damage**
  - ii the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **contract works**.

- ii the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **contract works**.

The work of reinstatement or upgrading must be completed within 12 months of the date of the **damage** or such further period as **we** may in writing during the 12 months allow.

**Our** liability under this extension, including costs and expenses, shall not exceed the Maximum Value Any One Contract limit shown on the **schedule**.

### 3 Expediting Expenses

**We** will cover the extra costs incurred for overtime, night work, work on weekends or public holidays, additional plant hire charges, express freight, or other transport costs, to expedite reinstatement, replacement or repair of accidental **damage** to the **contract works** for which indemnity is being provided by this sub-section and subject to **our** prior consent.

**Our** liability under this extension shall not exceed £25,000 in respect of any one loss.

### 4 Free Issue Materials

**Contract works** shall include all materials for which **you** are responsible supplied free of charge for incorporation into **contract works** insured by this sub-section provided that the value of such materials is included within the Maximum Value Any One Contract limit shown on the **schedule**.

### 5 Speculative Development

For the purposes of this extension, the definition of **contract works** is amended to include the speculative development of private dwellings.

**We** will pay for accidental **damage**, occurring after completion, to any private dwellings built by **you** but not under any **contract**. The cover provided by this extension shall cease to apply from:

- a the date that such private dwelling is sold, leased or let by **you**
- b 90 days after **practical completion**
- c expiry or non-renewal of this **policy** or sub-section whichever is the earlier.

**Our** liability under this extension shall not exceed the Maximum Value Any One Contract limit shown on the **schedule**.

### 6 Contract Price Increase

If the final **contract price** exceeds the Maximum Value Any One Contract limit shown on the **schedule**, then this value shall be increased to an amount equivalent to the final price of the **contract** provided that **our** liability in respect of such increase shall not exceed 20% of the Maximum Value Any One Contract limit.

## 7 Maintenance Period

Other than in respect of Exclusion 2 – Completed Works to Sub-Section A – Contract Works, **we** will pay for accidental **damage**:

- a to the permanent works or part thereof occurring during any **maintenance period** not exceeding 12 months duration but only in respect of **damage** arising from a cause occurring prior to the commencement of the **maintenance period** and for which **you** are legally liable under the **contract**
- b to the permanent works or part thereof caused by **you**, any **director**, **partner** or **employee** in the course of complying with the terms of the **contract** in respect of rectifying defects during such **maintenance period**.

## 8 Indemnity to Principal

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 **principal**, **we** will at **your** request, treat the **principal** as though they were **you** in respect of accidental **damage** arising out of the performance of such work by **you** provided that the **principal** shall comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

## Exclusions to Sub-Section A - Contract Works

### 1 Defective Works

**We** will not pay for the cost of repair, replacement or reinstatement of any part of the **contract works** which is defective in design, plan, specification, materials or workmanship. This exclusion shall not apply in respect of the remainder of the **contract works** which is free of such defect but is unintentionally damaged as a consequence of such defect.

### 2 Completed Works

**We** will not pay for **damage** to the **contract works** or any part of them for which a Certificate of Practical Completion has been issued or which have been taken into use or handed over to the employer or purchaser or occurring after the **contract works** have been completed pending sale other than to the extent stated in respect of:

- a the **maintenance period**
- b Extension 5 – Speculative Development to Sub-Section A – Contract Works
- c a period of 14 days immediately following the issue of a Certificate of Practical Completion during which, under the conditions of the **contract**, **you** remain responsible for such permanent works or part thereof.

### 3 Existing Structures

**We** will not pay for **damage** to **existing structures**.

## Sub-Section B - Own Plant and Equipment

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay for accidental **damage to own plant and equipment** occurring during the **period of insurance** whilst on the **contract** site, at the **premises** or in transit by road, rail or inland waterway within the **territorial limits**.

### Basis of Settlement

**We** will pay **you** an amount up to the market value at the time of the **damage** (less a reduction for wear, tear and depreciation) or, at **our** option, reinstate or replace such **own plant and equipment** or any part of such **own plant and equipment**. **We** shall not be bound to reinstate exactly, but only as circumstances permit. **We** will not pay for the costs of preparing any claim. The most **we** will pay is the Maximum Limit any One Claim shown on the **schedule** for **own plant and equipment**.

## Extension to Sub-Section B - Own Plant and Equipment

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

### Immobilised Plant

**We** will cover the costs incurred by **you** in the recovery or withdrawal of **own plant and equipment** which is unintentionally immobilised whilst being used on site in connection with the **contract** provided that such recovery or withdrawal is not necessitated solely by reason of mechanical or electrical breakdown or derangement.

## Sub-Section C - Hired-in Plant and Equipment

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay for accidental **damage to hired-in plant and equipment** occurring during the **period of insurance** whilst on the **contract** site, at the **premises** or in transit by road, rail or inland waterway within the **territorial limits**.

### Basis of Settlement

**We** will pay all sums for which **you** are responsible under the terms of a hire agreement (not being a leasing or hire purchase agreement). **We** will not pay for the costs of preparing any claim.

The most **we** will pay is the Maximum Limit Any One Claim shown on the **schedule** for **hired-in plant and equipment**.



## Contractors All Risks Section - continued

### Extensions to Sub-Section C - Hired-In Plant and Equipment

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

#### 1 Immobilised Plant

**We** will pay for the costs incurred by **you** in the recovery or withdrawal of **hired-in plant and equipment** which is unintentionally immobilised whilst being used on site in connection with the **contract** provided that such recovery or withdrawal is not necessitated solely by reason of mechanical or electrical breakdown or derangement and only to the extent for which **you** are responsible under the terms of a hire agreement (not being a leasing or hire purchase agreement).

