

Gravity Underwriting Limited

**Commercial
Combined
Wording**

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INTRODUCTION

This is to certify that in accordance with authorisation granted to the undersigned by certain Insurance Company(s) (herein called "the Insurers") whose name(s) appear below and in consideration the Insured carrying on the Business described herein and no other for the purpose of this insurance has applied to Gravity Underwriting Limited for the insurance contained in this Policy and has paid or agreed to pay the premium as consideration for such insurance during the period stated in the Schedule or any subsequent period stated in the Schedule for which the Insurers shall have accepted the premium required for renewal of this Policy.

The Insurers and the Insured agree that:

this Policy the Schedule (including any Schedule issued in substitution) and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

the proposal or any information supplied by the Insured shall be incorporated in the contract

the liability of the Insurers shall in no case exceed the limits or sum insured or Amount of Benefit set out in the Schedule or contained in each Section or part thereof

the Insurers will provide the insurance described in this Policy subject to the terms and conditions specified herein.

Law applicable to the contract

UK law allows both the Insured and the Insurer(s) to choose the law applicable to the contract.

The contract will be subject to the relevant law of the United Kingdom the Channel Islands or the Isle of Man relating to the address of the Insured as shown in the Schedule. If there is any dispute as to which law applies it shall be English Law.

The Insurer(s)	Proportion
Great Lakes Reinsurance (UK) PLC	100%

For and on behalf of the Insurers: Per Gravity Underwriting Limited

10 Fenchurch Avenue,

London,

EC3M 5BN

GENERAL PROVISIONS

APPLICABLE TO ALL SECTIONS UNDER THIS INSURANCE

GENERAL DEFINITIONS

PROPOSAL

Any signed proposal and declaration and any information in addition thereto or in substitution thereof supplied to the Insurers by or on behalf of the Insured.

THE INSURERS

Great Lakes Reinsurance (UK) PLC

BUSINESS

shall mean the Insureds business as described in the Schedule and includes

- a) the ownership repair and maintenance and decoration of the Insureds premises
- b) the provision and management of canteen social sports and welfare organisations for the benefit of any Employee fire first aid medical ambulance and security services
- c) participation in exhibitions

THE INSURED &/OR THE POLICYHOLDER

shall mean the person(s) or company(ies) stated in the Schedule or their personal representatives

THE PREMISES

The building(s) occupied by the Insured in connection with the Business excluding any building(s) or part of any building(s) incapable of being locked any open space yard or garden.

EXCESS

The first part of each and every loss which the Insured must bear after the application of any Condition of Average.

PERIOD OF INSURANCE

Any period for which the Insurers may accept payment of a premium in respect of this Insurance.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS UNDER THIS INSURANCE

1. Exclusion of War and Civil War

Notwithstanding anything to the contrary contained herein this insurance does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

2. Exclusion of Terrorism

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

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

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

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

This Insurance will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
- b) Any legal liability of whatsoever nature;
- c) Death or injury to any person; directly or indirectly caused by or contributed to by or arising from Biological, Chemical and/or Nuclear contamination due to or arising from:
 - (i) terrorism; and/or
 - (ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purpose of this endorsement, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

1. the causing, occasioning or threatening of harm of whatever nature and by whatever means;
2. putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Employers Liability

Notwithstanding the foregoing it is agreed that this exclusion clause will not apply to damages payable by the Insured under Section G – Sub Section 1 (where insured by this insurance) to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of the same occurrence and in the aggregate in any one period of insurance up to a limit of £5,000,000 inclusive of all costs and expenses.

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

3. Exclusion of IT accumulation exposure

- a) Electronic Data Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is understood and agreed as follows:

- (i) This insurance does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded

instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

- (ii) However, in the event that a peril listed below results from any matters described in paragraph (a) above, this insurance, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the original policy period to the property insured by the original policy directly caused by such listed peril.

Listed Perils:

Fire

Explosion

b) **Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

4. Exclusion of Sonic Bangs

This Insurance does not cover loss destruction or damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5. Exclusion of Radioactive and Nuclear Hazards

This insurance does not cover:

- a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- (i) ionising radiations or contamination by radioactivity from nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

6. Exclusion of Pollution and Contamination

- a) This insurance shall not cover any loss or damage due to contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.
- b) This exclusion does not apply if such loss or damage arises as a direct consequence of;
- fire, lightning, explosion, impact of aircraft
vehicle impact, sonic boom
accidental escape of water from any tank apparatus or pipe
riot, civil commotion, malicious damage
storm, hail
flood, inundation
earthquake

landslide, subsidence
pressure of snow, avalanche
volcanic eruption

- c) If a peril not excluded from the original policy arises directly from pollution and/or contamination any loss or damage arising directly from that peril shall be covered.
- d) All other terms and conditions of this insurance shall be unaltered and especially the exclusions shall not be superseded by this clause.

7. Exclusion of Asbestos Exposures

This agreement does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, 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.

Notwithstanding the foregoing it is agreed that this exclusion clause will not apply to damages payable by the Insured under Section G – Sub Section 1 (where insured by this insurance) to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of the same occurrence and in the aggregate in any one period of insurance up to a limit of £5,000,000 inclusive of all costs and expenses.

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

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS UNDER THIS INSURANCE

INTERPRETATION

- 1. Any phrase or word in this Insurance and the Schedule will be interpreted in accordance with the law of England

This Insurance and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance or the Schedule shall bear such specific meaning wherever it may appear.

INSURANCE VOIDABLE

- 2. This Insurance shall be VOIDABLE in the event of misrepresentation, mis-description or non-disclosure in any material particular.

ALTERATION

- 3. This Insurance shall be avoided with respect to any part thereof in regard to which there be any alteration after the commencement of this Insurance:
 - a) by removal or;
 - b) whereby the risk of loss, destruction, damage, accident or injury is increased or;
 - c) whereby the interest of the Insured ceases except by will or operation of law; unless such alteration be admitted by the Insurers in writing.

WARRANTIES

- 4. Every warranty shall from the time that the warranty attaches apply and continue to be in force during the whole currency of this Insurance and non-compliance with any such warranty whether it increases the risk or not shall be a bar to any claim.

CANCELLATION

5. This Insurance may be cancelled at any time at the request of the Insured in writing to the intermediary who effected the Insurance, and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining the customary short term premium. This policy may also be cancelled by or on behalf of the Insurers by sending fourteen days notice to the Insureds intermediary whereupon the Insured shall become entitled to a refund of a proportionate part of the premium. Notice shall be deemed to be duly received in the course of the post if sent by pre paid letter post properly addressed.

REASONABLE PRECAUTIONS

6. The Insured shall:
- a) maintain the premises, machinery, plant and equipment in a satisfactory state of repair;
 - b) take all reasonable precautions for the safety of the Property Insured;
 - c) take all reasonable precautions to prevent loss, destruction, damage, accident or injury;
 - d) comply with all statutory requirements and other safety regulations imposed by any authority;
 - e) keep books with a complete record of purchases and sales;
 - f) take all precautions to minimise the costs of claims or legal proceedings.

ARBITRATION

7. If any difference should arise as the amount to be paid under this Insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers.

AVERAGE

8. Wherever an item is said to be Subject to Average, if at the time of any loss, destruction or damage, its Sum Insured is less than the total value of such property the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly.

REINSTATEMENT

9. Except as stated herein to the contrary if the Insurers elect or become bound to reinstate or replace any property, the Insured shall at the expense of the Insured, produce and give to the Insurers all such plans, documents, books and information as the insurers may reasonably require. The Insurers shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one item of the items insured more than the Sum Insured thereon.

PREMIUM ADJUSTMENT

10. If any part of the Premium for this Insurance has been calculated on estimates furnished by the Insured the Insured shall keep accurate records containing all particulars relative thereto and shall at all times allow the Insurers to inspect such records. The Insured shall within three months from the expiry of each Period of Insurance furnish such information as the Insurers may require and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject to any minimum premium required. The Insurers reserve the right to request that the Insured supplies an auditor's certificate with such calculations that are the subject of adjustment under this Insurance attesting to the accuracy thereof.

SURVEY CLAUSE

11. Where cover is subject to a receipt by Insurers of a satisfactory survey carried out by a surveyor appointed by Insurers during currency of this insurance. Insurers reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate upon receipt of the survey. It is condition precedent to liability that the Insured shall implement survey requirement(s) or as otherwise agreed by Insurers within a period to be agreed by Insurers and advised to the Insured.

CLAIMS CONDITIONS

12. Action by the Insured:
- a) On the happening of any loss, destruction, damage, accident or injury which may give rise to a claim the Insured shall in the terms set out in Condition 13 below give written notice to the Insurers as soon as reasonably practicable and shall give all such additional information as the Insurers may require.
 - b) In respect of loss, destruction or damage caused by malicious persons or by theft it is a condition precedent to any claim that immediate notice of the loss, destruction or damage shall have been given by the Insured to the Police Authority.
 - c) The Insured shall within 30 days after such loss, destruction, damage, accident or injury (7 days in the case of loss, destruction or damage caused by theft, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Insurers may in writing allow at the expense of the Insured, deliver to the Insurers a claim in writing containing as particular an account as may be reasonably practicable of the accident, injury or any articles or portions of property lost, destroyed or damaged and of the amount of damage thereto, together with details of any other Insurance's on the property hereby insured. The Insured shall also give to the Insurers all such particulars and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Insurance shall be payable unless the terms of this condition have been complied with.
 - d) Every letter of claim writ summons or process and all documents relating thereto and any other written notification of a claim shall be forwarded unanswered to the Insurers immediately they are received.
 - e) The Insured shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of the Insurers.
 - f) If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claims(s) hereunder shall be forfeited.

NOTICE REQUIREMENTS

13. Where these General Conditions require notice to be given to the Insurers that notice shall be given in writing to Gravity Underwriting Limited 10 Fenchurch Avenue, London, EC3M 5BN.

INSUREDS COMPLIANCE

14. The Insured shall at all times in addition to their obligations set out in 12 above provide such information to and cooperate with the Insurers or their appointed agents to allow the Insurers to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice.

SUBROGATION

- 15.
- a) Any claimant under this Insurance shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers, for the purpose of enforcing any rights and remedies of or of obtaining relief or indemnity from other parties, to which the Insurers shall be or would become entitled or subrogated upon them paying for or making good any loss, destruction or damage, accident or injury under this Insurance whether such acts and things shall be or become necessary or required before or after indemnification by the Insurers.
 - b) Insurers who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or Damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may reasonably require

DISCHARGE OF LIABILITY

16. The Insurers may at any time pay the Limit of Indemnity, the Limit of Liability, or the Sum Insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall relinquish the conduct and control of the claim and be under no further liability except for payment of costs or expenses incurred prior to the date of payment.

