Your Business Insurance

ExtraCover County Cricket Boards, Associations and Leagues Scheme

EXTRA COVER

MARSHALL WOOLDRIDGE
Insurance Brokers & Risk Managers

covea Insurance

ExtraCover County Cricket Boards, Associations and Leagues Scheme

Welcome...

to Covéa Insurance

Thank you for choosing Covéa Insurance.

This is **Your** ExtraCover policy. It sets out the details of **Your** insurance contract with **Us**.

Your premium has been calculated upon the information shown in the policy **Schedule** and recorded in **Your Proposal Form**.

Please read the policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact Marshall Wooldridge if **You** have any questions or if **You** wish to make any adjustments.

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Introduction

About Your Policy

The parts of the policy are:

1. the **Proposal Form**
2. the **Schedule** which confirms the Sections of cover that are insured and any Endorsement(s)
3. this policy wording which contains:
   - **(a)** this Introduction, Customer Information, General Definitions, General Conditions, Claims Conditions and General Exclusions all of which apply to all Sections of the policy unless stated otherwise
   - **(b)** the Sections of cover provided including the Section Definitions, Extensions, Conditions and Exclusions.

Any word or expression given a specific meaning in:

1. the **Schedule**, any policy Endorsement(s), this Introduction, the Customer Information and the General Definitions, Conditions and Exclusions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section Endorsement(s) shall only have the same meaning throughout such Section or Endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss, **Damage** or liability, or pay other benefits which fall within the operative Sections of this policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs (or in the case of the Employers' Liability Section is caused) during the **Period of Insurance** and in connection with the **Business**.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore, **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and/or **Proposal Form** is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You must also tell **Us** about any facts or changes which affect **Your** insurance, and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant, please ask Marshall Wooldridge. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or Marshall Wooldridge.

Customer Information

How to make a Claim

Should **You** be unfortunate enough to have to make a claim, Covéa Insurance Commercial Claims will manage all aspects of the claim for **You** from the time it is reported.

Covéa Insurance Commercial Claims is a service operated 24 hours a day, 365 days a year.

You can notify **Us** of a claim by:

Telephone: 0330 024 2266

Calls may be recorded for training and evidential purposes.

Email: newcommercialclaims@coveainsurance.co.uk

Post: Covéa Insurance Commercial Claims, Norman Place, Reading RG1 8DA

Staff trained in managing commercial claims will:

- take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form
- take control of the management of **Your** claim from start to finish.

Our aim is to bring **Your** claim to a satisfactory conclusion.

Important Information

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

How to make a Complaint

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases, Marshall Wooldridge Limited who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold, and **You** should contact them directly.

Marshall Wooldridge Limited
Rawdon Court
20 Leeds Road
Rawdon
Leeds LS19 6AX

Telephone: 0800 289301

Email: extracover@marswool.com

Alternatively, please contact **Us** using the following details quoting **Your** policy or claim number.

Customer Relations
Covéa Insurance
Norman Place
Reading
Berkshire RG1 8DA

Telephone: 0330 221 0444

Calls may be recorded for training and evidential purposes.

Website: www.coveainsurance.co.uk

Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at www.coveainsurance.co.uk/complaints

Financial Ombudsman Service

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567

Website: www.financial-ombudsman.org.uk

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

Financial Services Compensation Scheme

Covéa Insurance is covered by the Financial Services Compensation Scheme. **You**/an Insured Person may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance.

Further information is available from the:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU

Telephone: 020 7741 4100

Website: www.fscs.org.uk

Email: enquiries@fscs.org.uk

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

Customer Information

continued

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('**We**, **Us**, **Our**') and may be used by **Us**, **Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer,
Covea Insurance plc,
50 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent ME19 4JX

or email: dataprotection@coveainsurance.co.uk

Employers' Liability Tracing Office

If **Your** policy provides Employers' Liability cover information relating to **Your** insurance policy will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumers (the Claimants) who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers to identify:

- which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law. The Database will be managed by the ELTO and further information can be found on the ELTO website: www.elto.org.uk

Customer Information
continued

Registration and Regulatory Information

This insurance is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office:

Norman Place
Reading
Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277.

You can check **Our** regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website www.fca.org.uk/register.

This insurance is administered by Marshall Wooldridge Limited. Registered in England No. 1093348.

Marshall Wooldridge Limited T/As Extracover is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 136079. Registered office:

7th Floor, Corn Exchange,
55 Mark Lane,
London,
EC3R 7NE

You can check the regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website www.fca.org.uk/register.

General Defintions

Each Section of the policy contains Definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

Bodily Injury

Death, injury, illness, disease or shock.

Buildings

The Building or Buildings stated in the **Schedule** for which **You** are legally responsible including:

1. outbuildings
2. permanent fixtures and fittings including alarm systems
3. foundations, extensions, annexes, gangways, conveniences and sub-stations
4. car parks, driveways, paths, steps, roadways and yards
5. walls, gates and fences
6. piping, ducting, cabling and control gear
7. fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines
8. sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines
9. air conditioning and central heating systems
10. underground services

Business

The Business stated in the **Schedule** conducted solely within the **Territorial Limits** including:

1. the ownership, repair and maintenance of the **Premises**
2. the provision of first aid, medical and ambulance, fire and security services
3. private work undertaken by any **Employee** with **Your** prior consent for any director, partner, senior official or other **Employee** of **Yours**
4. the provision and management of canteen, sports, social and welfare organisations by **You** for the benefit of **Your Employees**
5. **Your** participation in exhibitions.

Business Hours

The period during which the **Premises** are occupied by **You** or any **Member** or **Your** authorised **Employees** for the purposes of the **Business**.

Damage

Accidental loss, destruction or damage unless otherwise excluded.

Defined Peril

1. Fire
2. Lightning
3. Explosion
4. Aircraft or other aerial devices or articles dropped therefrom
5. Earthquake
6. Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances
7. Malicious persons other than thieves
8. Theft
9. Storm
10. Flood
11. Escape of water from any tank apparatus or pipe
12. Escape of oil from any fixed heating installation
13. Impact including by any road vehicle or animal.

Employee

Any person working under **Your** control in connection with the **Business** who is:

1. under a contract of service or apprenticeship with **You**
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. a labour master or labour only sub-contractor or person supplied by them
4. a self-employed person providing labour only
5. a trainee or person undergoing work experience, training, study or exchange scheme
6. a voluntary helper.

Europe

The **Territorial Limits**, any member country of the European Union, Iceland, Liechtenstein, Norway and Switzerland.

Excess

The amount stated in this policy, the **Schedule** or any Endorsement for which **You** will be responsible and which will be deducted from each and every claim.

Intruder Alarm Installation

The component parts of the alarm including the means of communication used to transmit signals to the alarm receiving centre as detailed in the alarm specification.

General Defintions
continued

Keyholder

You or any person or keyholding company authorised by **You** who:

1. is available at all times to:
   - **(a)** accept notification of alarm signals or faults relating to the **Intruder Alarm Installation**
   - **(b)** attend and allow access to the **Premises**
2. has been fully trained in the operation of the **Intruder Alarm Installation**, including but not limited to the setting and unsetting of the installation.

Member

Any official, trustee, committee member or other bona fide member of the County Cricket Board, Association or League named and shown in the **Schedule**.

Money

Current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the **Business** and belonging to **You** or for which **You** are legally responsible.

Overnight

Between the hours of 21.00 and 06.00.

Period of Insurance

Period of Insurance stated in the **Schedule** and any subsequent period for which **We** have accepted a renewal premium.

Pollution or Contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination

Premises

The **Buildings** and the land inside the boundary of the risk address stated in the **Schedule** occupied by **You** for the purpose of the **Business**.

Products

Any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **You** in connection with the **Business** and no longer in **Your** possession or control.

Property Insured

1. **Buildings**
2. Computer Equipment
3. Office Contents
4. Stock
5. Tenants Improvements
6. or any other property

as specified in the **Schedule**.

Responsible Person

A person authorised by **You** to be responsible for the security of the **Premises**.

Schedule

The document that specifies **Your** details, the **Premises**, the **Property Insured** and any **Excess**, Endorsement(s) and Conditions applicable. The **Schedule** shows the Sections of the policy that are operative.

Proposal Form

This is a record of the information that **You** provided to **Us** about **You** and **Your Business** upon which **Your** insurance cover and premium is based.

Territorial Limits

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

Vacant or Unoccupied Buildings

Buildings or part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 days other than where this arises solely as a result of **Your** normal seasonal closure.

Vehicle

Any road vehicle including trailers and containers.

We/Us/Our

Covea Insurance plc.

General Defintions
continued

Working Day of the Driver

The period in any day during which a **Vehicle** is being used for purposes in connection with the **Business**.

You/Your/Policyholder

The person(s) or Company named in the **Schedule**.

General Conditions

The following General Conditions shall apply to all Sections of this policy unless stated otherwise.

1. Acts of Parliament and Statutory Instruments

All legal instruments and rules referred to in this policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the **Territorial Limits**.

2. Alarm

This Condition applies to the following Sections of cover when shown as insured in **Your Schedule**:

- Section 1: Property Damage
- Section 2: Specified All Risks items at **Your Premises**

where **Your Schedule** shows Endorsement Number CO005 – Alarm Condition.

It is a condition precedent to **Our** liability for any claim resulting from theft, attempted theft or malicious damage that where the **Premises** or part of the **Premises** are protected by an **Intruder Alarm Installation**:

(a) such **Intruder Alarm Installation**:

- **(i)** must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **Us**
- **(ii)** must be maintained under contract with the installers, or as otherwise approved in writing by **Us**.

(b) all keys to the **Intruder Alarm Installation** must be removed from the **Premises** when the **Premises** are unattended

(c) **You** must:

- **(i)** maintain the secrecy of codes for the operation of the **Intruder Alarm Installation** and no details of such codes to be left on the **Premises** when the **Premises** are unattended
- **(ii)** immediately notify **Us** upon receipt of any communication giving notice that the level of response to the **Intruder Alarm Installation** has been or will be reduced or delayed
- **(iii)** appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company, the alarm receiving centre and the police

(d) in the event of notification of:

- **(i)** activation of the **Intruder Alarm Installation**
- **(ii)** any fault in the **Intruder Alarm Installation**
- **(iii)** interruption of the means to transmit or receive signals to or from the **Intruder Alarm Installation** during any period that the **Intruder Alarm Installation** is set

a **Keyholder** must attend the **Premises** as soon as possible

(e) the **Premises** must not be left without at least one **Responsible Person** in attendance without **Our** agreement:

- **(i)** unless the **Intruder Alarm Installation** is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
- **(ii)** where police have withdrawn their response to:
  - an alarm activation (where the **Intruder Alarm Installation** does not include confirmed alarm activation technology)
  - a confirmed alarm activation, where the **Intruder Alarm Installation** included confirmed alarm activation technology.

3. Alteration in Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **Business** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 5 (b) - Our Rights to Cancel the Policy.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

(a) terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;

(b) proportionately reduce the amount payable in respect of a claim; and/or

(c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

4. Average

If at the time of any loss the total sum insured specified in the **Schedule** is less than 85% of the total value of the **Property Insured We** shall bear only that proportion of the loss which the total sum insured bears to the total of the **Property Insured**.

General Conditions

continued

5. Cancellation

(a) Your Rights to the Cancel the Policy

You may cancel this policy at any time from the date it begins or from the date **You** receive this policy document and **Schedule**, whichever is the later, returning the policy document and **Schedule** to **Your** broker. If cover has not yet started **You** will receive a full refund of the premium. If cover has started **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

(b) Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy, where there is a valid reason for doing so.

We will give **You** fourteen day's notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

(i) not

- paying a premium when it is due
- co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
- taking all reasonable precautions to prevent or minimise **Damage**, accident or injury as required by General Condition 10. Reasonable Precautions of this policy

and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address

(ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

(iii) not

- giving **Us** access to **Your Premises** when **We** have asked to carry out a risk survey
- complying with any risk improvements required by **Us** following a survey within the timescales specified.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy unless a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

If **You** are paying by monthly instalments:

(a) all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement

(b) **We** may exercise **Our** right to collect the balance of any outstanding premium in the event of a claim.

6. Change of Risk or Interest

This policy shall be avoided if:

(a) **Your** interest ceases other than by death

(b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

7. Contracts (Rights of Third Parties) Act 1999

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

8. Fair Presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible **We** may avoid this policy and refuse all claims where:

(a) such failure was deliberate or reckless; or

(b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

(a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred

(b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless

(c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

(a) proportionately reduce the amount payable in respect of a claim; and/or

(b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

General Conditions
continued

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation , in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

9. Other interests

The interests of third parties which **You** are required to include on this policy under the terms of any mortgage, property lease or hiring leasing or hire purchase agreement are automatically deemed to be covered subject to **You** advising **Us** at the time of notification of any claim.

