



NELSON
Policies at Lloyd's



Commercial Combined Insurance (Part A) Policy Wording Version V2023.2

Nelson Policies at Lloyd's is a trading name of Nilefern Limited. Registered in England and Wales No: 1825766. Registered Office: 2nd Floor, Knight rider Chambers, Maidstone, Kent, ME15 6LP

Nilefern Limited is authorised and regulated by the Financial Conduct Authority; FRN 305456

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Important Information

This **Policy** provides details of the covers available arranged in **Sections**. It is designed to allow **You** and/or **Your Broker** to select cover suitable for the demands and needs of **Your Business**. The **Sections** of cover **You** have chosen for **Your Business** are stated in the **Schedule**, which forms part of this contract. The contents table at the beginning of this **Policy** will help **You** find **Your** way around

Your Policy is subject to **Endorsements**, which may add conditions or exclusions or make other amendments to this **Policy** which are specific to **Your Business**

It is important that **You**:

- read and review any information **You** or **Your Broker** provide to **Us**, including any **Statement of Fact** if applicable, and ensure that it is correct, complete and free of any misrepresentation
- check that **Your Policy** (including any **Endorsements**), the **Sections**, **Schedule**, and **Limits of Indemnity** are those which **You** have requested
- understand the **Endorsements**, General Exclusions (such as the Cyber Exclusion) and the specific Exclusions applying to each **Section**, to ensure they are compatible with **Your Business**
- understand and comply with **Your** duties under this **Policy**
- if any part of **Your Policy** requires an amendment please return for correction to **Your Broker**

Alterations in the cover required after this **Policy** is issued will be confirmed by a separate **Endorsement** and/or **Schedule**. **You** should keep these with **Your Policy** document in a safe place in case **You** need to refer to it

About Nelson Policies at Lloyd's

Nelson Policies at Lloyd's (Nelson Policies) is a trading name of Nilefern Limited which is registered in England and Wales with registered number 1825766 and its registered office at 2nd Floor, Knightrider Chambers, Maidstone, Kent, ME15 6LP. Nilefern Limited is authorised and regulated by the Financial Conduct Authority, FRN 305456. **You** can check **Our** details on the Financial Services Register at <https://register.fca.org.uk/s/>

In issuing this **Policy**, Nelson Policies will be acting under an authority given to it by the **Insurer**. This means that when issuing this **Policy**, Nelson will be acting as an agent for the **Insurer**, not for **You**.

Our contact details are:

2nd Floor, Knightrider Chambers

12 Knightrider Street

Maidstone

Kent

ME15 6LP

T: 01622 681 243

E: commercial@nelsonpolicies.co.uk

About the Insurers

The insurance provided by this **Policy** is underwritten by certain Underwriters at Lloyd's (Lloyd's)

Lloyd's is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA). Their Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk

Lloyd's contact details are:

Market Services

Lloyd's

One Lime Street

London EC3M 7HA

E: enquiries@lloyds.com

You should contact Nelson Policies in the first instance in relation to this insurance

Cancellation

Should **You** decide to cancel this **Policy** **You** can do so at any time by notifying **Your Broker**

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

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

Your cancellation rights

Prior to the start of the **Period of Insurance**

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

During the cooling-off period of 14 (fourteen) days

You have the statutory right to cancel this **Policy** within 14 (fourteen) days from the purchase of this **Policy** or its renewal date or from the day on which **You** receive this **Policy** or renewal documentation, whichever is the later

To cancel this **Policy** please write to **Your Broker** to confirm **Your** requirements

Upon receiving **Your** instructions **We** will cancel this **Policy**:

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

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

After the cooling-off period

You may cancel this **Policy** at any time by giving notice in writing to **Your Broker**

Upon receiving **Your** instructions, **We** will cancel this **Policy** and provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, **You** will be entitled to a refund of premium paid less a deduction for any time **We** have provided cover. This is calculated in proportion to the time **We** have provided cover unless a minimum premium has been accepted by **You** increases this calculated amount

Cancellation outside the cooling-off period will also incur an additional charge, as stated in the **Schedule**, to cover the administrative cost accepted by **You** for providing the insurance.

Our cancellation rights

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

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

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

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us** **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and **You** will incur an additional charge, as stated in the **Schedule**, to cover the administrative cost as accepted by **You** for providing the insurance. If **We** have paid any claim, or part of any claim, then no refund of premium will be allowed

If **We** decide to cancel this **Policy** **We** will do so by sending **You** a letter of cancellation to **Your Broker**

Choice of law

You and **We** are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England

Complaints

We are committed to providing a high level of service, but if **You** believe that **We** have not delivered the service **You** expected from **Us**, please let **Us** know so that **We** can put things right

If your complaint is about the way a Policy was sold to you

If **Your** complaint is about the way a **Policy** was sold to **You**, please contact the broker who sold the **Policy** to **You**

If your complaint is about your insurance

Please contact:

Nelson Policies at Lloyd's
2nd Floor, Knightrider Chambers
12 Knightrider Street
Maidstone
Kent
ME15 6LP
T: 01622 681 243
E: commercial@nelsonpolicies.co.uk

We will contact **You** within 3 (three) working days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve **Your** complaint within 8 (eight) weeks. If it will take **Us** longer, **We** will explain why and let **You** know when **You** can expect **Our** final response

If your complaint is about your claim

Please contact:

Gallagher Bassett Technical
Ground Floor
Units 1 & 2
Magden Park
Llantrisant
CF72 8XT
T: 01443 229513
E: <mailto:uk.gbtechnical.adjusting@gbtpa.com>

In the event that **You** remain dissatisfied and still wish to make a complaint, it may be possible in certain circumstances for **You** to refer the matter to the Complaints team at Lloyd's

Their contact details are:

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN.
T: 020 7327 5693
F: 020 7327 5225
E: complaints@lloyds.com
W: www.lloyds.com/complaints

Details of **Lloyd's** complaints procedures are set out in a leaflet "**Your** Complaint – How Can **We** Help" available at www.lloyds.com/complaints and are also available from the above address. If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS)

Referring your complaint to the Financial Ombudsman Service

If **You** are not happy with **Our** response to **Your** complaint, or **You** have not received a response within 8 (eight) weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service

The Financial Ombudsman Service can review complaints from 'eligible complainants', but **Your** complaint must be submitted to them within 6 (six) months of receiving **Our** final response

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

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to **Your** satisfaction. The service they provide is free and impartial. **You** can contact the Financial Ombudsman Service using the following details:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

T: 0800 023 4567 (Calls to this number are free from fixed lines in the United Kingdom)

T: 0300 1239 123 (Calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the United Kingdom)

F: 020 7964 1001

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

W: www.financial-ombudsman.org.uk

This complaints procedure does not affect **Your** legal rights

Compliance with terms and conditions

You must comply with all terms and conditions in this **Policy** and, if **We** request it, provide such proof of compliance at **Your** expense as **We** may reasonably require. **You** will be liable to **Us** for loss caused by any breach of terms or conditions, which may include any increase in **Our** liability under this **Policy** caused by **Your** breach

Contracts (Rights of third Parties) Act 1999

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

Financial Services Compensation Scheme

The **Insurer** is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% (ninety percent) without any upper limit. For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

FSCS contact details:
Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY
E: enquiries@fscs.org.uk
T (for UK callers): 0800 678 1100 (freephone)
T (for callers from abroad): +44 (0) 20 7741 4100
W: www.fscs.org.uk

Other Insurance

We will not pay any claim if any loss, **Damage** or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any **Excess** beyond the amount which would have been covered under such other insurance had this insurance not been effected

Non-payment of premium

In the event that **You** do not pay the promised premium to **Your Broker** or **Us** within the agreed time limit for such payment this **Policy** will be cancelled from its start date which means that **You** have never had any cover or protection from this **Policy**

If **Your Policy** is cancelled, **We** will send **You** a letter of cancellation to **Your Broker**

Notifying any changes during the policy period

Your failure to promptly notify **Us** of changes in the information **You** have provided may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part. Claims arising from or connected to a material change to **You** or **Your Business** or the risks insured, as compared to the information **You** declared at the inception of this **Policy** may be excluded unless covered by an express extension or **Endorsement** to this **Policy**

If **You** become aware at any time during the **Period of Insurance** of material changes to the information **You** provided to **Us** (for example, due to new developments in **Your Business**), **You** or **Your Broker** must inform **Us** as soon as reasonably practicable

We will be entitled to revise the premium and/or the terms of this **Policy** (retrospectively if appropriate), to reflect the material change and/or to exercise **Our** right to cancel this **Policy**. If **You** are late in notifying **Us** of any inaccuracy or material change and **We** would have cancelled this **Policy** if **You** had notified **Us** as soon as reasonably practicable, **We** will be entitled to treat this **Policy** as if it had been cancelled by **Us** after **You** should have notified **Us**

Once **We** have been notified of any material change, **We** will advise **You** if this affects **Your Policy**. **You** will pay any additional premium due and confirm **Your** acceptance of any amended terms within 30 (thirty) days of being notified of such changes by **Us**. **We** may decide simply to note the change for the purpose of review prior to renewal

Personal information

In this clause only, the use of “**We**”, “**Our**” or “**Us**” means Nelson Policies and the **Insurer** unless specified otherwise

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit

This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law

Where **You** provide **Us** or **Your Broker** with details about other people, **You** must provide this notice to them

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information, please in the first instance contact **Your Broker** that arranged **Your** insurance who will provide **You** with **Our** contact details

The **Insurer's** privacy notice is accessible at <https://www.tmhcc.com/en-us/legal/privacy-policy>

Policy administration fees

We will charge **You** an administration fee if **We**:

1. make any changes to **Your Policy** on **Your** behalf, or
2. agree to cancel **Your Policy**

Please ask **Your Broker** for details of charges that apply

Policy interpretation

Certain words have common special meanings which are set out under General Definitions applicable to all **Sections** and additionally under Definitions within particular individual **Sections**, where they are specific to that **Section**

All titles and headings in this **Policy** do not form part of the terms and conditions and are for reference purposes only

References to a statute will be construed to include all amending or replacement Acts of Parliament, Statutory Instruments and Regulations and, in other jurisdictions within the territorial limits, any equivalent statutes or laws

Words in the singular shall include the plural and vice versa

Words importing the masculine will import the feminine and the neutral

Sanctions

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

Several liability

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

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

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

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Your duty of fair presentation

We have relied on the information **You** have given **Us** in setting the terms and premium for this **Policy**. **You** owe **Us** a duty of fair presentation under the Insurance Act 2015. To comply with this duty, it is very important that:

- **You** provide **Us** with all material information in a clear and accessible form, having made reasonable searches and enquires of all information available to **You** (including information held by third parties, such as agents, service providers or anyone insured by the **Policy**)
- the information **You** provide, including **Your** answers to any **Statement of Fact** and all other information **You** provide, is correct, complete and free of any misrepresentation
- any statements of opinion, expectation or belief are made in good faith

Your duty of fair presentation applies at commencement, renewal and whenever making any changes to **Your Policy**

If **You** breach **Your** duty of fair presentation, **You** may adversely affect **Your Policy** and **Your** ability to make any claim:

1. If **Your** breach is deliberate or reckless and **We** show that if **You** had complied with **Your** duty **We** would not have entered this **Policy**, or would only have done so on different terms, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and need not return the premium paid
2. If **Your** breach is neither deliberate nor reckless and **We** show that if **You** had complied with **Your** duty:
 - a) **We** would not have entered this **Policy**, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and return the premium paid
 - b) **We** would only have entered this **Policy** on different terms, **We** will be entitled to:
 - i) treat this **Policy** as if it had been entered into on those different terms
 - ii) reduce any claim in the same proportion as the premium actually charged bears to the higher premium that would have been charged
3. **We** and/or **Your Broker** will write to **You** if **We** intend to treat **Your Policy** as if it never existed or amend the terms of **Your Policy**

Your duties under the policy

The **Policy** includes details of what **You** must do in order to comply with the terms on which **We** provide cover. Each **Section** includes details of **Your** duties applying to that specific **Section**, including some duties which apply only to specific extensions of cover. The General Conditions and General Exclusions include duties which apply to more than one **Section**

You must take time to understand **Your** duties in relation to this **Policy**. If **You** overlook or fail to comply with **Your** duties **You** may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part