NON CONTRIBUTION

17. This Insurance does not cover any loss destruction damage legal costs expenses or liability which at the time of happening of such loss destruction damage legal costs expenses or liability is also covered in whole or in part by any other insurance or would but for the existence of this Insurance be covered by any other insurance except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Insurance not been effected.

RIGHTS OF THE INSURERS

18. On the happening of any loss, destruction or damage in respect of which a claim is or may be made under this Insurance, the Insurers and every person authorised by the Insurers may without thereby incurring any liability and without diminishing the right of the Insurers to rely upon any condition of this Insurance enter, take or keep possession of the building or premises where the loss, destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Insurers so to do. If the Insured or anyone acting on behalf of the Insured shall not comply with the requirements of the Insurers or shall hinder or obstruct the Insurers in doing any of the above-mentioned acts then all benefit under this Insurance shall be forfeited. The Insured shall not in any case be entitled to abandon any property to Insurers whether taken possession of by Insurers or not.

EMU CONTINUITY OF CONTRACT

19. The introduction of the EURO shall not have the effect of altering any terms of this Insurance of discharging or excusing performance under this contract nor give any party the right unilaterally to alter or terminate this Insurance.

LONG TERM AGREEMENT CLAUSE

20. Where indicated on the Schedule, a discount has been allowed in arriving at the premium shown in consideration of the Insured having undertaken to offer the renewal of this Insurance at the same terms and conditions for the period stated and to pay the premium annually in advance, provided however that:
- a) The Sum Insured may be reduced/increased proportionately at any time to correspond with any reduction/increase in:
 - (i) Value, if this Insurance covers property damage;
 - (ii) The business, if this Insurance covers consequential loss;
 - b) The undertaking shall be held to apply to any Insurance or Insurances issued in substitution hereof;
 - c) The premium shall be subject to revision at any time following any alteration in physical hazard and/or increase in liabilities;
 - d) At any renewal date the Insurers may require revised terms or conditions and, if the Insured does not accept such terms or conditions the agreement set out in this clause shall lapse;
 - e) The Insurers shall be under no obligation to accept an offer made under this clause.

DISPUTES CLAUSE

21. Any dispute concerning the interpretation of the terms Conditions limitations and/or Exclusions contained therein is understood and agreed by both the Insured and the Insurer to be subject to English Law.

Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within England and to comply with all requirements necessary to give such Court jurisdiction.

All matters arising hereunder shall be deemed in accordance with the law and practice of such Court

SECTION A – MATERIAL LOSS OR DAMAGE

COVER

Loss or destruction or damage (hereinafter termed "Damage") to the Property Insured described in the Schedule which occurs during the period of Insurance at the premises by any of the following Perils which are applicable only if the letter set against them appears on the Schedule subject to the sums insured, terms, conditions and exclusions of this Section.

PERILS

- A. FIRE excluding Damage
 - (i) by explosion resulting from fire
 - (ii) to property caused by its undergoing any process involving the application of heat
- B. EXPLOSION excluding Damage
 - (i) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only
 - (ii) to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage caused by explosion of
 - (a) any boiler
 - (b) gasused for domestic purposes only
- C. AIRCRAFT or other aerial devices or articles dropped therefrom
- D. RIOT, CIVIL COMMOTION, STRIKERS, LOCKED-OUT WORKERS OR PERSONS TAKING PART IN LABOUR DISTURBANCES OR MALICIOUS PERSONS excluding Damage
 - (i) arising from confiscation requisition or destruction by order of the government or any public authority
 - (ii) arising from cessation of work
 - (iii)
 - 1. in the course of theft or attempted theft
 - 2. in respect of any building which is empty or not in usedirectly caused by malicious persons not acting on behalf of or in connection with any political organisation
- E. EARTHQUAKE excluding Damage caused by fire
- F. SUBTERRANEAN FIRE
- G. Fire only of or to any property or any part thereof caused by its own SPONTANEOUS FERMENTATION, HEATING OR COMBUSTION
- H. STORM OR FLOOD excluding Damage
 - (i) attributable solely to change in the water table level
 - (ii) caused by frost subsidence ground heave or landslip
 - (iii) to fences gates and movable property in the open
- I. LIGHTNING
- J. ESCAPE OF WATER FROM ANY TANK, APPARATUS OR PIPE excluding Damage

- (i) by water discharged or leaking from any automatic sprinkler installation
 - (ii) in respect of any building which is empty or not in use
- K. IMPACT by any road vehicle or animal
- L. BREAKAGE OR COLLAPSE of television and radio aerials, satellite dishes, aerial fittings and masts
- M. LEAKAGE OF FUEL from any fixed oil heating installation
- N. THEFT or attempted theft including Damage to the premises for which the Insured is responsible arising from theft or attempted theft but excluding Damage
- (i) which does not involve
 - 1. entry to or exit from that part of the building occupied by the Insured for the purpose of the Business by forcible and violent means

Or

 - 2. actual or threatened assault or violence
 - (ii) from any part of the building not occupied by the Insured for the purpose of the Business
 - (iii) from the open or from any outbuilding
 - (iv) to property in transit
 - (v) to Money and securities of any description
 - (vi) caused by or in collusion with the Insured or any partner, director or employee of the Insured or any member of the Insureds family or any other person lawfully on the Premises.
- P. ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION excluding Damage
- (i) by freezing in any building which is empty or not in use
 - (ii) by heat caused by fire
- Q. SUBSIDENCE GROUND HEAVE or LANDSLIP excluding Damage
- (i) arising from settlement or movement of made-up ground or by coastal or river erosion
 - (ii) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
 - (iii) arising from normal settlement or bedding down of new structures
 - (iv) commencing prior to the granting of cover under this insurance

SECTION A – EXTENSION 1 ACCIDENTAL DAMAGE

The Insurers agree to insure the Property Insured specified in the Schedule against ALL RISKS OF ACCIDENTAL PHYSICAL LOSS OR DAMAGE occurring during the Period of Insurance at the Premises and subject to the Sums Insured specified in the Schedule excluding

- 1. Damage by any of
 - a) the Perils
 - b) the causes expressly excluded from the Perils specified in the paragraphs A – Q or Extensions 2 – 4 (whether or not insured)

2. Damage to any property caused by
 - a) its own faulty or defective design or materials
 - b) inherent vice latent defect gradual deterioration wear and tear
 - c) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
3. Damage caused by
 - a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - b) change in temperature colour flavour texture or finish
 - c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters, pressure vessels of any range of steam and feed piping in connection therewith
 - d) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
but this shall not exclude
 - i) such Damage which itself results from other Damage and is not otherwise excluded
 - ii) subsequent Damage which itself results from a cause not otherwise excluded
4. Damage caused by
 - a) seepage, pollution or contamination
 - b) acts of fraud or dishonesty
 - c) disappearance unexplained or inventory shortage misfiling or misplacing of information
5. Damage to
 - a) a building or structure caused by its own collapse or cracking
 - b) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
 - c) to property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
6. Damage to
 - a) property in transit
 - b) Money and securities of any description
 - c) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - d) property or structures in course of construction or erection and materials or supplies in connection with all such property in the course of construction or erection
7. Loss by delay, loss of market, consequential loss of any and every description

SECTION A – EXTENSION 2 GLASS

The Insurers agree to insure

1. Accidental breakage of fixed Glass by fracture extending through its entire thickness

2. Damage to neon and illuminated signs and electric light fittings
3. Accidental breakage of sanitary earthenware
4. Damage by impact or falling glass to
 - a) the framework and fittings of the ground floor frontage
 - b) goods on display in windows

excluding

1. breakage or Damage
 - a) consequent upon alterations to the framework or position of any of the Glass or to neon and illuminated signs and electric light fittings or to sanitary earthenware
 - b) consequent upon settlement or expansion or contraction of frames and fittings in buildings under construction and during a period of six months after the date of completion of the buildings
 - c) whilst the Premises are empty or disused unless specifically agreed
 - d) existing prior to the commencement of this insurance and not subsequently replaced
 - e) in respect of neon and illuminated signs and electric light fittings
 - (i) occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempt thereat
 - (ii) of bulbs or tubes unless consequent upon Damage to signs or fittings
 - f) of
 - (i) Glass which is bent tinted stained and fired or incorporated in multiple glazed units
 - (ii) lettering or decoration or protective film or alarm foil on Glass unless to comply with the quality recommended in the current British Standard Code of Practice
2. any consequence of fire or explosion unless more specifically insured under Perils A or B

Provided that the liability of the Insurers during any one Period of Insurance shall not exceed the sum insured shown in the Schedule in respect of Extension 2

SECTION A – EXTENSION 3 ALL RISKS

The Insurers agree to insure Damage to Property whilst situate anywhere in the territorial limits as specified in the Schedule excluding

1. Damage caused by
 - a) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
 - b) alterations maintenance repairs or any process of cleaning or restoring
 - c) delay confiscation or detention by order of any Government of Public Authority
 - d) counterfeit substitute or foreign coins
 - e) mechanical or electrical breakdown or derangement
2. breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of Damage to such property

3. the contents of machines unless such contents are shown in the Schedule
4. depreciation contamination consequential loss or consequential damage of any kind or description
5. Damage consequent upon any person obtaining any property by deception
6. Theft from unattended Vehicles Provided that the liability of the Insurers during any one Period of Insurance shall not exceed the sum insured shown in the Schedule in respect of Extension 3
7. accidental loss destruction of or damage or unexplained shortages to the Property Insured from any unattended vehicle owned or operated by the Insured, unless
 - a) all doors, windows and other points of access have been closed and securely locked and any security devices set to operate and all keys to doors, ignition or other services removed
 - b) between the hours of 8pm to 6am the vehicle is in a securely locked building or guarded security park
 - c) wherever practicable such equipment is concealed from view in the luggage compartment and, in respect of laptop computers, (the insurance by Section 1 does not cover laptop computers – unless specifically mentioned as insured)
 - d) whilst staying in a hotel, the laptop computer is kept within a securely locked hotel room or in the custody of the hotel proprietor
 - e) whilst on an aircraft, the laptop computer is carried as hand luggage.