10. Reasonable Precautions

You must:

(a) take all reasonable precautions to prevent or minimise **Damage**, accident or **Bodily Injury**

(b) maintain the **Premises**, machinery equipment and furnishings in a good state of repair

(c) exercise due care in the selection and supervision of **Employees**

(d) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

11. Reinstatement of Sum Insured

We will in the event of **Damage** under this policy automatically reinstate the sum insured unless there is written notice by **Us** to the contrary, provided that:

(a) **You** undertake to pay the appropriate additional premium

(b) **You** immediately implement any recommendations **We** make to prevent further **Damage** and effect all repair or replacement work without delay.

12. Sanctions

We shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

13. Security

It is a condition precedent to **Our** liability for any claim resulting from fire, theft or malicious damage, that **You** must at all times ensure that:

(a) security devices are put into full and effective operation whenever the **Premises** are closed for **Business** or left unattended

(b) keys and all details of any codes or combinations relating to any part of the **Intruder Alarm Installation** and any safe or strongroom are removed from the **Premises** whenever the **Premises** are closed for **Business** or left unattended

(c) fire break doors and shutters in the **Buildings** are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during **Business Hours**

(d) alterations or additions to or changes in or removal of security devices are advised to **Us** immediately.

14. Survey

It is a condition precedent to **Our** liability under this policy that **You** shall comply with any risk improvements required by **Us** following a survey within the timescales specified.

We retain the right to cancel suspend or alter the terms of the insurance provided by this policy should the survey show the risk or any part thereof to be unacceptable to **Us** requiring improvement.

15. Vacant or Unoccupied Buildings

It is a condition precedent to **Our** liability that where there are **Vacant or Unoccupied Buildings You** will notify **Us**:

(a) immediately **You** become aware that the **Buildings** are **Vacant or Unoccupied Buildings**

(b) of any **Damage** to the **Vacant or Unoccupied Buildings** whether such **Damage** is insured or not

(c) that the **Buildings** are to be occupied by contractors for renovation, alteration or conversion purposes.

The following action must be implemented by **You**:

(i) an internal and external inspection of the **Buildings** every 7 days by **You** or an authorised representative and a written record of such inspections maintained

General Conditions
continued

(ii) all trade refuse and waste materials are removed from the interior of the **Buildings** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You**

(iii) the **Buildings** must be secured against unlawful entry and all locks bolts and other protective devices in full operation

(iv) all ground floor window openings must be securely fastened and if specified by **Us** in writing boarded up in accordance with **Our** requirements

(v) ensure all letterboxes are sealed to prevent insertion of material

(vi) all sources of power fuel or water are turned off and the water system drained down other than:

- where electricity is needed to maintain any fire or **Intruder Alarm Installation** in operation
- where the **Buildings** are protected by a wet sprinkler installation to provide sufficient heat to prevent freezing or bursting of the sprinkler installation.

In the event of any breach of security of the **Buildings**, malicious damage or any evidence of unlawful entry or attempted entry to the **Buildings You** will immediately:

(a) carry out the necessary work to satisfy the above requirements

(b) notify **Us**.

Claims Conditions

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections of this policy.

1. Claims Procedure

It is a condition precedent to **Our** liability that following an incident that may result in a claim under this policy:

(a) **You** must advise the police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **Property Insured** has been lost outside the **Premises**

(b) **You** must notify **Us**:

- **(i)** within 28 days of the event in the case of **Damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
- **(ii)** immediately in respect of:
  - all other claims
  - any impending prosecution
  - any inquest or fatal accident inquiry

(c) **You** must provide **Us** with all documentation relating to any accident, claim, prosecution or court proceedings which must be sent to **Us** immediately, unacknowledged

(d) **You** must not admit or repudiate liability without **Our** written consent

(e) **You** must provide at **Your** own expense all details and evidence **We** may reasonably require

(f) **You** must take all reasonable steps to mitigate the extent of any **Damage**

(g) **We** are entitled to enter any building where **Damage** to **Property Insured** by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **Us**.

2. Fraudulent Claims

For the purposes of this Condition the definition of '**You**/**Your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

(a) will not pay the claim

(b) may recover from **You** any sums already paid by **Us** in respect of the claim; and

(c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Policyholder** this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

(a) making a claim which is fraudulent, fictitious or known to be false

(b) intentionally exaggerating or inflating a claim

(c) supporting a claim with false or forged documents, information or statements

(d) wilfully causing loss, **Damage** or injury.

3. Other Insurances

If **Damage** which is the subject of a claim under this policy is covered by any other insurance **We** will only pay **Our** rateable proportion of the claim.

4. Subrogation

We will be entitled to undertake in **Your** name or on **Your** behalf:

(a) the defence or settlement of any claim

(b) steps to enforce rights against any other party before or after payment is made by **Us**.

5. Terms not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

(a) is operative only in connection with particular premises or locations;

(b) is operative only at particular times; or

(c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

General Exclusions

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

This policy does not cover:

1. War Government Action and Terrorism

(a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:

- **(i)** War Government Action or Terrorism
- **(ii)** civil commotion in Northern Ireland.

(b) Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

War shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

Government Action shall mean martial law confiscation nationalisation requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to war.

Terrorism shall mean 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.

In any action suit or other proceedings where **We** allege that by reason of this exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or other costs directly or indirectly caused by such event is not covered by this insurance the burden of proving that such **Damage** loss or expense is covered shall be upon **You**.

Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this policy **We** will indemnify **You** under the Employers' Liability Section if insured under this policy provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed £5,000,000.

We will indemnify **You** under the Public and Products Liability Section if insured under this policy against legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability shall not exceed:

(a) in respect of or arising out of any one occurrence or series of occurrences arising out of one original cause £2,000,000 or the amount of the Limit of Indemnity shown in the **Schedule** whichever is the lower but in respect of **Products** this limitation shall apply to all insured events occurring in any one **Period of Insurance**

(b) in respect of all **Pollution or Contamination** consequent upon **Terrorism** and which is deemed to have occurred during any one **Period of Insurance** £2,000,000 in the aggregate or the amount of the Limit of Indemnity shown in the **Schedule** whichever is the lower.

2. Radioactive Contamination

Loss or destruction of or 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 or occasioned by or happening through or in consequence of:

(a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

(c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter

(d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph **(d)** shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

(e) any chemical biological bio-chemical or electromagnetic weapon.

As far as concerns **Bodily Injury** caused to any **Employee** of **Yours** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

- **(i)** the liability of any principal
- **(ii)** liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

3. Sonic Bangs

Damage caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. Northern Ireland

Damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Damage** or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

General Exclusions
continued

5. Asbestos

(not applicable to the Employers' Liability Section if insured by this policy)

Any loss cost expense or liability for **Bodily Injury** loss or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

6. Confiscation & Nationalisation

Confiscation nationalisation or requisition by order of any government public municipal local or customs authority.

7. Electronic Risk

(not applicable to Section 3: Liabilities if insured by this policy)

(a) loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- **(i)** loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph **(b)**
- **(ii)** loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** unless subject to the provisions of paragraph **(c)**

(b) Notwithstanding paragraph **(a)** above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **Defined Perils** as described below.

(c) Notwithstanding sub paragraph **(a) (ii)** above, in the event that hardware or the **Data** storage device of a **Computer System** insured under this policy sustains physical damage caused by a **Defined Peril** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing **Data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of the **Data** to **You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definitions apply:

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

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

Defined Peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

8. Marine

Damage to property which at the time of the happening of the **Damage** is insured by any marine policy or policies (or would but for the existence of this policy) except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

9. Pollution or Contamination

(not applicable to Section 3: Liabilities if insured by this policy)

Damage caused by **Pollution or Contamination** but this shall not exclude destruction of or **Damage** to the **Property Insured**, not otherwise excluded, caused by:

(a) **Pollution or Contamination** which itself results from a **Defined Peril**; or

(b) a **Defined Peril** which itself results from **Pollution or Contamination**.

10. Unexplained Losses

Loss or damage caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.

11. Communicable Disease

(not applicable to Section 3: Liabilities if insured by this policy)

(a) any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:

- **(i)** a **Communicable Disease**; or
- **(ii)** the fear or threat (whether actual or perceived) of a **Communicable Disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

1. any cost to clean up, detoxify, remove, monitor or test:
   - **(a)** for a **Communicable Disease**; or
   - **(b)** any property insured hereunder that is affected by such **Communicable Disease**,

and

General Exclusions
continued

2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.

(b) However, paragraph **(a)** shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:

(i) Terrorism (as defined in this policy), or

(ii) a **Defined Peril** as described below

where specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

(a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

(b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and

(c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

Defined Peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

Section 1: Property Damage

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Computer Equipment

Electronic computer or other data processing and storage equipment, including media and other items used in conjunction with such equipment and **Portable Computer Equipment**.

Office Contents

The following property used solely in connection with **Your Business**, belonging to **You** or for which **You** are legally responsible and kept at the **Premises**:

(a) machinery and plant, trade and office furniture

(b) **Stock**

(c) fixtures, fittings, blinds and signs

(d) fixed glass and sanitaryware

(e) contents in the open yards

(f) patterns, models, moulds, plans and designs in so far as they are not otherwise insured

(g) deeds, documents, manuscripts, business books, but only for the cost of the materials and clerical labour expended in reproducing such records

(h) computer system records, but only for the cost of the materials, and clerical labour and computer time expended in reproducing such records, for an amount not exceeding £25,000 in total

(i) curios, painting, pictures and works of art not exceeding £10,000 any one item unless specifically described in the **Schedule**

(j) **Employees**, **Members** directors and visitors' **Personal Effects** for an amount not exceeding £1,000 for any one person

(k) **Money** not exceeding £1,000 in total

(l) all other Office Contents

(m) motor vehicles, motor chassis and their contents but excluding any property which is more specifically insured.

Goods

Goods belonging to **You** or held in trust by **You** for which **You** are legally responsible.

Personal Effects

Personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to **Your** directors, partners, **Employees**, **Members**, customers and visitors.

Portable Computer Equipment

(a) laptops, palmtops and notebooks

(b) personal digital assistants

(c) projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other Portable Computer Equipment

(d) removable satellite navigation systems

(e) digital cameras.

Refrigeration Unit

Refrigerators, freezer units and chiller cabinets, cold room or cold store.

Stock

Stock and materials in trade including:

(a) raw materials

(b) work in progress

(c) finished goods

(d) goods in trust

owned by **You** or for which **You** are legally responsible for the purposes of the **Business**.

Tenant's Improvements

Improvements, alterations and decorations which have been undertaken to the **Buildings** either by **You** or a previous occupier, as tenant and for which **You** are legally responsible as occupier and not as owner.

Cover

Damage occurring at or within 50 metres of the **Premises** to the **Property Insured** described in the **Schedule** occurring during the **Period of Insurance**.

Extensions

The following Extensions apply to this Section.

Additional Costs of Construction – Energy Efficiency

We will pay for the additional costs of reinstatement following **Damage** to the **Buildings** arising solely from the necessity to comply with the application of the EC Directive on Energy Performance of Buildings 2002/91 (as enacted in applicable national law) provided that **We** will not be liable under this cover for any such costs or expenses:

Section 1: Property Damage
continued

(a) in respect of **Damage** occurring prior to the inception of this Section

(b) for work which takes more than 12 months from the date of **Damage** unless prior consent has been given by **Us**

(c) in respect of property entirely undamaged.

Our liability will not exceed £1,000,000 or 15% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

Additional Statutory Costs

We will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **Damage** to the **Property Insured** provided that **We** will not be liable under this cover for any such costs or expenses:

(a) incurred following **Damage** to **Stock**

(b) in respect of **Damage** occurring prior to the inception of this Section

(c) in respect of property entirely undamaged

(d) where notice to comply has been served upon **You** prior to the occurrence of **Damage**

(e) for work which takes more than 12 months from the date of **Damage** unless prior consent has been given by **Us**.

Our liability will not exceed:

(i) in respect of damaged property 15% of the sum insured shown in the **Schedule**

(ii) in respect of undamaged portions of the property (other than foundations) 15% of the total amount for which **We** would have been liable had the property been wholly destroyed.

The total amount recoverable under any item of this Section will not exceed its sum insured.

Architects' and Surveyors' Fees

Within the overall limit of the sum insured on **Property Insured** (excluding **Stock**) **We** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **Our** consent in the reinstatement or repair of the property following **Damage** but excluding fees charged for the preparation of any claim.

Capital Additions

This Section includes:

(a) newly acquired and/or newly erected **Buildings** and **General Contents** anywhere within the **Territorial Limits** in so far as such property is not otherwise insured

(b) alterations, additions and improvements to existing **Buildings** and **General Contents** at the **Premises** but excluding any appreciation in the value of such property during the **Period of Insurance** provided that **You** will notify **Us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **Your** liability for such property. Following such notification the provisions of this Extension are fully reinstated.