The Making a Claim Section includes duties relating to the claim process

Making a Claim

This part of **Your Policy** explains how to make a claim and explains **Your** obligations relating to the claims process

Our Claims Commitment to You

We aim to provide **You** with an efficient and easy to use claims service. To do this, **We** may use specially selected companies to deal with **Your** claim on **Our** behalf

We will, throughout the claims process:

- act with honesty and integrity
- keep **You** informed of any significant developments regarding the status of **Your** claim
- inform **You** if **We** cannot deal with any part of **Your** claim and provide a clear explanation of the reasons why
- provide **You** with the highest level of customer care at all times

Where **Our** consent is required prior to incurring costs or taking other action relating to any claim, **We** will not unreasonably withhold or delay providing **You** with consent. This process protects **You** from incurring costs or taking action that is not covered by this **Policy**

Fraudulent Claims and Dishonest Acts

If **You**, or anyone acting on **Your** behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive **Us** during the course of any claim, **We**:

1. will not be liable to pay the claim and
2. may recover from **You** any sums paid by **Us** to **You** in respect of the claim and
3. may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent or dishonest act

If **We** exercise **Our** rights under 3 above **We**:

- a) shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (for example – if a loss is incurred or **You** make a claim or if **We** are notified of circumstances which may give rise to a claim); and
- b) need not return any premium paid

Claims Conditions

You must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim or any payment could be reduced

1. **You** must notify **Your Broker** as soon as possible giving full details of what has happened
2. **You** must provide **Your Broker** with any other information **We** may require
3. **You** must provide to **Your Broker** as soon as possible, but no later than 14 (fourteen) days, if a claim for liability is made against **You**, any letter, claim, writ, summons or other legal documents **You** receive
4. **You** must inform the police as soon as possible following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property
5. **You** must not admit liability or offer to agree to settle any claim without **Our** written permission
6. **You** must take all responsible care to limit any loss, **Damage** or injury
7. **You** must not dispose of any damaged items before **We** have had the opportunity to inspect them unless **You** have been advised by **Us** to dispose of them

Defence of Claims

We may take full responsibility for conducting, defending or settling any claim in **Your** name and any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance

Arbitration

After **We** have accepted liability in writing should there be a dispute between **You** and **Us** as to the amount to be paid this shall be referred to and finally resolved by arbitration under the LCIA (London Court of International Arbitration) Rules, which Rules are deemed to be incorporated by reference to this clause

The number of arbitrators shall be one

The seat, or legal place, of arbitration shall be London

The language to be used in the arbitral proceedings shall be English

The governing law of this **Policy**, and which shall be applied by the arbitrator to any dispute, is the substantive law of England

Subrogation

We are entitled to in **Your** name:

1. take the benefit of **Your** rights against another person prior to or after **We** have paid a claim
2. take over the conduct, defence or settlement of a claim against **You** by another person

You must promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with 1 or 2 above

How to report a claim

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

Gallagher Bassett Technical
Ground Floor
Units 1 & 2
Magden Park
Llantrisant
CF72 8XT
T: 01443 229513
E: <mailto:uk.gbtechnical.adjusting@gbtpa.com>

It will be helpful when reporting a claim if **You** are able to advise the **Policy** number and brief details of the claim

What to do in the event of a claim

You should notify **Us** of any **Occurrence** which could result in a claim under this **Policy** as soon as possible.

You must notify **Us** within 7 (seven) days of the building becoming illegally occupied.

We or **Our** representatives will be entitled to enter the **Premises** or any building where any loss or **Damage** has occurred to deal with **Your** claim.

You must not admit any liability for, or offer to agree to settle, any claim without **Our** prior written consent

You shall give **Us** or **Our** representative all necessary assistance

Complete and return any claim form sent to **You**, as soon as possible

It is **Your** responsibility to prove any loss and therefore **We** may ask **You** to provide receipt, valuations, photographs and any other relevant information and documents and assistance **We** may require to help with **Your** claim

General definitions applicable to all sections

The words defined below will have the same meaning wherever they appear in bold capital letters within the **Policy**, the **Schedule** and the **Endorsements** and Extensions

These general definitions apply to all **Sections** of the **Policy** unless otherwise stated in the relevant **Section**. In addition, there are some definitions particular to individual **Sections** of the **Policy**. You will find these at the beginning of each relevant **Section**

Broker means the broker who arranged this insurance on **Your** behalf

Buildings means:

- a) **Buildings**
- b) Landlord's fixtures and fittings in and on the **Buildings**
- c) Outbuildings, extensions, annexes, gangways, external hoists, staircases, yards, car parks, pavements and forecourts
- d) Walls, gates and fences
- e) Services, which shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like and the accessories thereon, extending from the **Buildings** to the perimeter of the **Premises** or the public mains (including those underground)

Business means the business as described in the **Schedule** and shall include:

- a) the ownership, repair and maintenance of **Your Business Property**
 - b) the provision and management of canteen, social, sports and welfare activities for **Your** benefit or the benefit of **Your Employees**
 - c) the provision and management of first aid, fire, security and ambulance services
 - d) the performance of private duties carried out by **Your Employees** with **Your** written consent for any of **Your** principals, including directors, partners or senior officials
- and no other business for the purposes of this **Policy**

Business hours means the period during which the **Premises** are actually occupied by **You** and/or **Your Employees** for the purposes of the **Business**

Business Premises means that part of the **Premises** occupied by **You** for the purposes of the **Business** described in the **Schedule**

Computer Misuse means the unauthorised modification of the contents of any computer equipment which impairs the operation or reliability of the computer equipment or prevents or hinders access to any program or data, including infection by a computer virus, whether intended or accidental

Damage means accidental physical loss or destruction of or **Damage** to the property insured

Employee(s) means any of the following whilst they are working on **Your** behalf in connection with the **Business**:

- a) an **Employee** under a contract of service or apprenticeship with **You**
- b) a labour master or any person supplied by him
- c) a labour only subcontractor
- d) a self-employed person working for **You** and under **Your** control
- e) a person hired by **You**, borrowed by **You** or embedded in **Your Business**
- f) a person undertaking study or work experience or on a youth training scheme with **You**
- g) a voluntary worker
- h) a working director where **You** are a limited company

Endorsement(s) means a change in the terms and conditions of this **Policy** that can extend or restrict cover

Excess means the amount specified in the **Schedule** for which **You** will be responsible in respect of each and every claim in respect of loss of, or **Damage** to, property

FCA means the Financial Conduct Authority or any successor body or bodies to it

Heave means upward movement of the ground beneath the **Premises** as a result of the soil expanding

Insured Person means any partner, director or **Employee** of **Yours** whose usual place of employment is at the **Premises** or as otherwise stated in the **Schedule**

Insurer means certain Underwriters at Lloyd's

Landslip means downward movement of sloping ground beneath the **Premises**

Limit of Indemnity means **Our** maximum liability which in any one **Period of Insurance** shall not exceed the total **Sum Insured** in the **Schedule** or any other stated **Limit of Indemnity**

Money means cash, bank notes, currency notes, cheques, bankers' drafts, postal orders, **Money** orders, current postage stamps and revenue stamps, national insurance stamps, national savings stamps and certificates, holiday saving stamps, luncheon vouchers, credit company sales vouchers, VAT purchase invoices, premium bonds, bills of exchange, Giro cheques and drafts, gift tokens, trading stamps, unused gifts, unused units in franking machines, consumer redemption vouchers and credit, debit and charge cards

Occurrence means an accident, including continuous or repeated exposure to substantially the same general conditions, which results in injury or **Damage** where such injury or **Damage** is neither expected nor intended by **You**

Period of Insurance means the period shown in the **Schedule** plus any extensions to the period which may be granted by **Us**

Policy means the contract of insurance which comprises of the **Schedule**, terms, exclusions, conditions, applicable active **Policy Sections** together with **Endorsements**

Premises means the location(s) as stated in the **Schedule** or in any **Endorsement**, that are used by **You** for the purposes of the **Business**

Proposal means any information supplied by **You** in connection with this insurance including any declaration made by **You** or on **Your** behalf

Radiation means ionising radiation or contamination by radioactivity from any nuclear assembly or nuclear component thereof or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Schedule means the insurance document listing **Your** details and details of the **Sections** of this insurance document which apply to **You**

Section means the part of this **Policy** which states the detail of the coverage provided and shown as operative in the **Schedule**

Statement of Fact means the information provided at the time of the quotation or mid-term alteration, any information given by **You** or on **Your** behalf and any other information detailed on the **Proposal**

Stock means stock in trade and work materials, work in progress and finished in transit (including telephone cards, lottery tickets, scratch cards and postage stamps intended for sale)

Subsidence means downward movement of the ground beneath the **Premises** other than by settlement

Sum Insured means the maximum sum for which **You** have elected to insure as stated in the **Schedule** applicable to the particular item or section

United Kingdom means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands

War means war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power

We / Us / Our means Nelson Policies acting under a binder as an agent of the **Insurer**

You / Your / Insured means the person(s), company or group of companies, or legal liability partnership stated in the **Schedule** as **The Insured**

General conditions applicable to all sections

The following clauses and warranties apply to the whole of **Your Policy** (unless otherwise stated)

You must comply with all of these clauses and warranties. If **You** do not, **Your** insurance may not be valid or may not cover **You** fully

Electrical Inspection Condition (if applicable on the Schedule)

The electrical installation must be inspected and tested at least once in every 5 (five) years by a contractor approved by the National Inspection Council for Electrical Installation Contracting (N.I.C.E.I.C) and that any remedial work recommended by such contractor to comply with BS7671 is carried out promptly

A satisfactory electrical inspection certificate, no older than 5 (five) years should be provided to Underwriters

FEA Condition

You must:

- a) provide sufficient fire extinguishing appliances at the **Premises** to comply with regulations under the Regulatory Reform (Fire Safety) Order or Fire (Scotland) Act 2005 or any legislation that subsequently replaces these
- b) maintain such appliances under annual contract with the suppliers, or as otherwise approved in writing by **Us**, for the purpose of ascertaining that they are in all respects maintained in proper working order
- c) remedy promptly any defect in such appliances

Flammables Condition

- a) **You** must not keep more than 20 (twenty) litres or one day's supply of flammable liquids (whichever is the less) in **Your** workshop unless stored in metal or plastic vessels specially constructed for the purpose having a lid tap or other closing device
- b) All **Stock** of flammable liquids other than above must be stored in proprietary external flammable stores, flammable liquids shall mean liquids or solutions having a flashpoint below 32 (thirty-two) degrees centigrade

General Waste Condition

We will cover **You** for **Damage** by fire or explosion provided that:

1. all oily and/or greasy waste and cloths are kept within lidded metal receptacles and are completely removed from the **Premises** once a week
2. all other hazardous and/or combustible waste is collected and bagged daily and removed from the **Premises** at the end of each working day
3. if such waste is stored external to the **Buildings** pending collection it is stored either in metal lidded containers or at a distance of at least 5 (five) metres from any building

Minimum Security

We will cover **You** for loss or **Damage** by Theft under this **Policy** provided that **You** have in place in full working order and in operation whenever the **Premises** are closed for business or left unattended the following minimum level of security or such level as is specified in the **Schedule**:

- a) The final exit door of **Your** portion of the **Buildings** must be fitted with either:
 - i) For timber or steel framed doors: a mortice deadlock that has 5 (five) or more levers and matching box striking plate which conform to BS 3621; or
 - ii) For timber or steel framed doors: a rim latch deadlock that conforms to BS3621

- b) All other external doors and internal doors giving access to any part of the **Buildings** not occupied by **You** must be fitted with either:
 - i) As described in a) i) and ii) above; or
 - ii) 2 (two) key operated security bolts for doors fitted approximately 30 (thirty) centimetres from the top and bottom of the door respectively
- c) Aluminium or UPVC framed doors must be fitted with integral cylinder key operated mortice deadlocks
- d) All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs, decks, balconies, fire escapes and/or canopies down pipes must be fitted with key operated window locks. This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, gates, expanded metal or weld – mesh securely fixed to the brickwork surrounding the window

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements. These are to be secured internally by panic bolts or fire exit bolts. Any additional devices are to be approved by the local Fire Prevention Officer