Provided that the liability of the Insurers during any one Period of Insurance shall not exceed the sum insured shown in the Schedule in respect of Extension 3

SECTION A – EXTENSION 4 FROZEN FOODS

The Insurers agree to insure loss of or damage to foodstuffs the property of the Insured or held by the Insured in trust or on commission or for which they are responsible whilst at the Premises contained in the refrigerating units specified in the Schedule, by deterioration, contamination or putrefaction caused by or arising from:

1. rise or fall in temperatures as a result of:
 - a) the breaking, distortion or burning out of any part of the unit (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the unit occurring whilst the unit is being used under normal working conditions;
 - b) non-operation of the thermostatic or automatic controlling devices forming part of the unit;
 - c) accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority
2. Accidental leakage of refrigerant or refrigerant fumes from the unit;

which occurs during the Period of Insurance

but excluding loss of or damage resulting from

- a) failure of the public supply services which do not exceed thirty consecutive minutes;
- b) failure of the public supply services due to any deliberate act of a public supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the public supply undertakings systems or any scheme of rationing not necessitated solely by accidental damage to the public supply undertaking's, generating or supply equipment;
- c) wear and tear, deterioration or gradually developing flaws or defects in the refrigerating unit or incorrect setting of thermostats and automatic controls;
- d) the wilful act or neglect of the Insured.

Provided that the liability of the Insurers during any one Period of Insurance shall not exceed the sum insured shown in the Schedule in respect of Extension 4

It is warranted that on the expiry of any guarantee period the Insured shall effect a Maintenance Contract on any of the refrigerating units which do not have hermetically sealed motors and compressors.

SECTION A – EXCLUSIONS

This Section does not cover

1. Consequential Loss of any kind or description, except loss of rent when such loss is included
2. Loss, destruction or damage caused by or arising from any kind of seepage or any kind of pollution and/or contamination.
3. The amount of the Excess specified in the Schedule.

SECTION A – STANDARD CLAUSES

INSURERS LIABILITY

1. The liability of the Insurers in any one Period of Insurance shall not exceed in respect of any one item its Sum Insured or in the whole the Total Sum Insured or any other stated Limit of Liability at the time of the loss, destruction or damage.

LOCAL AUTHORITIES

2. The Insurance by each item of the Schedule on Buildings and Machinery extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building Regulations or local authority or other statutory requirements provided that:
 - a) The amount recoverable under this clause shall not include:
 - (i) the cost incurred in complying with any of the aforesaid regulations or requirements;
 1. in respect of destruction or damage occurring prior to the granting to this clause;
 2. in respect of the destruction or damage not insured by this Property Damage Section;
 3. under which notice has been served upon the Insured prior to the happening of the destruction or damage;
 4. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the Insurance by this Property Damage Section) of that portion of the property destroyed or damaged;
 - (ii) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or requirements not arisen;
 - (iii) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the Regulations or requirements referred to.
 - b) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or requirements so necessitate) subject to the liability of the Insurers under this clause not being thereby increased.
 - c) If the liability of the Insurers under any item of the Schedule apart from this clause shall be reduced by the application of any of the terms and conditions of this Section of the Certificate, then the liability of the Insurers under this clause in respect of any such item shall be reduced in like proportion.

- d) The total amount recoverable under any item of the Schedule shall not exceed the Sum Insured thereby.
- e) All the conditions of this Section and this Insurance, except in so far as they may be hereby expressly varied, shall apply as if they had been incorporated herein.

ALL OTHER CONTENTS

3. The term "All Other Contents" is understood to include, in so far as such property is not more specifically insured:
- a) Documents, Manuscripts and Business Books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein; for an amount not exceeding £25,000.
 - b) Computer Systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records and not for the value to the Insured of the information contained therein for an amount not exceeding £25,000;
 - c) Patterns, Models, Plans and Designs but only for the value of the materials together with the cost of labour expended in reinstatement and so far as the same are not otherwise insured;
 - d) Directors', Employees', Visitors' and Customers' personal effects, pedal cycles, tools, instruments and the like, indemnity hereunder being restricted to a maximum sum of £500 in respect of any one person.

TEMPORARY REMOVAL

- 4.1 Property for Cleaning or Renovation excluding such property as covered by 4.2 hereof.

Subject to the following provisions the property insured by this Material Loss or Damage Section (other than Stock in Trade or Merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom on land or inland waterway in Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man.

The amount recoverable under this clause in respect of each item of the Section shall not exceed the amount which would have been recoverable had the loss or damage occurred in that part of the premises from which the property is temporarily removed nor, in respect of any loss or damage occurring elsewhere than at the said premises, ten per cent of the Sum Insured by the item after deducting therefrom the value of any building (exclusive of fixtures and fittings), stock in trade or merchandise insured thereby.

This extension does not apply to property if and so far as it is otherwise insured nor as regards loss or damage occurring elsewhere than at the premises from which the property is temporarily removed to:

- a) Motor Vehicles and Motor Chassis Licensed for normal road use;
- b) Property held by the Insured in trust other than machinery and plant.

- 4.2 Documents and Computer Systems Records.

Any Insurance under this Section on computer systems records, deeds and other documents (including stamps thereon) manuscripts, plans and writings of every description and books (written and printed) is extended to include such property for an amount not exceeding ten per cent of the value thereof whilst temporarily removed to any premises not in the Insureds occupation and whilst in transit by road, rail or inland waterway all in Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man.

ARCHITECTS, SURVEYORS AND CONSULTANTS FEES

5. The Sum Insured by each item of the Schedule for Buildings and Machinery includes an amount in respect of Architects', Surveyors', Consulting Engineers' Legal and Other Fees necessarily and reasonably incurred in the reinstatement of the Property Insured consequent upon its destruction or damage by any peril hereby insured against but not for preparing any claim, provided that the liability for such destruction or damage and fees shall not exceed in the aggregate the Sum Insured by each item.

DEBRIS REMOVAL (OTHER THAN STOCK AND MATERIALS IN TRADE)

6. Except where more specifically insured, it is understood that the Insurance by each item of the Schedule covering property other than Stock and Materials in Trade, extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurers in:-

- a) removing debris;
- b) dismantling and/or demolishing;
- c) shoring up or propping;

of the portion or portions of the Property Insured by the said item(s) destroyed or damaged by any Peril hereby insured against.

The Insurers will not pay for any costs or expenses:

- a) incurred in removing debris elsewhere than from the site of such property destroyed or damaged and the area immediately adjacent to such site;
- b) arising from pollution or contamination of property not insured by this Insurance.

The liability of the Insurers under this clause in respect of any item shall in no case exceed the Sum Insured thereby.

TRANSFER OF INTEREST

7. If at the time of destruction or damage to any building hereby insured, the Insured shall have contracted to sell his interest in such building and the purchase shall not have been but shall be thereafter completed, the purchaser on the completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such destruction or damage, shall be entitled to the benefit of this Insurance so far as it relates to such destruction or damage, without prejudice to the rights and liabilities of the Insured or the Insurers under this Material Loss or Damage Section up to the date of completion.

NOTICE OF OCCUPANCY

8. Notice is to be given to the Intermediary through whom this Insurance was arranged immediately any of the buildings referred to in the Schedule become unoccupied or when any unoccupied portion of such buildings become tenanted and a suitable additional premium is to be paid if required by Insurers.

REINSTATEMENT

9. It is hereby agreed unless stated herein to the contrary that in the event of the property insured under each item of the Schedule on Buildings and/or Machinery being destroyed or damaged by any peril hereby insured against, the basis upon which the amount payable under each of the said items of the Schedule is to be calculated, shall be the reinstatement of the property destroyed or damaged subject to the following special provisions and subject also to the terms and conditions of the Section except insofar as the same may be varied hereby.

For the purposes of Insurance under this clause "reinstatement" shall mean the carrying out of the after-mentioned work namely:-

- a) where property is destroyed the rebuilding of the property if a building or, in the case of other property its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;
- b) where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

SPECIAL PROVISIONS

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurers not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount which would have been payable under the Section if this clause had not been incorporated therein shall be made.

2. When any property insured under this clause is damaged or destroyed in part only, the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed.
3. No payment beyond the amount which would have been payable under the Section if this clause had not been incorporated therein shall be made until the cost of reinstatement has been actually incurred.
4. Each item insured under this clause is declared to be separately insured subject to the following Condition of Average namely:

If at the time of the reinstatement, the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed, exceeds the Sum Insured against, then the Insured shall be considered as being his own insurer for the difference between the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

5. No payment beyond the amount which would have been payable under the Section if this clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other Insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
6. Where, by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Section if this clause had not been incorporated therein, the rights and liabilities of the Insurers and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Section including any Condition of Average therein as if this clause had not been incorporated therein.

N.B. The provisions of these Reinstatement Conditions do not apply to Directors', Employees', Visitors' or Customers' personal effects, pedal cycles, tools, instruments and the like.

DESIGNATION OF PROPERTY

10. For the purpose of determining where necessary the item under which property is insured, Insurers agree to accept the designation under which such property has been entered in the Insureds books.

WORKMEN

11. Joiners and other Tradesman may be employed effecting repairs and minor structural alterations in all or any of the buildings referred to in the Schedule and this is allowed without prejudice to the Insurance hereby.

MOTOR VEHICLES

12. Motor Vehicles and their accessories designed for incorporation thereon or therein and their contents more specifically insured, are excluded from this Material Loss or Damage Section, except in respect of any amount in excess of that covered under the terms of such more specific Insurance.

FIRE EXTINGUISHING APPLIANCES/AUTOMATIC SPRINKLER SYSTEMS

13. a) It is warranted that Fire Extinguishing Appliances, in accordance with details lodged with the Insurers, shall be maintained in efficient working order during the currency of this Insurance. Subject to the observance of this undertaking this Insurance shall not be prejudiced or invalidated by any defect in the said appliances due to any circumstances unknown to or beyond the control of the Insured.

- b) Where the Insured has an automatic sprinkler system the following clause shall apply instead of 13a)

It is warranted that:

- (i) The Insured will maintain:

1. an installation or installations of Automatic Sprinklers together with,
2. Fire Extinguishing Appliance(s) as per details lodged with the Insurers,

- (ii) The Insured undertake(s) to:

1. Make a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that Stop Valves controlling the individual water supplies and the installation are fully open;
2. Make quarterly or half-yearly tests if required by the Insurers to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test;
3. Make a test every weekday (HOLIDAYS excepted) of (i) the Fire Brigade connection (ii) the circuit between the alarm switch and the control unit and (iii) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade.

Note It is permissible for test (i) to be carried out by the Fire Brigade if the latter are prepared: to give a written undertaking to perform the duty.

Note Where the circuits in (i) and (ii) are continuously monitored tests need only to be made: once per week.
4. Remedy promptly any defect revealed by such tests;
5. Maintain the whole of the Fire Appliances in efficient working order during the period of Insurance.
6. Notify the Insurers before any installation is rendered inoperative or immediately in the event of any emergency.
7. Allow the Insurers access to the premises at all reasonable times for the purpose of inspecting the sprinkler installation.

Subject to the observance of the above undertaking this Insurance will not be prejudiced by defect in the said Automatic Sprinklers or Fire Extinguishing Appliances due to any circumstances unknown to or beyond the control of the Insured.