Our liability will not exceed £1,000,000 or 15% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

Contract Price

In respect of goods sold but not delivered for which **You** are legally responsible and where the sale contract is cancelled by reason of **Damage** then **Our** liability will be based on the contract price. For the purpose of the General Condition 4. Average the sum insured will be calculated on the same basis.

Contract Works

The insurance by this Section extends to include temporary or permanent works executed or in the course of execution at the **Premises** by **You** or on **Your** behalf for the purposes of alterations or improvements to the **Premises** including unfixed site materials supplied for incorporation into the works but not including property more specifically insured.

Our liability will not exceed £250,000 any one single contract.

Contractors Interest

Where **You** are required to effect insurance on the **Property Insured** in joint names of **You** and the contractor under the terms of a contract condition then the interest of the contractor in the **Property Insured** as joint **Policyholder** is hereby noted.

Our liability will not exceed £250,000 any one single contract.

Contracting Purchaser

If **You** contract to sell the **Buildings** the purchaser will be entitled to the benefit provided by this Section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **Buildings** are not otherwise insured.

Continuing Interest and Hire Charges

In the event of **Damage** at the **Premises** where **You** are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which **You** are responsible and which is not otherwise insured **We** will pay such charges actually and reasonably incurred.

Our liability will not exceed £10,000 in any one **Period of Insurance**.

Customers' Goods

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

Section 1: Property Damage
continued

Debris Removal Costs

(a) The insurance by this Section extends to include costs and expenses necessarily incurred by **You** with **Our** consent in:

- **(i)** removing debris
- **(ii)** dismantling or demolishing
- **(iii)** shoring up or propping

of the portion or portions of the **Property Insured** which has been subject to **Damage** but excluding any such costs or expenses incurred in respect of **Stock**

(b) where **Stock** is insured the insurance by this Section includes costs and expenses necessarily incurred by **You** with **Our** consent in removing debris of the portion or portions of such insured property which has suffered **Damage** but **Our** liability in respect of **Damage** to **Stock** will not be increased above the respective sum insured by the operation of this Extension provided that **We** will not be liable for any such costs or expenses:

- **(i)** incurred in removing debris except from the site of the **Property Insured** which has suffered **Damage** and from the area immediately adjacent to such site
- **(ii)** arising from **Pollution or Contamination** of property not insured by this Section.

Our liability will not exceed the Property Damage sum insured shown in the **Schedule**.

Deterioration of Refrigerated Stock

We will pay for **Damage** to refrigerated foodstuff at the **Premises** contained in any **Refrigeration Unit**, caused by deterioration or putrefaction due to:

(a) a rise or fall in temperature in the refrigerated chamber of any such unit resulting from:

- **(i)** breakdown of or **Damage** to its refrigerating plant or associated thermostatic or other control devices
- **(ii)** failure of the public electricity supply unless due to a deliberate act of the public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply

(b) contamination by the escape of refrigerant fumes.

Our liability will not exceed £750 any one occurrence.

Seasonal Refrigerated Foodstuff Increase

The sum insured for refrigerated foodstuff is increased by 25% during the **Period of Insurance** either:

(a) during December and the first 15 days of January

(b) during any other period during the year where the seasonal trend of **Your Business** requires such an increase in the sum insured, provided that such trend can be supported by previous trading records and that the period of the increase does not exceed 180 days in any **Period of Insurance**.

We will not be liable for:

1. **Damage** to refrigerated foodstuff contained in any **Refrigeration Unit** which is more than ten years old at the commencement of any **Period of Insurance**
2. deterioration or putrefaction which itself results from a **Defined Peril**
3. **Damage** caused by any wilful act or neglect by **You** or any **Employee**
4. **Damage** caused by faulty packing or stowage
5. **Damage** caused by inherent defect or any form of normal trade loss
6. The first £250 of each and every claim.

Drains, Sewers and Gutters

We will pay costs and expenses necessarily incurred by **You** with **Our** consent for cleaning and/or clearing of drains, sewers and gutters in consequence of **Damage** to the **Property Insured** provided that **We** will not be liable for any such costs or expenses:

(a) incurred in removing debris except from the site of the **Property Insured** which has suffered **Damage** and from the area immediately adjacent to such site

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

Exhibitions

We will pay for **Damage** caused to **Property Insured** excluding **Buildings** and **Tenants Improvements** whilst:

(a) within the premises of any trade show or exhibition within **Europe** at which **You** are participating as an exhibitor

(b) in transit thereto and therefrom any show or exhibition within **Europe** but excluding theft or attempted theft from any unattended **Vehicle**.

Our liability will not exceed £50,000 in any one **Period of Insurance**.

Fire Brigade Charges

We will pay **You** the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire.

Further Investigation Costs

Where **You** have suffered **Damage** to **Buildings** insured by this Section and in the opinion of a competent construction professional, in respect of the same event, there is a reasonable possibility of **Damage** to:

(a) a portion of the same **Building** which is not immediately apparent

(b) **Buildings** for which **You** are responsible in the immediate vicinity

We will pay the reasonable costs incurred by **You** with **Our** prior consent in establishing whether or not such **Damage** has occurred.

Section 1: Property Damage
continued

Provided that:

part **(b)** above is subject to such **Buildings** in the immediate vicinity being found to have suffered **Damage** for which **We** are liable under this Section.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Glass

We will pay for **Damage** to fixed glass, lamps, signs and name plates at the **Premises** not owned by **You** or insured by this policy including necessarily incurred additional costs involved in:

(a) boarding up or temporary glazing pending replacement of broken glass

(b) removing and re-fixing window fittings and other obstacles to replacement

provided that **You** are legally responsible for the repair of such **Damage**.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Goods in Transit

We will pay for **Damage** to **Property** whilst in the course of transit:

(a) in or on any **Vehicle** owned or operated by **You**

(b) by rail

(c) by post or courier

within the **Territorial Limits**, including whilst loading and unloading.

Our liability for any one claim or series of claims arising out of any one occurrence will not exceed £1,000.

For the purposes of this Extension the following Definitions will apply:

Property

Merchandise, **Goods**, **Stock** and **Tools** belonging to **You** or for which **You** are responsible, relating to the **Business**.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland including sea or air transits between these territories.

Tools

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

This Extension also includes the following additional covers:

Additional Vehicles

We will pay for **Damage** to **Property** in any additional **Vehicle** not specified in the **Schedule** provided that **You** advise **Us** of the acquisition of such additional **Vehicle** within 21 days of its acquisition and pay any additional premium required by **Us**.

Our liability will not exceed £1,000 any one occurrence.

Clothing and Personal Effects

We will pay for **Damage** to clothing and personal effects belonging to the driver or attendant whilst carried in any **Vehicle** which is conveying **Property** in transit, up to an amount not exceeding £500 per person any one occurrence.

Contract Price

In respect of goods sold but not delivered for which **You** are legally responsible and where the sale contract is cancelled by reason of **Damage** then **Our** liability will be based on the contract price. For the purpose of the General Condition Average the sum insured will be calculated on the same basis.

Expenses

We will pay the costs and expenses necessarily and reasonably incurred in:

(a) the removal of debris and site clearance following **Damage** to the **Property** in transit

(b) the transfer of the **Property** to another **Vehicle** and its delivery to the original destination or place of collection, following fire, collision or overturning of the **Vehicle** or impact with any object by the **Vehicle**

Our liability will not exceed £1,000 any one occurrence.

Free On Board

We will pay for **Damage** to **Property** occurring during the **Period of Insurance** within the **Territorial Limits** whilst at dockside, airside or temporary warehousing until placed on board the export ship or aircraft provided that **You** are responsible by agreement for the **Property** prior to delivery. Cover applies for a period of up to 30 days from the commencement of transit in respect of any one consignment.

Reloading

We will pay for the additional costs necessarily incurred in reloading any **Property** in transit which have fallen from the conveying **Vehicle** subject to a limit of £1,000 any one occurrence.

Ropes and Sheets

We will pay for **Damage** to tarpaulins, sheets, ropes, chains, straps and packing materials owned by **You** or for which **You** are responsible, whilst being carried in or on any **Vehicle** owned or operated by **You**.

Substitution of Vehicle

We will pay for **Damage** to **Property** in transit arising out of the use of any **Vehicle** substituted by **You** whilst any **Vehicle** is undergoing service or repair, up to an amount not exceeding the sum insured applicable to the **Vehicle** undergoing service or repair.

Travellers Samples

We will pay for **Damage** to travellers samples occurring during the **Period of Insurance** within the **Territorial Limits** whilst:

(a) in or on any **Vehicle**

Section 1: Property Damage
continued

(b) temporarily removed from a **Vehicle** and kept in a locked room or a locked building provided that the travellers samples remain under the custody or control of **You** or **Your Employee**.

Our liability will not exceed £1,000 any one occurrence.

Basis of Claims Settlement Clauses

Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this Extension as shown in the **Schedule**.

Basis of Settlement

The amount payable shall be the value of the **Property** at the time of its **Damage** or at **Our** option the reinstatement or replacement of such **Property** or any part of it.

The following Conditions apply to this Extension in addition to the General Conditions and Claims Conditions.

Motor Vehicles

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

(a) all **Vehicles** owned or operated by **You** are maintained and kept in a good state of repair and in efficient roadworthy condition and loaded in a safe and appropriate manner

(b) **You** comply with **Our** requests for the installation of any further protections to any **Vehicle** if specified.

Security

It is a condition precedent to **Our** liability that all keys to any unattended **Vehicle** owned or operated by **You** are removed from such **Vehicle** to a place of safety whenever the **Vehicle** is left loaded.

We will not be liable under this Extension for:

1. claims in respect of or arising out of:

- **(a)** depreciation, delay, inadequate documentation, loss of market or consequential loss
- **(b)** the carriage of livestock or other living creatures, organisms or cultures
- **(c)** the carriage of explosives or other dangerous goods
- **(d)** **Property** carried by **You** for hire or reward

2. **Damage** to:

- **(a)** **Computer Equipment**
- **(b)** **Money**
- **(c)** **Property** more specifically insured

unless specifically mentioned as insured by this Section

3. **Damage** due to breakdown of refrigeration and/or insufficient insulation

4. The first £250 of each and every claim.

Inadvertent Omission to Insure

This Section extends to include any **Premises** in the United Kingdom which **You** own or for which **You** are responsible which **You** have an obligation to insure but have inadvertently been left uninsured.

Provided that:

(a) **You** advise **Us** in writing immediately **You** become aware of an omission to insure and will pay the appropriate premium from the date upon which the insurance of the property became **Your** responsibility

(b) **You** will carry out at not less than annual intervals a check of all properties owned by **You** or for which **You** are responsible to ensure that effective insurance is in force for such properties

(c) **Our** liability will not exceed £1,000,000 any one occurrence.

This Extension will only be effective if **We** are the sole provider of **Buildings** Insurance in respect of **Your** properties owned in connection with the **Business** as defined in the **Schedule** and where **You** have an obligation to arrange such insurance.

We will not be liable for:

(i) any premises more specifically insured

(ii) any appreciation in value.

Index Linking

The sum insured specified in the **Schedule** will be adjusted at monthly intervals in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any **Damage** if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the **Period of Insurance** but at the end of the period **We** will calculate the renewal premium based on the revised sum insured.

Interested Parties

Any act or omission by the leaseholder, lessee, mortgagor or **You** or by any tenant occupying or using the **Buildings** which increases the possibility of **Damage** will not prejudice the insured interest of the freeholder, lessor or mortgagee provided that:

(a) such act or omission is entirely without the authority of the freeholder, lessor or mortgagee

(b) as soon as the freeholder, lessor or mortgagee becomes aware of any such act or omission they will give immediate written notice to **Us** and pay any additional premium required.

Landscaping Costs

We will pay **You** for the costs necessarily and reasonably incurred by **You** with **Our** consent in repairing or reinstating **Damage** to the landscaped gardens and grounds at the **Premises** caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **You** are legally responsible for the repair or reinstatement of such **Damage**.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Section 1: Property Damage
continued

Loss of Metered Utilities

We will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section.

We will not be liable for any such charges incurred by **You** in respect of any **Buildings** or part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 days.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Loss Minimisation Expenses

We will pay for the costs necessarily and reasonably incurred by **You** with **Our** consent in:

(a) preventing or reducing losses in the event of imminent **Damage** which would have been insured under this Section

(b) alleviating **Damage** insured under this Section during and after the event of such **Damage**

Provided that:

(i) the impending **Damage** was not reasonably foreseeable earlier and would be the inevitable outcome if such costs and expenses were not incurred

(ii) the impending **Damage** did not arise from any defect in the **Property Insured**

(iii) the impending **Damage** is not more specifically insured.