Portable Heating Condition

You must not use portable heating fueled by paraffin/kerosene or propane/butane

Smoking Condition

Smoking must not be allowed anywhere on the **Premises** insured other than in designated places agreed by **Us** and notices to that effect shall be clearly displayed throughout the **Premises**

Under certain conditions where smoking is permitted by law and **We** have agreed to the arrangements **You** may allow smoking to take place provided metal ashtrays are provided and at the close of each day's business the area is inspected by **You** and all ashtrays are emptied into a metal lidded bin provided for that purpose

Such bins are to be kept outside, away from any combustible materials

Stillage Condition

All **Stock** in trade and goods in trust must be kept at least 6 (six) inches off the ground floor

Survey Clause (Applicable if a Survey is required as indicated on the Schedule)

Coverage is strictly subject to receipt by **Us** of a satisfactory survey carried out by an authorised surveyor. **We** reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate upon receipt of the survey. **You** must implement the survey requirement(s) or as otherwise agreed by **Us** within a period to be agreed by **Us** and advised to **You**

If **You** fail to implement the requirement(s) within the period agreed by **Us** then all coverage shall terminate at the end of the said period

Unoccupancy Clause

We must be notified as soon as practicable if the **Premises** become unoccupied. **We** reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate if the **Premises** become unoccupied. If **We** agree to insure the **Premises** whilst they are unoccupied, **You** must comply with the Unoccupancy Condition below unless **We** advise otherwise in writing

Unoccupancy Condition

Where a property is unoccupied wholly or partially or becomes unoccupied during the course of the **Period of Insurance**, **We** will only cover **You** for the following Perils:

1. a) Fire and/or Lightning
b) Fire consequent upon explosion
2. Explosion
3. Aircraft

or as otherwise stated on the **Schedule**

You must comply with the following terms and conditions:

1. **You** must take all reasonable steps to keep the **Premises** in a good state of repair and free of danger to people on or about the **Premises**
2. **You** must ensure that all protections provided for the security of the **Premises**, including all alarm systems and locks, are maintained in good working order and are activated or set (as appropriate) so that they act to protect the insured property throughout the **Period of Insurance** whenever the **Premises** are left unattended by **You**, or a representative authorised by **You**
3. All external doors must be fitted with 5-lever (five lever) mortice deadlocks or a multipoint locking system
4. All opening windows must be fitted with key-operated locks
5. All letter boxes and similar openings must be sealed unless agreed otherwise by **Us**
6. No loose combustible material shall be allowed to remain at the **Premises**, either inside or outside the building, other than contents which have been agreed by **Us** and noted within this **Schedule**
7. **You** or **Your** appointed representative must visit the **Premises** for internal and external inspection purposes at least once every 7 (seven) days, and make and keep a record of all inspections, and promptly take any action necessary to ensure that all aspects of the **Premises** comply with this list of requirements at all times
8. **You** must maintain the perimeter wall or fencing, including any gates, in a good state of repair
9. **You** must advise **Us** within 14 (fourteen) days, if the **Buildings** become occupied or if the **Buildings** become illegally occupied

General exclusions applicable to all sections

The following Exclusions apply to the whole of **Your Policy** (unless otherwise stated)

This **Policy** will be subject to the following Exclusions and **We** will not cover any losses excluded by:

Application of Heat

We will not pay for loss or **Damage** to property insured caused by it undergoing any heating process or any process involving the application of heat

Asbestos

- a) exposure to
- b) inhalation of
- c) fears of the consequences of exposure to or inhalation of
- d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstated or managing (including those of any person under any statutory duty to manage) any property arising out of the presence of **Asbestos** including any products containing **Asbestos**

Avian Influenza

This **Policy** does not cover any claim directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof

This **Policy** also excludes any claim:

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

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

Burning of Waste or Other Material

We will not cover **You** under this **Policy** against **Damage** arising from the burning of waste or other materials of any description at **Your Premises** or within the external grounds

Contamination and Pollution

We will not pay for any loss or **Damage** due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health

This exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils: fire and resultant smoke damage, lightning, explosion, earthquake, impact of aircraft, storm, flood, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious damage, **Subsidence, Heave or Landslip**

Contractors

We will not pay for any loss, **Damage** or liability arising out of the activities of contractors, or to contractors. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the Property, including where **You** are working in **Your** capacity as a professional tradesman

Cyber and Data

We will not pay for any:

- a) Cyber
loss, **Damage**, liability, cost or expense caused deliberately or accidentally by:
 - i) the use of or inability to use any application, software, or programme
 - ii) any computer virus
 - iii) any computer related hoax relating to i and/or ii above
- b) Electronic Data
loss of or **Damage** to any electronic data (for example files or images) wherever it is stored

Diminution in Value

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this Policy

Domestic Pets, Insects or Vermin

We will not pay for any loss, **Damage** or liability caused by domestic pets, insects or vermin

Electrical Equipment Faults

We will not pay for loss or **Damage** to electrical equipment by its short-circuiting or overrunning that does not result in a fire

Epidemic Disease, Pandemic Disease & Coronavirus

This **Policy** does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19)
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- c) any mutation or variation of SARS-CoV-2
- d) any fear or threat of a), b) or c) above
- e) any Epidemic &/or Pandemic Disease(s)

Excess

We will not pay the **Excess** shown on the **Schedule**

Existing and Deliberate Damage

We will not pay for any loss, **Damage**, or liability:

- occurring before inception of the Policy or arising from an event before inception of the Policy
- caused deliberately by You or by any person lawfully on the Premises
- due to consequential loss of any kind or description

Faulty Workmanship

We will not pay for any loss, **Damage** or liability arising from faulty design, specification, workmanship or materials

Micro-Organism

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

This exclusion applies regardless whether there is:

- any physical loss or **Damage** to insured property
- any insured peril or cause, whether or not contributing concurrently or in any sequence
- any one loss, occupancy or functionality
- any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

Nuclear, Biological and Chemical Contamination

We will not pay for:

1. loss or destruction of or **Damage** to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature
3. death or injury to any person

directly or indirectly caused by or contributed to by arising from Nuclear, Biological or Chemical contamination due to or arising from:

- **Terrorism**; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism

For the purpose of this exclusion “**Terrorism**” means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means
- putting the public or any section of the public in fear

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature

Radioactive Contamination and Nuclear Assemblies

We will not pay for:

1. loss or destruction of or **Damage** to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by arising from:
 - ionising **Radiation** or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Terrorism

Notwithstanding any provision to the contrary within this insurance or any **Endorsement** thereto it is agreed that this Policy excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

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

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

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

In the event any portion of this **Endorsement** is found to be invalid or unenforceable, the remainder shall remain in full force and effect

War

We will not pay for any loss or **Damage** or liability directly or indirectly occasioned by, happening through or in consequence of **War**, invasion, acts of foreign enemies, hostiles (whether **War** be declared or not), civil **War**, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority

Wear and Tear

We will not pay for any loss, **Damage** or liability caused by wear and tear or any other gradually operating cause

Works in Progress

We will not pay for loss or **Damage** to property or structures in the course of construction or erection and materials or supplies in connection therewith

Section A: Property Damage

Definitions applicable to Section A: Property Damage

Ancillary Equipment

Ancillary Equipment solely for use with the Computer Equipment comprising air conditioning equipment, generating equipment, UPS voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat, smoke and water detection equipment, lightning and transient overvoltage protection devices, lockdown security devices, racks, cabinets, stacking equipment, gas flooding cylinders and pipework and computer room partitioning

Computer Equipment:

All Computer Equipment (including interconnecting wiring, fixed disks and telecommunications equipment) used for the storage and communication of electronically processed data but excluding Computer Equipment used solely or in part for the control or monitoring of any manufacturing, repair, handling, alteration and/or treatment process or plant, machinery, vehicles, airborne or waterborne craft of any kind

Computer Systems Records

All current and back-up computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or data or information thereon for an amount not exceeding £25,000 (twenty-five thousand pounds) in respect of any one loss

Designation of Property

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in **Your** books

General Contents

1. machinery, plant, fixtures, fittings and other trade equipment
2. all **Office Machines** and other contents
3. patterns, models, moulds, plans and designs
4. documents, manuscripts and **Business** books for an amount not exceeding £25,000 (twenty-five thousand pounds) in respect of any one loss
5. insofar as they are not otherwise insured:
Directors', partners' and **Employees'** personal effects including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £500 (five hundred pounds) per person (but any cover granted under this Policy for **Damage** by Theft shall not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic devices, mobile phones, cameras, **Money** and securities of any description)
6. **Money** and securities of any description subject to any specific exceptions in this insurance
7. wines, spirits, cigarettes and tobacco held for entertainment purposes but for not more than £500 (five hundred pounds) in total in respect of **Damage** by Theft (if insured)
8. to the extent that they are not otherwise: insured motor vehicles, motor chassis and their contents
9. closed circuit television and alarm system equipment
10. **Glass**, sanitary ware, neon and illuminated signs and electric light fittings

Glass

Normal flat, annealed **Glass** including toughened and laminated **Glass** unless otherwise shown in the **Schedule**

Maintenance Agreement

A maintenance rental hire or lease agreement which provides a minimum service of on call remedial and/or corrective maintenance at inclusive cost

Offices Machines

Typewriters, duplicators, photocopying machines, calculators, accounting machines, telephone installations, public address systems, dictating equipment, postal and franking machines and similar office machinery belonging to **You** or for which **You** are responsible

Own Computer Equipment

1. **Computer Equipment**
2. **Ancillary Equipment**
3. **Computer Systems Records**
4. Programs and/or information stored upon fixed disks or other data media and all being the property of **You** or for which **You** are responsible but excluding property which is more specifically insured elsewhere

What is covered

Your Schedule will show which insured perils are included in **Your Policy**

If any of the property insured, other than **Own Computer Equipment**, described in the **Schedule** suffers **Damage** at the **Premises** by any of the insured perils, **We** will in accordance with the provisions of the **Policy**, pay to **You** the amount of loss or at **Our** option, reinstate or replace such property

In respect of **Own Computer Equipment** as described in the **Schedule**, if such property suffers **Damage** at the **Premises** by any of the insured perils, **We** will in accordance with the provisions of the **Policy**, pay to **You** the amount of loss or at **Our** option reinstate or replace such property up to the limit shown in the **Schedule** including the cost of the reinstatement of data

Separate **Sums Insured** are shown in the **Schedule** for A. Buildings, B. General Contents, C. Computers, D. Stock, E. All Other Property or interests at the **Premises** including within the open yards forming part of the **Premises** (subject to any specific exceptions) all as defined above or more fully described in the **Schedule** and all being the property of **You** or for which **You** are legally responsible

Tenants Improvements

All tenant's improvements, alterations, additions and decorations belonging to **You** or for which **You** are responsible

This **Policy** covers loss or **Damage** directly caused by:

1. Fire

but **We** will not pay for

- a) loss or **Damage** caused by explosion resulting from fire
- b) loss or **Damage** to property caused by it undergoing any process involving the application of heat

2. Lightning

3. Explosion

but **We** will not pay for:

- a) loss or **Damage** caused by the bursting of any boiler economiser or other vessel, machine or apparatus belonging to **You** or under **Your** control in which internal pressure is due to steam only
- b) loss or **Damage** to any vessel, machine or apparatus or its contents resulting from the explosion thereof; but this shall not exclude **Damage** caused by explosion of any boiler or gas appliance used for domestic purposes only, nor shall it exclude subsequent **Damage** which itself results from a cause not otherwise excluded

4. Aircraft or other aerial devices or articles dropped from them

5. Earthquake excluding damage caused by fire

6. Storm or Flood

but **We** will not pay for:

- a) loss or **Damage** attributable solely to change in the water table level

- b) for loss or **Damage** caused by frost, **Subsidence**, **Heave** or **Landslip**, other than as covered under Insured Peril 13 of Section A
- c) for loss or **Damage** to fences, gates and moveable property in the open

7. Riot

Riot, violent disorder, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons

but **We** will not pay for:

- a) loss or **Damage** arising from confiscation, requisition or destruction by order of the government or any public authority
- b) loss or **Damage** arising from cessation of work
- c) loss or **Damage** arising:
 - i) in the course of theft or attempted theft, other than as covered under Insured Peril 12 of Section A
 - ii) in respect of any **Building** which is empty or not in use

directly caused by malicious persons not acting on behalf of or in connection with any political organisation

