

# ExtraCover Policy for Cricket Clubs



Exclusively arranged by Marshall Wooldridge Ltd

**marshall wooldridge**

insurance brokers and independent financial advisers

Underwritten by

**Allianz** 



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## Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly.

Should you need further details or have any questions your insurance advisor Marshall Wooldridge will be delighted to help.

### Important

**This document provides details of your Policy and the terms and conditions that apply.**

**Please read it carefully.**

Your ExtraCover **Policy** is made up of several parts which must be read together as they form your contract. Please take time to read all parts of the **Policy** to make sure they meet your needs and that you understand the terms, exclusions and conditions. If there is anything you do not understand, please let Marshall Wooldridge know; - they will be pleased to help.

The parts of the **Policy** are:

The ExtraCover Insurance Application

This Introduction; the Insuring Clause; the **Policy** Definitions; the **Policy** Conditions and **Policy** Exclusions, all of which apply to all **Sections** of the **Policy**

The **Sections** of cover selected by you, including the **Section** Conditions and Special Conditions which apply to the **Section**

The **Schedule**, which confirms the **Sections** of cover that are insured and which includes any additional clauses applied to the **Policy** while the **Policy** is in force

The security requirements.

Cover is only operative if stated in the **Schedule**

Any word or expression in the **Policy** which has a specific meaning has the same meaning wherever it appears in the **Policy**.

We strive to provide a first-class service. However, if you are in any way dissatisfied about the sale of the policy please contact

**Marshall Wooldridge Ltd**  
**14-16 Ivegate**  
**Yeadon**  
**Leeds**  
**LS19 7RE**

or

**Allianz Insurance Plc**  
**57 Ladymead**  
**Guildford**  
**GU1 1DB**

# Insuring Clause

The ExtraCover Insurance Application and any information supplied by or on behalf of the **Insured** forms the basis of this contract between the **Insured** and the **Insurer**.

In consideration of payment of the premium the **Insurer** will indemnify or otherwise compensate the **Insured** against loss, destruction, damage, **Injury** or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of it) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which the **Insurer** agrees to accept a renewal premium

For Allianz Insurance plc

A handwritten signature in blue ink that reads "Andrew Torrance". The signature is written in a cursive style and is underlined with a single horizontal line.

Andrew Torrance

Chief Executive

# Policy Definitions

The following definitions apply to this **Policy** (unless amended by **Section** Definitions) and are denoted by **bold type** throughout this **Policy**.

## Building(s)

**Buildings** belonging to the **Insured** or for which they are responsible at the Premises, including

- tenants' improvements, landlord's fixtures and fittings, walls, gates and fences and in so far as they are not otherwise insured and for which the **Insured** is responsible
- fixed glass and sanitaryware
- small outside buildings, annexes, gangways, conveniences and other small structures
- extensions communicating with the buildings
- roads, car parks, yards, paved areas, pavements and footpaths
- security cameras and lights, external lighting, floodlighting and lighting standards
- fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories extending to the public mains

## Business

The Business Description stated in the **Schedule**

## Damage/Damaged

Accidental loss or destruction of or damage to Property Insured.

## Endorsement

Any variation or addition to the terms of this **Policy**.

## Excess

The first part of each and every claim, for which the **Insured** is responsible

## General Contents

Machinery, plant, all other contents and **Stock** belonging to the **Insured** or held by the **Insured** in trust and for which the **Insured** are responsible (other than **Ground Machinery**, landlord's fixtures and fittings and other **Property** specifically described in the **Schedule**) whilst in or on the **Buildings**, including

- tenants' improvements, alterations and decorations
- fixed glass and sanitaryware
- contents in the open yards
- deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
- computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding £10,000 in total
- patterns, models, moulds, plans or designs and in so far as they are not otherwise insured
- **Employees', Members'** and visitors' personal effects of every description (other than motor **vehicles**), for an amount not exceeding £500 for any one person.
- Wines, spirits, cigarettes and tobacco for no more than 10% of the **Sum Insured** for **General Contents** or £3,000 in total, whichever is the less

## Goods

Goods belonging to the **Insured** or held by the **Insured** in trust and for which the **Insured** are responsible

## Ground Machinery

Agricultural, Horticultural and Gardening Equipment belonging to the **Insured** or held by the **Insured** in trust and for which the **Insured** are responsible used by the **Insured** for maintenance of the cricket square(s), cricket field(s) gardens and landscaped grounds

**Insured**

Officers and **Members** of the cricket club named and shown in the **Schedule**

**Insurer**

Allianz Insurance plc

**Member**

Any official, trustee, committee member, individual member or volunteer of the **Insured** Club

**Money**

Cash, bank and currency notes, telephone cards, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps, Holiday with Pay stamps, National Savings stamps, National Savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the **Insured** or for which the **Insured** are responsible.

**Period of Insurance**

The period from the Effective Date to the Renewal Date as shown in the **Schedule**

**Policy**

The document described in the Introduction

**Premises**

The address stated in the **Schedule**

**Property/Property Insured**

**Buildings, General Contents, Stock, Ground Machinery** and other items shown and/or described in the **Schedule**

The **Insurer** agrees to accept the heading under which any **Property** or other item has been entered in the books of the **Insured**.

**Schedule**

The part of this **Policy** that details proposal and other information forming the basis of this contract and that shows the **Sections** of this **Policy** selected

**Section/Sections/Additional Covers**

The parts of this **Policy** that detail the insurance cover provided by this **Policy**

**Stock**

All **Stock** and materials in trade belonging to the **Insured** or held by the **Insured** in trust and for which the **Insured** are responsible, whilst in the **Buildings** or in the open yards

**Sum Insured**

The maximum amount the **Insurer** will pay for each item insured under any **Section**

**Terrorism**

An act of **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) 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

**Total Sum Insured**

The total amount payable by the **Insurer** under any **Section**

**Transit**

Carrying **Goods** in connection with the **Business** by any means of transit including loading and unloading **Goods**

**Vehicle**

Any **vehicle** owned or operated by any authorised **Member** or **Employee** of the **Insured**

# Policy Conditions

Applicable to the Policy unless stated to the contrary under the conditions in the Sections

## 1 Policy Voidable

This **Policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

## 2 Reasonable Precautions

The **Insured** shall take all reasonable precautions to prevent accidents and any **Injury**, or **Damage** and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements

## 3 Claims – Action by the Insured

The **Insured** shall in the event of any **Injury**, **Damage** or consequential loss as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by the **Insured** in writing of any notice of any claim or legal proceeding,

- a notify the **Insurer** as soon as reasonably possible
- b notify the **Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any **Injury**, **Damage** or consequential loss which may form the subject of a claim under this **Policy**
- c notify the police as soon as it becomes evident that any **Damage** has been caused by theft or malicious persons
- d pass immediately, and unacknowledged, any letter of claim to the **Insurer**
- e carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage** or consequential loss
- f retain unaltered and un-repaired anything in any way connected with the **Injury**, **Damage** or consequential loss for as long as the **Insurer** may reasonably require
- g furnish with all reasonable despatch at the **Insured's** expense such further particulars and information as the **Insurer** may reasonably require
- h make available at the **Insured's** expense any documents required by the **Insurer** with regard to any letter of claim
- i not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the **Insurer**
- j allow the **Insurer** in the name of and on behalf of the **Insured** to take over and, during such periods as the **Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with the **Insurer** for that purpose.
- k The **Insured Person** must at the **Insurer's** request provide a medical examination report in respect of any Accidental Bodily **Injury** where the **Insured** requires the **Insurer** to consider a claim under this **Policy** for which the **Insurer** will pay the cost of the medical examination fee.
- l The **Insured** must ensure that as soon as possible after the occurrence of any Accidental Bodily **Injury** the **Insured Person** obtains and follows the advice of a registered medical practitioner. The **Insurer** will not be liable for any bodily **Injury** or medical condition which is worsened or prolonged or any other consequence which arises as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatments and remedies or appliances as may be prescribed.
- m In the event of the **Death** of an **Insured Person** the **Insurer** will be entitled to have a post-mortem examination carried out at its expense.

No claim under this **Policy** shall be payable unless the terms of this **Policy** Condition have been complied with and any payment on account of a claim already made shall be repaid to the **Insurer**.

## 4 Claims – The Rights of the Insurer

In respect of **Damage** for which a claim is made, the **Insurer** and any person authorised by the **Insurer** may without incurring any liability or diminishing any of the **Insurer's** rights in respect of the cover under this **Policy**, enter, take or keep possession of the Premises where such **Damage** has occurred, and take possession of or require to be delivered to the **Insurer** any **Property Insured** and to deal with such **Property** for all reasonable purposes and in any reasonable manner.

No **Property** may be abandoned to the **Insurer**, whether taken possession of by the **Insurer** or not.

The **Insurer** will not pay for any claim unless the terms of this **Policy** Condition have been complied with.

## 5 Cancellation

### The Rights of the Insured

The **Insured** has the right to cancel the cover within a period which begins fourteen (14) days from the commencement of cover or the receipt of **Policy** documentation, whichever is the later (this period is referred to as the "cooling off period"). The **Insured** should exercise this right by contacting Marshall Wooldridge Ltd, 14-16 Ivegata, Yeadon, Leeds, LS19 7RE or Allianz Insurance, 1 Wellington Place, Tower Square, Wellington Street, Leeds, LS1 4AJ.

Alternatively the **Insured** can write to Allianz's registered office, the address of which is found on the back of the **Policy** wording.

If the **Insured** does exercise their right to cancel during the "cooling off period", they will be entitled to a return of premium. Any return of premium will be calculated on a proportionate basis, less £25 to cover operational costs. If the **Insured** does not exercise their right to cancel during the "cooling off period", the **Policy** premium becomes due, they may not be entitled to a refund of premium and the **Policy** may run for its full term.

If the "cooling off period" has expired, the **Insured** may cancel the **Policy** during the **Period of Insurance** by giving fourteen (14) days notice in writing to Marshall Wooldridge Ltd, 14-16 Ivegate, Yeadon, Leeds, LS19 7RE or Allianz Commercial, 1 Wellington Place, Tower Square, Wellington Street, Leeds, LS1 4AJ.

Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Period of Insurance** they will be entitled to a proportionate return of the premium paid, less £25 to cover operational costs.

In the event of cancellation the **Insured** must return to the **Insurer** the current Certificate(s) of Employers Liability Insurance.

### **The Rights of the Insurer**

The **Insurer** may cancel this **Policy** by giving the **Insured** thirty (30) days' notice in writing sent to their last known address. The **Insured** will be entitled to a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the premium for the **Policy** is paid by instalments, please refer to the instalment agreement for details of the cancellation procedure that will apply.

In the event of cancellation the **Insured** must return to the **Insurer** the current Certificate(s) of Employers Liability Insurance.

### **6 Fraud**

If a claim is fraudulent in any respect or if fraudulent means are used by the **Insured** or anyone acting on behalf of the **Insured** to obtain any **Benefit** under this **Policy**, or if any **Injury**, loss, destruction or **Damage** is caused by the wilful act or the connivance of The **Insured**, all **Benefit** under this **Policy** shall be forfeited.

### **7 Subrogation**

Any claimant under this **Policy** shall, at the **Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Insured**, before or after the **Insurer** makes any payment.

The **Insurer** agrees to waive any such rights to which the **Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the **Insured** or against any company which is a subsidiary of a parent company of which the **Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**.

### **8 Arbitration**

If any difference arises as to the amount to be paid under this **Policy** (liability being otherwise admitted by the **Insurer**), such difference shall be referred to an arbitrator to be appointed by the **Insured** and the **Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the **Insurer**.

### **9 Law Applicable**

Unless agreed otherwise by the **Insurer**

- a the language of the **Policy** and all communications relating to it will be English; and
- b all aspects of the **Policy** including negotiation and performance are subject to English law and the decisions of English courts.

### **10 Rights of Parties**

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

## 11 Non Invalidation

This **Policy** shall not be invalidated by

- a any act or omission or by any alteration unknown to or beyond the control of the **Insured** by which the risk of **Damage** is increased, provided that the **Insured** shall give notice to the **Insurer** (and pay an additional premium if required) immediately they become aware of such act, omission or alteration
- b workmen on the Premises carrying out repairs, general maintenance work or minor structural or other alterations.