Our liability will not exceed £10,000 in any one **Period of Insurance**.

Non-invalidation

The insurance by this Section, other than in respect of **Damage** by theft or any attempt thereat, will not be invalidated by any act or omission or by any alteration unknown to **You** and beyond **Your** control whereby the risk of **Damage** is increased provided that as soon as **You** become aware of any such act or omission or alteration **You** will give immediate written notice to **Us** and pay any additional premium required.

Obsolete Building Materials

We will pay the reasonable additional cost incurred in the replacement of **Damaged** materials which given consideration to the knowledge at the time of installation, construction or fitting were deemed fit for purpose but require replacement with more suitable modern materials following **Damage**.

Property Stored

We will pay for **Damage** to **Stock** and **Goods** whilst removed from the **Premises** but remaining within the United Kingdom. **We** will not pay for:

(a) **Stock** and **Goods** more specifically insured

(b) **Damage** to **Stock** and **Goods** in any yard, car park, open space or contained within an open sided structure or open sided building

(c) **Damage** caused other than by a **Defined Peril**.

Our liability will not exceed £100,000 any one occurrence.

Protection Equipment Expenses

We will pay **You** the cost of refilling fire extinguishing equipment and smoke cloaks used solely as a consequence of **Damage**.

Our liability will not exceed the Property Damage sum insured shown in the **Schedule**.

Reinstatement to Match (Computer Equipment)

Where **Computer Equipment** has suffered **Damage**, **You** may replace, repair or restore the property with equivalent property which employs current technology, and replacement, repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new.

Cover also extends to include:

(a) the cost of replacement or modification of undamaged **Computer Equipment** insofar as it is necessary to adapt it to operate in conjunction with lost, destroyed or damaged property which has been replaced, repaired or restored

(b) the cost of replacement, repair or modification of undamaged parts of **Computer Equipment** that form part of a matching set of articles, or suite of common design or function where the **Damage** is restricted to a clearly identifiable area or to a specific part.

Provided that:

(a) **Our** total liability is not increased beyond the amount:

- **(i)** that would otherwise have been payable for the replacement, repair or restoration of the property lost, destroyed or damaged in its original form
- **(ii)** that would have been payable for replacement, repair or modification if such property forming a set of articles, or suite of common design or function had been wholly destroyed

(b) **We** will be liable only for the amount sufficient to enable **You** to resume operations in substantially the same manner as before the **Damage**

(c) where the property is lost, destroyed or damaged in part only, **We** will not be liable for more than the amount representing the cost which **We** would have paid for repair, restoration or replacement if such property had been wholly destroyed

(d) if **Damage** to **Computer Equipment** results in undamaged computer records being incompatible with the replacement **Computer Equipment**, **We** will pay the cost of:

- **(i)** modifying the **Computer Equipment**; or
- **(ii)** replacing computer records with reinstatement of programs and/or information (but not for the value of the information to **You**)

whichever is the less

Our liability will not exceed the £2,500 in any one **Period of Insurance**.

Section 1: Property Damage
continued

Rent

Rent payable by **You** or to **You** following **Damage** to the **Premises** which makes them uninhabitable during the period necessary to reinstate or repair the **Buildings** or portions from which **You** operate **Your Business** or to make it accessible to **You** provided that:

(a) cover for any costs will only apply to the extent that they are not otherwise insured

(b) the maximum indemnity period during which **We** will pay will not exceed 36 months from the date of **Damage**.

Our liability will not exceed the sum insured shown in the **Schedule**.

Seasonal Stock Increase

The sums insured for **Stock** is increased by 25% during each **Period of Insurance** either:

(a) during December and the first 15 days of January

(b) during any other period during the year where the seasonal trend of **Your Business** requires such an increase in the sum insured, provided that such trend can be supported by previous trading records and that the period of the increase does not exceed 180 days in any **Period of Insurance**.

Seventy Two Hour Clause

Damage caused by Storm, Flood or Earthquake if insured hereby occurring within each and every separate period of seventy-two hours during the currency of this Section will be deemed to be one occurrence in determining the application of any deductible or the **Excess**.

Sprinkler Upgrade Costs

We will pay the costs incurred following **Damage** to **Property Insured** to upgrade an automatic sprinkler installation within **Your Buildings** in order to comply with current Loss Prevention Council (LPC) rules.

Provided that:

(a) at the date of **Damage** the installation conforms to the LPC rules current at the date of installation

(b) the system has a complete service record up to the date of **Damage**.

Subrogation Waiver

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

(a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**

(b) any company which is a Subsidiary of a Parent Company of which **You** are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**

(c) any tenant or lessee who contributes to the cost of the premiums but excluding **Damage** arising out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's wilful act or recklessness.

Temporary Removal

We will pay for **Damage** to:

(a) **Computer Equipment** and **General Contents** (other than **Stock**) whilst temporarily removed from the **Premises** for cleaning, renovation, repair or similar purposes and in transit thereto and therefrom anywhere within the **Territorial Limits**.

Our liability any one occurrence will not exceed:

(i) 15% of the sum insured on each item

(ii) in the case of documents, manuscripts, plans and the like 15% of the total value.

(b) **General Contents** whilst being transferred between **Premises** described in the **Schedule** including transit by road, rail or inland waterway between such **Premises**.

Our liability will not exceed the amount which would have been recoverable had the **Damage** occurred at the **Premises** from which the property is transferred or £50,000 whichever is the less in respect of any such transfers at any one time.

We will not pay for property more specifically insured.

Temporary Removal – Documents and Computer System Records

We will pay for **Damage** to the following whilst temporarily removed to premises not in **Your** occupation but whilst remaining within the **Territorial Limits**:

(a) deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records)

(b) computer system records

We will not pay for property more specifically insured.

Our liability any one occurrence will not exceed:

(i) in the case of deeds, documents and the like 15% of the figure stated within the definition of **General Contents** for computer system records

(ii) in the case of computer system records 10% of the total value of such items.

Theft Damage to Buildings

We will pay for **Damage** to the **Buildings** at the **Premises** not owned by **You** or insured by this policy resulting from theft or any attempt thereat provided that **You** are legally responsible for the repair of such **Damage**.

Our liability will not exceed £50,000 or 15% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

Section 1: Property Damage
continued

Theft of Fixed Fabric of the Building

We will pay for theft of the fixed fabric of the **Buildings**, which **You** own or are legally responsible for including fixed external CCTV equipment and security lighting.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Theft of Keys

We will pay **You** costs and expenses necessarily and reasonably incurred for the replacement of locks or keys to the **Buildings** or to any safe or strongroom therein resulting from loss of keys following their theft:

(a) from the **Buildings** or the home of any authorised **Employee**

(b) involving assault or violence or threat thereof whilst such keys are in the personal custody of **You** or any authorised **Employee**.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Trace and Access

In the event of **Damage** at the **Premises** resulting from the escape of water or oil from any fixed installation, **We** will pay for costs necessarily and reasonably incurred in:

(a) locating the source of **Damage** in order to effect repairs

(b) making good.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Unauthorised Use of Electricity Gas or Water

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

Provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

Our liability will not exceed £50,000 any one occurrence.

Workmen

Workmen shall be allowed on the **Premises** for the purpose of carrying out minor repairs, decorations or alterations without affecting the cover provided by this Section.

Optional Extensions of Cover

Your Schedule will show if this Extension is operative.

Subsidence

Exclusion 16 of this Section is deleted.

This Section is extended to include **Damage** caused by subsidence, ground heave or landslip of any part of the site on which the **Property Insured** stands.

We will not be liable under this Extension for:

(a) **Damage** to yards, forecourts, terraces, drives, roads, pavements, walls, gates and fences unless a **Building** at the same **Premises** is damaged by the same cause at the same time

(b) **Damage** caused by or consisting of bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion

(c) **Damage** occurring whilst the whole or part of the **Property Insured** is in the course of erection, structural alterations or repair or demolition

(d) **Damage** caused by defective design or workmanship or defective materials

(e) **Damage** which commenced prior to the inception of the cover under this Extension

(f) **Damage** cause by or consisting of fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

(g) the amount of the **Excess** stated in the **Schedule** applicable to Subsidence

Provided that:

Insofar as this insurance relates to **Damage** caused by subsidence, ground heave or landslip **You**:

(a) keep the **Property Insured** in good and substantial repair

(b) notify **Us** immediately **You** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site. **We** shall then have the right to vary the terms or cancel the cover provided by this Extension.

Basis of Claims Settlement Clauses

Average

Each item of **Property Insured** under this Section is similarly but separately subject to Average as specified in General Condition 4.

Basis of Settlement

In the event of **Damage** to **Property Insured** by this Section the basis upon which the amount payable will be calculated is as follows:

(a) **Stock** and **Goods** - the cost price of replacing the goods at the time of the **Damage**

(b) deeds, documents and business books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein

(c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **We** will not pay for the value to **You** of the information contained therein or for any expense in connection with the production of information to be recorded therein

(d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property

Section 1: Property Damage
continued

(e) **Personal Effects** not otherwise insured - the cost of repair or replacement at the time of the **Damage**

(f) rent - the loss of rent payable by or to **You** whilst necessary reinstatement or repairs are carried out following **Damage** to the **Buildings** which makes them uninhabitable, subject to the indemnity period as stated in the **Schedule**

(g) **Buildings**, **Computer Equipment**, **Tenants Improvements**, and **General Contents** (other than **Stock**)- subject to the following Special Conditions the basis upon which the amount payable in respect of any item on **Buildings**, **Computer Equipment**, **Tenants Improvements**, or **General Contents** (other than **Stock**) is to be calculated will be the reinstatement of the property subject to **Damage**. For this purpose 'reinstatement' means:

(i) the rebuilding or replacement of property subject to **Damage** which, provided that **Our** liability is not increased, may be carried out:

- in any manner suitable to **Your** requirements
- upon another site

(ii) the repair or restoration of property subject to **Damage** 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 Condition

1. **Our** liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable had the property been wholly destroyed
2. if at the time of any **Damage** the sum insured is less than 85% of the actual reinstatement cost of the **Property Insured** including any additional costs for removal of debris and architects' and surveyors' fees where applicable, **You** will be considered as being **Your** own Insurer for the difference and will bear a proportionate share of the loss.
3. No payment beyond the amount which would have been payable in the absence of this Basis of Settlement will be made:
   - **(a)** unless reinstatement commences and proceeds without unreasonable delay
   - **(b)** until the cost of reinstatement has actually been incurred
   - **(c)** if at the time of **Damage** the **Property Insured** is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
4. All the terms and conditions of the policy shall apply:
   - **(a)** in respect of any claim payable under the provisions of this Clause except in so far as they are varied hereby
   - **(b)** where claims are payable as if this Basis of Settlement had not been incorporated

(h) all other property - the cost of repairing or reinstating the property equal to its condition when new provided that:

(i) this is carried out without delay and in the most economical manner

(ii) until Reinstatement has been completed no payment will be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation.

Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this Section as shown in the **Schedule**.