8. Escape of Oil

Leakage of oil from any fixed oil-fired heating installation excluding loss or **Damage** emanating from any part of any **Building** which is empty or not in use

9. Escape of Water

Escape of water from any tank, apparatus or pipe excluding:

- a) loss or **Damage** caused by water discharged or leaking from an automatic sprinkler installation
- b) loss or **Damage** emanating from any part of any **Building** which is empty or not in use

10. Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation excluding loss or **Damage** caused by freezing in any **Building** (or any part of any **Building**) which is empty or not in use

11. Impact

Impact by any road vehicle (including any forklift truck or other industrial vehicle) or animal

12. Theft or Attempted Theft

but **We** will not pay for:

- a) loss or **Damage** which does not involve entry to or exit from that part of the **Building** occupied by **You** for the purpose of the **Business** by forcible and violent means or actual or threatened assault or violence or use of force at the **Premises** against **You** or any **Employee** of **Yours** or any other person lawfully on the **Premises**
- b) loss or **Damage** from any part of the **Building** not occupied by **You** for the purpose of the **Business**
- c) loss of or **Damage** to property in the open or from any outbuilding
- d) loss or **Damage** of property in transit
- e) loss or **Damage** of **Money** and securities of any description

13. Subsidence, Heave or Landslip

but **We** will not pay for:

- a) loss or **Damage** arising from the settlement or movement of made-up ground or by coastal or river erosion
- b) loss or **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any property at the **Premises**
- c) loss or **Damage** arising from normal settlement or bedding down of new structures
- d) loss or **Damage** commencing prior to the granting of cover under this insurance
- e) loss or **Damage** to outbuildings, extensions, annexes, gangways, external hoists, staircases, yards, car parks, pavements, forecourts, walls, gates, fences and service pipes and cables for which **You** are responsible unless **Damage** occurs to the **Premises** as a result of the same **Occurrence**

14. Accidental Damage

Any other accidental damage

but **We** will not pay for:

- a) loss or **Damage** caused by any of:
 - i) the insured perils
 - ii) the causes expressly excluded from the coverages specified under Insured Perils 1-10 (whether or not **You** are insured for the relevant Coverage)
- b) loss or **Damage** to any property caused by:
 - i) its own faulty or defective design or materials
 - ii) inherent vice, latent defect, gradual deterioration, wear and tear
 - iii) faulty or defective workmanship, operational error or omission on the part of **You** or any of **Your Employees**, but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- c) loss or **Damage** caused by:
 - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - ii) change in temperature, colour, flavour, texture or finish
 - iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection therewith
 - iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates, but this shall not exclude:
 - such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - subsequent **Damage** which itself results from a cause not otherwise excluded
 - the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services.
- d) loss or **Damage** caused by:
 - i) pollution or contamination
 - ii) acts of fraud or dishonesty
 - iii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - iv) erasure or distortion of information on computer systems or other records:
 - whilst mounted in or on any machine or data processing apparatus; or
 - due to the presence of a magnetic flux unless caused by **Damage** to the machine or apparatus in which the records are mounted

- e) loss or **Damage** to:
 - i) a **Building** or structure caused by its own collapse or cracking
 - ii) moveable property in the open or fences and gates by wind, rain, hail, sleet, snow, flood or dust
 - iii) property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
- f) loss or **Damage** to:
 - i) property in transit
 - ii) **Money** and securities of any description
 - iii) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - iv) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - v) property recoverable under any guarantee or **Maintenance Agreement** in force at the time of the happening of the **Damage**

15. Glass

1. Accidental breakage of fixed **Glass** by fracture extending through its entire thickness
2. **Damage** by impact of falling **Glass** to:
 - i) the framework and fittings of the ground floor frontage
 - ii) goods on display in windows
 but **We** will not pay for:
 - a) loss or **Damage** for breakage or **Damage**:
 - i) consequent upon alterations to the framework or position of any of the **Glass** or to neon and illuminated signs and electric light fittings or to sanitary ware
 - ii) consequent upon settlement or expansion or contraction of frames or fittings in **Buildings** under construction and during a period of 6 (six) months after the date of completion of the **Buildings**
 - iii) whilst the **Premises** are empty or disused unless specifically agreed
 - iv) to property insured existing prior to the commencement of this insurance and not subsequently replaced
 - v) in respect of neon and illuminated signs and electric light fittings:
 - occasioned by or traceable to wear and tear or gradual deterioration, mechanical or electrical breakdown or removal from their fixed position other than by theft or attempt thereat
 - of bulbs or tubes unless consequent upon **Damage** to signs or fittings
 - vi) **Glass** which is bent, tinted, stained or fired or incorporated in multiple glazed units
 - vii) lettering or decoration or protective film or alarm foil on **Glass** unless to comply with the quality recommended in the British Standard Code of Practice BS 6262:1982 or any subsequent related British Standard Code of Practice
 - b) loss or **Damage** as a consequence of fire or explosion unless more specifically insured under Insured Peril 1: Fire

16. Signs

Damage to neon and illuminated signs and electric light fittings

17. Sanitary Ware

Accidental breakage of sanitary ware

Conditions applicable to Section A: Property Damage

How much We cover:

Our liability in any one **Period of Insurance** shall not exceed the total **Sum Insured** or in respect of any one item, its **Sum Insured** or any other stated **Limit of Indemnity**

Basis of Settlement

In respect of **Buildings** and **General Contents** (other than motor vehicles, directors', partners' and **Employees'** personal effects):

- a) i) The cost of reinstatement being:
 - a) Where the property is destroyed – the cost of rebuilding or in the case of **General Contents**, the cost of its replacement by similar property
 - b) Where the property is **Damaged** – the cost of repairing or restoring the **Damaged** portion to a condition substantially the same as but not better or more extensive than its condition when new

In respect of **Own Computer Equipment**:

- i) The cost of reinstatement being:
 - a) Where the property is destroyed or **Damaged** beyond economic repair – replacement by new property of equal performance and/or capacity or if such be impossible replacement by property having the nearest higher performance and/or capacity to the property lost, destroyed or **Damaged**
 - b) Where the property is **Damaged** – the cost of repairing or restoring the **Damaged** portion to a working condition substantially the same as but not better or more extensive than its condition when new
- ii) The cost incurred by **You** in taking reasonable but exceptional measures to avoid or mitigate **Damage** provided that:
 - a) the impending **Damage** does not stem from any cause that should reasonably have been foreseeable by **You** before the **Damage** giving rise to the settlement
 - b) **We** are satisfied that **Damage** has been avoided or reduced in consequence of the measures taken
- iii) The cost necessarily and reasonably incurred in the making of temporary repairs upon and/or the expediting of the repair, reinstatement or replacement of property consequent upon the **Damage** provided that **Our** liability shall not exceed £5,000 (five thousand pounds) for the **Period of Insurance**
- b) the cost of complying with Public Authorities' requirements, being such additional cost of reinstatement of the property as may be incurred, with **Our** consent, in complying with building regulations or local authority or other statutory requirements or European Union requirements, first imposed upon **You** following the **Damage**, provided that the reinstatement is completed within 12 (twelve) months of the occurrence of the **Damage** or within such further time as **We** may in writing allow
- c) The cost of removing debris being the cost incurred, with **Our** consent, in removing debris, dismantling, demolishing, shoring up and propping portions of the property but excluding any costs or expenses:
 - i) incurred in removing debris, except from the site of such property **Damaged** and the area immediately adjacent to such site
 - ii) arising from pollution or contamination of property, not insured by this **Policy**
- d) the cost of professional fees, being those necessarily incurred in the reinstatement
- e) Reinstatement of Data, being the costs of materials and time of labour to reproduce information (but not the value of the information nor the cost of reobtaining such information) necessarily and reasonably incurred by **You** in the reinstatement of programs and/or information onto fixed disks or data media provided that **Our** liability shall not exceed £5,000 (five thousand pounds) for the **Period of Insurance**

The following provisions apply to the Basis of Settlement

Public Authorities' Requirements

We shall not be liable in respect of cost b) above for:

- a) requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this **Policy**)
- b) any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to

Partial Damage

Where **Damage** occurs to only part of the property, **Our** liability shall not exceed the amount which **We** would have been liable to pay had the property been wholly destroyed

Reinstatement On Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to **Your** requirements provided that it does not increase **Our** liability

Insurable Amount

For the purpose of the **Underinsurance Provision**, the **Insurable Amount** shall be the applicable **Sum Insured** stated on the **Schedule** which shall include the total of the insured costs a), b), c) and d) in reinstating the property insured to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**

Alternative Basis Of Settlement (Except Own Computer Equipment)

Under the Alternative Basis of Settlement **We** will pay the value of the property at the time of its destruction or the amount of the **Damage** including the cost of:

- i) complying with Public Authorities' requirements
- ii) removing debris
- iii) professional fees as defined in costs b), c) and d) above and subject to the provisions and exceptions applying to those additional Basis of Settlements

For the purpose of the **Underinsurance Provision** the **Insurable Amount** shall be the total of the **Sum Insured** at the time of the **Damage** of the property insured by the item and the additional Basis of Settlement b), c) and d)

Our liability shall be limited to the Alternative Basis of Settlement:

- a) until the cost of reinstatement has actually been incurred, and/or
- b) if the work of reinstatement is not carried out as quickly as is reasonably practicable, and/or
- c) if at the time of its **Damage** the property is covered by any other insurance effected by or on behalf of **You** and such other insurance is not on the identical basis of reinstatement defined in cost a) i), and/or
- d) if in the **Schedule** or by **Endorsement** it is stated that the Alternative Basis of Settlement applies

Alternative Basis of Settlement for Own Computer Equipment

Under the Alternative Basis of Settlement **We** will pay the **Sum Insured** of the property at the time of its destruction or the amount of the **Damage** including the cost of:

- i) minimising **Damage** and temporary repairs
- ii) removing debris
- iii) professional fees

as defined in costs a) ii), a) iii), a) iv), c), d) and e) above and subject to the provisions and exceptions applying to those costs

For the purpose of the **Underinsurance Provision** the **Insurable Amount** shall be the total of the **Sum insured** at the time of the **Damage** to the property insured by the item and the additional costs c), d) and e)

In respect of **Computer Systems Records**, documents, manuscripts and **Business books** **We** will pay:

- a) the value of the materials as stationery
- b) the clerical labour and computer time expended in reproducing such **Computer Systems Records**, documents, manuscripts and **Business books**
- c) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

But excluding the value to **You** of the information. For the purpose of the **Underinsurance Provision** the **Insurable amount** shall be the **Sum Insured** at the time of **Damage**

Stock

In respect of **Stock** and other insured property not specifically provided for **We** will pay:

- a) the value of the property at the time of its destruction or the amount of the **Damage**
- b) the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the property but excluding any costs or expenses:
 - i) incurred in removing debris except from the site of such property **Damaged** and the area immediately adjacent to such site
 - ii) arising from pollution or contamination of property not insured by this insurance

The following provisions apply to **Stock**

i) **Contract Price**

In respect only of goods sold but not delivered, for which **You** are responsible and with regard to which, under the conditions of the sale, the sale contract is cancelled by reason of any **Damage** insured under this insurance, either wholly or to the extent of the **Damage**, **Our** liability shall be based on the contract price

ii) **Insurable Amount**

For the purpose of the **Underinsurance Provision** the **Insurable Amount** shall be the contract price of those goods to which provision 2) applies and the value at the time of **Damage** of all other property

iii) **Seasonal Increase**

The **Sum Insured** in respect of **Stock** shall be increased by 25% (twenty-five percent) for the months of November, December, January and for 31 (thirty-one) days immediately preceding Easter Day. This provision shall not apply to the **Stock** in Transit Extension

Special Provisions

Automatic Reinstatement after a Loss

In the absence of written notice by **You** or **Us** to the contrary within 30 (thirty) days of the **Occurrence** of any **Damage**, **Our** liability shall not be reduced by the amount of any loss and **You** shall pay the appropriate additional premium for such automatic reinstatement of cover provided that in respect of **Damage** by Theft (if insured) the Automatic Reinstatement shall apply on the first occasion only in each **Period of Insurance**