#### 2 Continuing Hire Charges

**We** will pay for continuing hire charges arising as a consequence of accidental **damage** to **hired-in plant and equipment** for the duration of the period in which such plant and equipment cannot be used due to such **damage** but only to the extent for which **you** are responsible under the terms of a hire agreement (not being a leasing or hire purchase agreement).

**We** will not pay:

- a unless the **damage** preventing the use of the plant and equipment is the subject of a valid claim under this sub-section
- b for continuing hire charges in respect of the first 48 hours following such **damage**
- c for continuing hire charges in respect of any period in later than 90 days after the date of such **damage**.

The most **we** will pay is £5,000 in respect of any one item and £25,000 in respect of any one loss.

#### 3 Negligent Breakdown

**We** will pay for accidental **damage** to **hired-in plant and equipment** arising from breakdown due to the negligence, misuse or misdirection of such **hired-in plant and equipment** on the part of **you** or any **director, partner** or **employee** but only to the extent that **you** are responsible under the terms of a hire agreement (not being a leasing or hire purchase agreement).

The most **we** will pay is £5,000 in respect of any one item and £25,000 in respect of any one loss.

### Exclusions to Sub-Section B - Own Plant and Equipment and Sub-Section C - Hired-in Plant and Equipment

#### 1 Breakdown

**We** will not pay for **damage** to any item of **own plant and equipment** or **hired-in plant and equipment** caused by or arising from its own mechanical or electrical breakdown, failure, breakage or derangement (except as otherwise insured under Extension 3 – Negligent Breakdown to Sub-Section C – Hired-in Plant and Equipment).

#### 2 Vehicles or Plant

**We** will not pay for **damage** to:

- a any **vehicle** or mechanically propelled plant (including its accessories) which is:

- i licensed for road use (unless it is not otherwise insured and, at the time of **damage**, is being used as a tool of trade on the site of a **contract** or is being carried to or from such site)
- ii being used in a manner for which insurance or security is required in accordance with road traffic legislation
- b watercraft, aircraft, hovercraft or any **property** therein or thereon.

#### 3 Tyres

**We** will not pay for **damage** to tyres unless the **vehicle** or plant to which they are fitted is lost, destroyed or damaged at the same time.

#### 4 Theft

**We** will not pay for **damage** by theft or attempted theft to any item of **own plant and equipment** or **hired-in plant and equipment** left unattended by **you**, a **director, partner** or **employee** unless it is stored in a:

- a locked and secure building or
- b **secure compound** or
- c securely locked **vehicle**

and the conditions precedent to liability to these sub-sections have been complied with in full.

#### 5 Theft by Employees

**We** will not pay for **damage** by theft or attempted theft by **employees**.

#### 6 Transit

**We** will not pay for **damage** to **own plant and equipment** and **hired-in plant and equipment** which is in transit other than by road, rail or inland waterway.

#### 7 Hiring Out

**We** will not pay for **damage** to **own plant and equipment** and **hired-in plant and equipment** that **you** hire out or loan to others.

### Conditions Precedent to Liability - Sub-Section B - Own Plant and Equipment and Sub-Section C - Hired-in Plant and Equipment

#### 1 Unattended Vehicles

It is a condition precedent to **our** liability in respect of theft or attempted theft of **own plant and equipment** or **hired-in plant and equipment** from a **vehicle** left unattended by **you**, a **director, partner** or **employee** that:

- a all windows, sunroofs or other openings must be securely shut, and
- b all doors to the **vehicle** (including the boot or any other lockable point of access) must be securely shut and 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** must be removed from the **vehicle**, and
- e between 21:00hrs and 06:00hrs, the **vehicle** is stored in a locked and secure building or a **secure compound**.

## 2 Overnight Security

Where an item of **own plant and equipment** or **hired-in plant and equipment** comprises a **vehicle** or mechanically propelled plant, it is a condition precedent to **our** liability in respect of theft or attempted theft that whenever it is left unattended by **you**, any **director**, **partner** or **employee** it must, between 21:00hrs and 06:00hrs, be stored in a locked and secure building or a **secure compound** and secured in accordance with requirements a, b, c and d of Condition 1 - Unattended Vehicles.

## Extensions to the Contractors All Risks Section

(Subject to the terms, conditions and exclusions of this section and this **policy**)

### 1 Professional Fees

**We** will pay for architects', surveyors', legal and consulting engineers' fees incurred solely in connection with the repair or reinstatement of **contract works**, **own plant and equipment** or **hired-in plant and equipment** as a consequence of accidental **damage** for which cover is provided by this section. **We** will not pay for the costs of preparing any claim.

### 2 Removal of Debris

**We** will pay for the costs incurred by **you** in respect of:

- a removal of debris
- b dismantling
- c demolition
- d shoring up or propping
- e cleaning and repairing of drains and service mains on the **contract** site resulting from any accidental **damage** to the portion or portions of the **contract works**, **own plant and equipment** or **hired-in plant and equipment** for which indemnity is provided by this **policy** excluding:
  - i the costs incurred in removing debris except from the site of such **damage** and the area immediately adjacent to such site
  - ii costs arising from **pollution or contamination** of **property** not insured by this section.

### 3 Re-drawing Plans and Documents

**We** will pay for the costs incurred by **you** in the re-writing or re-drawing of plans and documents for use in connection with the **contract** as a result of accidental **damage** to such plans and documents whilst on the **contract** site, at the **premises** or in transit.