Designation

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

Section 1: Property Damage
continued

Section 1: Property Damage Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. water (other than loss of metered water as described in this Section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
2. animals and growing crops
3. bullion, furs, explosives or contraband
4. jewellery, precious metals, precious stones or furs except where specifically mentioned in the **Schedule**
5. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **Premises** for which **You** are responsible
6. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
7. property or structures in the course of demolition, construction or erection and materials, equipment or supplies in connection therewith unless specifically mentioned as insured by this Section
8. moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of **Damage** caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
9. property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage
10. **Property Insured** at any **Vacant or Unoccupied Buildings** unless agreed by **Us**
11. **Damage** to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
12. **Damage** caused by or consisting of the bursting of any boiler, economiser (other than a boiler used for domestic purposes only) vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
13. Explosion in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **You** or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus is the subject of a policy or other contract providing the required inspection service
14. **Damage** arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
15. **Damage** by falling trees caused by felling or lopping carried out by **You** or on **Your** behalf
16. **Damage** caused by subsidence, ground heave or landslip
17. **Damage** to **Property Insured**:
    - **(a)** caused by fire resulting from its undergoing any heating process or any process involving the application of heat
    - **(b)** (other than fire or explosion) resulting from its undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair
18. **Damage** caused by or arising from or consisting of:
    - **(a)** collapse or cracking of **Buildings**
    - **(b)** denting or mechanical or electrical defect, failure, breakdown or derangement
    - **(c)** gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, marring or scratching
    - **(d)** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
    - **(e)** any process involving drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, alteration or maintenance of any property
    - **(f)** use of any article contrary to manufacturers' instructions
    - **(g)** change in temperature, colour, flavour or finish

    but this shall not exclude:
    - such **Damage** not otherwise excluded which itself results from a **Defined Peril**
    - subsequent **Damage** which itself results from a cause not otherwise excluded
19. **Damage** caused by or consisting of:
    - **(a)** inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
    - **(b)** wear, tear or depreciation or diminution in value
    - **(c)** faulty or defective workmanship operational error or omission by **You** or any of **Your Employees** but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
20. theft or attempted theft where **You** or any director, partner, **Member** or **Employee** of **Yours** or any member of **Your** family or household be concerned as principal or accessory

Section 1: Property Damage
continued

21. theft or attempted theft unless:
    - (a) involving forcible and violent entry to or exit from a **Building** at the **Premises**
    - (b) involving assault or violence or threat thereof to **You** or any **Member** or any of **Your Employees**
    - (c) as provided for under Section Extension Theft of Fixed Fabric of the Building
22. **Damage** by theft or attempted theft from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:
    - (a) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
    - (b) any property insured by this Section is secured in the locked boot, storage compartment or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot)
    - (c) **Overnight** or after the completion of any **Working Day of the Driver** all windows and other openings have been closed and the **Vehicle** is locked and garaged in a secure building or compound
    - (d) any unattended **Vehicle** in an unattended building (not at the **Premises**) unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
23. **Damage** to **Property Insured** whilst in transit other than as provided for under Section Extension Goods in Transit
24. in respect of **Stock** and **Goods** whilst in transit:
    - (a) **Damage** due to:
        - (i) leakage, spillage, contamination or deterioration
        - (ii) breakage of china, glass or other brittle articles unless caused by fire, theft or an accident involving the **Vehicle**
    - (b) **Damage** resulting from faulty packing or labelling
    - (c) **Damage** to property conveyed in any soft or open topped or soft or open sided **Vehicle** caused by:
        - (i) theft or attempted theft unless caused by or arising from theft or attempted theft of the conveying **Vehicle**
        - (ii) storm or malicious damage
25. **Damage** caused by theft or attempted theft occurring outside **Business Hours** to any till or cash register unless its drawer has been left in an open position
26. any losses, **Damage**, costs or expense of any kind which occurs as a result of interruption of or interference with the **Business** under this Section, except loss of Rent Payable where this is shown as covered in **Your Schedule**
27. losses not directly associated with the incident that caused **You** to claim
28. the **Excess** stated in the **Schedule**.

Section 1: Additional Cover

Money and Assault

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Injury

Bodily Injury by violent and visible means.

Insured Person

You or any of **Your** partners, directors, **Members** or any **Employee** aged between 16 and 70 years.

Loss of Limb

Total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of an entire limb.

Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

Medical Expenses

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.

Money

Negotiable Money and **Non-Negotiable Money** all pertaining to the **Business** and belonging to **You** or which **You** are responsible for.

Negotiable Money

Current currency, uncrossed bankers drafts, postal and money orders, uncrossed cheques, travellers cheques, national savings stamps, bus and rail travel cards and passes, telephone cards, current postage stamps, luncheon vouchers, gift tokens, holiday with pay stamps, trading stamps, premium bonds, savings stamps and National Lottery 'Instants' and other scratch cards.

Non-Negotiable Money

Crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers.

Permanent Total Disablement

Permanent inability to engage in any gainful employment, other than such inability caused by **Loss of Limb** or **Loss of Sight**.

Temporary Partial Disablement

Temporary disablement preventing the **Insured Person** to attend to a substantial and essential part of their usual occupation.

Temporary Total Disablement

Temporary and absolute inability to engage in usual occupation.

Cover

We will pay for physical loss of **Money** as described below occurring within the **Territorial Limits** and subject to the limits stated in the **Schedule**:

(a) loss of **Non-Negotiable Money**

(b) loss of **Negotiable Money**:

- **(i)** in transit, in **Your** personal custody or in the custody of any authorised **Insured Person** or in a bank night safe
- **(ii)** on the **Premises** during **Business Hours**
- **(iii)** on the **Premises** out of **Business Hours** contained in locked safe(s)
- **(iv)** on the **Premises** out of **Business Hours** not contained in locked safe(s)
- **(v)** in **Your** home or in the home of any authorised **Insured Person**

Extensions

The following Extensions apply to this Section.

Credit Cards

We will pay for any amount for which **You** become liable under the terms of issue of any bank charge credit debit or cash card issued and used only in connection with the **Business** following fraudulent use by any unauthorised person within the **Territorial Limits**.

Provided that **You** report the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.

Our liability will not exceed £5,000 in any one **Period of Insurance**.

Safes

We will pay the cost of repair or replacement as a result of **Damage** following theft or attempted theft of **Money** to any:

(a) safe or strongroom

(b) postal franking machine

(c) security case, bag or waistcoat used to carry **Money**.

Section 1: Additional Cover

Money and Assault
continued

Conditions

The following Conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

Accompaniment Condition

It is a condition precedent to **Our** liability that whenever **Negotiable Money** is in transit:

(a) the **Negotiable Money** must be accompanied by not less than:

- **(i)** two responsible **Insured Persons** when in excess of £3,000
- **(ii)** three responsible **Insured Persons** when in excess of £6,000

(b) the time of the day and the routes taken must be varied

unless otherwise agreed by **Us** in writing or amended by Endorsement to this Section as specified in the **Schedule**.

Records

It is a condition precedent to **Our** liability that **You** keep a complete record of all **Money** held by **You** and deposit that record in a secure place other than in a safe or strongroom containing **Money**.

Safe Keys and Combination Codes

It is a condition precedent to **Our** liability that outside **Business Hours**:

(a) any safe will be securely locked

(b) any key and records of a code to the safe will be removed from the **Premises**.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. clerical or accounting errors or shortages due to error or omission
2. any loss due to the fraud or dishonesty of any director, partner, official, **Member** or **Employee**
3. loss caused by dishonoured cheques or by the use of counterfeit **Money**
4. loss from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle**
5. loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the **Schedule**
6. **Damage** caused by theft or attempted theft occurring outside **Business Hours** to any till or cash register unless its drawer has been left in an open position containing no **Money**
7. loss of **Money** belonging to the Post Office
8. the **Excess** stated in the **Schedule**.

Special Extension - Personal Assault

Cover

We will pay **You** and **Your** legal representative in the event of **Injury** to any **Insured Person** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** and such **Injury** directly and independently of any other cause results within twenty four months in:

1. Death
2. **Loss of Limb**
3. **Loss of Sight**
4. **Permanent Total Disablement**

Our liability will not exceed £25,000.

5. **Temporary Total Disablement**

Our liability will not exceed £250 per week.

6. **Temporary Partial Disablement**

Our liability will not exceed £62.50 per week.

Section 1: Additional Cover

Money and Assault

continued

Extensions

The following Extensions apply to this Special Extension.

Counselling Costs

If any **Insured Person** sustains **Injury** consequent upon robbery or hold up or any attempt thereat in the course of the **Business We** will pay the fees for professional counselling when recommended by a qualified medical practitioner.

Our liability will not exceed:

(a) £1,000 any one **Insured Person** in total for all claims or series of claims, arising out of any one original cause; and

(b) £5,000 in total for all **Insured Persons** and in total for all claims or series of claims, arising out of any one original cause.

Medical Expenses

If an **Insured Person** incurs medical expenses as a result of **Injury** consequent upon robbery or hold up or any attempt thereat in the course of the **Business We** will pay up to £1,000 in respect of any one **Insured Person**.

Personal Effects

We will pay for **Damage** to clothing and personal effects belonging to an **Insured Person** as a direct result of robbery or hold up or any attempt thereat in the course of the **Business**.

Our liability will not exceed £500 in respect of any one **Insured Person**.

Special Conditions

The following Conditions apply to this Special Extension, in addition to the General Conditions and Claims Conditions at the front of this policy.

Compensation Payment

(a) Compensation will not be payable for more than one of the following Death, **Loss of Limb**, **Loss of Sight**, **Permanent Total Disablement**, in respect of any one **Insured Person**.

(b) Compensation will not be payable for **Temporary Total Disablement**:

- **(i)** until the end of the period of disablement but **We** will on request make interim payments at intervals of not less than four weeks
- **(ii)** for more than 104 weeks from the date of sustaining **Injury** in respect of any one **Injury**.

(c) The total amount payable as compensation for **Temporary Total Disablement** will be deducted from any subsequent compensation payment for Death, **Loss of Limb**, **Loss of Sight**, **Permanent Total Disablement** that follows from the same cause

(d) The total amount payable as compensation for **Temporary Total Disablement** or **Temporary Partial Disablement** or a combination thereof is payable for a maximum of 104 weeks from the date of commencement of the first of these injuries to occur

(e) Compensation for **Temporary Total Disablement** or **Temporary Partial Disablement** shall be payable when the total amount has been agreed or at **Your** request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any **Injury** by **Us**

(f) Compensation for **Temporary Partial Disablement** is payable at a rate of 25% of the amount payable as compensation for **Temporary Total Disablement**.

Medical Evidence

(a) In the event of any disablement the **Insured Person** will place themselves under the care of a qualified medical practitioner and as often as required submit to a medical examination on **Our** behalf at **Our** expense

(b) In the event of Death of an **Insured Person We** will be entitled to have a post mortem examination at **Our** expense

(c) All certificate, information and evidence required by **Us** will be furnished at **Your** expense and in the form and nature as **We** require.

Exclusions

The following Exclusions apply to this Special Extension in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. illness or disease not resulting from **Injury** or suffering from **Injury** due to any gradually operating cause
2. Death or disablement arising from or attributable to intentional self-injury, provoked assault or wilful exposure to needless peril (except in an attempt to save human life)
3. Death or disablement contributed to or accelerated by the influence of intoxicating liquor or drugs taken by the **Insured Person** (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise).

Section 2: Specified All Risks

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Groundsmanship Trailers

Vehicle Trailers and contents therein and thereon, including Agricultural, Horticultural and Gardening Equipment.

Property/Property Insured

Property belonging to **You** or for which **You** are legally responsible described in the **Schedule**.

Territorial Limits

(a) Premises – at the **Premises** or any other location described in the **Schedule**

(b) United Kingdom – anywhere within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Cover

We will pay for **Damage** to **Property Insured** specified in the **Schedule**, whilst within the **Territorial Limits** specified in the **Schedule** as applicable to the **Property Insured** and occurring during the **Period of Insurance**.

Extensions

The following Extensions apply to this Section.

Index Linking

The sum insured specified in the **Schedule** will be adjusted at monthly intervals in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any **Damage** if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the **Period of Insurance** but at the end of the period **We** will calculate the renewal premium based on the revised sum insured.

Data Processing and Ancillary Equipment

The insurance provided by this Section 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.

Non-invalidation

The insurance by this Section, other than in respect of **Damage** by theft or any attempt thereat, will not be invalidated by any act or omission or by any alteration unknown to **You** and beyond **Your** control whereby the risk of **Damage** is increased provided that as soon as **You** become aware of any such act or omission or alteration **You** will give immediate written notice to **Us** and pay any additional premium required.

Subrogation Waiver

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

(a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**

(b) any company which is a Subsidiary of a Parent Company of which **You** are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**.

Vending Machines

In respect of any vending machine specified in the **Schedule**, the insurance provided by this Section extends to include the contents (other than cash) of such machine provided that:

(a) **Damage** to such contents occurs at the same time as **Damage** to the machine itself; and

(b) **Our** liability will not exceed £100 any one occurrence.

Basis of Settlement Clauses

Average

Each item of **Property** insured under this Section is similarly but separately subject to Average as specified in General Condition 4.

Basis of Claims Settlement

Reinstatement

In the event of **Damage** to **Property Insured** the basis upon which the amount payable will 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 **Our** liability is not increased, may be carried out:

- **(i)** in any manner suitable to **Your** requirements
- **(ii)** upon another site

(b) the repair or restoration of **Property** subject to **Damage** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Section 2: Specified All Risks
continued

Special Condition

1. **Our** liability for the repair or restoration of **Property** which is only partially damaged will not exceed the amount which would have been payable had such **Property** been wholly destroyed.
2. 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 has actually been incurred
   - **(c)** if at the time of **Damage** the **Property** is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.
3. All the terms and conditions of the policy shall apply:
   - **(a)** In respect of any claim payable under the provisions of this Clause except in so far as they are varied hereby
   - **(b)** where claims are payable as if this Clause had not been incorporated.
4. This basis of settlement does not apply to **Vehicles** or their accessories.

Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured shown in **Your Schedule** for any one item adjusted in accordance with Index Linking.

Conditions

The following Conditions apply to this Extension, in addition to the General Conditions and Claims Conditions at the front of this policy.

Vehicle Protections

Whenever **Property Insured** is left in unattended **Vehicles**, **You** 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.