## 12 Discharge of Liability (*Not applicable to Employers' Liability*)

The **Insurer** may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum limit of liability for any one **Period of Insurance** whichever is the less, together with the amount of any costs and expenses to the date of such payment.

## 13 Minimum Level of Security

### Protections

The **Insured** must

- a ensure that all security protections in force at the Premises at the inception of this **Policy** or subsequently as stipulated by or agreed by the **Insurer** shall be in full operation securing the Premises whenever the Premises are left unattended
- b remove all keys including duplicate keys relative to the security of the Premises from the locks

## 14 Change of Risk

This insurance shall cease to be in force if there is any alteration in the **Business** or at the Premises which increases the risk of **Injury** or **Damage**, unless such alteration is agreed in writing by the **Insurer**.

## 15 Other Insurances

If at the time of any **Damage** there is any other insurance covering such incidents, the **Insurer** will only pay their rateable proportion of such loss.

# Policy Exclusions

## Applicable unless stated to the contrary

This **Policy** does not cover

### 1 Territorial Limits

**Damage, Injury** or liability arising out of any occurrence outside Great Britain, the Channel Islands or the Isle of Man, except where stated to the contrary.

### 2 War (*Not applicable to Employers' Liability or Personal Accident*)

**Damage, Death, Injury**, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3 Radioactive Contamination

**Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a ionising radiations or **Contamination** by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other explosive nuclear assembly or nuclear component thereof
- c any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a. and b. do not apply to Employers' Liability other than in respect of

- i. the liability of any principal
- ii. liability assumed by the **Insured** under a contract or agreement which would not have attached in the absence of such contract or agreement

Exclusions c. and d. do not apply to Employers' Liability, Public and Products Liability or Personal Accident

### 4 Sonic Bangs

**Damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 5 Pollution or Contamination

**Damage** caused by or resulting from **Pollution or Contamination** except such **Damage** to the **Property Insured** or, if applicable, loss resulting from **Damage to Property** used by the **Insured** at the Premises for the purpose of the **Business** caused by

- a **Pollution or Contamination** which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, water apparatus or water pipes, sprinkler leakage or impact by any road **Vehicle** or animal, always provided that such event is insured by this **Policy**
- b any of the events listed in 6a above which itself results from **Pollution or Contamination**.

### 6 Changes In Water Table Level

**Damage** attributable solely to changes in the water table level.

### 7 E-Risks (*Not applicable to Employers Liability, Public and Products Liability or Personal Accident*)

- a **Damage** to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
  - I. Virus or Similar Mechanism (as defined below)
  - II. Hacking (as defined below)
  - III. malicious persons
  - IV. failure of external networks

unless, in respect of I, II and III above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion

- b any financial loss or expense of whatsoever nature, including but not limited to **Business Interruption**, resulting directly or indirectly from the type of **Damage** described in paragraph a of this Exclusion unless, in respect of a I, II or III above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion
- c **Damage** to any **Property** other than Computer Equipment where it arises directly or indirectly out of **Damage** to any Computer Equipment of the type described in paragraph a of this Exclusion unless, in respect of **Damage** to other **Property** arising from a I, II or III above, resulting from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion
- d **Damage** either to Computer Equipment or any other **Property** where it consists of or arises directly or indirectly out of:
  - I. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
  - II. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d i above
  - III. any misinterpretation, use or misuse of information on computer systems or other records, programs or software

unless, in respect of d ii and iii above, such **Damage** results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion

- e any financial loss or expense of whatsoever nature, including but not limited to **Business Interruption**, where it arises directly or indirectly from the type of **Damage** described in paragraphs c and d of this Exclusion
  - unless, in respect of c, d ii and iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.

For the purpose of this Exclusion:

**Computer Equipment** – means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the **Property** of the **Insured** or not, whether tangible or intangible and including without limitation any information, programs or software.

**Virus or Similar Mechanism** – means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to ‘Trojan Horses’, ‘Worms’ or ‘Logic Bombs’.

**Hacking** – means unauthorised access to any computer or computer equipment, component, system or item, whether the **Property** of the **Insured** or not, which processes, stores, transmits or retrieves data.

## 8 Computer Date Exclusion

**Damage** or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the **Property** of the **Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- a correctly to recognise any date as its true calendar date
- b to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

but the insurance will pay for any subsequent **Damage** which is not otherwise excluded and which itself results from Events 1 to 8 of **Section 1** Property Damage.

## 9 Excess

The amount of any **Excess** specified in the **Schedule**.

## 10 Terrorism (Not applicable to Employers Liability, Public and Products Liability or Personal Accident)

- a in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:
  - Damage** or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
    - I. any **Act of Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to such **Act of Terrorism**

II. any action taken in controlling, preventing or suppressing any **Act of Terrorism**, or in any other way related to such **Act of Terrorism**

In respect of a above an **Act of Terrorism (Terrorism)** means:-

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

b in respect of territories other than those stated in a above

loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

I. any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to such act of **Terrorism**

II. any action taken in controlling, preventing or suppressing any act of **Terrorism**, or in any way related to such act of **Terrorism**

In respect of b above an act of **Terrorism (Terrorism)** means:-

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

In any action suit or other proceedings where the **Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the **Insured**.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in force and effect.

# Section 1 – Property Damage

## Definitions

### Premises

The **Buildings** at the address or addresses shown in the **Schedule**, including their grounds, all within the boundaries for which the **Insured** are responsible and being, unless more specifically described in the **Schedule**, occupied solely by the **Insured** for the purpose of the **Business**.

### Specified Events

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

### Cover

**The Insurer will pay the Insured for Damage to Property Insured at the Premises shown in the Schedule excluding**

1. **Damage** caused by or consisting of
  - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table, its own faulty or defective design or materials
  - b. the bursting of any boiler (not being a boiler used for domestic purposes only), economiser, other vessel machine or apparatus belonging to the **Insured** or under the control of the **Insured** in which internal pressure is due to steam only
  - c. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but the **Insurer** will pay for subsequent **Damage** which itself results from a cause not otherwise excluded
  - d. faulty or defective workmanship by the **Insured** or any **Employee** of the **Insured**
  - e. operational error or omission by the **Insured** or any **Employee** of the **Insured** but the **Insurer** will pay for
    - i. such **Damage** not otherwise excluded which itself results from a Specified Event
    - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
  - f. acts of fraud or dishonesty by any officer, **Member** or **Employee** of the **Insured** but this shall not exclude such **Damage** not otherwise excluded which itself results from a Specified Event
2. **Damage** caused by or consisting of
  - a. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - b. change in temperature, colour, flavour, texture or finish
  - c. theft or attempted theft
    - i. which does not involve entry to or exit from a Building by forcible and violent means or hold-up by violence or threat of violence to the **Insured** or any **Member** or **Employee** of the **Insured** or members of their families or any other person who has a legal right to be on the Premises excluding **Damage**
    - ii. to **Property** in the open or in open sided or fronted **Buildings**
    - iii. expedited or in any way brought about by the **Insured** or any **Member** or **Employee** of the **Insured** or any other person who has a legal right to be on the Premisesor **Damage** consisting of
  - d. 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 connected to them
  - e. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or derangement originates but this shall not exclude
    - i. such **Damage** not otherwise excluded which itself results from a Specified Event or from any other accidental loss, destruction or damage
    - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
3. loss, destruction or damage caused by **Pollution or Contamination**, but the **Insurer** will pay for destruction or damage to the **Property Insured** not otherwise excluded, caused by
  - a. **Pollution or Contamination** which itself results from a Specified Event
  - b. any Specified Event which itself results from **Pollution or Contamination**
4. **Damage** caused by or consisting of
  - a. subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
  - b. normal settlement or bedding down of new structures
  - c. disappearance, unexplained or inventory shortage or the misfiling or misplacing of information

5. destruction or damage to any Building or structure caused by its own collapse or cracking, but the **Insurer** will pay for such destruction or damage resulting from a Specified Event in so far as it is not otherwise excluded
6. **Damage** in respect of fences, gates and moveable **Property** in the open caused by wind, rain, hail, sleet, snow or dust
7. **Damage** to any **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
8. **Damage** in respect of
  - a. jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
  - b. **Property in Transit**
  - c. glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
  - d. Money, bonds or securities of any description
 but the **Insurer** will pay for such **Damage** caused by a Specified Event in so far as it is not excluded.
9. **Damage** in respect of
  - a. **vehicles** licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - b. **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** or structures
  - c. land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - d. livestock, growing crops or trees
 but the **Insurer** will pay for such **Property** specifically described in the **Schedule**
10. **Damage** caused by electrical or magnetic disturbance or erasure of electronic recordings of virus infected software
11. **Property** which at the time of the happening of **Damage** is insured by or would but for the existence of this **Section** be insured by any marine **Policy** or policies, but the **Insurer** will pay for any **Excess** beyond the amount which would have been payable under such marine **Policy** or policies had this **Section** not been effected.
12. any **Property** more specifically insured by or on behalf of the **Insured**.
13. **Damage** to paintings, prints and works of art with a value in excess of £10,000 any one item  
unless specifically described in the **Schedule**.
14. consequential loss or damage of any kind or description
15. the amount of any **Excess** Specified in the **Schedule**

## Basis of Settlement

- 1 The **Insurer** will pay the **Insured** the value of the **Property Insured** at the time of its **Damage**, or at the Insurer's option will reinstate or replace such **Property** or any part of such Property.
- 2 The **Insurer's** liability under each item is limited to the **Sum Insured**

## Automatic Reinstatement

In the absence of written notice by the **Insured** or the **Insurer**, in consideration of the **Sum Insured** not being reduced by the amount of any claim from the date of the Event, the **Insured** will pay the appropriate additional premium due for the period from the date of the Event to expiry of the **Period of Insurance**, but this shall not apply in respect of theft or attempted theft.

## Basis of Settlement Adjustments

In calculating the most the **Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

### Reinstatement

Subject to the following Special Conditions the basis upon which the amount payable in respect of **Property Insured** by Item No's 1, 2 and 3 (other than **Stock** and Materials in Trade) is to be calculated shall be the reinstatement of the **Property** lost destroyed or damaged.

For this purpose "reinstatement" means:

- A. the rebuilding or replacement of **Property** lost or destroyed which, provided Allianz's liability is not increased, may be carried out:

- i. in any manner suitable to the requirements of the **Insured**
  - ii. upon another site
- B. the repair or restoration of **Property** damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

### Special Conditions

1. Allianz's liability for the repair or restoration of **Property** damaged in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed.
2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the **Property** covered by any Item subject to this clause exceeds the **Sum Insured** for that Item at the time of any **Damage**, Allianz's liability shall not exceed the proportion of the amount of the **Damage** which the **Sum Insured** bears to the total cost of replacing the whole of such **Property** as calculated at the time of reinstatement.
3. No payment beyond the amount which would have been payable in the absence of this clause shall be made:
  - a. unless reinstatement commences and proceeds without unreasonable delay
  - b. until the cost of reinstatement shall have been actually incurred
  - c. if the **Property Insured** at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the **Insured** which is not upon the same basis of reinstatement.
4. All the terms and conditions of the **Policy** shall apply:
  - a. to any claim payable under the provisions of this clause except where they are expressly varied by its terms
  - b. where there is a claim to which the provisions of this clause do not apply.
5. This basis of settlement does not apply to motor **vehicles** or their accessories.

### 2. Contribution and Average

If at the time of **Damage** any other insurance has been effected by or on behalf of the **Insured** covering any of the **Property** damaged, the **Insurer's** liability under this **Section** shall be limited to the **Insurer's** rateable proportion of such **Damage**.

If such other insurance is subject to Average (Underinsurance), this **Section** if not already subject to Average shall be subject to Average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this **Section**, either in whole or in part, or from contributing rateably, the liability of the **Insurer** under this **Section** shall be limited to that proportion of the **Damage** which the **Sum Insured** for this **Section** bears to the value of the Property.

### 3. Public Authorities

Subject to the Public Authorities Special Conditions set out below, cover for **Buildings** and **General Contents** includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament, with bye-laws of any public authority or to comply with the stipulations of European Union legislation, in consequence of **Damage**, excluding

1. the cost incurred in complying with such regulations, bye-laws or stipulations
  - a. in respect of **Damage** occurring prior to the granting of this cover
  - b. in respect of **Damage** not insured by this **Section**
  - c. under which notice has been served upon the **Insured** before the date of the **Damage**
  - d. in respect of undamaged **Property** or undamaged portions of Property, other than foundations (unless specifically excluded) of that portion of the **Property Damaged**
2. the additional cost that would have been required to make good the **Property Damaged** to a condition equal to its condition when new, had the necessity to comply with such regulations, byelaws or stipulations not arisen
3. the amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the Property, by reason of compliance with any such regulations, bye-laws or stipulations.