**Our** liability is limited to their value as stationery together with the cost of clerical labour expended in their reproduction.

The most **we** will pay is £5,000 in respect of any one item and £25,000 in respect of any one loss.

## Exclusions to the Contractors All Risks Section

### 1 Excess

**We** will not pay for the amount of the **excess** shown on the **schedule** or in any extension to this section.

### 2 Excluded Damage

**We** will not pay for **damage**:

- a which is not identifiable with a specific event
- b caused by or resulting from:
  - i inherent vice, latent defect, gradual deterioration, wear and tear or frost

- ii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
- iii change in temperature, colour, flavour, texture or finish
- iv disappearance, unexplained or inventory shortage
- v the cost of normal upkeep or making good
- vi operational error or omission
- vii a wilful act or neglect by **you**, any **director**, **partner** or **employee**.

### 3 Contractual Liability

**We** will not pay for **damage** for which **you** are relieved of responsibility under any contractual agreement.

### 4 Fraud

**We** will not pay for **damage** arising out of acts of fraud or dishonesty of any person to whom **property** has been entrusted including any collusion by **you**, any **director**, **partner** or **employee**.

### 5 Contractual Penalties

**We** will not pay for liquidated damages, fines or penalties under **contract** in respect of delay, non-completion, non-compliance with **contract** conditions or **consequential loss** of any kind.

### 6 Government or Statutory Authorities

**We** will not pay for **damage** due to confiscation, destruction, requisition or detention by order of the government or statutory authority.

### 7 Excluded Property

**We** will not pay for **damage** to:

- a jewellery, precious stones, gold or silver articles, firearms, ammunition, explosives, fireworks, **money**, promissory notes, securities, bonds or deeds
- b computer equipment including electronic, magnetic and optical tapes, disks or discs for use in connection with such computer equipment
- c **property** more specifically insured
- d **employees** personal belongings
- e tower cranes.

### 8 Excluded Locations

**We** will not pay for **damage** arising out of **contracts** involving work in or on:

- a towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels
- b aircraft, hovercraft, airports or airfields, railways or watercraft other than hand propelled watercraft
- c docks, harbours, piers, wharves, breakwaters, sea walls, collieries, mines or quarries
- d chemical works, gas works, oil refineries, bulk storage facilities for gas or oil, power stations, wind farms, nuclear installations or establishments
- e offshore installations or any support vessel for any offshore installation.

## Contractors All Risks Section - continued

### 9 Excluded Contract Work

**We** will not pay for **damage** arising out of **contracts** involving:

- a demolition unless such work forms part of a **contract** for erection, reconstruction, alteration or repair by **you** and does not involve the demolition of buildings exceeding 15 metres in height from ground level
- b underpinning unless such work forms part of any **contract** for erection, reconstruction, alteration or repair by **you**
- c pile driving or the use of explosives.

### Condition Precedent to Liability – Contractors All Risks Section

#### Cessation of Work

It is a condition precedent to **our** liability that if work ceases on the site of the **contract** from any cause for a period in excess of 90 consecutive days, **you** must notify **us** within seven days of the expiry of such period. **You** must also provide **us** with the details of the work completed and outstanding. On receipt of such details **we** may at **our** discretion continue the cover provided by this section at special terms to be agreed. Nothing in this condition shall be deemed to extend the cover beyond the date of expiry or non-renewal of this **policy** or this section without **our** prior agreement.

# Personal Accident Section

The cover described below is only operative if shown as insured on the **schedule**

## Cover

**We** will pay **you** the appropriate benefits shown on the **schedule** if during the **period of insurance** and in the **operative time** an **insured person** suffers **bodily injury** which, independently of any other cause and within two years of the **bodily injury**, results in death, disablement, loss of limbs, eyes, hearing or speech.

## Benefits

### 1 Temporary Total Disablement

**Bodily injury** which solely and directly results in the total and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

### 2 Loss of Limbs, Eyes, Hearing or Speech

- a Loss of Limbs:
  - i In the case of a leg or legs:
    - a loss by permanent physical severance at or above the ankle or
    - b permanent and total loss of use of an entire foot or leg.
  - ii In the case of an arm or arms:
    - a loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or
    - b permanent and total loss of use of an entire hand or arm.
- b Loss of Eyes:
  - Irrecoverable loss of sight:
    - i in both eyes if an **insured person** is registered as severely sight impaired
    - ii in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what a person with standard vision should see at 60 feet).
- c Loss of Hearing:
  - Total and permanent loss of hearing.
- d Loss of Speech:
  - Total and permanent loss of speech.

### 3 Permanent Total Disablement

**Bodily injury** not resulting in death, loss of limb, sight, hearing or speech which has lasted for at least one year and which solely and directly results in the permanent and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

### 4 Death

**Bodily injury** which solely and directly results in the death of an **insured person**.

## Payment of Benefits

Unless agreed by **us** in writing any claim under this section will commence with Benefit 1. If during the progress of the claim **we** agree with **you** it is more appropriate to progress to Benefit 2 or 3, all amounts paid or payable under Benefit 1 will be deducted from any sum paid under Benefit 2 or 3 in respect of the same **bodily injury**.

If a payment is made under Benefit 4, all amounts paid or payable under Benefits 1, 2 or 3 will be deducted from any sum paid under Benefit 4 in respect of the same **bodily injury**.

A **deferment period** applies in respect of Benefit 1.

Payment under Benefit 1 will be made when the total amount payable has been agreed or, if **you** request and **we** agree, at intervals of 4 weeks in arrears.