Groundsmanship Trailer Protections

Whenever **Groundsmanship Trailers** are left unattended **You** must ensure that:

- **(a)** the trailer is secured by means of a hitch-lock, and contents within the trailer are secured to the trailer by means of a steel security cable loop and padlock
- **(b)** if left unattended attached to a **Vehicle**, such **Vehicle** must be securely locked with the windows closed shut
- **(c)** if left unattended between the hours of 2100 to 0700, they must be stored within a secure location that has been referred to and approved by the **Us**.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. **Damage** caused by or consisting of:
   - **(a)** wear, tear, depreciation or diminution in value
   - **(b)** inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
   - **(c)** faulty or defective workmanship, operational error or omission on the part of **You** any **Member** or any of **Your Employees**
   - **(d)** denting, mechanical or electrical defect, failure, breakdown or derangement
   - **(e)** any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, marring or scratching
   - **(f)** any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
   - **(g)** use of any article contrary to manufacturers' instructions
   - **(h)** Storm or flood in respect of:
     - **(i)** Club Bags, Cups and Trophies
     - **(ii)** Portable Electronic Equipment

     unless the property is contained in an enclosed vehicle or in a building
   - **(i)** change in temperature, colour, flavour, texture or finish
2. **Damage** to **Property Insured** caused by its undergoing any process involving the application of heat
3. **Damage** suffered by **you** as a result of being deceived into knowingly party with **Property**
4. **Damage** to the **Property Insured** caused by theft or attempted theft of such **Property** from unattended **Vehicles** unless such **Vehicle** is protected as described under the Vehicle Protections Condition of this Section
5. **Damage** to **Groundsmanship Trailers** and/or contents caused by theft or attempted theft of such **Property** whilst left unattended unless such trailers and equipment are protected as described under the Groundsmanship Trailers Protections Condition of this Section
6. **Damage** not occurring within the **Territorial Limits**
7. the **Excess** stated in the **Schedule**.

Section 3: Liabilities

Employers' Liability

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Compensation

Damages including interest.

Costs and Expenses

(a) Claimants' legal costs for which **You** are legally liable

(b) all costs and expenses incurred with **Our** written consent in defending any claim

(c) the solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Offshore Installation

Any:

(a) installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation

(b) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity

(c) pipe or system of pipes in the sea or tidal waters

(d) accommodation installation for persons who work on or from the locations specified above.

Cover

We will indemnify **You** against:

1. legal liability to pay **Compensation** to any **Employee**

and

2. Costs and Expenses

in respect of **Bodily Injury** caused in the course of the **Business**:

(a) during the **Period of Insurance**

(b) within the **Territorial Limits**

(c) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**.

Limit of Indemnity

Our liability to pay **Compensation** and **Costs and Expenses** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Indemnity stated in the **Schedule**.

Extensions

The following Extensions apply to this Section.

Contractual Liability

Liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement will be the subject of indemnity under this Section provided that:

(a) **We** shall retain sole conduct and control of all claim

(b) **You** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply.

We will not indemnify any person or entity falling within the definition of the **Policyholder** other than **You** for any contractual liability, unless such liability would have attached in the absence of any contract or agreement.

Corporate Manslaughter and Corporate Homicide Act 2007

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

(a) legal costs and expenses incurred with **Our** prior written consent and

(b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death to an **Employee** happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:

(i) **Our** liability will not exceed £5,000,000 during any one **Period of Insurance**

(ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**

(iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section

(iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

Section 3: Liabilities

Employers' Liability
continued

We will not be liable for:

(a) any fines or penalties or the cost of implementing any remedial order or publicity order

(b) an appeal against any fines penalties remedial order or publicity order

(c) any costs incurred which result from the failure to comply with any remedial order or publicity order

(d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success

(e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee** of **Yours**

(f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance

(g) costs and expenses in connection with the defence of any criminal proceedings brought in any country other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Court Attendance Compensation

We will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

(a) **You**, any director or business partner £750

(b) any **Employee** £250

(c) any **Member** £150

Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

Health and Safety at Work etc. Act 1974

We will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for:

(a) fines or penalties of any kind

(b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission

(c) costs and expenses insured by any other policy.

Indemnity to Other Persons

We will at **Your** request indemnify:

(a) any of **Your** directors, partners, **Members** or **Employees**

(b) any officer, committee member, **Member** or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services

(c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work

(d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work

(e) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You** provided that:

(i) any person is not entitled to be paid under any other insurance

(ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply

(iii) **We** will retain the sole conduct and control of any claim

(iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Indemnity stated in the **Schedule**.

Unsatisfied Court Judgements

If any **Employee** or their personal representative obtains a judgement from a court within the **Territorial Limits** for damages for **Bodily Injury** against any company or individual operating from premises within the **Territorial Limits** and that judgement remains unpaid in whole or in part for more than six months after the date of the award **We** will pay at **Your** request the amount of any unpaid damages and awarded costs to the **Employee** or their personal representative.

Provided that:

(a) the **Bodily Injury**:

- **(i)** is caused during the **Period of Insurance**
- **(ii)** arises out of and in the course of employment in the **Business**

(b) there is no appeal outstanding

(c) if a payment is made the **Employee** or their personal representative will assign the judgement to **Us**.

Section 3: Liabilities

Employers' Liability
continued

Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

Certificate of Employers' Liability Insurance

If this policy or this Section is cancelled then any Certificate of Employers' Liability insurance issued by **Us** is deemed to be cancelled at the same time.

Discharge of Liability

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

(a) the amount of the Limit of Indemnity or

(b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

Our Right of Recovery

The insurance provided by this Section is deemed to be in accordance with any law relating to compulsory insurance or liability to **Employees** whilst employed in the **Territorial Limits** but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

We will not be liable under this Section in respect of:

1. **Bodily Injury** to any **Employee** arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. **Bodily Injury** to any **Employee** working in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
3. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
4. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
5. **Bodily Injury** to any **Employee** working in or on:
   - **(a)** docks, harbours or railways
   - **(b)** watercraft
   - **(c)** chemical or petrochemical works, oil or gas refineries or storage facilities
   - **(d)** aircraft, airports or airfields
   - **(e)** power stations
   - **(f)** nuclear power stations
   - **(g)** any installation where nuclear processing is undertaken
   - **(h)** towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines or collieries.

Section 3: Liabilities

Public and Products Liability

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Communicable Disease

(a) Coronavirus being:

- **(i)** any coronavirus; or
- **(ii)** any disease caused by any coronavirus; or
- **(iii)** any mutation or variation of any coronavirus or of any disease caused by any coronavirus.

(b) Any other infectious disease in humans which has been determined or declared to:

- **(i)** constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
- **(ii)** an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

Compensation

Damages including interest.

Clean Up Costs

(a) Testing for or monitoring of **Pollution or Contamination**

(b) The costs of **Remediation** required by any **Enforcing Authority** to a standard reasonably achievable by the methods available at the time that such **Remediation** commences.

Costs and Expenses

(a) Claimants' legal costs for which **You** are legally liable

(b) All costs and expenses incurred with **Our** written consent in defending any claim

(c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Electronic Data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programs, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **Territorial Limits**.

Financial Loss

A pecuniary loss, cost or expense incurred by any person other than **You** or any partner, director or **Employee** of **Yours**.

Offshore Installation

Any:

(a) installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation

(b) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity

(c) pipe or system of pipes in the sea or tidal waters

(d) accommodation installation for persons who work on or from the locations specified above.

Remediation

Remedying the effects of **Pollution or Contamination** including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Cover

We will indemnify **You** against:

1. legal liability to pay **Compensation**

and

2. Costs and Expenses

in respect of:

(a) accidental **Bodily Injury** to any person

(b) **Damage** to material property

(c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light air or water

(d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

occurring in connection with the **Business**:

(i) during the **Period of Insurance**

(ii) within the **Territorial Limits**

Section 3: Liabilities

Public and Products Liability
continued

(iii) within any member country of the European Union in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners **Members** or **Employees** normally resident within the **Territorial Limits**

(iv) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners **Members** or **Employees** normally resident within the **Territorial Limits**, provided such journey or visit is not for the purpose of performing manual work

(v) anywhere in the world caused by **Products**.

Limit of Indemnity

Our liability to pay **Compensation** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Indemnity stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

Extensions

The following Extensions apply to this Section.

Car Park Liability

We will indemnify **You** in respect of legal liability for **Damage** to the vehicles of visitors or guests (including contents or accessories therein or thereon lost, destroyed or damaged at the same time as the vehicle) left in any car park at the **Premises**.

Provided that :

(a) such car park is not used by **You** for any purpose other than the business described in the **Schedule**

(b) **We** shall not be liable for **Damage** more specifically insured under any other insurance

Our liability in respect of any one vehicle (including contents and accessories) will not exceed the Limit of Indemnity shown in the **Schedule**.

Consumer Protection and Food Safety Acts

We will indemnify **You** and at **Your** request any of **Your** directors, **Your** partners, **Members** or **Employees** against costs and expenses incurred with **Our** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of:

(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 in the course of the **Business** during the **Period of Insurance**.

We will not be liable for:

(a) the payment of fines or penalties

(b) proceedings or appeals in respect of any deliberate act or omission

(c) costs and expenses insured by any other policy.

Contingent Motor Liability

Notwithstanding Exclusion 2(b) **We** will indemnify **You** in respect of liability arising out of the use in the course of the **Business** of any vehicle not belonging to or provided by **You**.

Provided **We** will not be liable:

(a) for **Damage** to such vehicle or to goods being carried

(b) for **Bodily Injury** to any person or loss of property arising while the vehicle is being driven by **You** or by any person who to **Your** knowledge does not hold a licence to drive such vehicle

(c) in respect of liability more specifically insured under any other insurance

(d) in respect of liability arising outside the **Territorial Limits**.

Contractual Liability

Liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement will be the subject of indemnity under this Section provided that:

(a) **We** shall retain sole conduct and control of all claim

(b) **You** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply.

We will not indemnify any person or entity falling within the definition of the **Policyholder** other than **You** for any contractual liability, unless such liability would have attached in the absence of any contract or agreement.

Corporate Manslaughter and Corporate Homicide Act 2007

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

(a) legal costs and expenses incurred with **Our** prior written consent and

(b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of death to any person other than an **Employee** happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:

(i) **Our** liability will not exceed £5,000,000 or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance**

(ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**

Section 3: Liabilities

Public and Products Liability
continued

(iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section

(iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

We will not be liable for:

(a) any fines or penalties or the cost of implementing any remedial order or publicity order

(b) an appeal against any fines, penalties, remedial order or publicity order

(c) any costs incurred which result from the failure to comply with any remedial order or publicity order

(d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success

(e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee** of **Yours**

(f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance

(g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**.

Court Attendance Compensation

We will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

(a) **You**, any director or business partner £750

(b) any **Employee** £250

(c) any **Member** £150

Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

Defective Premises Act 1972

We will indemnify **You** in respect of liability incurred by **You** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **You**.

We will not be liable:

(a) for the cost of repairing or rectifying any defect or alleged defect in such buildings

(b) in respect of liability more specifically insured under any other insurance.

Environmental Clean Up Costs

We will indemnify **You** in respect of all sums including statutory debts that **You** are legally liable to pay in respect of **Clean Up Costs** arising from environmental **Damage** caused by **Pollution or Contamination** where such liability arises under an environmental directive, statute or statutory instrument.

Provided that:

(a) liability arises from **Pollution or Contamination** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution or Contamination** which arises out of one incident will be deemed to have occurred at the same time such incident takes place

(b) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

(c) **We** will not provide indemnity:

(i) in respect of **Clean Up Costs** for **Damage** to **Your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control

(ii) for **Damage** connected with pre-existing contaminated property

(iii) for **Damage** caused by a succession of several events where such individual event would not warrant immediate action

(iv) in respect of the removal of any risk of an adverse effect on human health on **Your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control

(v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time **Remediation** commences

(vi) in respect of costs for prevention of imminent threat of environmental **Damage** where such costs are incurred without there being **Pollution or Contamination** caused by a sudden, identifiable, unintended and unexpected incident

Section 3: Liabilities

Public and Products Liability

continued

(vii) for **Damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns

(viii) in respect of costs for the reinstatement or reintroduction of flora or fauna, natural habitats or species

(ix) for **Damage** caused deliberately or intentionally by **You** or where **You** have knowingly deviated from environmental protection rulings or where **You** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **You** are responsible

(x) in respect of fines or penalties of any kind

(xi) for **Damage** caused by the ownership or operation on **Your** behalf of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water

(xii) for **Damage** which is covered by a more specific insurance policy

(xiii) for **Damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed

(xiv) for **Damage** caused by disease in animals belonging to or kept or sold by **You**.

Our liability will not exceed £100,000 for any one occurrence and in the aggregate in any one **Period of Insurance** inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

General Data Protection Regulations

We will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

(a) the payment of fines and penalties

(b) the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the Limit of Indemnity stated in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of all **Costs and Expenses**.