### 4. Public Authorities Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve (12) months after the **Damage**, or within such further time as the **Insurer** may allow, and may be carried out upon

another site (if such regulations, byelaws or stipulations so necessitate), subject to there being no resulting increase in the liability of the **Insurer**.

2. If the liability of the **Insurer** is reduced by the application of any of the terms and conditions of this **Section** or the **Policy** (other than as a result of this clause), the liability of the **Insurer** under this clause will be reduced in proportion.
3. All the terms and conditions of this **Section** and the **Policy** shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

## 5. Services

Cover includes telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories, including similar property in adjoining yards or roadways or underground, all pertaining to **Buildings** or **General Contents** insured by this **Section**, being the property of the **Insured** or for which the **Insured** are responsible.

## 6. Alterations and Additions

To the extent that they are not otherwise insured, **Buildings** and **General Contents** items include

- a. alterations, additions and improvements (but not appreciation in value in excess of Sums Insured) to **Buildings**, machinery and plant
- b. any newly acquired or newly erected **Buildings**, machinery or plant within Great Britain, the Isle of Man or the Channel Islands, for no more than 10% of the **Sum Insured** for each item covered, or £250,000 in total, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that the **Insured** shall give details of such alterations and additions to the **Insurer** within ninety (90) days of the commencement date of the **Insured's** responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

## 7. Professional Fees

Sums insured and/or Declared Values for **Buildings** and **General Contents** include an amount in respect of architects', surveyors', legal and consulting engineers' fees, other than where an item covering such fees is specifically described in the **Schedule**.

Cover applies only to those fees necessarily and reasonably incurred in consequence of **Damage**, in the reinstatement or repair of **Property Insured**.

## 8. Removal of Debris Costs

Sums insured and/or Declared Values for **Buildings**, **General Contents** and **Stock** include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically described in the **Schedule**.

Cover applies only to those costs necessarily and reasonably incurred in consequence of **Damage**, in

- a. removing debris
- b. dismantling and demolishing
- c. shoring up or propping
- d. clearing, cleaning and/or repairing drains, gutters, sewers and the like for which the **Insured** are responsible.

The **Insurer** will not pay for any costs or expenses

- a. incurred in removing debris other than from the site of such **Property Damage** and the area immediately adjacent to such site
- b. arising from **Pollution or Contamination** of **Property** not insured by this **Section**.

## 9. Temporary Removal

**Property Insured** (other than **Stock**) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the Premises, including whilst in **Transit**, within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The **Insurer** will not pay for

- a. such **Property** more specifically insured
- b. **Damage** to **Vehicles** licensed for road use, in so far as they are insured by this **Section**, occurring elsewhere than at the Premises from which such **Vehicles** are removed
- c. more than 10% of the **Sum Insured** for each item covered, for **Damage** occurring elsewhere than at the Premises.

## 10. Temporary Removal – Documents

If deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the **Property Insured**, such items are covered whilst temporarily removed to any address elsewhere than at the Premises, including whilst in **Transit** within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The **Insurer** will not pay for

- a such items more specifically insured
- b more than 10% of the figure stated within the definition of contents for computer systems records
- c more than 10% of the total value of such items.

### 11. Contract Price

In respect only of **Goods** sold but not delivered, for which the **Insured** remain responsible under the terms of a contract of sale, where such contract of sale is cancelled following **Damage** by reason of its conditions, either wholly or to the extent of the **Damage**, cover will be based on the contract price.

For the purpose of this clause the value of all **Goods** to which this basis of settlement could apply in the event of **Damage** will also be ascertained on this basis.

### 12. Customers' Goods

If the **Insured** have represented to customers that they will accept responsibility for **Damage** to the **Goods** of customers or to **Goods** for which such customers may be legally responsible, the **Insurer** agrees that all such **Goods** in the Premises will be covered as **Stock** except in so far as they are more specifically insured.

### 13. Rent

Where an item covering rent is specifically described in the **Schedule**, cover applies only if a Building in respect of which rent is payable by or to the **Insured**, or any part of it, is unfit for occupation in consequence of **Damage**.

The **Insurer** will not pay for more than the proportion of the **Sum Insured** on rent that the period necessary for reinstatement bears to the term of rent covered.

### 14. Dismantling and Re-erection Costs

Cover includes the cost of dismantling, re-erection, fitting and fixing of **General Contents** following **Damage**.

### 15. Fixed Glass

Following **Damage** to fixed glass the **Insurer** will pay the cost of

- a any necessary temporary boarding-up of broken glass pending full replacement
- b replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on fixed glass
- c **Damage** to **General Contents** or **Stock** caused by broken fixed glass
- d **Damage** to framework caused by broken fixed glass
- e removing and re-fixing window fittings and other obstacles to replacing broken fixed glass.

The **Insurer** will not pay for

- a. **Damage** existing prior to inception of this **Section**
- b. The amount of the **Excess** stated in the **Schedule**

### 16. Fire Extinguishers and Sprinklers

The **Insurer** will pay the reasonable costs incurred by the **Insured** in re-filling fire extinguishers and replacing sprinkler heads, solely in consequence of **Damage** by Events 1–3.

### 17. Metered Water

Cover includes additional metered water charges incurred by the **Insured** up to an amount of £10,000 any one **Period of Insurance**, in consequence of **Damage**, but the **Insurer** will not pay for such charges incurred in respect of any Building which is Unoccupied.

The basis on which the amount payable is to be calculated will be the amount of the water charges for the period during which **Damage** occurs, less the charge paid by the **Insured** for the corresponding period in the preceding year, adjusted for changes in the water suppliers' charges and for variations affecting the water consumption of the **Insured** during the intervening period.

### 18. Exhibitions

**Property Insured** is covered whilst at any exhibition within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, including whilst in **Transit** to and from such exhibition.

The most the **Insurer** will pay in respect of any one exhibition is £10,000.

### 19.Trace and Access

In the event of **Damage** in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the **Insurer** will pay costs necessarily and reasonably incurred by the **Insured** in locating the source of such **Damage**, and in the subsequent making good of **Damage** caused as a consequence of locating such source, up to an amount of £10,000 any one **Period of Insurance**.

### 20.Seventy Two Hours Clause

**Damage** occurring within 72 consecutive hours of and arising from Event 7 (Storm, tempest or flood) is deemed to be one claim. The **Insured** have the right to select the moment from which the 72-hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

### 21.Interested Parties

The **Insurer** agrees

- a that without prejudice to rights and liabilities of the **Insured** or the **Insurer**, if at the time of **Damage** the **Insured** have contracted to sell their interest in any Building covered, and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase shall be entitled to **Benefit** under this **Section** until completion, except in so far as such Building is more specifically insured by or on behalf of the purchaser
- b to note the interest of any party notifying their interest in any of the **Property Insured** in writing, the nature and extent of such interest to be disclosed in the event of **Damage**.

### 22.Landscaped Grounds

Cover includes costs incurred by the **Insured** in consequence of **Damage** to **Property Insured** at the Premises, up to an amount of £10,000 any one **Period of Insurance**, in restoring landscape grounds to their original appearance when first laid out and planted, but the **Insurer** will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or become established.

### 23.Lock and Keys

The **Insurer** will pay the cost of replacing locks and keys necessary to keep the Premises secure if keys are stolen using force and violence up to an amount of £1,000 any one claim.

The **Insurer** will not pay for the amount of the **Excess** stated in the **Schedule**

### 24.Damage to the Premises

In the event that **Buildings** at the Premises are not covered by this **Section** of the **Policy**, the **Insurer** will pay costs for which the **Insured** are responsible, necessarily and reasonably incurred by the **Insured** to repair **Damage** to the Premises in consequence of theft or attempted theft (as insured by this **Section**).

The **Insurer** will also pay the cost of any temporary boarding-up or making good necessary to keep the Premises secure.

### 25.Ground Maintenance Equipment

Cover for **General Contents** and **Ground Machinery** extends to include Accidental **Damage** to Ground Maintenance Equipment anywhere within Great Britain, the Isle of Man and the Channel Islands.

### 26.Deterioration of Foodstuffs

Cover includes **Damage** to foodstuffs in refrigerated cabinets or freezers up to an amount of £750 any one claim caused by deterioration or putrefaction solely and directly due to:

- a. a rise or fall in temperature as a result of:
  - i. **Damage** to or a fault in the refrigerating machinery
  - ii. Failure of the supply of electricity at the terminal ends of the electricity supply undertakings' service feeders at the Premises
  - iii. Accidental failure of the electrical installation connecting the refrigerating machinery to the electricity supply undertakings' service feeders at the Premises
- b. The action of any refrigerant or refrigerant fumes which have escaped from the refrigerating machinery

The **Insurer** will not pay for:

#### 1. **Damage**

- a. Due to any of the **Specified Events** of the **Policy**
- b. Under A.ii. above due to:
  - i. Drought
  - ii. A deliberate act of the electricity supply not performed for the sole purpose of safeguarding life or protecting any part of the electricity supply undertakings' system
- c. Due to any wilful act or neglect by the **Insured**

- d. Due to faulty packaging or stowage, inherent defect or any form of normal trade loss
2. **Damage** to foodstuffs stored in refrigerated cabinets or freezers in excess of 10 years old
  3. The first £250 of each and every claim

## 27. Goods in Transit

Cover includes **Damage to Goods in Transit** by any Events 1-12 within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, including sea or air transits between these territories.

The most the **Insurer** will pay for any one claim or series of claims arising out of any one occurrence of **Damage** is £1,000

The **Insurer** will pay the **Insured** for the value of the **Goods in Transit** at the time of the **Damage**

The **Insurer** will not pay for:

1. **Damage** in respect of **Property** more specifically insured
2. **Damage** due to
  - a depreciation, deterioration or contamination unless caused by **Accident** to the conveying **Vehicle**
  - b faults in processing or the insufficiency or unsuitability of packing or preparation
3. **Damage** to the contents of any package not involving outward and visible **Damage** to the package
4. **Damage** in respect of **Goods** in any open sided, curtain sided, open top or soft top **Vehicle** or trailer due to
  - a Water or atmospheric conditions
  - b Theft unless such **Vehicle** or trailer is stolen at the same time
5. **Damage** to the **Property Insured** caused by theft or attempted theft from an unattended **Vehicle**
6. the first £250 of each and every claim

## Exclusions

The Policy Exclusions apply to this Section and in addition the Insurer will not pay for

1. **Property** which at the time of the happening of **Damage** is insured by or would but for the existence of this **Section** be insured by any marine **Policy** or policies, but the **Insurer** will pay for any **Excess** beyond the amount which would have been payable under such marine **Policy** or policies had this **Section** not been effected.
2. any **Property** more specifically insured by or on behalf of the **Insured**.
3. **Damage** to paintings, prints and works of art with a value in excess of £10,000 any one item unless specifically described in the **Schedule**.
4. consequential loss or **Damage** of any kind or description
5. the **Excess**

## Conditions

The Policy Conditions apply to this Section and in addition the following:

### 1. Alteration

Unless the **Insurer** agrees in writing, cover under this **Section** shall be avoided for any of the **Property Insured** in regard to which there is any alteration after the commencement of this **Section**

- a by removal
- b which increases the risk of **Damage**
- c which results in the interest of the **Insured** ceasing other than by will or operation of law.

### 2. Reinstatement

If any **Property** is to be reinstated or replaced by the **Insurer**, the **Insured** shall at their own expense provide all plans, documents, books and information as may reasonably be required. The **Insurer** shall not be bound to reinstate exactly, but only as circumstances permit and in a reasonably sufficient manner.

# Additional Cover – Business Interruption

## Definitions

### Annual Revenue

**Revenue** during the twelve (12) months immediately before the date of any Event.

### Business Interruption

Loss resulting from interruption of or interference with the **Business** carried on by the **Insured** at the Premises in consequence of an Event to **Property** used by the **Insured** at the Premises for the purpose of the **Business**..