The maximum period for which payments will be made under Benefit 1 for any one accident or series of accidents occurring in any one **period of insurance** in respect of any one **insured person** is 104 weeks from the commencement of the disablement.

## Extensions to the Personal Accident Section

(Subject to the terms, conditions and exclusions of this section and this **policy**)

### 1 Medical Expenses

When a payment is made under Benefits 1, 2, 3 or 4 **we** will also pay for medical expenses incurred and arising from treatment following **bodily injury** to an **insured person** during the **period of insurance** up to:

- a 5% of the total amount paid for Benefits 2, 3 and 4
- b 15% of the total amount paid for Benefit 1.

### 2 Hospitalisation Benefit

When a payment is made under Benefits 1, 2, 3 or 4 **we** will also pay a hospitalisation benefit of £30 for each full day the **insured person** is hospitalised during the **period of insurance** as a result of **bodily injury**.

### 3 Disappearance

In the event of the disappearance of an **insured person** during the **period of insurance**, if they are entered onto the Register of Presumed Deaths and it is reasonable to believe that death occurred as a result of **bodily injury**, Benefit 4 shall be payable but if after payment has been made the **insured person** is subsequently found to be living such payment will be refunded to **us**.

## Personal Accident Section - continued

### 4 Temporary Work Overseas

In respect of work or visits undertaken in connection with the **business** by any **insured person** normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, the indemnity provided by this section extends to include **bodily injury** occurring whilst working elsewhere in the world provided that:

- a the duration of such work does not exceed six months during the **period of insurance**
- b any work outside **Europe** consists solely of clerical, sales promotion or administrative work or participation in but not the hosting or management of exhibitions, trade shows or conferences.

### 5 Personal Representatives

Where **you** are the sole proprietor of the **business**, **we** will pay **your** personal representatives if Benefit 4 becomes payable as a consequence of **your** death or disappearance.

## Exclusions to the Personal Accident Section

**We** will not pay:

- 1 interest on any benefit payable
- 2 for **bodily injury** caused by or resulting from:
  - a suicide, attempted suicide, a sexually transmitted disease, the **insured person** being under the influence of alcohol or the **insured person** being under the influence of drugs or controlled substances (unless administered under medical supervision other than for the treatment of drug or substance addiction)
  - b deliberate or intentional self harm on the part of the **insured person**
  - c any physical defect, infirmity, medical condition or chronic or recurring illness for which the **insured person** has received medical treatment in the 12 months prior to death or the commencement of the disablement or loss of limbs, eyes, hearing or speech
  - d sickness or disease or any naturally occurring condition, degenerative process or gradually operating cause
  - e active service in the armed forces or reserve armed forces of any nation
  - f any other health problem which has not been declared to **us** but which ought reasonably to have been within the knowledge of the **insured person** at the inception of the **period of insurance** during which the **bodily injury** occurred
  - g the **insured person** engaging in or practising or training for sport involving financial gain or payment other than for reimbursement of travel and out of pocket expenses
  - h the **insured person** committing a criminal offence
  - i the use of wood-working machinery driven by steam, gas, water, electricity or other mechanical power including pendulum or swing saws. For the purposes of this exclusion, 'wood-working machinery' shall not include fret-saws, lathes, boring machines, sanding machines or any other mechanically driven portable tools held and applied to the work by hand
  - j any **bodily injury** to the **insured person** resulting from their engaging in or practising or training for any of the following pursuits or activities:
    - i boxing, wrestling or other forms of unarmed or armed combat or martial arts

- ii mountaineering, rock or cliff climbing, coasteering or abseiling
- iii sports or activities involving freefalling or requiring the use of elastic ropes
- iv ice hockey or winter sports (other than ice skating and curling)
- v pot holing or similar underground activities
- vi racing (other than on foot)
- vii hunting, hunter trials or similar, show jumping or steeple chasing
- viii sailing or yachting outside British Coastal Waters, power boating, water ski jumping, jet skiing, flyboarding, sea canoeing, white water sports of any kind or other water activities that require the use of underwater breathing equipment
- ix rugby or any other type of football (other than amateur Association Football)
- x motor cycling involving racing, pace-making, speed testing, participating in any rally, reliability trial or competition, motocross, trail, enduro, trial or grass track riding
- xi engaging in or practising or training for flying or any other aerial activity (other than as a passenger in any passenger carrying aircraft but not as a member of the crew and not for the purpose of undertaking any trade or technical operation in or on the aircraft).

## Conditions to the Personal Accident Section

### 1 Medical Practitioner

If an **insured person** sustains a **bodily injury** which may result in a claim under this section such **insured person** shall consult a duly qualified medical practitioner and follow any medical advice given.

### 2 Accumulation

The maximum amount **we** will pay under this and any other personal accident insurance policy issued by **us** in **your** name in respect of all **insured persons** suffering **bodily injury** in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event or circumstance shall be £1,000,000. In the event of the accumulated loss exceeding this amount, **our** liability in respect of each **insured person** will be proportionately reduced so that the total does not exceed that amount.

### 3 Discharge of Liability

When a payment is made under Benefits 2, 3 or 4 **our** liability under this section shall cease in respect of that **insured person**.



#### 4 Evidence of Bodily Injury

Where a claim is made for Benefits 1, 2 or 3 all certificates, information and evidence **we** reasonably require shall be provided to **us** at **your** expense. Except in connection with Benefit 4, the **insured person** will agree to medical examination, when reasonably required, at **our** expense during the period of incapacity.