Health and Safety at Work etc. Act 1974

We will indemnify **You** and at **Your** request, any director, partner, **Member** or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for:

(a) fines or penalties of any kind

(b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission

(c) costs and expenses insured by any other policy.

Indemnity to Other Persons

We will at **Your** request indemnify:

(a) any of **Your** directors, partners, **Members** or **Employees**

(b) any officer, committee member, **Member** or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services

(c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work

(d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work

(e) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You**.

Provided that:

(i) any person is not entitled to be paid under any other insurance

(ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply

(iii) **We** will retain the sole conduct and control of any claim

(iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Indemnity stated in the **Schedule**.

Legionella

Section Exclusion 9 will not apply to any discharge release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

All **Pollution or Contamination** which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like will be deemed to have occurred on the date that **You** first become aware of circumstances which have given rise to such **Pollution or Contamination**.

This indemnity only applies to claims first made against **You** during the **Period of Insurance** or within 30 days after the expiry of the **Period of Insurance**. **You** shall give notice in writing to **Us** immediately on becoming aware of circumstances which have given or may give rise to a claim under this Extension.

Section 3: Liabilities

Public and Products Liability
continued

We will not be liable:

(a) if before the current **Period of Insurance You** had become aware of circumstances which have or may give rise to such **Pollution or Contamination**

(b) if **You** have failed to comply with the Health and Safety Executives Approved Code of Practice – Legionnaires Disease: The control of legionella bacteria in water systems – or any subsequent amending Code of Practice.

It is a condition precedent to **Our** liability that **You** keep records evidencing compliance for **Our** inspection or produce copies of such records immediately on request.

Our liability will not exceed £500,000 for any one occurrence and in the aggregate in any one **Period of Insurance** inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Libel and Slander

We will indemnify **You** for claims made during the **Period of Insurance** arising from any act of libel or slander committed in good faith by **You** during the **Period of Insurance** in the course of the **Business** provided that **Our** liability will apply solely to **Your** in house publications including websites and trade publications.

Our liability will not exceed £250,000 in any one **Period of Insurance**.

Member to Member Liability

We will indemnify any **Member** of **Your** sports or social organisations in respect of liability for accidental **Bodily Injury** or **Damage** to property sustained by fellow members of such organisations while engaged in the activities of such organisations.

Overseas Personal Liability

We will indemnify **You** or at **Your** request any director, partner, **Member** or any **Employee** or spouse of such person in respect of any amount for which they will be legally liable incurred in a personal capacity whilst temporarily outside the **Territorial Limits** in connection with the **Business**.

Provided that this indemnity shall not apply in respect of:

(a) ownership or occupation of land and buildings

(b) liability more specifically insured under any other insurance.

Products Financial Loss Extension

We will indemnify **You** in respect of legal liability for **Compensation** and **Costs and Expenses** in respect of **Financial Loss** first made against **You** during the **Period of Insurance**.

Where more than one claim arises out of one original cause, all claims will be deemed to have been made at the point in time when the first claim was made in writing against **You**.

Our liability in respect of all claims made against **You** during any one **Period of Insurance** including **Costs and Expenses** will not exceed £2,000,000.

In respect of this Extension **We** will not be liable for:

(a) **Bodily Injury** to any person

(b) **Damage** to property

(c) nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water

(d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

(e) liability caused by or arising from:

- **(i)** actual or alleged breach of duty, breach of trust, contract neglect, misstatement, misleading statement or other act of fraud or dishonesty done or wrongfully attempted by **You** or any director or officer of **Yours** in his / her capacity as such
- **(ii)** libel, injurious falsehood, slander of title and slander of goods, negligent statement, slander
- **(iii)** violation of copyright laws, breach of confidentiality, any infringement, use or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret
- **(iv)** the non-performance, non-completion or delay in completion of any contract or agreement
- **(v)** the cost of removal, repair, recovery, alteration, replacement, demolition, breaking out, dismantling, making good or recall of any materials goods or other property supplied, installed or erected by **You** or on **Your** behalf
- **(vi)** any deliberate act or omission by or on behalf of **You**
- **(vii)** the storage, processing or transmission of computer data by or on behalf of **You**

(f) any claim which arises out of any circumstances notified to previous insurers or circumstances known to **You** at the inception of this Extension which may give rise to a claim

(g) any claim brought against **You** in a court outside the **Territorial Limits**

You shall be responsible for the first 10% of **Compensation** and **Costs and Expenses** payable in respect of each and every claim made against **You** subject to a minimum contribution of £500 in respect of each and every claim.

Property in Your Custody and Control

We will indemnify **You** in respect of legal liability for **Damage** to premises including fixtures and fittings leased, hired or rented to **You** or those in **Your** custody and control.

We will not be liable for legal liability under a contract unless legal liability would have attached to **You** in the absence of such contract.

Section 3: Liabilities

Public and Products Liability
continued

Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

Discharge of Liability

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

(a) the amount of the Limit of Indemnity or

(b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

We will not be liable under this Section in respect of:

1. **Bodily Injury** to any **Employee** arising out of and in the course of their employment in the **Business**
2. **Bodily Injury** or **Damage** arising from the ownership, possession or use by **You** or on **Your** behalf of:
   - **(a)** any aircraft, aerospatial device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
   - **(b)** any mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability arising from:
     - **(i)** the use of plant as a tool of the trade on site or at the **Premises**
     - **(ii)** in respect of the loading or unloading of such vehicle; or
     - **(iii)** the movement of any such vehicle not the property of **You** which is interfering with the performance of the **Business**

     but this indemnity shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle
3. **Damage** to:
   - **(a)** property owned by or leased, hired or rented to **You** other than as insured under Property in Your Custody or Control Extension of this Section
   - **(b)** property belonging to **You** or held in **Your** care, custody or control other than:
     - **(i)** personal property of directors, partners, **Members** or **Employees**
     - **(ii)** the property of customers or visitors temporarily on or about the **Premise**
     - **(iii)** as insured under Property in Your Custody or Control Extension
4. **Products** other than:
   - **(a)** food or beverages for consumption on the **Premises** by **Your** directors, partners, **Employees** or visitors
   - **(b)** the disposal of furniture and office equipment originally intended solely for use by **You** in connection with the **Business** and which is no longer required for that purpose
5. **Damage** to **Products** or the cost of making good or recalling such **Products** or the cost of rectifying defective work
6. **Damage** to property which **You** or any of **Your Employees** are or have been working on

Section 3: Liabilities

Public and Products Liability

continued

7. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
8. liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
9. liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
   - **(a)** all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
   - **(b)** **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**
   - **(c)** this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories
10. liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories
11. liability arising in connection with any visits to or work on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
12. **(a)** exposure to
    - **(b)** inhalation of
    - **(c)** fears of the consequences of exposure to or inhalation of
    - **(d)** the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **Asbestos** including any products containing **Asbestos**
13. liability directly or indirectly caused by or consisting of or arising from:
    - **(a)** authorised or unauthorised transmission of **Electronic Data**
    - **(b)** the content of any website, **Your** email, intranet or extranet
    - **(c)** erasure, loss, distortion, corruption or alteration of **Electronic Data** or any loss of use resulting in reduction of functionality
    - **(d)** failure of electronic, electromechanical data processing or electronically controlled equipment or **Electronic Data** to correctly recognise any given date or to process data or to operate properly due to a failure to recognise any given date
14. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
15. **Bodily Injury** or **Damage** to property caused by or in connection with any work on or in:
    - **(a)** docks, harbours or railways
    - **(b)** watercraft
    - **(c)** chemical or petrochemical works, oil or gas refineries or storage facilities
    - **(d)** aircraft, airports or airfields
    - **(e)** power stations
    - **(f)** nuclear power stations
    - **(g)** any installation where nuclear processing is undertaken
    - **(h)** towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines or collieries
16. **Products** which with **Your** knowledge are exported directly or indirectly to the United States of America or Canada
17. any **Products** which with **Your** knowledge are used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
18. any **Products** which with **Your** knowledge are to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle
19. liability caused by or arising from **Products** where the action is brought against **You** in any country not being a member of the European Union where **You** have a branch or a parent or a subsidiary company or are represented by a person or company holding **Your** Power of Attorney
20. **Bodily Injury** or **Damage** arising directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**
21. the **Excess** stated in the **Schedule**.

Section 4: Personal Accident

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Additional Insured Person

An individual who is not a member of the emergency services whilst engaged in trying to save the life of an **Insured Person**.

Benefit

The sum or sums of money that **We** have agreed to pay as shown in the **Schedule**.

Capital Benefit

A **Benefit** that is not payable at a weekly rate.

First Aid Expenses

Expenses necessarily incurred by the **Insured Person** or **You** on behalf of the **Insured Person** for immediate and urgent treatment due to the **Insured Person** having sustained **Injury** which results in a valid claim for any of the **Benefits** for **Insured Events 1.** Death or **7. Permanent Total Disablement**, or any **Insured Event** under **Permanent Partial Disablement**.

Hospital

Any National Health Service Trust or registered private Hospital in the **Territorial Limits** 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**.

Injury

Bodily injury caused by:

(a) accidental violent external and visible means

(b) unavoidable exposure to the elements

(c) accidental drowning, gassing or poisoning

occurring within 12 months from the date of the accident causing the Injury.

Insured Events

1. Death
2. **Loss of Hearing**
3. **Loss of Internal Organ**
4. **Loss of Limb**
5. **Loss of Sight**
6. **Loss of Speech**
7. **Permanent Total Disablement**
8. **Temporary Total Disablement**

Insured Person

Any **Member** , player, umpire, scorer, official or coaching staff of the insured County Cricket Board, Association or League aged less than 85.

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 Persons** lifetime and at the end of that period in the opinion of an independent **Qualified Medical Practitioner** 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:

(a) by physical separation

(b) of use

of a hand, arm, leg or foot.

Loss of Sight

Total and permanent loss of sight which will be considered as having occurred:

(a) in both eyes if the **Insured Persons** name has been added to the Register of Blind Persons maintained by the government on the authority of a fully qualified ophthalmic specialist; or

(b) in one eye if the degree of sight remaining after correction is either:

- **(i)** 3/60 or less on the Snellen Scale
- **(ii)** between 3/60 and 6/60 on the Snellen Scale

Section 4: Personal Accident
continued

The maximum amount payable:

(a) in respect of **(a)** will not exceed the Loss of Sight **Benefit** as shown in the **Schedule**

(b) in respect of:

- **(b) (i)** 100% of the Loss of Sight **Benefit** as shown in the **Schedule**
- **(b) (ii)** 10% of the Loss of Sight **Benefit** as shown in the **Schedule**.

Loss of Speech

Total and permanent loss of the ability to speak or communicate verbally.

Medical Expenses

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a **Qualified Medical Practitioner** and any hospital, nursing home or ambulance charges.

Operative Time of Cover

Whilst the **Insured Person** is at any ground or premises in the **Territorial Limits** where **You** have agreed a fixture, organised training or other official County Cricket Board, Association or League activity, including travel directly to and from such activities.

Permanent Partial Disablement

Insured Events 2. Loss of Hearing, 3. Loss of Internal Organ, 4. Loss of Limb, 5. Loss of Sight and 6. Loss of Speech.

Permanent Total Disablement

Disablement other than **Loss of Sight, Loss of Hearing, Loss of Speech, Loss of Limb or Loss of Internal Organ** which:

(a) entirely prevents the **Insured Person** from engaging in or attending to their usual business, profession or occupation of each and every kind

(b) lasts for more than 12 months from the date of the accident

(c) is beyond hope of improvement.

Permanent Total Disablement – Continental Scale of Compensation

Compensation under **Permanent Total Disablement** is extended to include the following **Benefit** subject to a maximum total of 100% in the aggregate:

1. **Permanent Total Disablement** 100%

2. Permanent loss by physical separation of:

- **(a)** one thumb:
  - **(i)** both phalanges 30%
  - **(ii)** one phalanx 15%
- **(b)** one index finger:
  - **(i)** three phalanges 20%
  - **(ii)** two phalanges 13%
  - **(iii)** one phalanx 6%
- **(c)** one other finger:
  - **(i)** three phalanges 10%
  - **(ii)** two phalanges 6%
  - **(iii)** one phalanx 3%
- **(d)** one great toe:
  - **(i)** two phalanges 15%
  - **(ii)** one phalanx 7.5%
- **(e)** one other toe:
  - **(i)** three phalanges 5%
  - **(ii)** two phalanges 3%
  - **(iii)** one phalanx 1.5%

3. Permanent total loss of use of:

- **(a)** Shoulder or Elbow 25%
- **(b)** Wrist, Hip, Knee or Ankle 20%

4. Removal by Surgical Operation of Lower Jaw 30%

5. Sickness resulting in **Loss Of Sight** or **Permanent Total Disablement** by Paralysis 20%

which the **Insured Person** has survived for at least one month from the date of the occurrence.