### Event

**Damage** to **Property** used by the **Insured** at the Premises for the purpose of the **Business**.

### Increase in Cost of Working

Additional expenditure (subject to the Uninsured Working Expenses clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Revenue** which but for that expenditure would have taken place during the **Indemnity Period**.

### Indemnity Period

The period beginning with the occurrence of any Event and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of any Event.

### Maximum Indemnity Period

12 months

### Revenue

The money paid or payable to the **Insured** for services rendered in the course of the **Business** at the Premises.

### Revenue Sum Insured

Four times the **Total Sum Insured** for **General Contents** and/or **Ground Machinery** or as otherwise shown on the **Schedule**.

### Specified Events

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

### Standard Revenue

**Revenue** during that period in the twelve (12) months immediately before the date of any Event which corresponds with the **Indemnity Period**.

### Cover

#### The Insurer will pay the Insured for Business Interruption by any Event excluding

1. **Business Interruption** caused by or consisting of
  - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table, its own faulty or defective design or materials
  - b. the bursting of any boiler (not being a boiler used for domestic purposes only), economiser, other vessel machine or apparatus belonging to the **Insured** or under the control of the **Insured** in which internal pressure is due to steam only
  - c. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but the **Insurer** will pay for subsequent **Business Interruption** which itself results from a cause not otherwise excluded
  - d. faulty or defective workmanship by the **Insured** or any **Employee** of the **Insured**
  - e. operational error or omission by the **Insured** or any **Employee** of the **Insured** but the **Insurer** will pay for
    - i. such **Business Interruption** not otherwise excluded which itself results from a Specified Event
    - ii. subsequent **Business Interruption** which itself results from a cause not otherwise excluded

- f. acts of fraud or dishonesty by any officer, **Member** or **Employee** of the **Insured** but this shall not exclude such **Business Interruption** not otherwise excluded which itself results from a Specified Event
2. **Business Interruption** caused by or consisting of
- a. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - b. change in temperature, colour, flavour, texture or finish
  - c. theft or attempted theft
    - i. which does not involve entry to or exit from a Building by forcible and violent means or hold-up by violence or threat of violence to the **Insured** or any **Member** or **Employee** of the **Insured** or members of their families or any other person who has a legal right to be on the Premises excluding **Business Interruption**
    - ii. to **Property** in the open or in open sided or fronted **Buildings**
    - iii. expedited or in any way brought about by the **Insured** or any **Member** or **Employee** of the **Insured** or any other person who has a legal right to be on the Premises or **Business Interruption** consisting of
  - d. 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 connected to them
  - e. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or derangement originates but the **Insurer** will pay for
    - i. such **Business Interruption** not otherwise excluded which itself results from a Specified Event or from any other accidental loss, destruction or damage
    - ii. subsequent **Business Interruption** which itself results from a cause not otherwise excluded
3. loss, destruction or damage caused by **Pollution or Contamination**, but the **Insurer** will pay for destruction or damage to the **Property Insured** not otherwise excluded, caused by
- a. **Pollution or Contamination** which itself results from a Specified Event
  - b. any Specified Event which itself results from **Pollution or Contamination**
4. **Business Interruption** caused by or consisting of
- a. subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
  - b. normal settlement or bedding down of new structures
  - c. disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
5. destruction or damage to any Building or structure caused by its own collapse or cracking, but the **Insurer** will pay for such destruction or damage resulting from a Specified Event in so far as it is not otherwise excluded
6. **Damage** in respect of fences, gates and moveable **Property** in the open caused by wind, rain, hail, sleet, snow or dust
7. **Damage** to any **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
8. **Damage** in respect of
- a. jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
  - b. **Property in Transit**
  - c. glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
  - d. Money, bonds or securities of any description
- but the **Insurer** will pay for such **Damage** caused by a Specified Event in so far as it is not excluded.
9. **Damage** in respect of
- a. **Vehicles** licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - b. **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** or structures
  - c. land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - d. livestock, growing crops or trees
- but the **Insurer** will pay for such **Property** specifically described in the **Schedule**
10. **Damage** caused by electrical or magnetic disturbance or erasure of electronic recordings of virus infected software
11. **Property** which at the time of the happening of **Damage** is insured by or would but for the existence of this **Section** be insured by any marine **Policy** or policies, but the **Insurer** will pay for any **Excess** beyond the amount which would have been payable under such marine **Policy** or policies had this **Section** not been effected.

12. any **Property** more specifically insured by or on behalf of the **Insured**.
13. **Damage** to paintings, prints and works of art with a value in excess of £10,000 any one item unless specifically described in the **Schedule**.
14. consequential loss or **Damage** of any kind or description
15. the amount of any **Excess** Specified in the **Schedule**

## Basis of Settlement

1. The **Insurer's** liability under this Additional Cover during any one **Period of Insurance** shall not exceed the **Sum Insured** for **Revenue**
2. The **Insurer** will pay the **Insured** in respect of each item covered, the amount of their claim for **Business Interruption**.

### Material Damage Proviso

Provided that at the time of any Event there is an insurance in force covering the interest of the **Insured** in the **Property** at the Premises against such Event and that

1. payment has been made or liability has been admitted for payment, or
2. payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount.

### Revenue

The **Insurer** will pay the **Insured** as indemnity in consequence of **Business Interruption** for

- 1 Loss of **Revenue**
- 2 **Increase in Cost of Working**.

Loss of **Revenue** means the amount by which the **Revenue** during the **Indemnity Period** falls short of the **Standard Revenue**.

The **Insurer** will not pay the **Insured** for

- a **Increase in Cost of Working** exceeding the amount of reduction in **Revenue** thereby avoided
- b any amounts saved during the **Indemnity Period** in respect of any of the charges and expenses of the **Business** payable out of **Revenue** that may cease or be reduced.

In calculating the amounts the **Insurer** will pay the **Insured** as indemnity, adjustments shall be made in accordance with the following clauses.

#### 1. Alternative Premises

If during the **Indemnity Period** services are rendered elsewhere than at the Premises for the Benefit of the **Business**, either by the **Insured** or by others on behalf of the **Insured**, the money paid or payable for such services shall be taken into account in arriving at the **Revenue** during the **Indemnity Period**.

#### 2. Departmental Trading

If the **Business** is conducted in departments, the independent trading results of which can be ascertained, the Basis of Settlement shall apply separately to each department affected.

#### 3. Trends and Variations

Adjustments shall be made to the figures representing the **Annual Revenue** and **Standard Revenue** that may be necessary to provide for the trend of the **Business**, and for variations in or other circumstances affecting the **Business**, either before or after the Event, and which would have affected the **Business** had the Event not occurred, so that the adjusted figures represent as near as reasonably practicable results which but for the Event would have been obtained during the relative period after the Event.

#### 4. Accountants' Charges

If the professional accountants of the **Insured** produce any particulars or details required by the **Insurer** from the **Insured's** books of account or other business books or documents, or any other proofs, information or evidence under Condition 2 of this Additional Cover,

the **Insurer** will pay the **Insured** the reasonable charges payable by the **Insured** to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this Additional Cover shall not exceed the liability of the **Insurer** under this Additional Cover.

## 5. Value Added Tax

All terms in this Additional Cover shall be exclusive of value added tax to the extent that the **Insured** are accountable to the tax authorities for such tax.

## 6. Current Cost Accounting

For the purposes of this Additional Cover, any adjustment implemented in current cost accounting shall be disregarded.

## 7. Payments on Account

The **Insurer** will make payments on account during the **Indemnity Period**, if the **Insured** so request, subject to any necessary adjustment at the end of the **Indemnity Period**.

## Extensions

Any claim resulting from interruption of or interference with the **Business** in consequence of **Damage** by an Event to any **Property** shown below, within Great Britain, the Isle of Man or the Channel Islands, shall be understood to be **Business Interruption** covered by this Additional Cover, provided that after the application of all other terms, conditions and provisions of this Additional Cover the liability of the **Insurer** for any one claim shall not exceed the **Revenue Sum Insured**, or the percentage of the **Revenue Sum Insured**, or the amount shown against any of the Situations or against any of the **Property** as the Limit, whichever is the less.

### Property

#### 1 Property Stored

**Property** of the **Insured** whilst stored elsewhere than at the Premises occupied by the **Insured** subject to a limit of 10% of the **Revenue Sum Insured** or £50,000, whichever is the less.

#### 2 Supply Undertakings

**Property** at any

- a generating station or sub-station of the electricity supply undertaking
- b land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- c waterworks or pumping station of the water supply undertaking
- d land based premises of the telecommunications undertaking from which the **Insured** obtain electricity, gas, water or telecommunications services subject to a limit of 10% of the **Revenue Sum Insured** or £50,000, whichever is the less.

#### 3 Denial of Access

**Property** in the vicinity of the Premises which prevents or hinders the use of or access to the Premises, whether the Premises or **Property** in the Premises is **Damaged** or not subject to a limit of 10% of the **Revenue Sum Insured** or £50,000, whichever is the less.

## Exclusions

The **Policy** Exclusions apply to this Additional Cover

## Conditions

The **Policy** Conditions apply to this Additional Cover and in addition:

#### 1 Alteration

Unless the **Insurer** agrees in writing, cover under this **Section** shall be avoided if after the commencement of this **Section**

- a the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued
- b the interest of the **Insured** ceases other than by **Death**
- c any alteration is made in the **Business** or in the Premises or property in them which increases the risk of an Event.

## 2 Additional Claims Conditions

In the event of any Event in consequence of which the **Insured** make or may make a claim under this Additional Cover, the **Insured** shall at their own expense deliver to the **Insurer**

- a within seven (7) days of its happening, full details of **Business Interruption** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft
- b not later than thirty (30) days after expiry of the **Indemnity Period**, or such further time that the **Insurer** may allow, full information in writing of the particulars of the claim, together with details of all other policies covering **Property** used by the **Insured** at the Premises for the purpose of the **Business** or any part of the **Business**, and the amount of any resulting **Business Interruption**
- c such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the **Insurer** may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

Particulars or details contained in the **Insured's** books of account or other business books or documents, which may be required by the **Insurer** for the purpose of investigating or verifying any claim under this Additional Cover, may be produced by professional accountants if at the time they are regularly acting for the **Insured**. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The **Insurer** will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to the **Insurer**.

# Additional Cover - Loss of Licence

## Definitions

### The Licence

The Premises Licence granted to the **Insured** for the sale of excisable liquors in connection with the **Business** at the Premises.

### Loss of Licence

- i. Forfeiture, suspension or withdrawal of **The Licence** under the provisions of legislation governing such licence, or
- ii. Refusal to renew **The Licence** after due application to the appropriate licensing authority

### Licensing Authorities

Licensing Authorities are those authorities authorised under Section 3 of the Licensing Act 2003.

### Designated Premises Supervisor

The **Designated Premises Supervisor** is the individual specified in **The Licence** as the premises supervisor as defined by section 15 of the Licensing Act 2003

### Operating Schedule

The Operating Schedule is the document that sets out the relevant licensable activities as defined by section 17 of the Licensing Act 2003

### Maximum Indemnity Period

12 Months

### Indemnity Period

The period beginning with the occurrence of the **Damage** and ending no later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of the forfeiture, withdrawal or suspension.

### Revenue

The money paid or payable to the **Insured** for services rendered in the course of the **Business** at the Premises.

## Cover

In the event of **Loss of Licence** Allianz will indemnify the **Insured** for:

1. the loss of **Revenue**
2. any reasonable additional expenditure incurred in maintaining the **Revenue**

### Limit of Liability

Allianz's liability under this Additional Cover during any one **Period of Insurance** shall not exceed the **Sum Insured** stated in the **Schedule**

If Allianz shall be liable to indemnify more than one party the aggregate amount of indemnity to all parties shall not exceed the **Sum Insured** stated in the **Schedule**

## Basis of Settlement

In respect of **Revenue** the amount payable as indemnity shall be the amount by which the **Revenue** during the **Indemnity Period** shall in consequence of the **Loss of Licence** fall short of the **Revenue** during the period corresponding with the **Indemnity Period** in the twelve (12) months immediately before the **Loss of Licence**.

In respect of any reasonable expenses the amount payable as indemnity shall be any reasonable expenses incurred with the consent of Allianz in maintaining the **Revenue** during the **Indemnity Period** provided that the amount payable shall not exceed the loss avoided under (1) above.

## Basis of Settlement Adjustments

Adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Loss of Licence** or which would have affected the **Business** had the **Loss of Licence** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Loss of Licence** would have been obtained during the relative period after the **Loss of Licence**.