Where a claim is made for Benefit 4 **we** may require a post mortem at **our** expense. If the requirement for documents or attendance at examinations at **our** request is not complied with, **we** will stop all payments under this section and rights to benefit will be forfeited until the requested documentation is provided in its entirety or the **insured person** submits to examination within 30 days of being asked or a longer period mutually agreed by **you** and **us**.

# Material Damage Section

## Sub-Section A - Business Contents and Stock

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay for accidental **damage** occurring during the **period of insurance** to **business contents** or **stock** at the **premises**.

### Basis of Settlement

**We** will pay **you** the value of **business contents** insured at the time of the **damage** or, at **our** option, reinstate, replace or repair such **business contents** or any part of such **business contents** in accordance with the following bases of settlement. **We** shall not be bound to reinstate exactly, but only as circumstances permit. **We** will not pay for the costs of preparing any claim.

For **business contents** the maximum amount **we** will pay for **damage** is the sum insured shown on the **schedule** in respect of **business contents**.

### A Reinstatement

For **business contents**, the basis of settlement of any claim shall be the full cost of replacement as new which shall be:

- a where any item of **business contents** is damaged, the repair of the **damage** and the restoration of the damaged portion to a condition substantially the same but not better or more extensive than its condition when new
- b where any item of **business contents** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new.

Where the item which is the subject of a claim is computer equipment, the basis of settlement shall be:

- a where computer equipment is damaged, the repair of the **damage** and the restoration of the damaged portion of the computer equipment to a working condition, substantially the same but not better or more extensive than its condition when new
- b where computer equipment is lost, destroyed or damaged beyond repair its replacement by similar computer equipment of equal performance and capacity or if that is impossible, replacement by new computer equipment having the nearest higher performance and capacity to the item lost, destroyed or damaged.

### Special Provisions

The following special provisions apply when a claim is dealt with on this basis:

- a if replacement does not happen within 12 months of the **damage**, or longer period if agreed in writing by **us**, **we** will settle the claim in accordance with Basis of Settlement B Indemnity
- b when any **property** insured under this section is damaged in part only, **our** liability shall not exceed the sum representing the cost which **we** could have been called upon to pay for the replacement if such **property** had been wholly destroyed
- c the basis of settlement for customers' goods shall be as per B Indemnity
- d no payment beyond indemnity shall be made until the cost of replacement shall have been actually incurred.

### Underinsurance

If at the time of replacement of any item the sum representing 85% of the cost which would have been incurred in replacement if the whole of the **property** covered by such item had been destroyed exceeds the sum insured on that item at the time of the **damage** **you** shall be considered as being **your** own insurer for the difference between the sum insured and the sum representing the cost of reinstatement (or replacement) of the whole of the **property** and shall bear a rateable proportion of the **damage** accordingly.

### B Indemnity

For unsold **stock**, the amount **we** will pay is the cost of repair or replacement (less a reduction for wear, tear and depreciation) up to the trade market value of the item in a condition equal to but not better or more extensive than its condition immediately prior to the **damage**.

For **stock** sold, but not delivered, for which **you** are responsible under the terms of the sale contract, **we** will make payment on the basis of the contract price if following insured **damage** the contract is cancelled, due to the contract conditions, either wholly or to the extent of the **damage**.

For **stock** the most **we** will pay for **damage** is the sum insured shown on the **schedule** in respect of **stock**.

### Underinsurance

If at the time of **damage**, the sum insured shown on the **schedule** for any item is less than its value, **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable share of the **damage** accordingly.

## Designation

For the purpose of determining where necessary the item under which any **property** is insured **we** agree to accept the designation under which such **property** has been entered in **your** accounting books.

## Business Accounting Records

The basis of settlement of any claim for business accounting records shall be their value as stationery together with the cost of clerical labour expended in their reproduction.

## Extensions to Sub-Section A - Business Contents and Stock

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

### 1 Temporary Removal of Business Contents

**We** will pay for accidental **damage** to:

- a **business contents** whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes, and
- b computer records, documents, manuscripts and business books whilst temporarily removed from the **premises** including whilst in transit by road, rail or inland waterway within the **territorial limits** up to an amount not exceeding 25% of the sum insured for **business contents** shown on the **schedule**.

### 2 Exhibitions, Trade Shows or Conferences

**We** will pay for accidental **damage** to **business contents** and **stock**, whilst in any buildings being used for an exhibition, trade show or conference, in which **you** are a participant, anywhere within the **territorial limits** and whilst in transit to and from the buildings up to an amount not exceeding 50% of the sum insured for **business contents** shown on the **schedule**.

### 3 Removal of Debris

**We** will pay for the cost of removal of debris in respect of **business contents** resulting from accidental **damage** occurring within the **territorial limits** excluding:

- a costs incurred in removing debris except from the site of such **damage** and the area immediately adjacent to such site
- b costs arising from **pollution or contamination** of **property** not insured by this sub-section.

### 4 Other Interested Parties

The interest of other parties leasing or hiring any item of **business contents** to **you** under a lease agreement or written contract of hire is noted in the insurance provided in respect of **business contents** provided that in the event of a claim the nature and extent of such interest is disclosed to **us** together with the full name and address of such interested parties.

### 5 Professional Fees

The sum insured on each item insured by this sub-section includes an amount in respect of architects', surveyors', legal and consulting engineers' fees. **We** will pay for fees incurred solely in connection with the repair or reinstatement of **business contents** but not for the costs of preparing any claim.

## Condition Precedent to Liability - Sub-Section A - Business Contents and Stock

### Cellars and Basements

It is a condition precedent to **our** liability to provide cover in respect of **damage** caused by storm, flood or escape of water that all **stock** or customers' goods contained in any cellar, basement or sub-basement must be kept on racks or shelves at least 30 centimetres above floor level.