Reinstatement by Us

We may at **Our** option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **You** shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require

Transfer of Interest

If at the time of any insured **Damage** to any **Building** insured **You** shall have contracted to sell **Your** interest in the **Building** and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Policy in respect of such **Damage** if and so far as the property is not otherwise insured by the purchaser or on the purchaser's behalf against such **Damage** without prejudice to the rights and liabilities of **You** or **Us** under this insurance up to the date of completion

Underinsurance Provision

If at the time of the **Damage**:

- a) the **Sum Insured** by the relative item on **Buildings** or **General Contents** or **Own Computer Equipment**; or
- b) the **Sum Insured** by the relative item on other property or interests is less than the **Insurable Amount**

The amount otherwise payable shall be proportionately reduced

Extensions applicable to Section A: Property Damage

We will cover **You** in respect of the following expenses necessarily incurred in reinstating **Damage** to property caused by any insured peril under Section A: Property Damage

Accidental Discharge of Gas Systems

We will pay the cost of refilling the cylinder(s) of any gas flooding systems, installed solely for the protection of the property insured, arising out of the accidental discharge of such system

We will not pay

- a) for the costs incurred as a direct result of the gas system being installed, commissioned or undergoing any form of testing
- b) more than £5,000 (five thousand pounds) in any **Period Of Insurance**

Drain Clearance

In the event of **Damage** insured by this insurance at the **Premises** **We** will pay the reasonable costs incurred by **You** in cleaning, clearing or repairing drains, gutters and sewers at the **Premises** necessitated by such **Damage**

We will not pay more than £5,000 (five thousand pounds) in any **Period of Insurance**

Exhibitions

Loss or **Damage** (caused by any of the insured perils 1-8) to the property whilst at any exhibition within the territorial limits

We will not pay more than £2,000 (two thousand pounds) in any **Period of Insurance**

Extinguishment Expenses

We will pay the reasonable costs incurred by **You** in refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured **Damage** to the property insured

Glass Cover

Any cover granted under this insurance in respect of **Damage** to fixed **Glass** includes the reasonable cost of:

- a) any necessary boarding up or temporary glazing pending replacement of broken **Glass**
- b) removing and refixing window fittings and other obstacles to replacement

Loss of Metered Water

We will pay the additional metered water charges incurred by **You** as a result of **Damage** caused by any of the **Insured Perils** under Section A: Property **Damage** except those in respect of any loss which has not been discovered and remedial action taken within 30 (thirty) days of the **Occurrence** of the **Damage**

The amount payable as indemnity shall be ascertained by comparing the charge made by the water suppliers on **Your** account for the period during which the loss occurred with the normal charge adjusted for any relevant factors affecting **Your** liability for metered water charges during such period

We will not pay more than £2,500 (two thousand five hundred pounds) in any **Period of Insurance**

Theft Cover (Buildings and Locks)

Any cover granted under this insurance in respect of theft includes:

- a) the cost of repairing **Damage** to the **Buildings** (whether or not the **Buildings** are insured hereunder) if **You** are responsible for the repairs and the **Damage** is not otherwise insured
- b) the reasonable expenses) incurred in necessarily replacing locks to the **Buildings** or safes or strong rooms therein consequent upon the theft (as insured) of keys from such building or from the residence of any of the authorised key holding directors, partners or **Employees of Yours**

We will not pay more than £1,000 (one thousand pounds) in any **Period of Insurance**

Theft Cover (CCTV and Alarm System Equipment)

Any cover granted under this insurance in respect of theft includes **Damage** to any closed circuit television and alarm system equipment externally fixed to the **Premises** the property of **You** or for which **You** are responsible

We will not pay more than £2,500 (two thousand five hundred pounds) in any **Period of Insurance**

Exceptions a) and c) to Coverage 8- Theft do not apply

Unauthorised Use of Electricity, Gas or Water

We will pay the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **Premises** without **Your** authority

You must make sure that such **Premises** are and have been inspected weekly by a responsible person on **Your** behalf

We will not pay more than £2,500 (two thousand five hundred pounds) in any **Period of Insurance**

Optional extension to Section A: Property Damage: Deterioration of Stock

Your Schedule will show **You** if this cover applies

Definition

Stock in the Cold Chamber will include **Stock** which at the time of the loss or **Damage** giving rise to such deterioration or putrefaction is elsewhere on the **Premises** but which would in the normal course of business be placed in the said Cold Chamber

What is covered

In the event of **Damage** by deterioration or putrefaction of **Stock in the Cold Chamber** of any refrigerating machine at the **Premises**:

1. due to the rise or fall in temperature resulting from any cause not hereunder excluded or
2. due to the action of refrigerant fumes which have escaped from the machine

We will pay to **You** the amount of such **Damage** but not exceeding the **Limit of Indemnity** shown in the **Schedule** per refrigeration unit or in total in respect all refrigeration units in all **Premises** during the **Period of Insurance**

What is not covered

We shall not be liable in respect of:

1. deterioration or putrefaction resulting from **Damage** at the **Premises** by fire, lightning, explosion, flood, earthquake, aircraft or other aerial devices or articles dropped therefrom or by leakage from a sprinkler installation
2. **Damage** resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply or from **Your** wilful neglect
3. loss of goodwill or other consequential loss of any nature whatsoever
4. **Damage** to **Stock** in any machine which is more than 15 (fifteen) years old at the commencement of the **Period of Insurance**

Section B: Loss of Profits

Definitions applicable to Section B: Loss of Profits

The following notes refer to the Definitions stated below:

1. To the extent **You** are accountable to the tax authorities for value added tax all terms in this insurance shall be exclusive of such tax
2. For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded
3. The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with **Your** normal accountancy methods due provision being made for depreciation
4. The **Uninsured Variable Costs** have the meaning usually attached to them in **Your** accounts
5. In the definitions of **Estimated Gross Profit**, **Estimated Gross Revenue** and **Insurable Amount** the amount of **Gross Profit** or **Gross Revenue** (whichever is shown in the **Schedule**) shall be proportionately increased to correspond with the maximum **Indemnity Period** where it exceeds 12 (twelve) months

Actual Gross Profit

The **Gross Profit** earned during the financial year most nearly concurrent with the **Period of Insurance** (subject to the provision of Note 5 above)

Actual Gross Revenue

The **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance** (subject to the provision of Note 5 above)

Computer Systems Records

All current and back-up computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or data or information thereon for an amount not exceeding £25,000 (twenty-five thousand pounds) in respect of any one loss

Estimated Gross Profit

The amount declared by **You** to **Us** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (subject to the provision of Note 5 above)

Estimated Gross Revenue

The amount declared by **You** to **Us** as representing not less than the **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (subject to the provision of Note 5 above)

Gross Profit

The amount by which the sum of the amount of the **Turnover** less discounts allowed and the amounts of the closing **Stock**, finished goods, raw materials and work in progress shall exceed the sum of the amount of the opening **Stock**, finished goods, raw materials and work in progress and the amount of the **Uninsured Variable Costs**

Gross Revenue

The amount of gross income or **Money** paid or payable to **You** for **Your Business** activities as declared by **Your Proposal** and shown in the **Schedule** or as amended by **Endorsement**

Increased Cost of Working

The increase in expenditure necessarily and reasonably 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** in consequence of the **Damage** (subject to limits shown under Basis of Settlement)

Indemnity Period

The period beginning when the **Damage** occurs and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the **Indemnity Period** as shown in the **Schedule**

Insurable Amount

The **Gross Profit** or **Gross Revenue** which would have been earned in the 12 (twelve) months immediately following the date of the **Damage** had the **Damage** not occurred after account had been taken of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the provision of Note 5 above)

Outstanding Debit Balances (Book Debts)

The total recorded under the provisions of Debit Recording adjusted for:

- a) bad debts
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage**; and
- c) any abnormal condition of trade which had or could have had a material effect on the **Business** so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred

Rate of Gross Profit

Rate which **Gross Profit** would have borne to **Turnover** during the **Indemnity Period** had the **Damage** not occurred after account has been taken of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the provision of Note 5 above)

Rate of Gross Revenue

Rate which **Gross Revenue** would have borne to **Turnover** during the **Indemnity Period** had the **Damage** not occurred after account has been taken of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the provision of Note 5 above)

Rent

Rent which continues to be legally payable or receivable by **You** whilst the **Premises** are rendered unusable as a result of **Damage** but only in respect of the period reasonably necessary for their reinstatement and not exceeding the **Indemnity Period** stated for **Rent** in the **Schedule**

Standard Turnover

The **Turnover** which would have been obtained during the **Indemnity Period** had the **Damage** not occurred after account has been taken of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the provision of Note 5 above)

Turnover

The **Money** paid or payable to **You** for goods sold and delivered and for services rendered in course of the **Business** at the **Premises**

Uninsured Variable Costs

- a) Purchases and related discounts
- b) Bad debts

What is covered

Your Schedule will show which insured perils are included in **Your Policy**

If **Damage** by any of the insured perils occurs at the **Premises**:

- a) to property used by **You** for the purpose of the **Business** which causes interruption of or interference with **Your Business** at the **Premises**
- b) which prevents **You** from tracing or establishing customers' **Outstanding Debt Balances** in whole or in part due to **You**

We will pay to **You**

- 1. in respect of a) the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the provisions of this Policy provided that payment has been made or liability admitted for the **Damage** under an insurance covering **Your** interest in the property or payment would have been made or liability admitted for the **Damage** but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- 2. in respect of b) the amount of loss resulting from the **Damage** in accordance with the provisions of the insurance **Our** liability in any one **Period of Insurance** shall not exceed in the whole:
 - i) In respect of a) the total **Sum Insured** or in respect of any item its **Sum Insured** or any other stated **Limit of Indemnity** in the **Schedule** or any **Endorsement**
 - ii) In respect of b) the **Sum Insured** or other stated **Limit of Indemnity** stated in the **Schedule** or any **Endorsement**

This **Policy** covers loss or **Damage** directly caused by:

1. Fire

but **We** will not pay for

- a) loss or **Damage** caused by explosion resulting from fire
- b) loss or **Damage** to property caused by it undergoing any process involving the application of heat

2. Lightning

3. Explosion

but **We** will not pay for:

- a) loss or **Damage** caused by the bursting of any boiler economiser or other vessel, machine or apparatus belonging to **You** or under **Your** control in which internal pressure is due to steam only
- b) loss or **Damage** to any vessel, machine or apparatus or its contents resulting from the explosion thereof; but this shall not exclude **Damage** caused by explosion of any boiler or gas appliance used for domestic purposes only, nor shall it exclude subsequent **Damage** which itself results from a cause not otherwise excluded

4. Aircraft or other aerial devices or articles dropped from them

5. Earthquake excluding damage caused by fire

6. Storm or Flood

but **We** will not pay for:

- a) loss or **Damage** attributable solely to change in the water table level
- b) for loss or **Damage** caused by frost, **Subsidence**, **Heave** or **Landslip**, other than as covered under Insured Peril 13 of Section B
- c) for loss or **Damage** to fences, gates and moveable property in the open

7. Riot

Riot, violent disorder, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons

but **We** will not pay for:

- a) loss or **Damage** arising from confiscation, requisition or destruction by order of the government or any public authority
- b) loss or **Damage** arising from cessation of work
- c) loss or **Damage** arising:
 - i) in the course of theft or attempted theft, other than as covered under Insured Peril 12 of Section B
 - ii) in respect of any **Building** which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation

8. Escape of Oil

Leakage of oil from any fixed oil-fired heating installation excluding loss or **Damage** emanating from any part of any **Building** which is empty or not in use

9. Escape of Water

Escape of water from any tank, apparatus or pipe excluding:

- a) loss or **Damage** caused by water discharged or leaking from an automatic sprinkler installation
- b) loss or **Damage** emanating from any part of any **Building** which is empty or not in use

10. Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation excluding loss or **Damage** caused by freezing in any **Building** (or any part of any **Building**) which is empty or not in use

11. Impact

Impact by any road vehicle (including any forklift truck or other industrial vehicle) or animal

12. Theft or Attempted Theft

but **We** will not pay for:

- a) loss or **Damage** which does not involve entry to or exit from that part of the **Building** occupied by **You** for the purpose of the **Business** by forcible and violent means or actual or threatened assault or violence or use of force at the **Premises** against **You** or any **Employee** of **Yours** or any other person lawfully on the **Premises**
- b) loss or **Damage** from any part of the **Building** not occupied by **You** for the purpose of the **Business**
- c) loss of or **Damage** to property in the open or from any outbuilding

- d) loss or **Damage** of property in transit
- e) loss or **Damage** of **Money** and securities of any description

13. Subsidence, Heave or Landslip

but **We** will not pay for:

- a) loss or **Damage** arising from the settlement or movement of made-up ground or by coastal or river erosion
- b) loss or **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any property at the **Premises**
- c) loss or **Damage** arising from normal settlement or bedding down of new structures
- d) loss or **Damage** commencing prior to the granting of cover under this insurance
- e) loss or **Damage** to outbuildings, extensions, annexes, gangways, external hoists, staircases, yards, car parks, pavements, forecourts, walls, gates, fences and service pipes and cables for which **You** are responsible unless **Damage** occurs to the **Premises** as a result of the same **Occurrence**

14. Accidental Damage

Any other accidental damage

but **We** will not pay for:

- a) loss or **Damage** caused by any of:
 - i) the insured perils
 - ii) the causes expressly excluded from the coverages specified under Insured Perils 1-10 (whether or not **You** are insured for the relevant Coverage)
- b) loss or **Damage** to any property caused by:
 - i) its own faulty or defective design or materials
 - ii) inherent vice, latent defect, gradual deterioration, wear and tear
 - iii) faulty or defective workmanship, operational error or omission on the part of **You** or any of **Your Employees**, but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- c) loss or **Damage** caused by:
 - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - ii) change in temperature, colour, flavour, texture or finish
 - iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection therewith
 - iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates, but this shall not exclude:
 - such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - subsequent **Damage** which itself results from a cause not otherwise excluded
 - the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services.
- d) loss or **Damage** caused by:
 - i) pollution or contamination
 - ii) acts of fraud or dishonesty
 - iii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - iv) erasure or distortion of information on computer systems or other records:
 - whilst mounted in or on any machine or data processing apparatus; or

- due to the presence of a magnetic flux unless caused by **Damage** to the machine or apparatus in which the records are mounted
- e) loss or **Damage** to:
- i) a **Building** or structure caused by its own collapse or cracking
 - ii) moveable property in the open or fences and gates by wind, rain, hail, sleet, snow, flood or dust
 - iii) property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
- f) loss or **Damage** to:
- i) property in transit
 - ii) **Money** and securities of any description
 - iii) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - iv) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - v) property recoverable under any guarantee or **Maintenance Agreement** in force at the time of the happening of the **Damage**

Conditions applicable to Section B: Loss of Profits

We do not cover claims in respect of business interruption or **Outstanding Debit Balances** which arise from any of the following:

Satellite Telecommunications:

Increased Cost of Working arising from:

- i) failure of any satellite prior to obtaining its full operating function or while in or beyond the final year of its design life
- ii) atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite

Computer Systems Records:

Computer Systems Records unless at the time of the **Damage** a back-up copy is maintained either at a location other than the **Premises** or alternatively a back-up copy is kept in a fireproof safe or cabinet on the **Premises**

Damage to Buildings constructed of less than 90% (ninety percent) brick, stone, concrete or other non-combustible materials unless otherwise stated in the **Schedule** or **Statement of Fact**

Damage to:

- i) land, roads, piers, jetties, bridges, culverts or excavations
 - ii) livestock, growing crops or trees
- unless specifically notified to and accepted by **Us** as insured
- iii) property which is more specifically insured elsewhere

Basis of Settlement

Subject to the provisions below **We** will pay as indemnity:

- a) in respect of a reduction in **Turnover** the sum produced by applying the **Rate of Gross Profit** or **Gross Revenue** (whichever is indicated in the **Schedule**) to the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover** in consequence of the **Damage**
- b) in respect of **Increased Cost of Working** the additional expenditure necessarily and reasonably 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** in consequence of the **Damage** but not exceeding the **Sum Insured** shown in the **Schedule**

Special Provisions:

Alternative Trading

If during the **Indemnity Period** goods are sold or services rendered 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 sales or services shall be taken into account in arriving at the **Turnover** during the **Indemnity Period**

Enhanced Limit of Indemnity Applicable to Gross Profit or Gross Revenue only

Our maximum liability shall not exceed 133.33 % (one hundred and thirty-three point three three percent) of the **Gross Profit** or **Gross Revenue Sum Insured** as stated in the **Schedule**. **Our** liability shall not be reduced by the amount of any loss and **You** shall pay the appropriate additional premium for such automatic reinstatement of cover

Professional Accountants' Charges

We will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **Your** accounts

Savings

If any of the charges or expenses of the **Business** payable out of **Gross Profit** or **Gross Revenue** (whichever is indicated in the **Schedule**) cease or reduce in consequence of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable

Underinsurance

If the **Sum Insured** is less than the **Insurable Amount** (after taking into consideration the Enhanced Limit of Indemnity Applicable to Gross Profit or Gross Revenue special provision) the amount payable shall be reduced proportionately

Basis of Settlement Outstanding Debit Balances

Subject to the Professional Accountants' Charges special provision and the **Limit of Indemnity** below, **We** will pay as indemnity:

1. the difference between:
 - a) the **Outstanding Debit Balances**; and
 - b) the total of the amounts received or traced in connection with such balances
2. The additional expenditure incurred with **Our** consent tracing and establishing customers' debit balances after the **Damage**

Limit of Indemnity

Our liability in any **Period of Insurance** shall not exceed in the whole the **Sum Insured** stated in the **Schedule**

Basis of Settlement – Rent of Buildings

We will pay:

1. If the loss relates to **Rent** receivable by **You**– the actual reduction in **Rent** received solely in consequence of the **Damage**
2. If the loss relates to **Rent** payable by **You**– the amount of **Rent** which continues to be payable by **You** in respect of the **Buildings** or portions of the **Buildings** whilst unfit for occupation in consequence of the **Damage**

Our liability shall be limited to the loss suffered within the **Indemnity Period** for **Rent** insured as specified in the **Schedule** which commences from the date of the **Damage** not exceeding the **Sum Insured** stated in the **Schedule**

For the purpose of the Underinsurance special provision, the **Insurable Amount** shall be, in respect of 1) above, the annual **Rent** receivable, or in the case of 2) above, the annual **Rent** payable, at the commencement of the **Period of Insurance**. Such amount to be increased proportionately to correspond with the **Indemnity Period** for **Rent** insured, where that period exceeds 12 (twelve) months

Extensions applicable to Section B: Loss of Profits

This **Policy** is extended to include business interruption loss as insured in this **Section** in consequence of:

1. **Damage** as insured by this insurance at any **Premises** not occupied by **You** but used by **You** solely for storage purposes within the territorial limits
2.
 - a) **Damage** as insured by this insurance to computer systems or other records; or
 - b) **Damage** as insured by this **Policy** to machinery and plant (but not motor vehicles) removed for cleaning, renovation, repair or other similar purposes whilst temporarily removed from the **Premises** and in transit by road, rail or inland waterway to and from the **Premises** within the territorial limits
3. **Damage** as insured by this **Policy** at any situations (or to property) as specifically mentioned in the **Schedule**
4. **Damage** as insured by this **Policy** at any situation not occupied by **You**, where **You** are carrying out a contract in the United Kingdom and the Republic of Ireland provided that **Our** liability after the application of all other terms and conditions of the **Policy** shall not exceed 10% (ten percent) of the **Sum Insured** by this **Policy** as stated in the **Schedule** or £1,000,000 (one million pounds) whichever is the less
5. **Damage** as insured by this **Policy** to any of **Your** direct suppliers' or direct customers' **Premises** within the United Kingdom up to a limit of 10% (ten percent) of the **Sum Insured** by this **Policy** as stated in the **Schedule** or £1,000,000 (one million pounds) whichever is the less
6.
 - a) Closure or restrictions placed on the **Premises** on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of Acute Encephalitis Acute Poliomyelitis Anthrax Chickenpox Cholera Diphtheria Dysentery Legionellosis Legionnaires Disease Leprosy Leptospirosis Malaria Measles Meningococcal Infection Mumps Ophthalmia Neonatorum Paratyphoid Fever Plague Rabies Rubella Scarlet Fever Smallpox Tetanus Tuberculosis Typhoid Fever Viral Hepatitis Whooping Cough or Yellow Fever manifesting itself at the **Premises**
 - b) Closure or restrictions placed on the **Premises** due to Injury or illness sustained by any customer or **Employee** arising from or traceable to foreign or injurious matter in food or drink sold from the **Premises**
 - c) Closing of the whole or part of the **Premises** by order of the Public Authority for the area in which the **Premises** are situate consequent upon defects in the drains and other sanitary arrangements at the **Premises**
 - d) Closure or restrictions placed on the **Premises** due to murder or suicide occurring at the **Premises**
 - e) Loss, destruction or **Damage** caused by any of the insured perils to property in the vicinity of the **Premises** which prevents or hinders the use of the **Premises** or access thereto whether the **Premises** or **Your** property therein shall be damaged or not but excluding **Damage** which prevents or hinders the supply of electricity, gas, water or Telecommunications services provided that **Our** liability, after the application of all other terms and conditions of the insurance, the maximum **We** will pay under this extension is £25,000 (twenty-five thousand pounds) or the Loss of Income **Sum Insured** or limit shown in the **Schedule** whichever is the lower in respect of the total of all losses occurring during the **Period of Insurance**
7. **Damage** by any of the insured perils (and not otherwise excluded) to property at any
 - a) generating station or substation of any public electricity supply undertaking
 - b) land based premises of any public gas supply undertaking or of any natural gas producer linked directly therewith
 - c) water works or pumping station of any public water supply undertaking

- d) land based premises of any public telecommunications undertaking, from which **You** obtain electricity, gas, water or telecommunications services all in the **United Kingdom**, provided that **Our** liability after the application of all other terms and conditions of this **Policy** shall not exceed the **Sum Insured** by this **Policy**
8. Accidental, total or partial failure of the public supply of:
- a) electricity at the terminal point of the supply undertaking's service feed to the **Premises**
 - b) gas at the supply undertaking's meters at **Your Premises**
 - c) water at the supply undertaking's main stop cock serving **Your Premises**
 - d) fixed effluent system from **Your Premises** (outside of **Your** control and responsibility)
- Provided that **We** shall not be liable for:
- i) any failure resulting from **Your** wilful act or neglect
 - ii) a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system
 - iii) a scheme of rationing unless solely necessitated by **Damage** to the supply undertaking's generating or supply equipment
 - iv) any industrial action or drought
 - v) any failure which does not involve a cessation of supply for at least 30 (thirty) consecutive minutes, provided that **Our** liability after the application of all other terms and conditions of this **Policy** shall not exceed the **Sum Insured** by this **Policy**

Memoranda applicable to Section B: Loss of Profits

Automatic reinstatement after a loss (not applicable in respect of Outstanding Debit Balances)

In the absence of written notice by **You** or **Us** to the contrary **Our** liability shall not be reduced by the amount of any loss. **You** undertake to pay the appropriate additional premium for such automatic reinstatement of cover

Debit Recording Warranty

It is a condition that **You** maintain a record elsewhere than in the **Buildings** in which the original records are kept showing the total amount outstanding in the credit accounts of the **Business** at the end of each month and in the event of **Damage** giving rise to a claim shall supply that record to **Us**

Misuse or Contamination of Computer Systems

Insofar as **this insurance** covers loss of **Outstanding Debit Balances** resulting from **Computer Misuse**, **Our** liability in respect of any such loss shall not exceed £50,000 (fifty thousand pounds) (or any other stated **Limit of Indemnity** if less) after the application of all the provisions of this **Policy** including any deductible

Payments on Account

Payments on account may be made during the **Indemnity Period** if **You** so desire

Optional extension to Section B: Loss of Profits: Loss of Licence

Your Schedule will show **You** if this cover applies

What is covered

We will cover **You** in respect of depreciation in value of **Your** interest in the **Premises** or the **Business** resulting from the forfeiture of the licence under the provisions of the regulations relating to such licences or the refusal of the licensing authority to renew the licence provided that such forfeiture or refusal to renew results from causes beyond **Your** control