In the event of Partial loss for 2 above proportionately lower percentage of compensation will be payable.

Physiotherapy Treatment

The treatment of **Injury** by physical manipulation, massage, remedial exercise and/or the application of heat, light, Ultraviolet or Infra Red Rays, Electrical Current or Ultrasound waves by a qualified physiotherapist.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practice medicine, ophthalmology, or dentistry under the laws of the country in which they practice and who is not:

(a) an **Employee** of **Yours**; or

(b) the **Insured Person**; or

(c) the Spouse of the **Insured Person**; or

(d) a member of the immediate family of the **Insured Person**.

Temporary Total Disablement

Disablement which completely prevent the **Insured Person** from performing each and every function of their **Usual Occupation**.

Usual Occupation

The tasks, duties and other functions which the **Insured Person's** employer normally pays the **Insured Person** to perform in connection with their employment.

Section 4: Personal Accident
continued

Weekly Benefit

The amount shown in the Scale of Compensation that **We** will pay to **You** for each complete working week, during any period of **Temporary Total Disablement** of an **Insured Person**.

Cover

Standard Cover

Where Standard Cover is shown as operative in the **Schedule** Covers 1 to 3 will apply in accordance with the Standard Cover Scale of Compensation specified in the **Schedule**.

Gold Cover

Where Gold Cover is shown as operative in the **Schedule** Covers 1 to 12 will apply in accordance with the Gold Cover Scale of Compensation specified in the **Schedule**.

1. Personal Accident

   We will pay **You** the **Benefit** if any **Insured Person** sustains **Injury** during the **Period of Insurance** and **Operative Time of Cover** which solely, directly and independently of any other cause results in one of the **Insured Events**.

2. Dental/Optical Treatment - cost of repair/replacement of broken/cracked spectacles or dentures

   We will pay for any dental or optical treatment expenses and/or the cost of repair/replacement of broken/cracked spectacles or dentures reasonably incurred by an **Insured Person** in direct connection with any accident occurring during the **Period of Insurance** whilst engaging in Club activities.

   We will not pay for the replacement or repair of contact lenses or property otherwise insured.

   Our liability will not exceed the amount specified in the **Schedule** in respect of any one accident.

3. Hospitalisation Benefit

   If as a result of having sustained **Injury** an **Insured Person** is admitted to **Hospital** as an in-patient for a period of not less than 24 hours on the recommendation of the **Insured Persons** own general practitioner or an appropriate doctor attached to the **Hospital**, **We** will pay **You** up to the amount specified in the **Schedule**.

4. Additional Insured Persons

   The following **Additional Insured Persons** are covered by this Section provided they are not insured elsewhere under this policy.

   The maximum amount payable for **Additional Insured Persons** is £300,000 in respect of any one Loss.

   Members of the Public Rendering Assistance

   If within the **Period of Insurance** an individual who is not a member of the emergency services whilst trying to save the life of an **Insured Person** sustains **Injury** which, within twelve (12) months solely, directly and independently of any other cause results in Death, **Permanent Partial Disablement** or **Permanent Total Disablement We** will at **Your** request pay the following sum to each such individual or their legal representatives:

   (a) Death £30,000

   (b) **Permanent Partial Disablement** £30,000

   (c) **Permanent Total Disablement** £30,000

5. Bereavement Counselling

   If within the **Operative Time of Cover** an **Insured Person** or **Additional Insured Person** sustains **Injury** resulting in Death **We** will indemnify **You** for fees charged by a bereavement counsellor registered with the British Association for Counselling and Psychotherapy for up to five one hour sessions of bereavement counselling for the Spouse and/or Dependant Adult and/or Dependant Child(ren) of the **Insured Person** where such counselling is on the medical advice of a **Qualified Medical Practitioner**.

   Our liability will not exceed £2,000 in respect of any one **Insured Person**.

6. First Aid Expenses

   We will pay up to a maximum of:

   (a) £25,000 for **First Aid Expenses** in respect of any one **Insured Person**

   (b) £1,000 in respect of:

   (i) a workplace defibrillator following **Damage**

   (ii) its consumables which require replacement

   arising solely as a consequence of use whilst trying to save the life of an **Insured Person**.

7. Fracture Benefit

   If within the **Operative Time of Cover** an **Insured Person** sustains **Injury** resulting in a break to the full thickness of a bone that does not result in a claim payment under any other **Benefit** of this Section **We** will pay for fracture of the:

   (a) hip or pelvis (excluding coccyx or thigh) £1,000

   (b) femur or heel £750

   (c) skull (excluding jaw and nose), lower leg, collar bone, ankle, elbow, upper or lower arm (including the wrist but not a Colles fracture) £500

   (d) spine (vertebrae but excluding coccyx) £1,000

   Our liability will not exceed £5,000 for all fractures.

Section 4: Personal Accident
continued

We will pay under this extension of Cover once during the lifetime of the policy if the **Insured Person** is diagnosed with osteoporosis prior to or as a result of the **Injury** that results in a claim under this Section.

8. Funeral Expenses and urgent Estate Expenses

If within the **Operative Time of Cover** an **Insured Person** or **Additional Insured Person** sustains **Injury** resulting in payment of the Death **Benefit** of that **Insured Person**, **We** will in addition pay to their legal representatives:

(a) the reasonable costs incurred with the **Our** prior written consent for the funeral expenses of that **Insured Person**

Our liability will not exceed £10,000 in respect of any one **Insured Person**.

(b) reasonable expenses necessarily incurred as a direct consequence of the Death of the **Insured Person** which require immediate payment by the executor to the estate of the **Insured Person** whilst the administration of the estate is being arranged.

Our liability will not exceed £2,000 in respect of any one **Insured Person**.

9. Additional Hospitalisation Benefits

If within the **Operative Time of Cover** an **Insured Person** sustains **Injury** which results in **Hospitalisation** on the recommendation of a **Qualified Medical Practitioner We** will pay **You** the following amounts:

(a) Coma Benefit

If the **Insured Person** is in a Coma an additional sum of £25 for each full day of the Coma.

(b) Convalescence Benefit

£25 for each continuous twenty four (24) hour period of convalescence immediately following **Hospitalisation** during which the **Insured Person** is confined to their home or a registered nursing home on the recommendation a **Qualified Medical Practitioner**.

Our liability will not exceed £5,000 in respect of any one **Insured Person**.

10. Independent Financial Advice

If within the **Operative Time of Cover** an **Insured Person** or **Additional Insured Person** sustains **Injury** resulting in **Death** or **Permanent Partial Disablement** or **Permanent Total Disablement We** will indemnify **You** up to £2,500 for the benefit of the **Insured Person** for fees charged by an **Independent Financial Adviser** authorised and regulated by the **Financial Conduct Authority** to provide the **Insured Person** with two sessions of professional financial advice.

11. Rehabilitation Expenses

If within the **Operative Time of Cover** an **Insured Person** sustains **Injury** that **We** agree is likely to result in **Permanent Partial Disablement**, **Permanent Total Disablement Benefit** or **Temporary Total Disablement** becoming payable **We** will pay for rehabilitation and necessary travel costs to facilitate the **Insured Person's** return to employment or adjustment to their permanent disability provided that the:

(a) **Insured Person** was not over sixty five (65) years of age when **Injury** occurred

(b) **Insured Person** was an **Employee** of **Yours**

(c) **Our** prior written approval of any rehabilitation or transport costs is obtained

(d) the **Insured Persons** rehabilitation plan is under **Our** supervision

The amounts payable in respect of any one **Insured Person** are:

(a) up to £1,000 for Physiotherapy

(b) up to £100 per week for reasonable expenses necessarily incurred for the services of a taxi or other additional travel costs to convey the **Insured Person** from their usual place of employment or residence to **Hospital**.

Our liability will not exceed £3,000 in respect of any one **Insured Person**

(c) up to 50% of the **Benefit** paid for **Temporary Total Disablement** or £250 per week whichever the lesser amount up to a maximum of fifty two(52) weeks for other rehabilitation costs planned for returning the **Insured Person** to employment

or

up to the **Benefit** paid for **Permanent Partial Disablement** or **Permanent Total Disablement** or £25,000 whichever the lesser amount up to a maximum of fifty two(52) weeks for other rehabilitation costs planned for returning the **Insured Person** to employment

(d) up to £10,000 for the costs of prosthesis including any consultation costs

(e) up to £20,000 costs and associated expenditure of Specialist Equipment for the purpose of participation in a sport that forms part of the **Insured Persons** rehabilitation plan is under **Our** supervision.

12. Trauma Counselling

If within the **Operative Time of Cover** an **Insured Person** or **Additional Insured Person**:

(a) is a victim of an unprovoked malicious assault by another person that has been reported to the police; or

(b) directly witnesses an act of Terrorism and are interviewed by the police as a witness; or

(c) directly witnesses the Death or **Permanent Partial Disablement** or **Permanent Total Disablement** of:

Section 4: Personal Accident
continued

(i) their parent; or
(ii) Spouse; or
(iii) Child; or
(iv) Dependant Child; or
(v) Dependant Adult; or
(vi) colleague at **Your Premises**

(d) sustains **Injury** which resulting in **Permanent Partial Disablement** or **Permanent Total Disablement**

and are diagnosed by a **Qualified Medical Practitioner** as suffering from post-traumatic stress disorder within 90 days of the above mentioned incidents **We** will indemnify **You** for the benefit of the **Insured Person** fees charged by a trauma counsellor registered with the British Association for Counselling and Psychotherapy for up to five one hour sessions of counselling for the **Insured Person**.

Our liability will not exceed £2,500 in respect of any one **Insured Person**.

Maximum Amount Payable

We will pay:

(a) the **Capital Benefit** for **Insured Events 1** to **7** shown in the **Schedule** for any one **Insured Person**

(b) the **Weekly Benefit** for **Insured Event 8**, with payment being made at 4 weekly intervals but not payable for more than 104 weeks from the date the disablement started.

The **Benefit** will not be payable for more than one **Insured Event 1** to **7** in respect of any one **Insured Person** identified as covered by this Section.

Payment in respect of **Insured Event 8** will cease if the **Benefit** under **Insured Event 1** to **7** becomes payable. Any sums paid under **Insured Event 8** will be deducted from the amount of **Benefit** payable under **Insured Event 1** to **7**.

We will not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the **Benefit** payable for each **Insured Person** shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

The maximum **Benefit** payable in respect of Death of an **Insured Person** under 16 years of age or under 18 years of age and in full-time education will not exceed £2,500 or the **Benefit** stated in the **Schedule** whichever is the lower.

The maximum **Benefit** payable in respect of Death or any **Permanent Partial Disablement Benefit** for an **Insured Person** between the ages of 80 and 85 will not exceed £5,000.

The **Temporary Total Disablement Benefit** will not be paid for an **Insured Person** over the age of 80.

Conditions

The following Conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

Claims Evidence Condition

If **You** do not comply with this Condition **You** will not be covered and **We** will not pay **Your** claim.

(a) The **Insured Person** must as early as possible seek the attention of a **Qualified Medical Practitioner** in the event of **Injury** which causes or may cause a claim and all certificates, information and evidence required by **Us** in connection with that **Injury** is to be provided at **Your** or the **Insured Persons** expense

(b) All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available upon request to any medical adviser appointed by **Us** and that medical adviser is to be allowed to make an examination of the **Insured Person** as often as necessary

(c) In the case of Death of the **Insured Person We** will be entitled to have a post mortem examination at **Our** expense.

Alteration in Risk

It is a condition precedent to **Our** liability that **You** must give immediate notice to **Us** of any change to the occupation of any **Insured Person** from that which **You** originally advised **Us**.

Section 4: Personal Accident
continued

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover any claim arising out of or consequent upon or contributed to directly or indirectly as a result of:

1. any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment
2. any communicable disease including acquired immune deficiency syndrome (AIDS) or an AIDS related condition
3. insanity, intentional self-injury, suicide or attempted suicide
4. participation in any criminal act or civil commotion
5. flying or other aerial activities (other than whilst travelling as a passenger of a recognised airline)
6. pregnancy or childbirth
7. deliberate exposure to danger (except in an attempt to save human life)
8. an **Insured Person** practising or taking part in:
   - **(a)** any kind of racing (other than foot races)
   - **(b)** mountaineering or rock climbing
   - **(c)** abseiling, bungee jumping, potholing or similar underground activities
   - **(d)** underwater activities involving the use of breathing apparatus
   - **(e)** engaging in winter sports other than curling or skating
   - **(f)** speed or time trials
   - **(g)** engaging in any sport undertaken on a professional or semi-professional basis other than cricket
   - **(h)** any operational duties as a member of the Armed Forces
9. the effects of alcohol or drugs (other than drugs prescribed by a qualified registered medical practitioner)
10. any treatment for drug addiction

Covea Insurance plc
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