MISCELLANEOUS PROPERTIES EXTENSION

14. The Schedule for Section A is extended to include:
 - a) Telephone, Gas, Water and Electrical Instruments, Meters, Piping, Cabling and the like and all accessories thereof including similar property in adjoining yards or roadways or underground and pertaining to the Premises insured by this Material Loss or Damage Section all the property of the Insured or for which the Insured is responsible;
 - b) Plant, Conveyors, Trunks, Cables, Lines, Wires, Service Pipes and other equipment including all supporting structures in the open or adjoining or communicating with a building.

AUTOMATIC REINSTATEMENT OF SUM INSURED

15. In consideration of the Insurance not being reduced by the amount of any loss or damage, the Insured shall pay the appropriate extra premium on the amount of the loss or damage from the date thereof to the date of the expiry of the Period of Insurance.

RENT

16. If cover for Rent under Section A of the Schedule is included, such cover applies only if (any of) the building(s) or any part thereof are Insured under the Schedule for Section A is unfit for occupation in consequence of its destruction or damage, by any peril hereby insured against and then the amount payable shall not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of Rent insured.

APPLICATION OF AVERAGE

17. The Sum Insured under each item on property is subject to Average – see General Conditions.

SPONTANEOUS HEATING

18. Damage or destruction (by Fire or otherwise) of or to Coal and Wood Blocks caused by their own Spontaneous Fermentation, Heating or Combustion is covered hereunder notwithstanding anything to the contrary contained in the conditions attached to this Material Loss or Damage Section, within the Sum(s) Insured on Stock and All Other Contents.

CAPITAL ADDITIONS

19. It is agreed that the Insurance by this Section shall, subject to its terms and conditions, extend to cover the following property situated anywhere in Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man:

a) any newly erected and/or newly acquired Building and/or Machinery;

and

b) alterations, additions and improvements to Buildings and/or Machinery but not in respect of any appreciation in value;

provided that : the maximum liability of the Insurers at any one situation under this clause shall not exceed

(i) 10% of the total Building and Machinery Sum Insured by this Section

or

(ii) £500,000;

whichever is the lower.

The Insured undertake(s) to provide particulars of such extensions of cover as soon as practicable and, in any event, at intervals of not more than 6 months and to effect specific Insurance thereon retrospective to the date of the commencement of the Insureds responsibility.

CUSTOMERS GOODS

20. The Insured having intimated to their customers that they will accept responsibility for loss or damage to goods the property of such customers or for which the said customers may be legally responsible (whether manufactured by the Insured or not) upon which work is to be, is being or has been done on behalf of the customer by the Insured or which may be left in the Insureds hands for storage or dispatch or otherwise temporarily in the Insureds custody, it is hereby declared and agreed that all such goods shall be held to be insured by the items of the Schedule covering Stock and Materials in Trade except in so far as they shall be more specifically otherwise insured.

DRAINS

21. The Insurance by each item of the Schedule relating to Buildings extends to include expenses necessarily and reasonably incurred by the Insured with the consent of the Insurers in cleaning and/or clearing drains, sewers or gutters the property of the Insured or for which they are responsible following destruction or damage to the Property insured hereunder by any Peril hereby insured against.

NON-INVALIDATION

22. The Insurance of this Section shall not be invalidated by any act, omission or alteration whereby the risk of destruction or damage is increased unknown to or beyond the control of the Insured provided that, immediately the Insured become aware thereof the Insured shall give notice to the Insurers and pay an additional premium if required.

SUBROGATION WAIVER

23. In the event of a claim arising under this Section the Insurers agree to waive any rights remedies or relief to which they might have become entitled by subrogation against:

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

- b) any company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order as appropriate current at the time of Damage.
- c) any tenant provided that
 - (i) the Damage did not result from a criminal fraudulent or malicious act of the tenant
 - (ii) the tenant contributes to the cost of insuring the property insured against the event which caused the Damage

PROTECTIONS

24. It is a condition precedent to the Insurers liability that, whenever the Premises are closed for business or left unattended, all security devices provided to protect the Premises are properly fitted and are in full and effective operation.

HIRE AGREEMENTS

25. In consequence of certain property insured under this Section being the subject of Hire Agreements, it is understood and agreed that the interest of the Owners is deemed to be included in the protection afforded by this Insurance, it being understood that the Insured shall declare the name of any other interested party in the event of loss or damage.

MACHINERY RE-ERECTION COSTS

26. The Insurance on Machinery and Plant by this Section extends to include, subject to the terms and conditions of this Material Loss or Damage Section, the cost of re-erection and of fixing of Machinery and Plant in consequence of destruction or damage by any Peril hereby insured against it being understood that the amount recoverable in respect of any destruction or damage shall not exceed the Sum Insured hereby.

CONTRACT SALE PRICE

27. In respect only of goods sold but not delivered for which the Insured is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any Peril hereby insured against either wholly or to the extent of the loss or damage, the liability of the Insurers shall be based on the contract price and for the purpose of Average the value of goods to which this clause would in the event of loss or damage be applicable shall be ascertained on the same basis.

SECTION A – SPECIAL CLAUSES

(Applicable only if the letter set against it appears on the Schedule)

DAY ONE BASIS (NON ADJUSTABLE)

- A. Day One Basis (Non Adjustable) Clause applicable to the property (Buildings and/or Machinery).
1. The Insured having stated the Declared Value incorporated in each item to which this clause applies the premium has been calculated accordingly. "Declared Value" shall mean the Insureds assessment of the Cost of Reinstatement of the Property Insured arrived at in accordance with paragraph (a) of the Reinstatement Clause (See Standard Clauses) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the Insurance by the item provides due allowance for:
 - a) the additional cost of reinstatement to comply with Local Authority requirements;
 - b) professional fees;
 - c) debris removal costs.
 2. The Declared Value incorporated in each item is as stated on the Schedule. At the inception of each Period of Insurance the Insured shall notify the Insurers of the declared Value of the Property Insured by each of the said item(s). In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
 3. Notwithstanding any general indication or endorsement to the contrary, the following wordings apply to Special Provisions 4 and 6 of the Reinstatement Clause (See Standard Clauses):
 4. Each item insured under this clause is declared to be separately subject to the following Condition of Average namely:

If at the time of loss the Declared Value of the property covered by such item be less than the Cost of Reinstatement (as defined in paragraph 1 of the Day One Basis (Non Adjustable) Clause) at the inception of the Period of Insurance, then the Insurers liability for any loss hereby insured shall be limited to that proportion thereof which the Declared Value bears to the Cost of Reinstatement.
 6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated therein, the rights and liabilities of the Insurers and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of this Section including any Condition of Average therein, as if this clause had not been incorporated therein except that the sums insured shall be limited to 115% of the Declared Values as stated on the Schedule.
 4. In the event of loss the liability of the Insurers in respect of property to which this clause applies shall not exceed its Sum Insured as stated in the Schedule.

STOCK DECLARATION CONDITIONS

- B. The Insurance on Stock and Materials in Trade as insured under the Item(s) stated on the Schedule is subject to the following:
- a) The value of the property
 - (i) on the last day of each month if the Schedule states that monthly declarations are required, or;
 - (ii) on the last day of each of the months of March, June, September and December if the Schedule states that quarterly declarations are required

shall be declared in writing by the Insured to the Insurers within thirty days thereafter and if a declaration be not so given the Insured shall be deemed to have declared the maximum Sum Insured as the value. Basis of valuation for Declarations: Market Value

- b) On the expiry of each Period of Insurance the actual premium shall be calculated at the rate per cent per annum applicable on the average amount declared i.e. the total of the sums declared divided by the number of declarations.
- c) If the actual premium be greater than the provisional premium paid for the period the Insured shall pay the difference, if it be less the difference shall be repaid to the Insured, but such repayment shall not exceed 25% of the First or Annual Premium respectively.
- d) In consideration of the Insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.
- e) It is warranted that every Insurance on the property shall be identical in wording with this Insurance.

METAL WORKERS

- C. In consideration of the payment of an additional premium, the Insurance on Stock and Materials in Trade as provided by this Material Loss or Damage Section extends to apply:
 - a) whilst at any machine maker's, engineer's, founder's or other metal worker's premises;
 - b) whilst at any customer's and/or agent's premises;
 - c) whilst at any sub-contractor's premises;
 - d) whilst in transit by road, rail or inland waterway;

all in Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man but excluding any portion of premises occupied by the Insured subject to the maximum liability in respect of this clause and the item not exceeding its Sum Insured as stated on the Schedule.

LOCAL AUTHORITIES – UNDAMAGED PROPERTIES EXTENSION

- D. Notwithstanding paragraph a)(i)4 of the Local Authorities Clause (See Standard Clauses) the Insurance by each item of the Schedule on Buildings and/or Machinery extends to include the additional cost of reinstatement as described in the said clause in respect of undamaged portions of property provided that
 - a) the Insurers shall not be liable for such additional cost in respect of any building or machinery which has not sustained Damaged by an insured peril,
 - b) the amount recoverable shall not exceed:
 - (i) in respect of undamaged portions of property other than foundations 15% of the total amount for which the Insurers would have been liable had the building or machinery been totally destroyed,
 - (ii) in respect of any item of this Material Loss or Damage Section the Sum Insured thereby;
 - c) all the conditions of the Local Authorities Clause including any Condition of Average shall apply except insofar as they are hereby expressly varied.

CHANGING LOCKS

- E. Where machinery, plant and stock in trade are insured by this Section cover is extended to include the cost of changing locks at the Premises following the loss of keys during the period of Insurance by:
 - a) theft or any attempt thereat from the Premises or from the homes of Insured or authorised employees;
 - b) robbery whilst such keys are in the personal custody of the Insured or authorised employees;

up to a limit of £500 any one loss.

Provided that if such keys relate to a safe they shall not be left on the Premises overnight unless the Premises are occupied by the Insured or an authorised employee in which case they shall be deposited in a secure place not in the vicinity of the safe.

COLLUSION

- F. Indemnity is provided as within described in the event of Damage by theft caused during the period of Insurance by or in collusion with any director, partner or employee of the Insured provided that the Insurers shall not be liable unless such Damage is accompanied by visible evidence of violent and forcible entry to or exit from the premises.

FIRST LOSS AVERAGE CLAUSE

- G. When the Sum Insured is shown FIRST LOSS in the Schedule – The applicable item of this Section is subject to the Condition of Average (First Loss), that is to say, if the total value of all property covered by the item shall at the time of any loss be greater than the Value notified by the Insured, then the Insured shall be entitled to recover hereunder only such proportion of the said loss as the said Notified Value bears to the total value, up to but not exceeding the Sum Insured for the item.