Our liability during any one **Period of Insurance** will not exceed the **Sum Insured** stated against each **Premises** insured in the **Schedule**

We will also pay any costs and expenses incurred with **Our** written consent in connection with any appeal against the forfeiture of or refusal to renew the licence

What is not covered

We will not be liable under this **Section** if:

1. **You** are entitled to obtain compensation under the provisions of any Act of Parliament in respect of any refusal to renew the licence
2. the forfeiture or refusal to renew arises directly from any town or country planning improvement, redevelopment or compulsory purchase order or the surrender, reduction or redistribution of licences in connection therewith
3. the forfeiture or refusal to renew results from any alteration in the law
4.
 - a) any alteration to the **Premises** requiring the consent of the licensing or other necessary authority is made without their approval
 - b) the **Premises**:
 - i) are closed for any period not required by law
 - ii) are not maintained in a sanitary condition or satisfactory state of repair
 - c) any direction or requirement of the licensing or other authority shall not be complied with
 - d) the forfeiture of or refusal to renew the licence is occasioned wholly or partly by or through **Your** misconduct, connivance, neglect or omission or by **Your** failure to take any steps necessary for keeping the licence in force

Special conditions

1. **You** shall as soon as practicable advise **Us** in writing and supply such additional information and give such assistance as **We** may reasonably require on becoming aware of any:
 - a) change in tenancy or management of the **Premises**
 - b) transfer or proposed transfer of the licence
 - c) complaint about the **Premises** or the conduct or control of the **Business**
 - d) proceedings against or the conviction of **You** or the licence holder of the **Premises** for any breach of the licensing laws or other matters whereby the character or reputation of the person concerned is affected or called into question with respect to his/her honesty, moral standing or sobriety
 - e) alteration in the purpose for which the **Premises** are used
 - f) objection to the application for the renewal of the licence or any circumstances which may endanger the renewal of the licence
2. In the event of the licence being forfeited or the renewal being refused **You** shall:
 - a) give notice to **Us** within 24 (twenty-four) hours of becoming aware of such event stating the grounds upon which the licence was forfeited or renewal refused

- b) apply if practicable and if required by **Us** for the grant of a new licence for the same or alternative **Premises** as may enable **You** to continue the **Business** in a similar or alternative form
- c) give all such assistance as **We** may require for the purpose of an appeal against such forfeiture or refusal to renew

Section C: Money (A) and Bodily Injury (Robbery) (B)

Your **Schedule** will show **You** if this cover applies

Definitions applicable to Section C: Money and Bodily Injury (Robbery)

Bodily Injury

Physical or mental injury that is accidental from the perspective of the **Excess** but not including sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

Intruder Alarm System

Any **Intruder Alarm System** at the **Premises** including all lines and equipment used to transmit the signals to and from the **Premises**

Key Holder(s)

Any person or key holding company authorised by **You** who is available at all times when the **Intruder Alarm System** is set to accept notification of faults or alarm signals or messages relating to the **Intruder Alarm System**

Working Hours

The period during which the **Business Premises** are actually occupied for **Business** purposes and during which **You** or those of **Your Employees** who are entrusted with **Money** are in the **Business Premises** or on **Your** contract sites

Section C: Money (A)

What is covered

Coverage under this **Section** is divided into two types:

Type A is in respect of all **Money** other than that described in Type B below

Type B is in respect of crossed cheques (including crossed Giro cheques and drafts but excluding pre-signed blank cheques), crossed bankers' drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings Certificates, Premium Bonds, credit card company sales vouchers and VAT purchase invoices

We will cover **You** up to the **Limit of Indemnity** for any **Damage** to the **Money** and property described in Items 1 to 5 below belonging to **You** or for which **You** are responsible and pertaining to the **Business** occurring during the **Period of Insurance** provided that:

- i) as regards Item 3 the **Damage** is due to robbery or attempted robbery
- ii) as regards Item 5 the **Damage** is due to theft or attempted theft
- iii) **Our** liability in respect of any one **Occurrence** or number of **Occurrences** arising directly or indirectly from any one source or original cause shall not exceed the relevant following **Limit of Indemnity**

1. Money of Type A

- a) in the **Business Premises** during **Working Hours** or in transit or in a bank night safe and thereafter within bank **Premises** until at the bank's risk or any of **Your** contract sites during Working business – **Our Limit of Indemnity** any one loss **Occurrence** is the **Sum Insured** as shown in the **Schedule** shown against **Money** on **Premises** during opening hours or in transit
- b) In the **Business Premises** out of **Working Hours**

- i) In specified locked safes or strong rooms as per details lodged with **Us** – **our Limit of Indemnity** any one loss **Occurrence** as shown in the **Schedule** shown against **Money** in specified safes/strong rooms
 - ii) In all other locked safes or strong rooms **Our Limit of Indemnity** any one loss occurrence is the **Sum Insured** as shown in the **Schedule** against **Money** in unspecified safes/strong rooms
 - iii) Not in a locked safe or strong room **Our Limit of Indemnity** any one loss **Occurrence** is £250 (two hundred and fifty pounds)
 - c) In **Your** residence or that of any of **Your** directors, partners or **Employees**
 - i) while in a locked safe or while an adult is in the residence **Our Limit of Indemnity** any one loss occurrence is £500 (five hundred pounds)
 - ii) otherwise **Our Limit of Indemnity** any one loss **Occurrence** is £250 (two hundred and fifty pounds)
2. **Money of Type B**
Our Limit of Indemnity any one loss **Occurrence** is £250,000 (two hundred and fifty thousand pounds)
3. Clothing and personal effects, not exceeding £25 (twenty-five pounds) per person in personal **Money**, belonging to **You** or any of **Your** directors, partners or **Employees** while engaged in the **Business** **Our Limit of Indemnity** any one loss **Occurrence** is £250 (two hundred and fifty pounds per person)
4. Stamped or impressed National Insurance Cards **Our Limit of Indemnity** any one loss occurrence is unlimited
5. Any postal franking machine, safe, strong room or any container or waistcoat used for the carriage of **Money** belonging to **You** or for which **You** are responsible **Our Limit of Indemnity** any one loss **Occurrence** is unlimited

What is not covered

We shall not be liable for:

- a) **Damage** by theft by any director, partner or **Employee** of **Yours** not discovered within 7 (seven) working days of the theft
- b) shortage due to error or omission
- c) **Damage** from an unattended vehicle
- d) **Damage** due to the use of counterfeit **Money**
- e) **Damage** arising from riot or civil commotion in Northern Ireland
- f) **Damage** not within the **United Kingdom**
- g) the **Excess** as shown in the **Schedule**

Special conditions:

You shall ensure that:

- a) In respect of any **Intruder Alarm System** installed at the **Premises**:
 - 1. the **Intruder Alarm System** is maintained in full and effective working order under a contract to provide both corrective and preventative maintenance with the installer or such other contractor agreed by **Us** in writing
 - 2. the **Business Premises** are not left unattended:

- A) unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any Alarm Receiving Centre to which the **Intruder Alarm System** is connected has acknowledged the setting signal
- B) if police response to alarm calls has been withdrawn without **Our** written agreement
- 3. Where the **Intruder Alarm System** is required or approved by **Us** as a condition of cover it is installed in accordance with a specification agreed in writing by **Us**
- 4. No alteration to or substitution of:
 - A) any part of the **Intruder Alarm System**
 - B) the procedures agreed by **You** with the police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System**
 - C) the maintenance contract, shall be made without **Our** written agreement
- 5. No structural alteration of or changes in layout to the **Premises** that could affect operation of the **Intruder Alarm System** shall be made without **Our** written agreement
- 6. **You** shall maintain secrecy of codes for operation of the **Intruder Alarm System** and shall not leave details of such codes at the **Business Premises** when the **Business Premises** are unattended
- 7. **You** shall appoint at least 2 (two) **Key Holders** and shall record details of the **Key Holders** with the police and any Alarm Receiving Centre to which the **Intruder Alarm System** signals
- 8. Any change of **Key Holder** details shall be notified as soon as practicable to the police and any Alarm Receiving Centre to which the **Intruder Alarm System** signals
- 9. In the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the system is set a **Key Holder** shall attend and allow access to the **Business Premises** as soon as practicable
- 10. In the event that **You** receive any notification:
 - A) from the police, alarm installer/maintenance contractor or Alarm Receiving Centre that response to alarm signals or line interruptions from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
 - B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance; or
 - C) that the **Intruder Alarm System** cannot be returned to or maintained in full working order

You shall advise **Us** as soon as possible and in any event not later than 10.00am (ten o'clock in the morning) on **Our** next working day and comply with any subsequent requirements stipulated by **Us**
- 11. whenever the **Business Premises** are left unattended:
 - A) all locks, bolts and other protective devices are in full and effective operation; and
 - B) all keys (including those relating to any part of the **Intruder Alarm System**) are removed from the **Business Premises**

Money in Transit

You will arrange for **Money** in transit to be accompanied as follows:

- Up to £3,000 (three thousand pounds) must be accompanied by at least 2 (two) responsible adults
- Between £3,000 (three thousand pounds) and £5,000 (five thousand pounds) must be accompanied by at least 3 (three) responsible adults
- Between £5,000 (five thousand pounds) and £7,500 (seven thousand five hundred pounds) must be accompanied by at least 4 (four) responsible adults
- Between £7,500 (seven thousand five hundred pounds) and £10,000 (ten thousand pounds) must be carried by a professional cash carrying company

Physical Security Standard

You shall have implemented the following security measures at the **Premises** within 8 (eight) weeks of commencement of cover under this Section. The following devices are put into full and effective operation outside of **Working Hours** and whenever the **Premises** are unattended unless otherwise agreed by **Us** in writing

Doors

In respect of all external **Doors** (including wicket gates) and internal **Doors** leading to other **Premises** or part of **Premises** not occupied by **You**

Timber and Steel Doors

To be secured by either:

- 1) a mortice deadlock conforming to BS3621 together with a compatible boxed striking plate
- 2) a close shackle padlock with minimum shackle thickness of 10 (ten) millimetres together with the manufacturer's corresponding locking bar or (for **Doors** other than final exit)
- 3) 2 (two) key operated security bolts for **Doors**, one fitted approximately 300 (three hundred) millimetres from the top of the door and the other approximately 300 (three hundred) millimetres from the bottom

Aluminum and UPVC Doors

To be secured by a cylinder operated mortice deadlock or deadlocking multi-point locking system

Roller Shutter Doors

To be secured by either:

- 1) 2 (two) cylinder operated shutter locks with one lock fitted at each end of the shutter; or
- 2) close shackle padlock with minimum shackle thickness of 10 (ten) millimetres together with the manufacturer's corresponding locking bar

Horizontal Sliding Or Folding Doors

To be secured by either:

- 1) a hook bolt mortice deadlock; or
- 2) a close shackle padlock with minimum shackle thickness of 10 (ten) millimetres together with the manufacturer's corresponding locking bar

Double Leaf Doors

The final closing leaf to be secured by the appropriate locks as detailed above, the first closing leaf to be secured by flush bolts or key operated security bolts top and bottom throwing into the framework and sill

Outward Opening Doors

Applicable to timber and steel doors only:

In addition to the appropriate locks and bolts detailed above each outward opening **Door** to be fitted with hinge bolts top and bottom

The above requirements do not apply to any **Door** officially designated as a fire exit by the fire authority

Windows

Each ground floor and basement opening window or skylight and other window or skylight accessible from decks, roofs, balconies, canopies, fire escapes or downpipes to be secured by a key operated lock fitted independently of the existing fastener unless the lock forms part of the original fastener design

This requirement does not apply to any window or skylight which is either:

- 1) protected by securely fitted solid steel bars, grilles, lockable gates, expanded metal or weldmesh; or
- 2) officially designated as a fire exit by the fire authority

Section C: Bodily Injury (Robbery) (B)

Definitions applicable to Section C: Bodily Injury (Robbery) (B)

Benefits shall mean:

- a) Benefit 1 – Death and Disablement
The maximum payable under this **Benefit**: £5,000 (five thousand pounds)
- b) Benefit 2 - Loss of one or more Limbs or Eyes
The maximum amount payable under this **Benefit**: £5,000 (five thousand pounds)
- c) Benefit 3 - Permanent Total Disablement other than by **Loss of Limb** or **Eye** from gainful employment of any and every kind which the **Insured Person** was previously capable of
The maximum amount payable under this **Benefit**: £5,000 (five thousand pounds)
- d) Benefit 4 -Temporary Total Disablement from usual occupation of the **Insured Person**
£50 (fifty pounds) per week for a maximum of 104 (one hundred and four) weeks in all and not necessarily consecutive
- e) Benefit 5 - Medical Expenses necessarily incurred in the treatment of the **Insured Person**
Reimbursement up to 15% (fifteen percent) of the amount payable under Benefit 4

Loss of Eye shall mean

Permanent and total loss of sight which will be considered as having occurred:

- a) in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 (three sixtieths) or less on the Snellen scale (meaning seeing at 3 (three) feet what the **Insured Person** should see at 60 (sixty) feet)

Loss of Limb shall mean

- a) in the case of a leg: loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg
- b) in the case of an arm: loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent total loss of use of a complete arm or hand

Medical Expenses

The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home and ambulance charges

What is covered

In the event of **You** or any director, partner or **Employee of Yours** (hereinafter called the **Insured Person**) sustaining **Bodily Injury** during the **Period of Insurance** which:

- a) is sustained solely and directly as a result of robbery or attempted robbery while such **Insured Person** is engaged in the **Business**; and
- b) within 2 (two) years is the sole cause of Death, Disablement or incurring **Medical Expenses** for which the **Benefit** is claimed

We will pay the appropriate **Benefit** to **You** on behalf of the **Insured Person**

What is not covered

We will not pay the **Benefit** if:

- a) **Bodily Injury** is sustained by any person before such person attains the age of 16 (sixteen) years or after the expiry of the **Period of Insurance** during which such person attains the age of 65 (sixty-five) years
- b) **Bodily Injury**, Death, Disablement or **Medical Expenses** is the result of or is contributed to by the **Insured Person** having a physical or mental disorder of any sort which was known either to **You** or the **Insured Person** when this **Policy** was issued or at renewal however this exception shall not apply if the disorder has been notified to **Us** and accepted by **Us** in writing

Special condition applicable to Section C: Bodily Injury (Robbery) (B)

Benefits

- a) **Benefit** shall not be payable for any one **Insured Person** under more than one of the **Benefits 1 to 3** in connection with the same **Occurrence of Bodily Injury**
- b) Any event giving rise to a claim under any of **Benefits 1 to 3** of this **Section** shall thereafter cease to apply to that **Insured Person**
- c) Total Disablement shall have lasted for 52 (fifty-two) weeks and have been proved to **Our** satisfaction to be permanent and without expectation of recovery before **Benefit 3** becomes payable
- d) The amount payable per week under **Benefit 4** shall not exceed the **Insured Person's** pre-injury weekly earnings from the **Business**
- e) No sum payable shall carry interest
- f) No **Benefit** shall be payable due solely to inability to take part in sports or pastimes

Section D: Specified All Risks

Your **Schedule** will show **You** if this cover applies

What is covered

We will cover **You** against loss of or **Damage** to the property described in the **Schedule** by any accident or misfortune occurring anywhere in the **United Kingdom** and for up to 30 (thirty) consecutive days elsewhere in the world

Conditions applicable to Section D: Specified All Risks

Automatic Reinstatement of Sums Insured

In the event of a loss, the **Sum Insured** shall not be reduced by the amount of such loss provided that:

- **You** pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the **Period of Insurance**
- If the loss results from theft, **You** give effect to any additional protective devices that **We** may require for further security of the **Premises**

Conditions of Average

If at the time of any loss or **Damage** the value of the property insured under any item is greater than its **Sum Insured**, **You** will be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly

Inflation Protection Clause

We will adjust the **Sum Insured** in line with suitable indices of costs and the renewal premium for this **Section** will be based on the adjusted **Sum Insured**

Limit of Indemnity

Subject to the provisions of automatic reinstatement of **Sum Insured**, the maximum amount payable during any **Period of Insurance** under any item is the **Sum Insured** shown in the **Schedule** for the Specified Items All Risks Section, adjusted in accordance with the inflation protection clause

Reinstatement

Claims will be settled on the basis of the cost of repair or current replacement value without deduction for wear and tear, provided that all the necessary repairs or replacements are carried out as soon as practicable

What is not covered

We will not pay for:

- a) loss or **Damage** by theft or any attempted theft not involving entry to or exit from the **Premises** by forcible and violent means
- b) loss or **Damage** arising from wear and tear or from any process of cleaning, dyeing, restoring, adjusting or repairing
- c) loss or **Damage** arising from or attributable to the action of Light or atmosphere, moths, parasites, vermin, corrosion, dampness, mould, marring, scratching, bruising or deterioration
- d) loss or **Damage** (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment, maintenance or repair
- e) loss or **Damage** to **Money**, jewellery, precious stones, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sport equipment, contact or corneal lenses; or
- f) loss or **Damage** by theft from an unattended motor vehicle unless such vehicle has been securely locked at all points of access

- g) loss or Damage to any property otherwise insured
- h) erasure or distortion of information on computer systems or their records
- i) loss by official confiscation or detention

Section E: Goods in Transit

Your Schedule will show **You** if this cover applies

Definitions applicable to Section E: Goods in Transit

High Risk Property

Tobacco, cigarettes and cigars, spirits, watches, jewellery, precious or semi-precious stones, articles of gold or silver or other precious metals, computer and data processing equipment and accessories, prescription drugs, audio, TV and video equipment, non-ferrous metals, photographic equipment, sports goods, oriental carpets, clothing, furs and leather goods, works of art or curios and mobile phone vouchers

In Transit

Method of Conveyance A (Transited by You)

whilst the **Property** is being loaded upon, carried by, temporarily housed upon or being unloaded from the vehicle including the use of recognised 'roll-on roll-off' vehicle ferries provided no unloading or reloading of the vehicle is involved and concluding when the **Property** has either been placed at the premises or receipt acknowledged by the consignee. This shall include a period of temporary garaging not exceeding 30 (thirty) days during the journey

Method of Conveyance B (Transited by Third Party Carriers)

whilst the **Property** is in the custody or control of the carrier until delivered to the consignee's premises and receipt acknowledged or in the case of return transit placed at **Your** premises. This shall include a period of temporary garaging not exceeding 30 (thirty) days during the journey

Method of Conveyance

Method of Conveyance A

carried on vehicles owned by or operated by **You**

Method of Conveyance B

transported by a carrier other than **You** by means of road, rail or inland air freight

Property

Merchandise and goods (including Tools) used in connection with the business which belong to **You** or for which **You** are responsible for

What is covered

In the event of **Damage** by any cause to **Property** while:

1. being loaded upon, carried by or unloaded from any vehicle owned or operated by **You** or by a third party carrier anywhere in the **United Kingdom**
2. at exhibitions which do not exceed 7 (seven) days duration

We will by payment or at **Our** option by repair, reinstatement or replacement, cover **You** in respect of such **Damage** provided that **Our** liability in respect of any claim arising out of any one event shall not exceed the limit per vehicle or consignment stated in the **Schedule**

Our liability for **High Risk Property** in respect of damage caused by theft or attempted theft shall not exceed the Inner Limit stated in the **Schedule**

Except as provided for in a), b) and c) below and in respect of **Property** at exhibition premises **Our** liability shall not exceed £5,000 (five thousand pounds) in any one **Period of Insurance**. In addition, **We** will cover **You** in respect of:

- a) additional costs reasonably incurred in:
 - i) transshipping **Property** to another vehicle delivering it to the original destination or returning it to the place of dispatch following damage to the **Property** or an accident to the conveying vehicle
 - ii) removal of debris following damage to the **Property** or an accident to the conveying vehicle
 - iii) reloading on to any vehicle any **Property** if it falls from such vehicle

Our Limit of Indemnity in respect of all claims arising out of any one event is £2,500 (two thousand five hundred pounds)

- b) **Damage** to sheets, ropes, packing materials, dunnage, securing chains and toggles owned by **You** or in **Your** charge or control while carried on any such vehicle. **Our Limit of Indemnity** in respect of all claims arising out of any one event is £2,500 (two thousand five hundred pounds)
- c) **Damage** to the personal effects belonging to the driver or attendant while carried by any such vehicle in the course of the employment of the driver or attendant with **Our Limit of Indemnity** in respect of all claims arising out of any one event for any one person is £2,500 (two thousand five hundred pounds)

Conditions applicable to Section E: Goods in Transit

Minimum Security

Method of Conveyance A

You must make sure that whenever the loaded vehicle is left unattended all security locks alarms and other security devices are maintained in an efficient working condition all doors are locked ignition keys removed from the vehicle windows and other openings closed and securely fastened and all intruder alarm installations immobilisers and other security devices are made operative

Motor Vehicles

- a) all motor vehicles **You** own or in **Your** custody or control must be maintained and kept in a good state of repair and in efficient roadworthy condition
- b) **You** must comply with **Our** requests for installation of any further protections to any vehicle if specified

Stillage

All **Property** (Excluding Tools) must be kept at least 6" off the floor unless stored in a metal or wooden storage container

Third Party Carryings

Method of Conveyance B

You must obtain a receipt from the third party carrier for all the property sent and produce it if requested by **Us** in the event of any claim

What is not covered

We will not be liable in respect of:

1. loss of market, delay or any consequential loss
2. loss resulting from dishonesty or insolvency of persons to whom goods are entrusted
3. loss of sheets, ropes, packing materials, dunnage, securing chains and toggles as a result of disappearance or shortage if such loss is only revealed when an inventory is made unless such loss is the result of an incident recorded by **You**
4. **Property** warehoused at a rented location or under contract for storage and distribution
5. **Money** and securities
6. personal effects partly or wholly of **High Risk Property** of any description belonging to vehicle drivers or attendants
7. **Property** carried by or dispatched by **You** for hire or reward
8. **Damage to Property** arising as a result of absence of packing or packing which was inadequate to withstand normal handling during transit
9. **Damage to Property**
 - a) due to insufficient labelling or incorrect addressing
 - b) in any vehicle which is being used outside the normal course of the **Business** for social domestic or pleasure purposes
 - c) in open or soft-topped vehicles owned or operated by **You** caused:
 - i) by atmospheric or climatic conditions unless the **Property** is protected by vehicle sheet
 - ii) by theft unless the vehicle is individually attended or taken at the same time
 - iii) malicious persons in respect of an unattended vehicle or trailer
 - d) left in any vehicle between 1800 (eighteen hundred) hours and 0800 (zero eight hundred) hours) unless such vehicle is contained in a securely locked building or guarded security park
 - e) by theft from any unattended vehicle unless all doors, windows or other points of access have been closed and locked all security devices have been set and all keys removed or the vehicle is stolen at the same time with all security put into effect
10. breakdown of refrigeration and/or insufficient insulation unless caused by or directly traceable to fire lightning or collision or overturning of the conveying vehicle
11. mechanical and/or electrical derangement or breakdown
12. explosives or other dangerous goods (the term 'dangerous goods' means goods specified in the special classification of dangerous goods issued by the railway authorities or otherwise not accepted for rail transport on the grounds of their dangerous or hazardous nature)

Section F: Property Owners' Liability

Your Schedule will show **You** if this cover applies

What is covered

This **Policy** shall cover all sums for which **You** shall become legally liable to pay for accidental bodily injury or illness to persons who at the time of such accident or illness were not in **Your** employ or engaged in **Your** services and accidental **Damage** to property not belonging to or held in trust by **You** or persons employed by **You**, all happening during the period specified in the **Schedule** following:

- defects in the building including television and radio aerial masts and their fittings
- defective sanitary arrangements or **Subsidence**
- repairs or alterations to the **Buildings**

Our maximum liability under this **Section** for any one event shall be limited to £5,000,000 (five million pounds) but **We** will, in addition, pay all law costs with **Our** written consent

What is not covered

This indemnity does not apply to nor include liability arising under any contract entered into by **You** unless such liability would have attached to **You** even in the absence of such agreement:

- from lifts, elevators or hoists
- from boilers or pressured plants other than domestic heating boilers