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

If within the **Indemnity Period** the Premises are sold the amount payable shall be the reduction in the value of the Premises in consequence thereof less any sum already paid in connection with the **Loss of Licence**

In the event of the **Loss of Licence** occurring before the end of the first financial year of the **Business**, the results of the **Business** to the date of the **Loss of Licence** shall be used as a basis upon which to assess the loss, subject otherwise to the terms and conditions of this Additional Cover.

Allianz will reimburse the **Insured** reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details or other proofs, information or evidence as may be required by Allianz under the terms of **Policy** Condition 4 and reporting that such particulars or details are in accordance with the **Insured's** books of account or other business books or documents

## Exclusions

The **Policy** Exclusions apply to this Additional Cover and in addition does not cover the following:

1. any loss for which the **Insured** is entitled to obtain compensation under the provision of any statute following refusal to renew **The Licence**.
2. any loss arising from the alteration of the law governing the grant, renewal, transfer, surrender, forfeiture, suspension or withdrawal of **The Licence** after the commencement of the **Period of Insurance**, unless Allianz confirms in writing that this clause will continue to apply after such alteration
3. forfeiture, suspension, withdrawal or lapsing of **The Licence** as a result of:
  - a. actual or proposed compulsory acquisition of the Premises
  - b. any scheme of town or country planning, improvement or redevelopment
  - c. failure, other than for good cause, to keep the Premises open during the permitted hours
  - d. failure to comply with any direction or requirement of **Licensing Authorities** or any like authority
  - e. failure to maintain the Premises in good sanitary and general repair
  - f. alteration of the Premises without the consent of the appropriate authority
  - g. the **Death** or insolvency of **The Licence** holder
  - h. **The Licence** holder being declared mentally incapable
  - i. the **Designated Premises Supervisor** losing their personal licence
  - j. the failure to notify the authorities about changes to the **Operating Schedule**
4. forfeiture, suspension or withdrawal of **The Licence** following police objections, unless **The Licence** is subsequently withdrawn by the **Licensing Authorities**

## Conditions

The **Policy** Conditions apply to this **Section** and in addition

### 1. Notification of Matters affecting the Licence

The **Insured** shall on becoming aware of any

- a. Notice, caution or complaint against the Premises or the control of the **Business** at the Premises or against any licence holder, manager, tenant, **Designated Premises Supervisor** or any other occupier of the Premises

- b. Legal proceeding against or conviction (other than convictions regarded as “spent” under the Rehabilitation of Offender Act current at the time) of any Licence Holder manager, tenant, **Designated Premises Supervisor**, or other occupier of the Premises for any breach of licensing laws or any other circumstance whereby the character or reputation of the person is affected or called into question in respect of their honesty, moral standing or sobriety.
- c. Other circumstances which may result in a claim being made
- d. objection to renewal or other circumstance which may prejudice renewal of **The Licence**
- e. transfer, surrender or proposed transfer or surrender of **The Licence**
- f. change in the management or tenancy of the Premises
- g. alteration in the **Business** at the Premises

## 2. Action by the Insured

In the event of **Death**, insolvency, or incapacity of, or the conviction or absconding of, any licence holder, manager, tenant, **Designated Premises Supervisor**, or other occupier of the Premises, the **Insured** shall at the request of Allianz take all reasonable practicable steps to secure a replacement for such person, such replacement being acceptable to **Licensing Authorities** or any other like authority governing transfer of **The Licence**.

## 3. Alteration

This Additional Cover shall be avoided if the **Business** be wound up or carried in by a liquidator or receiver or permanently discontinued or the **Insured's** interest ceases otherwise than **Death** at any time after the commencement of this Insurance unless its continuance be admitted by memorandum signed by Allianz or on their behalf

## 4. Additional Claims Condition

The **Insured** shall:

- a. within 24 hours of becoming aware of a **Loss of Licence** or lapsing of **The Licence** likely to prejudice continuance of **The Licence**, give notice to Allianz and as soon as possible thereafter provide a written statement substantiating the claim together with such documents, statements and accounts Allianz may reasonably require
- b. give Allianz such access to the Premises and to the **Insured's** books that Allianz may require to quantify the amount of the loss
- c. give Allianz all necessary assistance Allianz may require to appeal against such **Loss of Licence** or lapsing of **The Licence**
- d. if practicable, and if required by Allianz, apply for the grant of a new licence for the same or for alternative premises to enable the continuance of the **Business** or of a similar business

# Additional Cover – Money

## Definitions

### Accident

Bodily **Injury** caused by accidental, violent, external and visible means.

### Business Hours

The period during which the **Insured** or any **Member** or **Employee** of the **Insured** is on the Premises for the purpose of the **Business**.

### Insured Person

Any authorised **Member** or **Employee** of the **Insured** aged between 16 and 70 years.

### In Transit

**In Transit** in the personal custody of any authorised **Member** or **Employee** of the **Insured**, a security organisation approved by the **Insurer**, or by registered post.

### Loss of Limb(s)

Total and permanent loss by physical separation or total and permanent loss of use of a hand at or above the wrist or a foot at or above the ankle.

### Loss of Sight

Total and permanent **Loss of Sight** which will be considered as having occurred

- 1 in both eyes if the **Insured Person(s)** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- 2 in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale

## Money

**Negotiable Money** and **Non-negotiable Money** belonging to the **Insured** or for which the **Insured** are responsible.

### Negotiable Money

Cash, bank and currency notes, credit cards, telephone cards, uncrossed cheques, uncrossed postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps not affixed to cards, Holiday with Pay stamps, National Savings machines, gift tokens, consumer redemption vouchers, mobile telephone vouchers and telephone cards.

### Non-negotiable Money

Crossed cheques, crossed postal orders, crossed bankers' drafts, National Insurance stamps fixed to cards, National Savings certificates, Premium Bonds, credit sales vouchers or receipts and V.A.T. purchase invoices.

### Permanent Total Disablement

Any permanent disablement other than **Loss of Sight** or **Loss of Limb(s)** which having lasted without interruption for at least twelve (12) months is without any reasonable prospect of improving and in the opinion of an independent qualified medical referee acceptable to the **Insurer** will in all probability permanently, completely and continuously prevent the **Insured Person(s)** from engaging in or giving attention to business profession or occupation of each and every kind for the remainder of his or her life.

### Temporary Partial Disablement

A disablement which continuously prevents the **Insured Person** from attending to a substantial part of their **Usual Occupation**.

### Temporary Total Disablement

A disablement which completely and continuously prevents the **Insured Person** from attending to their **Usual Occupation**.

## Cover

1. The **Insurer** will indemnify the **Insured** in respect of the limits of indemnity stated in the **Schedule** against **Damage to Money** occurring during the **Period of Insurance** held in connection with the **Business** by any cause not excluded
2. The **Insurer** will indemnify the **Insured** against **Damage** sustained as a direct result of theft or attempted theft of **Money**, of or to
  - a. any safe or strongroom specified in Item 2 of the **Schedule**, or any bag or other container used by the **Insured** or any authorised partner, director or **Employee** of the **Insured** to carry **Money**
  - b. clothing and personal effects belonging to the **Insured** or to any **Insured Person** following assault or violence or the threat of assault or violence
3. The **Insurer** will pay the **Insured** when any **Insured Person** whilst engaged in connection with the **Business**, as a direct result of theft or attempted theft of **Money** involving assault or violence or the threat of assault or violence
  - a. suffers an **Accident** resulting within twelve (12) months, directly and independently of any other cause, in **Death** or disablement
  - b. suffers emotional stress necessitating professional counselling, provided such counselling is recommended by a qualified medical practitioner and agreed to by the **Insurer** before costs are incurred.

## Basis of Settlement

1. The **Insurer** will pay the **Insured** the amount of **Money** under any Item for which a Limit of Liability is specified in the **Schedule** at the time of **Damage**.
2. The most the **Insurer** will pay for any one claim is
  - a. for any one Item, the Limit of Liability specified in the **Schedule**
  - b. for any one safe or strongroom, £2,000
  - c. for any one bag or container, its value at the time of **Damage**
  - d. for clothing or personal effects, £500 any one person
  - e. for **Death, Accident**, disablement or emotional stress, the amounts specified in the Scale of Compensation.
3. The **Insurer** will also pay
  - a. the value of any safe or strongroom, of any bag or container used to carry **Money** or of the clothing or personal effects of the **Insured** or any partner, director or **Employee** of the **Insured** lost or damaged at the same time, or at the **Insurer's** option reinstate or replace such **Property** or any part of such property
  - b. compensation in respect of **Death, Accident**, disablement or emotional stress.

## Scale of Compensation

Item	Amount
<b>1 a</b> Death	£25,000
<b>b</b> Loss of Limb(s) or Loss of Sight	£25,000
<b>c</b> Permanent Total Disablement	£25,000
<b>d</b> Temporary Total Disablement - per week	£100
<b>e</b> Temporary Partial Disablement – per week	£50
<b>2</b> The cost of professional counselling	
<b>a</b> per hour	£50
<b>b</b> any one person	£1,000
<b>c</b> in total	£5,000

In respect of each **Insured Person**, compensation will not be paid by the **Insurer**

- i under more than one of 1a, 1b or 1c for the consequences of the same **Accident**
- ii under 1d and 1e for more than 104 weeks in all in respect of one or more **Accidents**.

## Basis of Settlement Adjustments

In calculating the most the **Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

### 1 Contribution

If at the time of **Damage** any other insurance has been effected by or on behalf of the **Insured** covering **Money** or any other **Property Insured** by this Additional Cover on in whole or in part, the **Insurer's** liability under this **Section** shall be limited to the **Insurer's** rateable proportion of such **Damage**.

### 2 Damage to the Premises

Provided that Section 1 Property Damage is insured under this **Policy**, in the event that **Buildings** are not covered by Section 1 Property Damage the **Insurer** will pay

- a costs for which the **Insured** are responsible, necessarily and reasonably incurred by the **Insured** to repair damage to the Premises as a direct result of theft or attempted theft of **Money** within the **Insured's** Premises (and as insured by this Section)
- b the cost of any temporary boarding-up or making good necessary to keep the Premises secure.

The most the **Insurer** will pay for any one claim is £5,000.

### 3 Weekly Compensation

Weekly compensation will be paid when the total amount to be paid has been agreed, or if the **Insured** so request, at the end of each period of four consecutive weeks disablement.

## Exclusions

**The Policy Exclusions apply to this Section and in addition:**

**The Insurer will not pay for**

1. loss arising from the dishonesty of any official, **Member** or **Employee** of the **Insured**
2. **Damage** to any machine which uses coins, notes or tokens
3. loss due to theft of or from any unattended **Vehicle**
4. shortage due to error or omission
5. any loss under Item 2.e. (as described in the **Schedule**), unless the key or keys to the specified safes or strongrooms are removed from the Premises, or if a person is authorised to hold such keys and that person lives on the Premises, that person removes all keys to that part of the Premises in which that person actually lives
6. consequential loss or **Damage** of any kind or description
7. **Damage, Death, Accident**, disablement or emotional stress arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

## Conditions

**The Policy Conditions apply to this Additional Cover and in addition the following:**

### 1. Precautions

The **Insured** must

- a exercise due care in selecting officers, **Members** or **Employees** to be entrusted with **Money**
- b keep a proper written record of all **Money** covered by this **Section** and allow the **Insurer** to inspect this record at all reasonable times.

- c secure and lock all cash registers, safes and other money containers whenever such containers are left unattended during **Business Hours**.

## 2. Additional Claims Conditions

- a In the event of **Accident** or emotional stress the **Insured Person** must
  - i. as soon as possible after the **Accident** has occurred, consult a qualified medical practitioner and follow the advice of such practitioner
  - ii. submit to any medical examination made on behalf of the **Insurer**
  - iii. in the event of a claim being made for the cost of professional counselling, supply the **Insurer** with a recommendation for treatment in writing by a qualified medical practitioner
- b In the event of the **Death** of an **Insured Person** as a result of **Accident** the **Insurer** shall be entitled, at the **Insurer's** expense, to arrange a post-mortem examination

The **Insurer** will not pay for any claim unless the terms of this Condition have been complied with.