## Sub-Section B - Money

The cover described below is operative if the Material Damage Section is shown as insured on the **schedule**.

### Cover

**We** will pay for accidental **damage** to **money** occurring during the **period of insurance** within the **territorial limits** up to:

- a £1,000 whilst:
  - i in transit whilst in the custody of **you**, any **partner**, **director** or an authorised **employee** or
  - ii within the main building at the **premises** and in a locked safe or locked strong-room.
- b £500 whilst:
  - i within the main building at the **premises** but not in a locked safe or locked strong-room or
  - ii within the private residence of **you**, any **director**, **partner** or authorised **employee**.

### Basis of Settlement

**We** will pay **you** the amount of loss of **money** insured at the time of the **damage**. **We** will not pay for the costs of preparing any claim.

For **money** the most **we** will pay for **damage** is the sum insured shown in the **policy** under items a or b of Cover, Sub-Section B – Money.

## Extension to Sub-Section B - Money

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

### Theft by Directors, Partners or Employees

**We** will pay for **damage** to **money** arising from theft by, or the fraud or dishonesty of another **partner** or **director** or any **employee** (excluding sole **directors**) provided discovery occurs within seven days of the event.

## Exclusions to Sub-Section B - Money

### 1 Employees

**We** will not pay for any **damage** to **money**:

- a arising from theft by or the fraud or dishonesty of any **employee** or **director** which is covered by any other insurance policy
- b caused by any act of any **employee** not normally resident within the **territorial limits**
- c caused by any act of any labour master or labour only subcontractor or person hired or borrowed by **you** from another employer.

### 2 Error or Omission

**We** will not pay for shortage due to error or omission.

## Material Damage Section - continued

### 3 Unattended Vehicles

**We** will not pay for **damage** to **money** contained in a **vehicle** when it is left unattended by **you**, any **director**, **partner** or an authorised person.

### 4 Cash-Operated Machine or ATM

**We** will not pay for **damage** to **money** in any cash-operated machines or automated teller machine (ATM).

### 5 Forgery and Fraud

**We** will not pay for any **damage**:

- a resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
- b resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irrecoverable for any reason.

## Condition Precedent to Liability – Sub-Section B – Money

### Key Security

It is a condition precedent to **our** liability to pay claims for theft of **money** from a safe, strong-room or till that the keys to such safes, strong-rooms or tills are:

- a held in the personal custody of **you**, a **director**, **partner** or authorised person or
- b locked in a safe, cupboard or drawer the key to which is held in the personal custody of **you**, a **director**, **partner** or authorised person.

## Extensions to the Material Damage Section

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

### 1 Non Invalidation

The insurance under this section shall not be invalidated by any act or omission or alteration unknown to **you** or beyond **your** control whereby the risk of **damage** to insured **property** is increased as long as immediately **you** become aware of the increase in risk **you** inform **us**. **We** will have the right to vary the terms or invoke the cancellation of this **policy** as detailed in General Condition 4 – Our Cancellation Rights.

### 2 Workmen

**You** can engage workmen to carry out repairs and general maintenance to the **premises** but if the work they are engaged for or are required to do involves:

- a structural alteration
- b demolition or partial demolition
- c compromising of the security protections to the **premises** that **you** have told **us** about and which **we** require as a condition of **your** insurance
- d the closure of the **premises** or the occupant being required to vacate them

**you** must provide **us** with full details, and obtain **our** agreement, before work is commenced and **we** may advise **you** of restrictions to be imposed or the additional terms **we** require in order for cover to continue.

### 3 Fire Extinguishment Expenses

**We** will pay up to a maximum limit of £2,500 in respect of any one loss for the cost of replacing, recharging or refilling extinguishment materials or appliances used in an attempt to extinguish fire or minimise **damage** provided **we** will not be liable for costs other than as a direct result of insured **damage**.

### 4 Parent and Subsidiary Companies

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

## Exclusions to the Material Damage Section

### 1 Excess

**We** will not pay for the amount of the **excess** shown on the schedule.

### 2 Excluded Damage

**We** will not pay for **damage**:

- a which is not identifiable with a specific event
- b caused by or resulting from:
  - i any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair but not excluding the subsequent **damage** which itself results from a **defined peril** and not otherwise excluded
  - ii inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials or operational error or omission but this will not exclude subsequent **damage** which itself results from a **defined peril** and is not otherwise excluded
  - iii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
  - iv change in temperature, colour, flavour, texture or finish
  - v joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - vi the bursting of:
    - any boiler not used for domestic purposes only
    - any economizer other vessel, machine or apparatus owned by **you** or under **your** control in which internal pressure is due to steam only but this will not exclude subsequent **damage** which itself results from a **defined peril** and is not otherwise excluded
  - vii mechanical or electrical breakdown, failure, breakage or derangement of any item of machinery or equipment in which mechanical or electrical breakdown, failure, breakage or derangement occurs but this will not exclude:
    - such **damage** which itself results from other **damage** and is not otherwise excluded

- subsequent **damage** which itself results from a **defined peril** and is not otherwise excluded
- viii disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- ix subsidence, ground heave or landslip unless it results from a **defined peril** other than storm or flood and which is not otherwise excluded
- x spontaneous heating or fermentation of the **property** insured, or fire caused by its undergoing any process involving the application of heat but this will not exclude the subsequent **damage** which itself results from a **defined peril** and is not otherwise excluded
- xi deterioration of refrigerated stock
- xii wind, rain, hail, sleet, snow, flood or dust to moveable **property** in the open
- xiii escape of water from any water, drainage or heating system, escape of oil from any fixed oil fired heating installation, frost, riot, civil commotion, labour or political disturbances or malicious persons in any building which is **unoccupied**.