OBSOLETE BUILDING CLAUSE

- H. The basis of valuation for the purpose of Average shall be:
- a) the cost of purchasing a similar building to the Insured building plus an allowance for removal of debris costs, or
 - b) the cost of erecting a Modern building providing comparable facilities to the Insured building plus an allowance for professional fees, removal of debris costs and the additional expenditure which might arise out of local authorities' requirements.

EXTINGUISHMENT EXPENSES

- I. The Insurers will pay the reasonable costs incurred by the Insured for refilling fire extinguishment appliances and replacing used sprinkler heads but excluding
- a) the amount of the excess specified in the Schedule
 - b) costs other than as a direct result of Damage caused by a defined peril
 - c) any amount in excess of £10,000

TRACE AND ACCESS

- J. The Insurance by this Section extends to include costs necessarily and reasonably incurred with the consent of the Insurers in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil including subsequent repair to walls floors or ceilings

Provided that

- a) this Section Extension shall not apply to the cost of repairs to any fixed domestic water services or heating installation
- (b) the Insurers maximum liability under this Extension shall not exceed £5,000 in the aggregate during any one Period of Insurance

ADDITIONAL METERED WATER CHARGES

- K. The Insurance by this Section extends to include additional metered water charges incurred by the Insured and for which the Insured is responsible as a result of Damage to the water installation at the Premises provided that the Insured maintains a record of readings from the water authority meter at intervals of not more than 7 days.

The amount payable as indemnity shall be ascertained by comparing the charge made by the water authority on their account for the period during which the loss of metered water occurred with the charges for the previous period adjusted for any relevant factors affecting the Insureds normal consumption of water during the periods concerned

Provided that

- a) Damage in respect of any Building which is Unoccupied is excluded

- b) the Insurers maximum liability under this Extension shall not exceed £5,000 in the aggregate during any one Period of Insurance
- (c) the Insured shall take all practical steps to terminate such unauthorised use as soon as it is discovered

ALTERNATIVE ACCOMMODATION

- L. The Insurers will pay for, but not exceeding 20% (twenty percent) of the Rent Sum Insured, for
- (a) loss of rent (including ground rent and management charges) which should have been received by the Insured but has been lost
 - (b) the cost of reasonable alternative accommodation incurred by any owner or lessee if they permanently reside in that part of the residential Premises that are unfit to live in or access is denied to
 - (c) temporary storage of the Insureds furniture
 - (d) any ground rent which continues to be payable if the property is leasehold

While the residential Premises are unfit to live in or access is denied as a result of Damage insured by this Section excluding

- (i) any amount in excess of the amount shown in the Schedule but in respect of each residential unit the payment may be adjusted according to the percentage contribution made by each unit towards the ground rent and/or total management charges of the residential Premises.

UNDERGROUND PIPES AND CABLES

- M. The Insurers will pay the cost of replacing or repairing underground service pipes and cables extending from the residential Premises to the public mains which the Insured are legally responsible for following accidental damage.

MORTGAGEES AND OTHER INTERESTS

- N. The interest of the Leaseholders(s) Mortgagee(s) and Tenant(s) in the individual portions of the property insured to which their interest applies is noted such interest to be advised to the Insurers in the event of a claim In addition the interest of the Insured or Mortgagee(s) in this insurance shall not be prejudiced by any act or neglect of the occupier(s) or Mortgagor(s) of any building hereby insured whereby the risk of Damage is increased without the authority or knowledge of the Insured or Mortgagee(s) provided that the Insured or Mortgagee(s) shall immediately on becoming aware thereof give notice in writing to the Insurers and on demand pay such reasonable additional premium as the Insurers may require.

SECTION B – MONEY NON NEGOTIABLE DOCUMENTS AND ASSAULT

SUB-SECTION 1 MONEY AND NON NEGOTIABLE DOCUMENTS

COVER

The Insurers agree to the extent and in the manner provided herein to indemnify the Insured for amounts not exceeding the limits and Sum Insured stated in the Schedule against

1. Loss of Non Negotiable Documents from any cause
2. Loss of Money from any cause whilst
 - a) in the Premises outside Business Hours not contained in locked safes or strongrooms
 - b) in the private residence of the Insured or any authorised partner, director or employee of the Insured
 - c) in the Premises outside Business Hours contained in locked safes or strongrooms described in the Schedule
 - d) on the Premises during Business Hours
 - e) whilst in Transit
3. Loss of or damage done by thieves to safes and strongrooms (as described in the Schedule), stamp franking machines, approved security cases, bags or waistcoats containing the Non Negotiable Documents and Money insured hereby.

occurring during the period of Insurance

DEFINITIONS

Money

Coin, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, crossed warrants, bills of exchange, securities for money, postage revenue, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings stamps or certificates, war bonds, premium savings bonds, franking machine impressions other than unused units in postage stamp franking machines, credit company sales vouchers, luncheon vouchers, trading stamps and VAT invoices, phone cards, the property of the Insured or for which the Insured is responsible in the course of the Business.

Non Negotiable Documents

Crossed cheques, crossed Girocheques, crossed postal or money orders, crossed bankers' drafts and unused units in postage stamp franking machines, the property of the Insured or for which the Insured is responsible in the course of the Business.

Business Hours

The Insureds usual office hours and the working hours (including overtime) during which the Insured, his Principals or Persons Employed entrusted with the Money and Non Negotiable Documents are on the Premises for the purpose of the Business.

Transit

Between the Premises and the place of banking whilst in the custody of the Insured or his authorised representative

WARRANTY

It is warranted that:

- a) a complete record is kept of the Money and Non Negotiable Documents;

- b) such record is deposited in a secure place other than in the safes and strongrooms containing the Money and Non Negotiable Documents;
- c) outside Business Hours the safes and strongrooms are kept locked and the keys of the safes and strongrooms are not left on the Premises.

EXCLUSIONS

Sub-Section 1 does not cover:-

1. Shortages due to clerical or accounting errors.
2. Loss due to the fraud or dishonesty of any Director, Partner, Person Employed by the Insured
 - a) not discovered within seven working days of its occurrence;
 - b) more specifically insured by any other Insurance or Insurances except in respect of any loss beyond the amount payable under such other Insurance or Insurances.
3. Loss of Money and or Non Negotiable Documents from:
 - a) vending or gaming machines unless specifically stated in the Schedule;
 - b) unattended vehicles.
4. Loss or damage arising elsewhere than in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.
5. Unexplained loss or disappearance
6. The amount of any applicable Excess specified in the Schedule.

STANDARD CLAUSES APPLICABLE TO SUB-SECTION 1

Transit

1. Where Money and Non Negotiable Documents in excess of £2,000 is in Transit it shall be escorted as follows:-

Amount in Transit	Minimum Escort
£ 2,001 to £ 5,000	Two able bodied persons (including carrier)
£ 5,001 to £10,000	Three able bodied persons (including carrier)
£ 10,001 and over	Specialist Security Company

Protections

2. It is a condition precedent to the Insurers liability that whenever the Premises are closed for business or left unattended all security devices provided to protect the Premises are properly fitted and put into full operation.

SUB-SECTION 2 ASSAULT

COVER

If in connection with the Business the Person Insured shall suffer an Assault within the territorial limits during the period of Insurance and which Assault shall independently of any other cause be the sole cause of Results a) – g) specified below the Insurers will pay to the Insured or his legal personal representative the Compensation as detailed on the Schedule for any of the Results specified below.

Results

- a) Death
- b) Total and Permanent loss of all sight in one or both eyes.
- c) Total loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle or total and Permanent loss of use of one or both hands or feet.

- d) Permanent Total Disablement other than shown in b) and c) above.
- e) Reimbursement of incurred medical expenses.
- f) Damage to clothing and personal effects belonging to the Person Insured.
- g) Temporary Total Disablement.

DEFINITIONS

Medical Expenses

Expenses necessarily incurred in respect of the Person Insured for medical, hospital, surgical, manipulative, massage, therapeutic, x-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

Territorial Limits

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

Person Insured

Any Director, Manager or Partner of the Insured or Person Employed by the Insured aged not less than 16 years nor more than 70 years.

Permanent

means lasting 24 calendar months and at the expiry of that period being beyond hope of improvement.

Total Disablement

means disablement which necessarily and continuously disables a Person Insured from attending to his usual occupation.

Words in the masculine gender shall include the feminine.

COMPENSATION CLAUSES

1. Compensation for Result g) Temporary Total Disablement shall be:
 - (a) payable for a period not exceeding 104 weeks from the commencement of the Result;
 - (b) payable when the total amount has been agreed or at the request of the Insured at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any injury by the Insurers.
2. Compensation shall not be payable for:
 - (a) any of the Results a) to e) and g) unless such Results occur within two years of sustaining the injury causing such Result;
 - (b) more than one of Results a) to d) and when payable for one of those Results shall not be payable for any of the Results caused by any subsequent injury to such Person Insured.
3. Compensation payable for Result g) shall be deducted from any compensation payable for Results a) to d) arising from the same Assault.

SECTION C – GOODS IN TRANSIT

COVER

The Insurers hereby agree, to the extent and in the manner hereinafter provided, to insure, and indemnify the Insured whilst in transit as herein defined, stock work in progress goods and/or merchandise intended for sale, sheets, ropes, packing materials and the like (excluding containers), being the property of the Insured, against accidental loss or damage occurring during the period of insurance shown in the Schedule but not exceeding the amount shown in the Schedule as the limit any one load or in the aggregate during any one period of insurance which shall be the maximum extent of Insurers liability.

DEFINITION

“In Transit” shall mean in transit per the Insureds vehicles and or trailers and/or containers (including all such conveyances in the Insureds care, custody or control) and/or Road Hauliers and/or Post and/or Parcel Post and/or Rail and other methods of despatch between any address(es) in Great Britain, Northern Ireland, the Channel Islands, Isle of Man or the Republic of Ireland, including any loading and unloading and packing and unpacking, and whilst in the normal course of transit the goods and/or merchandise are temporarily housed on or off the vehicles and/or trailers, or in containers that are on or off the vehicles and/or trailers for up to 72 hours.