# Section 2 - Specified All Risks

## Definitions

### Damage/Damaged

Accidental loss or destruction of or damage

### Premises

**Buildings** at the address or addresses shown in the **Schedule**, including their grounds, all within the boundaries for which the **Insured** are responsible and being, unless more specifically described in the **Schedule**, occupied solely by the **Insured** for the purpose of the **Business**.

### Property/Property Insured

Property described in the **Schedule**.

### Territorial Limits

As stated in the **Schedule**

## Cover

**The Insurer will pay the Insured for Damage to Property Insured described in the Schedule, whilst within the Territorial Limits specified in the Schedule occurring during the Period of Insurance.**

### Automatic Reinstatement

In the absence of written notice by the **Insured** or the **Insurer**, in consideration of the **Sum Insured** not being reduced by the amount of any claim from the date of the Event, the **Insured** will pay the appropriate additional premium due for the period from the date of the Event to expiry of the **Period of Insurance**, but this shall not apply in respect of theft or attempted theft.

### Basis of Settlement Adjustments

In calculating the most the **Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

#### 1 Reinstatement

Subject to the following Special Conditions the basis upon which the amount payable in respect of **Property Insured** by this **Section** is to be calculated shall be the reinstatement of the **property** lost destroyed or **damaged**.

For this purpose "reinstatement" means:

- A. the rebuilding or replacement of **Property** lost or destroyed which, provided Allianz's liability is not increased, may be carried out:
  - i. in any manner suitable to the requirements of the **Insured**
  - ii. upon another site
- B. the repair or restoration of **Property damaged** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

### Special Conditions

1. Allianz's liability for the repair or restoration of **Property damaged** in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed.
2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the **Property** covered by any Item subject to this clause exceeds the **Sum Insured** for that Item at the time of any Damage, Allianz's liability shall not exceed the proportion of the amount of the **Damage** which the **Sum Insured** bears to the total cost of replacing the whole of such **Property** as calculated at the time of reinstatement.
3. No payment beyond the amount which would have been payable in the absence of this clause shall be made:
  - a. unless reinstatement commences and proceeds without unreasonable delay
  - b. until the cost of reinstatement shall have been actually incurred
  - c. if the **Property Insured** at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the **Insured** which is not upon the same basis of reinstatement.

4. All the terms and conditions of the **Policy** shall apply:
  - a. to any claim payable under the provisions of this clause except where they are expressly varied by its terms
  - B. where there is a claim to which the provisions of this clause do not apply.
5. This basis of settlement does not apply to motor **Vehicles** or their accessories.

## 2 Contribution and Average

If at the time of **Damage** any other insurance has been effected by or on behalf of the **Insured** covering any of the **Property Damaged**, the **Insurer's** liability under this **Section** shall be limited to the **Insurer's** rateable proportion of such **Damage**.

If such other insurance is subject to average (underinsurance), this **Section** if not already subject to average shall be subject to average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this **Section**, either in whole or in part, or from contributing rateably, the liability of the **Insurer** under this **Section** shall be limited to that proportion of the **Damage** which the **Sum Insured** for this **Section** bears to the value of the Property.

## 3 Data Processing and Ancillary Equipment

Cover includes **Damage** to data processing and ancillary equipment caused by dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, if directly resulting from **Damage** to any air conditioning facilities.

## 4 Interested Parties

The **Insurer** agrees to note the interest of any party notifying their interest in any of the **Property Insured** in writing, the nature and extent of such interest to be disclosed in the event of **Damage**.

# Exclusions

**The Policy Exclusions apply to this Section and in addition:**

The **Insurer** will not pay for

1. **Damage** caused by or arising from
  - a wear and tear, inherent defect
  - b rot, mildew, rust, corrosion, frost, **Pollution or Contamination**
  - c bruising, scratching, chipping or denting except in respect of Cups or Trophies
  - d oxidisation or discolouration
  - e insects, woodworm, vermin
  - f dyeing, cleaning, repair, renovation
  - g electronic, electrical or mechanical breakdown, failure or derangement
  - h faulty manipulation, design, plan, specification or materials
  - i gradual deterioration, market depreciation
  - j consequential loss or **Damage** of any kind or description
  - k breakage occurring whilst in play
2. **Damage to Property Insured** caused by its undergoing any process involving the application of heat
3. Damage suffered by the **Insured** as a result of being deceived into knowingly parting with Property
4. **Damage to the Property Insured** caused by theft or attempted theft of such **Property** from an unattended **Vehicle** unless such **Vehicle** is protected as described under the terms of Section Condition 1 of this **Section**
5. **Damage** not occurring within the **Territorial Limits**
6. **Damage** to the cricket square at The **Premises** not caused by Malicious Persons or the inundation of sea water.
7. The **Excess** shown in the **Schedule**

## Conditions

The **Policy** Conditions apply to this **Section** and in addition:

### 1 Vehicle Protections

Whenever **Property Insured** is left in unattended **Vehicles**, the **Insured** must ensure that

- a all security locks, alarms and other security devices are maintained in an efficient working condition
- b all doors are locked, windows and other openings closed and securely fastened and all intruder alarm installations and other security devices are made operative whenever the **Vehicles** are left unattended
- c the **Property Insured** is hidden from view

### 2 Additional Claims Conditions

The **Insurer** will not pay for any claim for **Damage** which is not notified to the **Insurer** within thirty (30) days of the occurrence of such **Damage**.

### 3 Reinstatement

If any **Property** is to be reinstated or replaced by the **Insurer**, the **Insured** shall at their own expense provide all documents, books and information as may reasonably be required. The **Insurer** shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this **Section** more than its **Sum Insured**.

# Section 3 – Liabilities

## Definitions applying to Employers' Liability and Public and Products Liability

### Business

The **Business** specified in the **Schedule** conducted solely from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including

1. the ownership, maintenance and repair of **Premises** used in connection therewith
2. the provision and management of canteen, social, sports or welfare organisations for the benefit of **Members** and **Employees** and the ambulance, first aid, fire, medical and security services of the **Insured**
3. the execution of private duties by **Employees** for any official, trustee or committee member of the **Insured**.

### Employee

- A. Any person under a contract of service or apprenticeship with The Insured
- B. any of the following persons whilst working for The Insured in connection with the Business
  - I. any labour master or labour only subcontractor or person supplied by him
  - II. any self-employed person providing labour only
  - III. any trainee or person undergoing work experience
  - IV. any voluntary helper
  - V. any person who is borrowed by or hired to The Insured.

### Limit of Indemnity

The limit of indemnity specified in the **Schedule**

### Offshore Installations

1. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
2. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
3. any pipe or system of pipes in the sea or tidal waters
4. any installation which is intended to provide accommodation for persons who work on or from the locations specified in 1, 2 or 3 of this definition.

### Act of Terrorism

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

# Employers Liability

## Definitions

### Injury

Bodily Injury, Death, disease, illness, mental Injury, mental anguish or nervous shock.

### Territorial Limits

1. Great Britain, the Isle of Man and the Channel Islands
2. elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within Great Britain, the Isle of Man and the Channel Islands and caused whilst such **Employee** is temporarily employed outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the said territories or any other member country of the European Union.

## Cover

The **Insurer** will indemnify the **Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of **Injury** sustained by any **Employee** arising out of and in the course of the employment or engagement of such person by the **Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**.

### Costs and Expenses

In addition the **Insurer** will pay costs and expenses incurred by the **Insurer** or with the written consent of the **Insurer**

1. in connection with the defence of any claim
2. for representation of the **Insured**
  - a at any coroner's inquest or fatal **Accident** inquiry in respect of **Death**
  - b at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury** which may be the subject of indemnity under this **Section**.

### Limit of Indemnity

- a The **Insurer's Limit of Indemnity** for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the **Limit of Indemnity** specified in the **Schedule**.
- b The **Limit of Indemnity** in respect of an Act of **Terrorism** shall not exceed £5,000,000. If the **Insurer** alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the **Insured**.

## Extensions

### 1. Indemnity to Other Parties

If the **Insured** so request the **Insurer** will indemnify the following parties

- a any officer or committee member or other member of the **Insured's** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b any **Member** or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this **Section**
- c any principal for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against the **Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- ii. the **Insurer's** liability to the **Insured** and all parties indemnified shall not exceed in total the **Limit of Indemnity**.

### 2. Health and Safety at Work – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any partner, director or **Employee** of the **Insured** in the terms of this **Section** in respect of

- a costs and expenses incurred with the **Insurer's** written consent

- b** costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i** the proceedings relate to the health, safety or welfare of any **Employee**
- ii** the **Insurer** shall have the conduct and control of all the said proceedings and appeals the **Insurer** will not pay for
  - a** fines or penalties of any kind
  - b** proceedings or appeals in respect of any deliberate act or omission
  - c** costs or expenses insured by any other **Policy**.

### **3. Unsatisfied Court Judgements**

If a judgement for compensation or costs in respect of **Injury** sustained by any **Employee** arising out of and in the course of employment or engagement by the **Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**

- a** is obtained by such **Employee** in any court situate within Great Britain, the Isle of Man and the Channel Islands against any person or corporate body domiciled or operating from premises within such territories and
- b** remains wholly or partly unsatisfied six (6) months after the date of such judgement the **Insurer** will if the **Insured** so request pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i** there is no appeal outstanding
- ii** the **Employee** shall have assigned the judgement to the **Insurer**
- iii** this **Section** was shown in the **Schedule** at the time of the **Injury**.

### **4. Court Attendance Compensation**

If during the **Period of Insurance** any **Member** or **Employee** of the **Insured** is required to attend court as a witness at the request of the **Insurer** in connection with a claim which is the subject of indemnity under this **Section** the **Insurer** will pay compensation to the **Insured** on the following scale for each day that attendance is required

- a** any **Member** £250
- b** any **Employee** £150

### **5. Manslaughter Defence Costs**

The **Insurer** will indemnify the **Insured** in respect of

- a.** legal costs and expenses incurred with the prior written consent of the **Insurer** and
- b.** costs of the prosecution awarded against the **Insured**

in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal **Injury** sustained and caused during the **Period of Insurance** in connection with the **Business** and which may be the subject of indemnity under this **Section**

Provided that

- i.** the maximum amount payable under this extension shall not exceed £5,000,000 during any one **Period of Insurance**
- ii.** all amounts payable under this extension will form part of and are not in addition to the **Limit of Indemnity** under this **Section** as stated in the **Schedule**
- iii.** where the **Insurer** has already indemnified the **Insured** in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate

Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this extension

- iv. the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment the **Insurer** will not pay for
  - a. any fines or penalties imposed on the **Insured** or the cost of implementing any remedial order or publicity order
  - b. legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
  - c. costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
  - d. costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
  - e. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
    - i. the **Insured**
    - ii. any partner or director of the **Insured**
    - iii. any **Employee**

## Exclusions

**Policy Exclusion 3 applies to this Section and in addition it does not cover:**

### 1 Mechanically Propelled Vehicles

liability in respect of **Injury** to any **Employee** arising out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled **Vehicle** or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

### 2 Offshore Installations

liability in respect of **Injury** to any **Employee** who is working on visiting or travelling to or from **Offshore Installations**.

## Conditions

**The Policy Conditions 1–10 apply to this Section and in addition the following:**

### 1 Compulsory Insurance Legislation

The indemnity granted by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

### 2 Certificate of Employers' Liability

If this **Policy** or **Section** is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

### 3 Alteration

If at any time anything shall occur or be done which materially affects the risk insured the **Insured** shall give immediate notice in writing to the **Insurer**.

### 4 Discharge of Liability

The **Insurer** may pay to the **Insured** in the event of any one claim or series of claims arising out of one occurrence the specified **Limit of Indemnity** in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence except for the amount of any costs and expenses incurred prior to the date of the payment.

# Public and Products Liability

## Definitions

### Injury

1. Bodily Injury, Death, disease, illness, mental Injury, mental anguish or nervous shock
2. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

### Pollution or Contamination

1. All **Pollution or Contamination** of buildings or other structures or of water or land or the atmosphere and
2. all **Injury**, or **Damage** directly or indirectly caused by such **Pollution or Contamination**.

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

### Products

Any **Goods** or other material property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the **Insured** in connection with the **Business** and not in the charge or control of the **Insured**.