### 3 Fraud

**We** will not pay for **damage** arising out of acts of fraud or dishonesty of any person to whom **property** insured has been entrusted including any collusion by **you**, any **director**, **partner** or **employee** (except as provided by the Theft by Directors, Partners or Employees extension to Sub-Section B – Money).

### 4 Theft

**We** will not pay for **damage** due to theft or attempted theft:

- a that does not involve entry to or exit from a building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building
  - b from any **vehicle** left unattended by **you**, any **director**, **partner** or **employee**
  - c from any display or stand that has been left unattended by **you**, any **director**, **partner** or **employee** during exhibition, trade show or conference hours
  - d from any garden, yard or open space
  - e from an **unoccupied** building
  - f by any **employee** or any person lawfully in the building.
- but this will not exclude:
- i such **damage** which itself results from other **damage** and is not otherwise excluded
  - ii subsequent **damage** which itself results from a **defined peril** and is not otherwise excluded.

### 5 Vehicles

**We** will not pay for **damage** to **vehicles** licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

### 6 Animals

**We** will not pay for loss of or injury to animals.

### 7 Media

**We** will not pay for **damage** caused by or consisting of distortion, erasure or corruption of computer records or any electronic, magnetic or optical tapes, disks or discs for use in any computer equipment.

### 8 Excluded Losses

**We** will not pay for **damage** due to any delay, loss of market, strikes, reduction in value or **consequential loss** of any kind.

### 9 Government or Statutory Authorities

**We** will not pay for **damage** due to requisition, confiscation or destruction by order of the government or statutory authority.

### 10 Excluded Property

**We** will not pay for **damage** to:

- a antiques, furs, jewellery, precious stones, gold or silver articles, firearms, ammunition, explosives, fireworks, promissory notes, securities, bonds or deeds
- b buildings or structures in the course of construction or erection and materials or supplies in connection therewith
- c buildings, walls, gates, fences, land, piers, jetties, bridges, culverts or excavations, growing crops or trees
- d **property** more specifically insured.

## Conditions Precedent to Liability – Material Damage Section

### 1 Minimum Security Requirements

It is a condition precedent to **our** liability under this section that the following protections are in place and in full operation at the buildings at the **premises** when such buildings are left unattended by **you**, any **director**, **partner** or **employee** including members of **your** household where the **premises** are also used as **your**, any **director** or **partner's** private residence:

- a all external doors (including wicket gates) or internal doors which access parts of the building that are not occupied by **you** for **business** purposes must be secured as follows:
  - i a mortice deadlock conforming to BS3621 or BSEN1303 with matching steel box striking plate, or locking metal bars with a close shackle padlock conforming to BSEN12320 security grade 5
  - ii for manually operated roller shutters key operated bullet locks securing the shutter to its guide, or the operating chain of the roller shutter must be secured to the internal frame by a padlock conforming to BSEN12320 security grade 4, or for electrically operated roller shutters a key operated isolation switch to the electricity supply to the controls, or as noted in item I of this condition
  - iii for doors officially designated fire exits by **your** written fire risk assessment, appropriate internally operated mortice deadlocks conforming to BS8621 or panic bars/ latches conforming to BSEN1125
  - iv all aluminium and UPVC doors must have an integral cylinder key operated mortice deadlock certified to BSEN1303
  - v double leaf doors must be secured by bolts top and bottom on the first closing leaf with the second closing leaf secured by one of the means noted in i to iv of this condition
  - vi all outward opening doors, with the exception of aluminium or UPVC doors with multiple locking points, must be fitted with hinge bolts top and bottom
  - vii other security devices if agreed by **us** in writing to **you**.



## Material Damage Section - continued

- b all windows and skylights not protected by bars or grilles that are on the ground floor or basement level or are easily accessible from adjoining roofs, porches or downpipes must be fitted with:
  - i key-operated locks with the keys removed and stored out of sight, or
  - ii locking bars with a padlock conforming to BSEN12320 security grade 4, or
  - iii screwed or fixed permanently shut on the inside, or for windows officially designated fire exits by **your** written fire risk assessment, panic bars or latches conforming to BSEN1125, or other security devices if agreed by **us** in writing to **you**.

The glass in any louvre windows must be fixed to its runners with contact adhesive.

### 2 Fire Extinguisher Requirements

It is a condition precedent to **our** liability to provide cover for **damage** caused by fire that a CO<sub>2</sub> or dry powder fire extinguisher of at least 2kg, which is the subject of an annual maintenance contract, is installed at the **premises**.

# Business Interruption Section

## Cover

### Loss of Income

The cover described below is only operative if shown as insured on the **schedule**

We will cover **you** for loss of **gross income** as a result of interruption of or interference with the **business** arising from accidental **damage** occurring during the **period of insurance** to **business contents**, **stock** or buildings used by the **business** at the **premises**.

### Increase in Cost of Working

The cover described below is only operative if shown as insured on the **schedule**

We will cover **you** for the **increase in cost of working** as a result of interruption of or interference with the **business** arising from accidental **damage** occurring during the **period of insurance** to **business contents**, **stock** or buildings used by the **business** at the **premises**.

## Basis of Settlement

### 1 Loss of Income

We will calculate the loss of **gross income** as follows:

- a an amount by which the **gross income** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard gross income**
- b the **increase in cost of working** but not exceeding the amount of reduction in **gross income** avoided.