EXCLUSIONS

This Section does not cover:

1. Loss or damage in respect of, or arising from, or caused by, mildew, moth, vermin, inherent vice, deterioration, insufficiency of insulation, electrical and/or mechanical derangement unless caused by external means, contamination, shortage in weight, evaporation, taint, consequential loss, loss of market, or delay.
2. Livestock, jewellery, furs, watches, precious metals and stones, Treasury notes, bullion, cash, bonds, deeds, stamps, securities, manuscripts, documents and plans, patterns, models, moulds, computer system records, safety razor blades, non ferrous metal and scrap, perfumery, tobacco, cigars, cigarettes, wines, spirits and the like, explosives, radios, television sets, tape recorders and similar articles, unless permission is obtained from the Insurers and rates and terms agreed prior to the carriage of such goods and/or merchandise.
3. Theft of or from vehicles(s) and/or trailer(s) and/or container(s) the Insureds own or in their care or control when left unattended, unless
 - a) between 2200 hours and 0600 hours – such vehicle and/or trailer and/or container is garaged in a building or parked in a fully enclosed yard, which is securely closed and locked or under constant surveillance AND the vehicle and/or trailer and/or container has all doors, window, boot, and other openings closed and securely locked, and all additional protective devices put into full and proper operation, and has all keys removed, so far as local fire regulations permit.
 - b) between 0600 hours and 2200 hours – such vehicle and/or trailer and/or container has all doors, windows, boot and other openings closed and securely locked, and all additional protective devices put into full and proper operation, and has all keys removed.
4. Any loss directly or indirectly occasioned by, or happening through, or in consequence of strikes, lock-outs, labour disturbances, riots and civil commotions other than in Great Britain, the Channel Islands and Isle of Man.
5. Property conveyed in a refrigerated, frozen, chilled or insulated condition as a result of deterioration due to any variation in temperature unless as a result of an accident to the Vehicle or unless specifically agreed by Insurers.
6. The amount of the Excess specified in the Schedule.

CLAUSES

Average

This section is subject to the Condition of Average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the limit set forth in the Schedule, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the limit bears to the total the value of the said property.

Protections

The Insured shall take all reasonable precautions for the protection and safeguarding of the goods and/or merchandise and all vehicles, trailers, containers and protective devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Insurers.

Loss Duty

It is the duty of the Insured in the event that any of the property insured hereunder be lost or damaged, to take all reasonable steps to effect its recovery or preservation.

EXTENSIONS**Sheets, Tarpaulins, Ropes – Personal Effects**

This Section extends to indemnify the Insured against all risks of physical loss, destruction of or damage which occurs during the period of Insurance to:

- a) sheets, tarpaulins, ropes, toggles, chocks, chains, skips and trolleys whilst carried in the course of transit by any vehicle up to an amount not exceeding £1,000 any one loss.
- b) personal property belonging to the driver and/or mate whilst carried in any vehicle conveying property insured in the course of their employment up to an amount not exceeding £250 any one person.

SECTION D – BOOK DEBTS**COVER**

In the event of the Insureds books of account or other business books or records at the Premises:

- a) being destroyed or damaged by an accidental cause;
- b) being lost due to theft involving entry into or exit from the Premises by forcible and violent means or any attempt thereat;
- c) being lost due to hold-up namely theft consequent upon and in connection with assault or violence or threat thereof to the Insured or any employee of the Insured;

during the period of Insurance;

(such loss, destruction or damage so caused being termed Damage in this Section) and the Insured in consequence thereof being unable to trace or establish the outstanding debit balances in whole or in part due to them, then the Insurers will pay to the Insured:

In Respect of Item 1.

the amount of loss resulting from such damage but not exceeding

- a) the difference between
 - (i) the outstanding debit balances, and
 - (ii) the total of the amounts received or traced in respect thereof,
- b) the additional expenditure incurred with the previous consent of the Insurers in tracing and establishing customers debit balances after the Damage,

provided that if the Sum Insured by this Item be less than the outstanding debit balances the amount payable shall be proportionately reduced;

In Respect of Item 2.

the reasonable charges payable by the Insured to their auditors or professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the Insurers under the terms of this section and reporting that such particulars or details are in accordance with the Insureds books of account or other business books or documents.

STANDARD CLAUSES

Declaration

1. The Insured shall within thirty days of the end of each quarter deposit with the Insurers a signed statement showing the total amount outstanding in customers' accounts as set out in the Insureds accounts as at the end of the said quarter.

On the expiry of each period of Insurance and provided that a quarterly declaration has been made for each quarter therein, the actual premium shall be calculated at the rate per cent per annum on the average amount insured i.e. the total of the sums declared divided by the number of declarations. Should the amount of a declaration exceed the Sum Insured applicable at the date of such declaration then for the purposes of this clause only the Insured shall be deemed to have declared such Sum Insured. If the actual premium shall be less than the first premium (or in the case of the second and subsequent periods of Insurance the annual premium) the difference shall be repaid to the Insured but such repayment shall not exceed 25% of the first or annual premium respectively.

If a quarterly declaration is not made for each quarter of any period of Insurance no such return of premium shall be made for that period.

Automatic Reinstatement

2. In consideration of the insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the period of Insurance.

Temporary Removal

3. This Insurance extends to include loss ascertained in accordance with the provisions of this Section resulting from Damage:
 - a) in any premises in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, occupied by persons acting on behalf of the Insured to which the Insureds books of account or other business books or records are temporarily removed;
 - b) to the Insureds books of account or other business books or records whilst in transit within Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

Fire Resisting Safes

4. It is warranted that the Insureds books of account or other business books or records in which Customers' Accounts are shown shall be kept in fire resisting safes or fire resisting cabinets when not in use. This clause shall not apply to books of account or other business books or records, which have been removed from the Premises, covered hereunder by Standard Clause 3 of this Section.

Computer data back-up

5. It is warranted that the Insured shall maintain a full backup of their programs and data on removable media which at the end of each working day or at any other time when the premises are unattended must be removed from site. The data must be backed up at least twice in every working week. Furthermore the Insured shall check all duplicate records at least once in every period of three months to ensure such data is free from corruption.

DEFINITIONS

Outstanding Debit Balances

The total last recorded by the Insured under the provisions of Standard Clause 1 of this Section adjusted for:

- a) bad debts

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

EXCLUSIONS

The Insurance by this Section does not cover loss occasioned by or happening through:

1. Erasure or distortion of information on computer systems or other records
 - a) due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by Damage to the said machine or apparatus;
 - b) due to defects in such records.
2. Deliberate falsification of business records.
3. Mislaying or misfiling of tapes and records.
4. The deliberate act of the Public Supply undertaking in restricting or withholding electricity supply.
5. Wear and tear and gradual deterioration, vermin, rust, damp or mildew.
6. The connivance by any employee of the Insured.
7. Loss, destruction or damage caused by or arising from any kind of seepage or any kind of pollution and/or contamination.

LIMIT OF LIABILITY of the Insurers under each item of this Section shall not exceed its Sum Insured as stated in the Schedule.

SECTION E – LOSS OF LICENCE

COVER

In the event of all licences which have been granted for the sale of excisable liquors in respect of the Premises stated in the Schedule being totally and permanently forfeited under the provisions of the appropriate legislation governing such licence(s) or if the licence(s) have been revoked under the provisions of the appropriate legislation governing such licence(s) or refused renewal after due application for such renewal to the appropriate authority, Insurers will pay or make good to the Insured all loss that the Insured may sustain in respect of

1. The depreciation in value of the interest of the Insured in the Premises by the forfeiture of or revocation of or refusal to renew the licence(s) to an amount not exceeding the sum insured
2. The cost and expenses being incurred by the Insured with the written consent of Insurers in connection with any appeal against the forfeiture of or revocation of or refusal to renew the licence(s) provided always that if the Insured shall be entitled to obtain the payment of compensation under the provisions of any Act of Parliament in respect of the refusal to renew the licence(s) no claim shall arise under this Section.

EXCLUSIONS

This Section does not cover

1. Any claim arising directly or indirectly from any scheme of town or country planning, improvement or redevelopment, compulsory purchase or from any alteration of the law affecting the granting, surrender, refusal to renew, suspension or forfeiture of licence(s)

2. Any claim occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission of the Insured to take any step necessary for keeping the licence(s) in force unless the Insured or any other claimant hereunder shall prove to the reasonable satisfaction of Insurers that such matter was beyond his power or control.
3. Any claim arising from the forfeiture of or revocation of or refusal to renew the licence(s) occasioned wholly or partly by a Criminal Act of the owner, manager or Insureds employees.
4. Any claim arising from the forfeiture of or revocation of or refusal to renew the licence(s) occasioned by the implementation of the Public Entertainments Licences (Drug Misuse) Act 1997.

WARRANTIES

1. In the event of the death, bankruptcy, incapacity, desertion of the premises or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect of his honesty, moral standing or sobriety) of the Tenant, Manager, Occupier or Licence holder, the Insured shall where practicable and at the request of the Insurers procure a suitable person to replace him and one to whom the Justices will transfer the licence(s) or grant the licence(s) by way of renewal.
2. The Insured shall on becoming aware of any:
 - a) complaint against the Premises or the control thereof;
 - b) proceedings against or conviction of the Licence holder, Manager, Tenant or Occupier of the Premises for any breach of licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect of his honesty, moral standing or sobriety;
 - c) transfer or proposed transfer of the license(s);
 - d) alteration in the purpose for which the Premises are used;
 - e) objection to renewal or other circumstances which may endanger the licence(s) or renewal thereof;
 - f) application for revocation of the licence(s) immediately give notice thereof in writing to the Insurers and supply such additional information and give such assistance as the Insurers may reasonably require.
3. It is warranted that the Insured shall not use any reference to the Insurers hereon to promote his/her business.

ENDORSEMENT

It is noted and agreed that this Section extends to include the entertainment licence(s) granted to the Premises.

SCOTTISH LAW

Where the Insured is subject to Scottish Law the following apply:

1. Any reference to excisable liquors is deemed to mean alcoholic liquors and any references to Justices is deemed to mean Licensing Boards
2. Cover does not operate in the event of:
 - a) Structural Alteration Orders
 - b) Closure Orders
 - c) Suspensions of Licence

SECTION F – BUSINESS INTERRUPTION

COVER

Loss in respect of each item in the Schedule resulting from interruption or interference with the Business in consequence of loss, destruction or damage (hereinafter termed "Damage") to property used by the Insured at the Premises for the purpose of the Business by the Section A perils (if the letter set against them appears on the Schedule) or by Section A Extension 1 (if the extension is shown as included on the Schedule) which occurs during the period of Insurance.

SECTION F – STANDARD CLAUSES **(Applicable to all Insurances by this Section)**

SALVAGE SALE

- A. If, following Damage giving rise to a claim under this Section, the Insured shall hold a salvage sale during the Indemnity Period, Clause a) of the item on Gross Profit shall, for the purpose of such claim, read as follows:
- a) In respect of Reduction in Turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale.