### Territorial Limits

- 1 Great Britain, the Isle of Man and the Channel Islands
- 2 any other member country of the European Union
- 3 elsewhere in the world in respect of **Injury, Damage** caused by or arising from
  - a non-manual activities of any **Member** or **Employee** of the **Insured** normally resident within Great Britain, the Isle of Man and the Channel Islands and occurring during any journey or temporary visit
  - b **Products**

## Cover

### Item 1 Public Liability

The **Insurer** will indemnify the **Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental

- 1 **Injury** to any person
- 2 **Damage** to material property
- 3 nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business** and not caused by or arising from **Products** other than
  - a any **Products** connected with
    - i the provision and management of canteen, social, sports or welfare organisations for the benefit of **Employees** and the ambulance, first aid, fire, medical and security services of the **Insured**
    - ii the execution of private duties by **Employees** for any partner, director or senior official of the **Insured**
  - b any food or drink supplied to partners, directors, **Employees** or non-paying guests of the **Insured**
  - c the disposal of furniture and office equipment originally intended solely for use by the **Insured** in connection with the **Business** and which is no longer required for that purpose
  - d the accidental obstruction of pedestrian or vehicular traffic caused by loads delivered by any **Vehicle** of the **Insured**.

## Item 2 Products Liability

The **Insurer** will indemnify the **Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental

- 1 **Injury** to any person
- 2 **Damage** to material property occurring during the **Period of Insurance** and caused by or arising from **Products**.

### Costs and Expenses

In addition the **Insurer** will pay costs and expenses incurred by the **Insurer** or with the written consent of the **Insurer**

- 1 in connection with the defence of any claim
- 2 for representation of the **Insured**
  - a at any coroner's inquest or fatal accident inquiry in respect of **Death**
  - b at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury** or **Damage** which may be the subject of indemnity under this **Section**.

### Limit of Indemnity

- a The **Insurer's** liability for all compensation payable in respect of
  - 1 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
  - 2 all **Injury** and **Damage** sustained by all claimants occurring during any one **Period of Insurance** and caused by and arising from **Products**
  - 3 all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed the **Limit of Indemnity**.
- b The **Insurer's** Liability shall not exceed the **Limit of Indemnity** or £5,000,000 (whichever is the lesser) in respect of an act of **Terrorism**. If the **Insurer** alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the **Insured**.

### Extensions

#### 1 Indemnity to Other Parties

If the **Insured** so request the **Insurer** will indemnify the following parties

- a any officer or committee member or other member of the **Insured's** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b any **Member** or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this **Section** if the claim had been made against the **Insured** as though each party were individually named as the **Insured** in this **Section**
- c any principal for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against the **Insured**
- d any officer or committee member or other member of the **Insured** Club in their respective capacities as such as though each such party was individually named as the **Insured** in this **Section**

Provided that

- i each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- ii the **Insurer's** liability to the **Insured** and all parties indemnified shall not exceed in total the **Limit of Indemnity**.

#### 2 Joint Insured Cross Liabilities

If more than one party is named as the **Insured** this **Section** shall apply as though each were insured separately provided that the **Insurer's** liability to all parties indemnified shall not exceed in total the **Limit of Indemnity**.

### 3 Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any **Member** or **Employee** of the **Insured** or family member of such **Member** or **Employee** normally resident within Great Britain, the Isle of Man and the Channel Islands in the course of any journey or temporary visit to any other country made in connection with the **Business**.

### 4 Motor Contingent Liability

The **Insurer** will indemnify the **Insured** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any **Vehicle** not owned provided or being driven by the **Insured** but this **Section** does not cover liability

- a in respect of **Damage** to such **Vehicle**
- b arising out of any such use in any country outside the European Union
- c incurred by any party other than the **Insured**
- d incurred by any party identified in Extension 1 (Indemnity to Other Parties), paragraph b, other than an **Employee**

For the purpose of this cover Exclusion 1 of this **Section** does not apply.

### 5 Health and Safety at Work – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any **Member** or **Employee** of the **Insured** in the terms of this **Section** in respect of

- a costs and expenses incurred with the **Insurer's** written consent
- b costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i the proceedings relate to the health, safety or welfare of any person other than an **Employee**
- ii the **Insurer** shall have the conduct and control of all the said proceedings and appeals.

The **Insurer** will not pay for

- a fines or penalties of any kind
- b proceedings or appeals in respect of any deliberate act or omission
- c costs or expenses insured by any other insurance.

### 6 Data Protection Act

- a The **Insurer** will indemnify the **Insured** and at the **Insured's** request any **Member** or **Employee** of the **Insured** against the sums which the **Insured** or any **Member** or **Employee** of the **Insured** become(s) legally liable to pay as compensation, under Section(s) 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for **Damage** or distress resulting from failure of the **Insured** to comply with data protection legislation and caused in connection with the **Business** during the **Period of Insurance**.

Provided that the **Insured** is

- i a registered user in accordance with data protection legislation
- ii not in business as a data processing bureau.
- b The total amount payable including all costs and expenses under this paragraph in respect of all claims occurring during any one **Period of Insurance** is limited to £250,000.
- c The **Insurer** will not pay for
  - i any **Damage** or distress caused by any deliberate act or omission by the **Insured** the result of which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission

- ii any **Damage** or distress caused by any act of fraud or dishonesty
- iii the costs and expenses of rectifying, rewriting or erasing data
- iv liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- v the payment of fines or penalties.

## 7 Defective Premises Act 1972

The **Insurer** will indemnify the **Insured** in the terms of this **Section** against liability incurred by the **Insured** under Section 3 of the Defective Premises Act 1972 in connection with premises or land disposed of by the **Insured**.

The **Insurer** will not pay for

- a the cost of rectifying any **Damage** or defect in the premises or land disposed of
- b liability for which the **Insured** is entitled to indemnity under any other insurance.

## 8 Consumer Protection and Food Safety Acts – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any **Member** or **Employee** of the **Insured** in the terms of this **Section** in respect of legal costs and expenses incurred with the written consent of the **Insurer** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a Part 2 of the Consumer Protection Act 1987 or
- b Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business** provided that the **Insurer** shall have the conduct and control of all the said proceedings and appeals.

The **Insurer** will not pay for

- i fines or penalties of any kind
- ii proceedings or appeals in respect of any deliberate act or omission
- iii costs or expenses insured by any other **Policy**.

## 9 Court Attendance Compensation

If during the **Period of Insurance** any **Member** or **Employee** of the **Insured** is required to attend court as a witness at the request of the **Insurer** in connection with a claim which is the subject of indemnity under this **Section** the **Insurer** will pay compensation to the **Insured** on the following scale for each day that attendance is required

- a any **Member** £250
- b any **Employee** £150

## 10 Contractual Liability

In respect of liability assumed by the **Insured** by a contract or agreement entered into by the **Insured** and which would not have attached in the absence of such contract or agreement the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in the **Insurer**

Provided that the **Insurer** shall not in any event provide indemnity

- a under Exclusion 9a of this **Section** except as stated therein
- b in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

## 11 Manslaughter Defence Costs

The **Insurer** will indemnify the **Insured** in respect of

- a. legal costs and expenses incurred with the prior written consent of the **Insurer** and
- b. costs of the prosecution awarded against the **Insured**

in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal **Injury** occurring during the **Period of Insurance** in connection with the **Business** and which may be the subject of indemnity under this **Section**

Provided that

- i. the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance or the **Limit of Indemnity** under this **Section** as stated in the **Schedule** whichever is the lesser
- ii. all amounts payable under this extension will form part of and are not in addition to the **Limit of Indemnity** under this **Section** as stated in the **Schedule**
- iii. where the **Insurer** has already indemnified the **Insured** in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this extension
- iv. the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment  
the **Insurer** will not pay for
  - a. any fines or penalties imposed on the **Insured** or the cost of implementing any remedial order or publicity order
  - b. legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
  - c. costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
  - d. costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
  - e. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
    - i. the **Insured**
    - ii. any partner or director of the **Insured**

## 12. Financial Loss

This **Section** is extended to indemnify the **Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental **Financial Loss** sustained in connection with the **Business** by the claimant within Great Britain Northern Ireland the Isle of Man and the Channel Islands and for which any claim is

- a) first made in writing against **the Insured** during the **Period of Insurance** and
- b) notified to **the Insurer** during the same **Period of Insurance** or within 30 days of the expiry of such **Period of Insurance**

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
- b. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of alleged breach of statutory duty resulting in **Financial Loss**

which may be the subject of indemnity under this Extension

provided that

- A. **the Insurer's** liability under this extension for all claims first made against the Insured during any one **Period of Insurance** is limited to £2,000,000 in total but not exceeding £1,000,000 in respect of any claims for libel and/or slander
- B. for the purposes of this extension **Financial Loss** shall mean a pecuniary loss or expense incurred by any person other than **the Insured** or a partner director or **Employee** of **the Insured**

- C. the indemnity granted by Extension 2 Joint Insured Cross Liabilities shall not apply to this extension
- D. **the Insured** shall be responsible for the first 10% of compensation and costs and expenses payable in respect of each and every claim made against **the Insured** subject to a minimum contribution of £500 in respect of each and every claim

## Exclusions

This Extension does not cover

### 1. **Injury** and Damage

liability in respect of

- a. **Injury** to any person
- b. loss or damage to any material property
- c. nuisance trespass obstruction or interference with any right of way air light or water
- d. wrongful arrest detention imprisonment or eviction of any person or invasion of right of privacy
- e. infringement of patent copyright design trademark trade name or any other intellectual property rights

### 2. Contractual Liability

liability assumed by **the Insured** either directly or indirectly by a contract or agreement entered into by **the Insured**

### 3. Property in the charge or control of **the Insured**

liability in respect of **Financial Loss** incurred as a result of loss or damage to material property belonging to or in the charge or control of **the Insured** or failure to return such property

### 4. Delays or Damage to Goods Supplied

liability in respect of

- a. the costs of or arising from the need for making good removal repair rectification replacement or recall of any **Products**
- b. diminution in value of **Products** or work executed by or on behalf of **the Insured**
- c. delay non-completion strikes labour disputes financial default insolvency or non delivery of **Products**

### 5. Fraud and Dishonesty

liability arising out of any act of fraud or dishonesty by **the Insured** or any partner director or **Employee** of **the Insured** or inducement of breach of contract

### 6. Breach of Duty

Liability arising from actual or alleged breach of duty breach of trust breach of contract neglect error misstatement misleading statement omission breach of warranty of authority or other act done or wrongfully attempted by any director or officer of **the Insured**

### 7. Retroactive Date

liability arising out of or in connection with

- a. any occurrence happening before the inception date of this Extension
- b. any event or circumstances known to the **Insured** at inception of this Extension which may give rise to a claim for **Financial Loss**

## Exclusions

**Policy Exclusions 2, 3 and 9 apply to this Section and in addition it does not cover:**

- 1 Liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by the **Insured**.
- 2 Liability in respect of **Injury** or **Damage** arising in connection with work on or travel to or from **Offshore Installations**.
- 3 Liability in respect of
  - a fines, penalties or liquidated damages
  - b punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.
- 4 Liability in respect of
  - a **Pollution or Contamination** occurring in the United States of America or Canada or any dependency or trust territory
  - b **Pollution or Contamination** occurring elsewhere unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

- 5 Liability arising out of the ownership, possession or use by or on behalf of the **Insured** of any mechanically propelled **Vehicle** (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply in respect of the loading or unloading of such **Vehicle** or the delivery or collection of **Goods** to or from such **Vehicle** except where more specifically insured by any other **Policy**.
- 6 Liability arising out of the ownership, possession or use by or on behalf of the **Insured** of any vessel or craft designed to float on or in or travel through water, air or space (other than hand-propelled watercraft).
- 7 Liability in respect of **Damage** to any **Property** belonging to or in the charge or control of the **Insured** other than
  - a personal effects or **Vehicles** of any **Member** or **Employee** of or visitor to the **Insured**
  - b premises (and their contents) not belonging, leased, rented or hired to the **Insured** but temporarily in the charge of the **Insured** for the purpose of carrying out work
  - c Premises (including their fixtures and fittings) leased, rented or hired to the **Insured** but this **Section** does not cover liability attaching to the **Insured** solely under the terms of any tenancy or other agreement.
- 8 Liability in respect of
  - a **Damage** to any **Goods** or other **Property** sold, supplied, delivered, installed or erected by or on behalf of the **Insured**
  - b all costs of or arising from the need for reinstatement, making good, removal, repair, rectification, replacement or recall of
    - i any such **Goods** or property
    - ii any defective work executed by or on behalf of the **Insured** except that 8a and 8bi above shall not apply to liability in respect of **Damage** to the said **Goods** or **Property** if such **Damage** is caused by or arises from
      - 1 any alteration, repair or servicing work executed
      - 2 any other **Goods** or **Property** sold, supplied, delivered, installed or erected by the **Insured** under a separate contract.
- 9 In respect of **Injury** or **Damage** caused by or arising from **Products**
  - a any liability which attaches to the **Insured** solely under the terms of an agreement other than
    - i under any warranty of **Goods** implied by law
    - ii under any indemnity clause in any agreement between the **Insured** and any independent carrier in respect of **Injury**, loss or **Damage** caused by **Products** entrusted to such carrier for **Transit** by road rail or waterway
  - b any Product installed or incorporated in any craft designed to travel in or through air or space
  - c any claim made against the **Insured** in any country outside the European Union in which the **Insured** occupy premises or are represented by any resident **Employee** or holder of the **Insured's** power of attorney
  - d any liability arising from any **Products** exported by the **Insured** or with their knowledge to the United States of America or Canada.
- 10 Liability for **Injury** or **Damage** arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the **Insured** other than where provided or performed in connection with any Product insured by this **Section**.
- 11 Liability in respect of **Damage** to any property
  - a comprising or to be incorporated in the contract works in respect of any contract undertaken by the **Insured**
  - b against which the **Insured** are required to effect insurance under the terms of Clause 21.2.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.
- 12 Liability arising from or as a consequence of any manual work carried out away from any Premises belonging, leased, rented or hired to the **Insured** other than delivery or collection.
- 13 The Amount of the **Excess** shown in the **Schedule**.