### 2 Increase in Cost of Working

We will pay the net additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the interruption of or interference with the **business** which but for that expenditure would have taken place during the **indemnity period**.

### 3 Maximum Payable

The maximum amount **we** will pay under this section will not exceed in any one **period of insurance** the sum insured and limits shown on the **schedule**.

### 4 VAT

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of this tax.

### 5 Savings

If any of the charges or expenses of the **business** payable out of **gross income** cease or reduce as a consequence of

**damage** or if the value of **stock** depreciates, the amount of such savings during the **indemnity period** shall be deducted from the amount payable.

### 6 Alternative Trading

If during the **indemnity period** work is done or services are provided elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such work or services will be brought into account in arriving at the **gross income** during the **indemnity period**.

### 7 Underinsurance

If the sum insured shown on the **schedule** is less than the **gross income** for the 12 months (or proportionately increased multiples of this if the maximum **indemnity period** exceeds 12 months) immediately prior to the occurrence of the **damage**, the amount payable will be proportionately reduced.

## Extensions to the Business Interruption Section

(The following extensions only apply if shown as operative on the **schedule** and are subject to the terms, conditions and exclusions of this section and the **policy**)

### 1 Accountants' and Auditors' Charges

We will pay for charges payable by **you** to **your** accountants or auditors for producing particulars, details, proofs, information or evidence that **we** may require up to the limit shown on the **schedule**.

### 2 Documents

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** arising from accidental **damage** to computer records, documents, manuscripts and business books belonging to **you** or held in trust by **you** whilst temporarily at premises not in **your** occupation or whilst in transit by road, rail or inland waterway within the **territorial limits**.

### 3 Denial of Access

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** from a **defined peril to property** within a radius of 1km of the **premises** which prevents or physically hinders the use of or access to the **premises**, whether or not there has been **damage to property** at the **premises**.

## Business Interruption Section - continued

### 4 Public Utilities

We will cover **you** up to the limit shown on the **schedule** for loss resulting from the interruption of or interference with the **business** as a direct result of accidental failure of wireless or wired telecommunications services and the public supply of water, electricity or gas at the terminal ends of the supply company's feed to the **premises** not caused by:

- a the deliberate act of the supplier to restrict or withhold the supply
  - b atmospheric, solar or lunar conditions causing interference with transmissions to or from any satellite
  - c a fault in any part of the installation for which **you** are responsible at the **premises**
  - d drought
- and excluding any interruption of or interference with the **business** as a direct result of a failure of a public supply which lasts less than 24 consecutive hours.

### 5 Loss of Book Debts

We will cover **you** up to the limit shown on the **schedule** for loss resulting from **your** inability to trace or establish the **outstanding debit balances** as a result of accidental **damage** by a **defined peril**, to **your** books of account or other business books or records at the **premises** or whilst temporarily removed elsewhere within the **territorial limits** provided that payment will not exceed:

- 1 the difference between the **outstanding debit balances** and the total of the amounts received or traced and
- 2 the additional expenditure incurred with **our** previous consent in tracing and establishing the **outstanding debit balances** after the **damage**

We will not pay for losses resulting from:

- a books or records being mislaid or misfiled
- b deliberate falsification of business records
- c erasure or distortion of information on any electronic, magnetic and optical tapes, disks or discs for use in any computer equipment or other records:
  - i due to the presence of magnetic flux unless such flux results from lightning
  - ii whilst mounted in or on any machine or data processing apparatus unless caused by **damage** to the machine or apparatus
  - iii due to defects in such records.

### 6 Customers

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** by a **defined peril** at the premises of any customers, situated within the **territorial limits**, with whom at the time of the **damage you** have contracts or trading relationships to supply goods or services.

### 7 Suppliers

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a result of accidental **damage** by a **defined peril** at the premises, of any manufacturer, processor, packer or supplier (other than a supplier of water, electricity, gas or telecommunication services), situated within the **territorial limits** with whom at the time of the **damage you** have contracts or trading relationships to purchase goods or

services provided that payment will not exceed the limit shown on the **schedule**.

### 8 Temporary Removal

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** to **business contents** whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes.

### 9 Transit

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** from a **defined peril** to **business contents** or **stock** whilst in transit within the **territorial limits**.

### 10 Diseases, Poisoning, Vermin, Defective Drains, Murder or Suicide

We will cover **you** up to the limit shown on the **schedule** for loss resulting from the interruption of or interference with the **business** as a direct result of:

- a any occurrence of the following diseases, or discovery of an organism which causes the following diseases, at the **premises** or attributable to food or drink supplied from the **premises**:  
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
- b food or drink poisoning
- c the discovery of vermin or pests at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
- d any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
- e any instance of murder or suicide at the **premises**.

We will not pay for:

- i any costs incurred in the cleaning, repair, replacement, recall or checking of **property** or the **premises**
- ii losses resulting from any interruption or interference with the **business** which exceeds three months in duration either from the date of occurrence, discovery or appliance of restrictions by the local authority, whichever occurs first.

### 11 Exhibition, Trade Shows or Conferences

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** to **business contents** or **stock** whilst at any exhibition, trade show or conference site within the **territorial limits**.

## Exclusion to the Business Interruption Section

### Material Damage Insurance

We will not pay for loss of **gross income** or **increase in cost of working** unless at the time of the **damage to property** resulting in interruption of or interference with the **business** the Material Damage Section of this **policy** is in force and:

- a payment has been made or liability admitted for the **damage** or
- b payment would have been made or liability would have been admitted for the **damage** but for the exclusion of losses below a stated amount or percentage in the **policy**.

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