DEPARTMENTAL

- B. If the Business be conducted in departments the independent trading results of which are ascertainable, The provisions of paragraphs a) and b) of the item on Gross Profit shall apply separately to each department affected by the Damage except that, if the Insurance is not on a declaration-linked basis, if the sum insured by the said item be less than the aggregate of the sums produced by applying the rate of Gross Profit for each department of the Business (whether affected by the Damage or not) to its relative annual turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

SUBROGATION RIGHTS WAIVER

- C. In the event of a claim arising under this Section, the Insurers agree to waive any rights, remedies or relief to which they are entitled by subrogation against:
- a) Any Company standing in the relationship of Parent to Subsidiary (Subsidiary to Parent) to the Insured, as defined in Section 736 of the Companies Act 1985 (amended by Companies Act 1989) or equivalent.
- b) Any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary, in each case within the meaning of Section 736 of the Companies Act 1985 (amended by Companies Act 1989).

PAYMENT ON ACCOUNT

- D. Claim Payments on account will be made to the Insured during the Indemnity Period, if requested.

REINSTATEMENT OF LOSS

- E. In the event of loss under this Section, and in the absence of written notice by the Insurers or the Insured to the contrary, the amount of such loss is to be automatically reinstated from the date thereof, the Insured undertaking to pay such necessary premium as may be required for reinstatement for the remainder of the period of Insurance.

ACCUMULATED STOCKS

- F. In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in Turnover due to the Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods on the Insureds premises.

FINES AND DAMAGES

- G. The Insurers shall not be liable to any loss due to fines or damages for breach of contract, for late or non-completion of orders or for any penalties of whatever nature.

AUDITORS OR PROFESSIONAL ACCOUNTANTS

- H. a) Any particulars or details contained in the Insureds books of account or other business books or documents which may be required by the Insurers under Standard Clause L of this Section for the purpose of investigating or verifying any claim hereunder may be produced by auditors or professional accountants, if at the time they are regularly acting as such for the Insured, and their report shall be prima facie evidence of the particulars and details to which such report relates.
- b) Except in respect of the Increase in Cost of Working Specification the Insurers will pay to the Insured the reasonable charges payable by the Insured to their auditors or professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Insurers under the terms of Standard Clause L of this Section and reporting that such particulars or details are in accordance with the Insureds books of account or other business books or documents, provided that the sum of the amount payable under this Section shall in no case exceed the Sum Insured for the item.

LIMIT OF LIABILITY

- J. The liability of the Insurers under this Section in any one period of Insurance shall in no case exceed:
- (a) in respect of each item, the sum expressed in the Schedule to be insured thereon or in the whole the total Sum Insured by such items;
- (b) any limit of liability shown in the Schedule or any applicable clause herein; or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurers.

ALTERATION

- K. The Insurance by this Section shall be avoided if:
- (a) the Business be wound up or carried on by liquidator or receiver or permanently discontinued or;
- (b) the Insureds interest ceases, otherwise than by death, at any time after the commencement of this Insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurers.

CLAIMS

- L. On the happening of any Damage in consequence of which a claim is, or maybe, made under this Section, the Insured shall give notice in writing to the Insurers and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurers may in writing allow, at their own expense deliver to the Insurers in writing a statement setting forth particulars of this claim, together with details of all other Insurance's covering the Damage or any part of it or consequential loss of any kind resulting therefrom. The Insured shall, at his own expense, also produce and furnish to the Insurers such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Insurers for the purpose of investigating or verifying the claim, together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Section shall be payable unless the terms of this condition have been complied with, and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Insurers forthwith.

MATERIAL DAMAGE PROVISIO

- M. The Insurers liability under this Section is conditional on there being in force at the time of the happening of the Damage an Insurance covering the interest of the Insured in the property at the Premises against such Damage and that payment shall have been made or liability admitted therefore,
- or
- that payment would have been made or liability would have been admitted therefore but for the operation of a proviso in such Insurance excluding liability for losses below a specified amount.

SECTION F – EXCLUSION

This Insurance does not cover loss, destruction or damage caused by or arising from any kind of seepage or any kind of pollution and/or contamination.

SECTION F – SPECIAL CLAUSES

(Applicable only if the letter set against it appears on the Schedule)

PROVISIONAL PREMIUM ADJUSTMENT CLAUSE

A. Part 1 applies only in respect of an Insurance shown in the Schedule as being on Sum Insured Specification.

Part 2 applies only in respect of an Insurance shown in the Schedule as being on Declaration- Linked Specification.

Part 1 (Sum Insured Specification)

- a) Any other Memorandum in the Specification applicable to an adjustment of premium shall be cancelled.
- b) The first and annual premiums are provisional being 75% of the premiums payable at the commencement of the Period of Insurance with the balance of 25% to be paid within 6 months of expiry of that period, except that:

In respect of any items on Gross Profit / Rentals / Revenue, the premium paid shall be adjusted on receipt by the Insurers of a declaration of Gross Profit / Rentals / or Revenue earned during the financial year most nearly concurrent with such Period of Insurance as reported by the Insureds auditors or professional accountants;

If any Damage shall have occurred giving rise to a claim for loss of Gross Profit / Rentals / or Revenue, the above mentioned declaration shall be increased by the Insurers for the purpose of premium adjustment by the amount by which Gross Profit / Rentals / or Revenue was reduced during the financial year solely in consequence of the Damage;

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months):

- (i) is less than 75% of the Sum Insured on Gross Profit / Rentals / or Revenue for the relative period, the Insurers will allow a pro rata return of premium not exceeding 33.33% of the provisional premium;
- (ii) is greater than 75% of the Sum Insured on Gross Profit / Rentals / or Revenue for the relative period, the Insured shall pay a pro-rata additional premium not exceeding 33.33% of the provisional premium;

In the event that no declaration is received within 6 months of the expiry of such period of Insurance, the balance of 25% shall be paid.

Part 2 (Declaration-Linked Specification)

- a) Any other Memorandum in the Specification applicable to an adjustment of premium shall be cancelled.
- b) The first and annual premium are provisional and are based on 75% of the Estimated Gross Profit or Revenue:

In respect of any item on Gross Profit or Revenue, the premium paid shall be adjusted on receipt by the Insurers of a declaration confirmed by the Insureds auditors or professional accountants and furnished by the Insured not later than 6 months after the expiry of each period of Insurance of Gross Profit or Revenue earned during the financial year most nearly concurrent with such Period of Insurance as reported by the Insureds auditors or professional accountants.

If any Damage shall have occurred giving rise to a claim for loss of Gross Profit/ Revenue, the above mentioned declaration shall be increased by the Insurers for the purpose of premium adjustment by the amount by which Gross Profit /Revenue was reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months):

- (i) is less than 75% of the Estimated Gross Profit or Revenue for the relative period, the Insurers will allow a pro-rata return of premium not exceeding 25% of the provisional premium paid;

- (ii) is greater than 75% of the Estimated Gross Profit or Revenue for the relative period, the Insured shall pay a pro-rata addition to the premium paid on 75% of the Estimated amount.

SECTION F – EXTENSIONS

The undernoted extensions are operative only if specifically mentioned in the Schedule, and are subject otherwise to the limits, terms, conditions and exclusions of this section.

Any loss as insured by Item 1 of this Section resulting from interruption of or interference with the Business in consequence of Damage at the situations or to property (both noted in the Extension) shall be deemed to be loss resulting from Damage to property used by the Insured at the premises, provided that after the application of all other terms and conditions of the Section, the liability under the applicable Extension in respect of any one occurrence shall not exceed:

- a) the percentage of the total of the Sum Insured (or if on a declaration linked basis the percentage of 133.33% of the Estimated Amount) by Item 1 of this Section shown in the Schedule;

or

- b) the amount shown in the Schedule as the Limit.

A. **PROPERTY STORED** Property of the Insured whilst stored anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, elsewhere than at any premises in the occupation of the Insured.

B. **PATTERNS** Patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs, the property of the Insured or held by them in trust or on commission for which they are responsible whilst at the premises situate Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, of any machine makers, engineers, founders or other metal workers, but excluding any premises wholly or partly occupied by the Insured and whilst in transit thereto and therefrom by road, rail or inland waterway in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

C. **TRANSIT** Property of the Insured whilst in transit by road, rail or inland waterway in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, but it is understood that damage arising from impact to, or collision with, the conveying road or rail vehicle, or waterborne craft is specifically excluded from this extension.

D. **MOTOR VEHICLES** Motor Vehicles, the property of the Insured, whilst in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, elsewhere than at any premises in the occupation of the Insured.

E. **CONTRACT SITES** Any situation in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, not in the occupation of the Insured, where the Insured is carrying out a contract.

F. **EXHIBITION SITES** Any situation in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, not in the occupation of the Insured, where the Insured is exhibiting his goods for sale.

G. **PUBLIC UTILITIES (ELECTRICITY, GAS, WATER & TELECOMMUNICATIONS – including supply lines)**

Property at any:

- a) generating station or sub-station of the electricity supply undertaking from which the Insured obtains electricity including the terminal ends of the supply authority's service feeders at the Premises
- b) land based premises of the gas supply undertaking, or of any natural gas producer linked directly therewith, from which the Insured obtains gas including the supply authority's meters at the Premises
- c) waterworks or pumping station of the water supply undertaking from which the Insured obtains water including the supply authority's main stop cock serving the Premises
- d) land based premises of the telecommunications undertaking from which the Insured obtains telecommunications services including the incoming line terminals or receivers, but excluding the use of satellites for such services to the Premises.

As a direct result of cables or pipes conveying the said services to the premises of the Insured

this extension shall however exclude:

- (i) any loss or failure which does not involve a cessation of supply for at least four consecutive hours in respect of Electricity Gas Water, or at least twenty four consecutive hours in respect of telecommunications
- (ii) loss resulting from failure caused by
 1. the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity or telecommunications services (unless such discontinuation is due to a deliberate act of the supply authority for the sole purpose of safeguarding life or protecting any part of the supply system or a scheme of rationing due to Damage to the supply authority's premises)
 2. strikes or any labour or trade dispute
 3. drought
 4. other atmospheric or weather conditions, but this shall not exclude failure due to damage to equipment caused by such conditions
- (iii) loss damage cost or expense resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs

- H. PREVENTION OF ACCESS Property in the vicinity of the Premises, destruction of or damage to which shall prevent or hinder use of the Premises or access thereto, whether the Premises or property of the Insured shall be damaged or not.
- I. DAMAGE IN THE VICINITY Property in the vicinity of the Premises, destruction of or damage to which shall cause loss of custom of the Insured, directly due to loss of amenities in the immediate vicinity of the Premises, whether the Premises or property of the Insured therein shall be damaged or not.
- J. SPECIFIED SUPPLIERS The premises of those suppliers which are detailed in the Schedule.
- K. UNSPECIFIED SUPPLIERS AND STORAGE SITES The premises of any of the Insureds suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any supply undertaking from which the Insured obtains electricity, gas or water or telecommunication services and premises not in the occupation of the Insured where property of the Insured is stored, all in Great Britain, Northern Ireland, the Channel Islands or Isle of Man.
- L. SPECIFIED CUSTOMERS The premises of those customers which are detailed in the Schedule.
- M. UNSPECIFIED CUSTOMERS The premises of any of the Insureds customers in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- N. MOTOR VEHICLE MANUFACTURERS The premises of those motor vehicle manufacturers which are detailed in the Schedule.
- O. INFECTIOUS DISEASES The Insurance by this Section is extended to include loss as insured hereunder directly resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of:
 - a) Notifiable Disease manifested by any person whilst at the Premises;
 - b) an outbreak of a Notifiable Disease within 25 miles of the Premises;
 - c) murder or suicide occurring at the Premises;
 - d) injury or illness sustained by any guest arising from, or traceable to, foreign or injurious matter in food or drink provided on the Premises;
 - e) closing of the whole or part of the Premises by the order or on the advice of a competent Public Authority as a result of:
 - (i) defects in the drains or other sanitary arrangements in the Premises

- (ii) the Premises becoming infested with vermin or pests.