## Conditions

**Policy Conditions 1–11 apply to this Section and in addition the following:**

### 1 Alteration

If at any time anything shall occur or be done which materially affects the risk insured the **Insured** shall give immediate notice in writing to the **Insurer**.

### 2 Discharge of Liability

The **Insurer** may pay to the **Insured** in the event of any one claim or series of claims arising out of one occurrence the specified **Limit of Indemnity** in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence except for the amount of any costs and expenses incurred prior to the date of the payment.

# Section 4 - Personal Accident

## Section Definitions

### Accidental Bodily Injury

Bodily Injury caused by

- a accidental violent external and visible means
- b unavoidable exposure to the elements.

### Aircraft Accumulation Limit

The **Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by the **Insurer** to the **Insured** for all **Losses** involving any aircraft.

### Benefit

The sum or sums of money that the **Insurer** has agreed to pay the **Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

### Contamination

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances which cause illness and/or disablement and/or **Death**.

### Conveyance Accumulation Limit

The **Insurer's** maximum liability in the aggregate under this **Section** and any other group personal accident and business travel policies issued or to be issued by the **Insurer** to the **Insured** in respect of any one originating event involving any motorised or powered transport with the exception of aircraft.

### Death

Death caused by **Accidental Bodily Injury**.

### Event Accumulation Limit

The **Insurer's** maximum liability in total under this **Section** and any other group personal accident and/or business travel policies issued or to be issued by the **Insurer** to the **Insured** for all **Losses** not involving air travel.

### First Aid Expenses

Expenses necessarily incurred by the **Insured Person** or the **Insured** on behalf of the **Insured Person** for immediate and urgent treatment due to the **Insured Person** having sustained **Accidental Bodily Injury** which results in a valid claim for any of the **Benefits** under Items 1 and 2 as shown in the Scale(s) of Compensation in the **Schedule**.

### Hospital

Any National Health Service Trust or registered private Hospital in the **United Kingdom** licensed by a recognised body for the undertaking of surgical operations.

### Hospitalisation

Any continuous period of 24 hours during which time the **Insured Person(s)** has been confined to **Hospital**.

### Insured Person

Any **Member**, player, umpire or scorer of the **Insured Club**.

### Loss

A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

### Loss of Hearing

Total and permanent **Loss of Hearing** in one or both ears which has lasted for three consecutive months of the **Insured Person(s)** lifetime and at the end of that period in the opinion of an independent qualified medical referee is beyond hope of improvement.

### Loss of Internal Organ

Total and permanent loss by removal or total and permanent effective loss of use of one lung or one kidney or the spleen or the liver

### Loss of Limb

Total and permanent loss by physical separation or total and permanent loss of use of a hand at or above the wrist or a foot at or above the ankle.



### 3. Hospitalisation Benefit

If as a result of having sustained **Accidental Bodily Injury** an **Insured Person(s)** is admitted to **Hospital** as an in-patient for a period of not less than 24 hours on the recommendation of the **Insured Person(s)** own general practitioner or an appropriate doctor attached to the **Hospital**, the **Insurer** will pay the **Insured** the following amounts in addition to any other **Benefits** payable for the

#### **Insured Person(s).**

£25 for each continuous 24-hour period which the **Insured Person(s)** spends in **Hospital** as an in-patient. The maximum total amount payable is £500.

4. **Repair or Replacement of Spectacles** – The **Insurer** will pay for repair or replacement of broken or cracked spectacles up to a maximum of £500 in respect of each **Insured Person** necessarily incurred by the **Insured Person(s)** as a result of an Accident whilst engaging in Club activities.

## Exclusions

### This section does not cover any claims:

1. sustained whilst or consequent upon or contributed to directly or indirectly by an **Insured Person** engaging in:
  - I. Air travel other than as a fare paying passenger in a fully licenced passenger carrying aircraft.
  - II. active service in the armed forces of any Nation, International Authority or other such organisation.
2. arising out of or consequent upon or contributed directly or indirectly by:
  - I. any claim arising out of or consequent upon or contributed directly or indirectly to by the **Insured Person(s)** taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured Person's** own drug addiction or alcoholism.
  - II. the **Insured Person** committing a criminal act or whilst engaged in civil commotion or riot of any kind.
3. arising out of any occurrence outside of the **United Kingdom**
4. caused or contributed to directly or indirectly by:
  - I. pregnancy or childbirth
  - II. sexually transmitted diseases including HIV (Human Immunodeficiency Virus) and/or AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused.
  - III. the suicide, intentional self-Injury or insanity of or by the **Insured Person**
  - IV. sickness or disease (with the exception of Associated Illness) or any naturally occurring condition or gradually operating cause.
5. arising directly or indirectly out of any nuclear, chemical or biological **Contamination** due to any act of **Terrorism** regardless of any other event.
6. arising out of or consequent upon or contributed directly or indirectly to by ionising radiations radioactive **Contamination** or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
7. any claim or series of claims arising out of or consequent upon (or contributed to directly or indirectly by) any one originating event not involving or relating to any aircraft and/or motorised or powered transport in excess of £20 million or the amount shown under the **Event Accumulation Limit** in the **Schedule** whichever shall be the lower.
8. any claim or series of claims arising out of or consequent upon (or contributed to directly or indirectly by) any one originating event involving or relating to any aircraft in excess of the **Aircraft Accumulation Limit**.
9. any claim or series of claims arising out of or consequent upon (or contributed to directly or indirectly by) any one originating event involving or relating to any motorised or powered transport other than aircraft in excess of the **Conveyance Accumulation Limit**.

## Conditions

1. The **Insurer** will not pay more than the **Maximum Benefit** for any one **Insured Person(s)** as shown in the **Schedule**.
2. Payment by the **Insurer** to the **Insured** of any **Weekly Benefit** does not prejudice the **Insured's** entitlement to any other **Benefit**, but payment of **Weekly Benefit** will cease if the **Insurer** pays any of the Capital Sum **Benefits** following payment of which the **Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person(s)**.
3. The **Schedule** shows the amount of **Weekly Benefit** payable to the **Insured** for each complete working week of **Temporary Total Disablement**. Payment for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** amount shown in the **Schedule**.

4. The **Insurer** will not pay more than one of the **Benefits** 1 to 8 shown in the Scale of Compensation in respect of any one **Insured Person(s)** for injuries arising from the same originating event.
5. **Accumulation Limit**  
The **Insurer's** maximum liability for all accepted claim in aggregate in respect of all **Insured Person(s)** involved in the same originating event shall not exceed the **Aircraft Accumulation Limit, Conveyance Accumulation Limit or Event Accumulation Limit** as applicable. Where the aggregate total of all individual claims exceeds the Accumulation Limit the individual claims shall be reduced proportionately until the aggregate total of all individual claims does not exceed the lowest applicable Accumulation Limit in the **Schedule**.
6. **Age Limit**  
No person aged 85 or over at commencement of the **Period of Insurance** will be covered by this **Section**
7. **Benefit Limitations**
  - a) The maximum **Benefit** payable in respect of **Death** of an **Insured Person** under 16 years of age is £2,500
  - b) The **Maximum Benefit** payable in respect of **Death** or any **Permanent Partial Disablement** benefits for an **Insured Person** between the ages of 80 and 85 shall not exceed £5,000
  - c) The **Temporary Total Disablement Benefit**
    - 1) shall not exceed the **Insured Person's** normal weekly wage
    - 2) in the case of a person who is not gainfully employed shall be the cost of additional personal expenses actually incurred up to a maximum of the **Temporary Total Disablement Benefit** selected by the club.
    - 3) shall not be paid for **Insured Person's** under the age of 16 or over the age of 80.

## Claims Handling

If an **Accident**, loss or **Damage** occurs or any circumstances arise which may cause a claim to be made you should notify Marshall Wooldridge Ltd, 14-16 Ivegate, Yeadon, Leeds, LS19 7RE Telephone 0800 289 301 Fax. 0113 239 1296

- promptly, if an incident occurs that may lead to you making a claim
- immediately, in the event of a serious Accident, loss or **Damage**

Please provide as much information as possible about the claim, and your certificate number if available

- We recommend you check that the Accident, loss or **Damage** is covered by your **Policy**. If you are in any doubt please consult Marshall Wooldridge Ltd
- You should comply with the requirements for claim notification contained in the **Policy** conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult Marshall Wooldridge Ltd
- You should carry out any emergency action to protect your **Property** from further **Damage** (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim
- If emergency work has been completed on your own authority please contact us via your Marshall Wooldridge Ltd before permanent repairs begin
- Please do not dispose of **damaged** items before we have had the opportunity to inspect them
- You should report to the Police any loss or **Damage** from theft, arson, malicious **Damage**, or riot or civil commotion and obtain a crime book reference from them
- Please ensure that your responsibility for Injury to someone or **Damage** to their property is not discussed with or admitted to anyone else
- If an **Employee** or someone else is holding you responsible for Injury to them or for **Damage** to their property then you should tell us promptly via Marshall Wooldridge Ltd, and send any letters, writs or summons to us unanswered
- Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
  - forward a claim form for you to complete and sign
  - appoint an independent Loss Adjuster to deal with your claim
  - arrange for one of our Claims staff to visit you
  - reply to you via Marshall Wooldridge Ltd by letter or by telephone

## Complaints Procedure

Our aim is to get it right, first time every time. If we make a mistake we will try and put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

Should you wish to make a complaint then it should be directed to the Customer Satisfaction Manager at:

Allianz Insurance plc

57 Ladymead, Guildford, Surrey GU1 1DB

Telephone number 01483 552438

Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

## Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if We are unable to meet Our liabilities.

Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme

7th Floor, Lloyds Chambers

Portsoken Street

London E1 8BN

Tel: 020 7892 7300

Fax: 020 7892 7301

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

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

## Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and **Employees**, to provide you with a quotation; deal with your **Policy**; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your **Policy** and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the **Policy** that your directors, officers, partners and **Employees** have consented to our using their details in this way.

We may need to collect data relating to **Insured** Persons, which under the Data Protection Act is defined as sensitive (such as medical history of **Insured** Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the **Insured** Person to such information being processed by us and this fact is made known to the **Insured** Persons.

We may share your details with other companies within the Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of Products and services which we may think may be of interest to you. If you do not want to know about these **Products** and services, please write to:

Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English Law.

Allianz Insurance plc. Registered in England number 84638.  
Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.  
Allianz Insurance plc is a member of the Association of British Insurers.  
Allianz Insurance plc is authorised and regulated by the Financial Services Authority, Registration number 121849.  
Marshall Wooldridge Limited is Authorised and regulated by the Financial Services Authority, registration number 136079.  
This can be checked by visiting the FSA website at [www.fsa.go.uk/register](http://www.fsa.go.uk/register) or by contacting the FSA on 0845 606 1234.