And if the Business comprises/includes hotel or boarding house proprietors or nursing and residential home proprietors:

- f) the cancellation of bookings for accommodation at the Premises in consequence of the outbreak of a Notifiable Disease anywhere in Great Britain, Northern Ireland, Channel Islands, or the Isle of Man.

Special Provisions

1. Notifiable Disease means illness sustained by any person resulting from any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS-related condition) an outbreak of which the competent local authority has stipulated shall be notified to them;
2. for the purpose of this clause, Indemnity Period means the period during which the results of the Business shall be affected in consequence of the Damage beginning:
 - (i) in the case of a),b),c),d) and f) above, with the occurrence or discovery of the incident;
 - (ii) in the case of e) above, with the date from which the restrictions on the Premises are applied and ending not later than the Maximum Indemnity Period thereafter.

SECTION F – GROSS PROFIT SUM INSURED SPECIFICATION

ITEM No.	Sum Insured
1. On Gross Profit	As stated in the Schedule

The Insurance under Item No.1 is limited to loss of Gross Profit due to: a) Reduction in Turnover, and b) Increase in Cost of Working, and the amount payable as indemnity thereunder shall be:

- a) in respect of Reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Damage;
- b) in respect of Increase in Cost of Working the additional expenditure (subject to the provisions of the Uninsured Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided;

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

DEFINITIONS

Note 1: To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms in this Insurance shall be exclusive of such tax.

Note 2: For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

Indemnity Period

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

Maximum Indemnity Period

The number of months stated in the Schedule.

Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

Gross Profit

The amount by which:

- a) the sum of the amount of the Turnover and the amounts of the closing stock and closing work in progress shall exceed;
- b) the sum of the amounts of the opening stock and opening work in progress and the amount of the Specified Working Expenses.

Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insureds normal accountancy methods, due provision being made for depreciation.

Specified Working Expenses

Purchases (less discounts received). Discounts allowed: Carriage, Packing and Freight and such additional expenses specified in the Schedule.

Note: The words and expressions used in this definition (other than wages) shall have the meaning usually attached to them in the books and accounts of the Insured.

Rate of Gross Profit The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage) to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the damage
Annual Turnover The Turnover during the twelve Months immediately before the date of the Damage)
Standard Turnover The Turnover during that period In the twelve months immediately before the date of the damage which corresponds with the Indemnity Period)

Alternative Trading Clause

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business, either by the Insured or by others on his behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Uninsured Standing Charges Clause

If any standing charges of the Business be not insured by this Insurance (having been deducted in arriving at the Gross Profit as defined herein) then, in computing the amount recoverable hereunder as Increase in Cost of Working, that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

SECTION F – GROSS PROFIT DECLARATION LINKED SPECIFICATION

ITEM No.	Estimated Gross Profit
1. On Gross Profit	As stated in the Schedule

The Insurance under Item No. 1 is limited to loss of Gross Profit due to a) Reduction in Turnover and b) Increase In Cost of Working and the amount payable as indemnity thereunder shall be:

- a) in respect of Reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Damage;
- b) in respect of Increase in Cost of Working the additional expenditure (subject to the provisions of the Uninsured Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover, which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided;

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

Notwithstanding Standard Clause J of the Business Interruption Section:

- (i) the liability of the Insurers shall in no case exceed in respect of Gross Profit 133.33% of the Estimated Gross Profit stated herein, in respect of each other item 100% of the Sum Insured stated herein nor in the whole the sum of 133.33% of the Estimated Gross Profit and 100% of the sums insured by other items or such other amounts as may be substituted therefore by memorandum signed by or on behalf of the Insurers;
- (ii) in the absence of written notice by the Insured or the Insurers to the contrary the Insurers liability shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

DEFINITIONS

Note 1: To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms in this Insurance shall be exclusive of such tax.

Note 2: For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

Indemnity Period

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

Maximum Indemnity Period

The number of months stated in the Schedule.

Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

Gross Profit

The amount by which :

- a) the sum of the amount of the Turnover and the amounts of the closing stock and closing work in progress shall exceed;
- b) the sum of the amounts of the opening stock and opening work in progress and the amount of the Specified Working Expenses.

Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insureds normal accountancy methods, due provisions being made for depreciation.

Specified Working Expenses

Purchases (less discounts received). Discounts allowed: Carriage, Packing & Freight and such additional expenses specified in the Schedule.

Note: The words and expressions used in this definition (other than wages) shall have the meaning usually attached to them in the books and accounts of the Insured).

Estimated Gross Profit

The amount declared by the Insured to the Insurers as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year, most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

Rate of Gross Profit The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage) to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after the Damage, or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

Standard Turnover The Turnover during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period)

Premium Adjustment Clause

The first and annual premiums (in respect of Item 1) are provisional and are based on the Estimated Gross Profit.

The Insured shall provide to the Insurers, not later than six months after the expiry of each period of Insurance, a declaration confirmed by the Insureds auditors or professional accountants of the Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance.

If any Damage shall have occurred giving rise to a claim for loss of Gross Profit, the above mentioned declaration shall be increased by the Insurers for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided above and proportionately increased where the Maximum Indemnity Period exceeds 12 months):

- a) is less than the Estimated Gross Profit for the relative period of Insurance, the Insurers will allow a pro-rata return of premium paid on the Estimated Gross Profit (but not exceeding 25% of such premium);
- b) is greater than the Estimated Gross Profit for the relative period of Insurance, the Insured shall pay a pro-rata addition to the premium paid on the Estimated Gross Profit.

Alternative Trading Clause

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business, either by the Insured or by others on his behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Uninsured Standing Charges Clause

If any standing charges of the Business be not insured by this Insurance (having been deducted in arriving at the Gross Profit as defined herein) then, in computing the amount recoverable hereunder as Increase in Cost of Working, that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

Renewal Clause

The Insured shall, prior to each renewal, provide the Insurers with the Estimated Gross Profit for the financial year most nearly concurrent with the ensuing year of Insurance.

SECTION F – GROSS REVENUE SUM INSURED SPECIFICATION

ITEM No.	Sum Insured
1. On Gross Revenue	As stated in the Schedule

The Insurance under Item No. 1 is limited to a) Loss of Gross Revenue and b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

- a) in respect of Loss of Gross Revenue, the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Damage;
- b) in respect of Increase in Cost of Working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the reduction in Gross Revenue thereby avoided;

Less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business, payable out of Gross Revenue, as may cease or be reduced in consequence of the Damage.

Provided that if the Sum Insured by this item be less than the Annual Gross Revenue (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

DEFINITIONS

Note 1: To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms in this Insurance shall be exclusive of such tax.

Note 2: For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

Indemnity Period

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

Maximum Indemnity Period

The number of months stated in the Schedule.

Gross Revenue

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

Annual Gross Revenue The Gross Revenue during the twelve Months immediately before the date of the Damage) to which such adjustments shall be made as may be) necessary to provide for the trend of the Business and) for variations in or other circumstances affecting the Business,) either before or after the Damage, or which would have) affected the Business had the Damage not occurred, so that) the figures thus adjusted shall represent as nearly as may be) reasonably practicable the results which, but for the Damage) would have been obtained during the relative period after the) Damage.

Standard Gross Revenue The Gross revenue during that period in twelve Months immediately before the date of the Damage which corresponds with the Indemnity Period

Alternative Trading Clause

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business, either by the Insured or by others on his behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Gross Revenue during the Indemnity Period.

Premium Adjustment Clause

The premium paid hereon will be adjusted on receipt by the Insurers of a declaration of Gross Revenue earned during the financial year most nearly concurrent with the period of Insurance, as reported by the Insureds Auditors or Professional Accountants. If any Damage shall have occurred giving rise to a claim for loss of Gross Revenue, the above mentioned

declaration shall be increased by the Insurers for the purpose of premium adjustment by the amount by which the Gross Revenue was reduced during the financial year, solely in consequence of the Damage. If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured on Gross Revenue for the relative period of Insurance, the Insurers will allow a pro-rata return of premium not exceeding 25% of the premium paid.

SECTION F – GROSS REVENUE DECLARATION LINKED SPECIFICATION

ITEM No.	Estimated Gross Revenue
1. On Gross Revenue	As stated in the Schedule

The Insurance under Item No.1 is limited to a) Loss of Gross Revenue and b) Increase in Cost of Working, and the amount payable as indemnity hereunder shall be:

- a) in respect of the Loss of Gross Revenue, the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Damage;
- b) in respect of Increase in Cost of Working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the reduction in Gross Revenue thereby avoided;

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Damage.

Notwithstanding Standard Clause J of this Business Interruption section:

- (i) the liability of the Insurers shall in no case exceed in respect of Gross Revenue 133.33% of the Estimated Gross Revenue stated herein, in respect of each other item 100% of the Sum Insured stated herein nor in whole the sum of 133.33% of Estimated Gross Revenue and 100% of the sums insured by other items or such other amounts as may be substituted therefore by memorandum signed by or on behalf of the Insurers;
- (ii) in the absence of written notice by the Insured or the Insurers to the contrary, the Insurers liability shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

DEFINITIONS

Note 1: To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms in this Insurance shall be exclusive of such tax.

Note 2: For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter, during which the results of the Business shall be effected in consequence thereof.

Maximum Indemnity Period

The number of months stated in the Schedule.

Gross Revenue

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

Estimated Gross Revenue

The amount declared by the Insured to the Insurers as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

Standard Gross Revenue

The Gross Revenue during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in, or other circumstances, affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

Premium Adjustment Clause

The first and annual premiums (in respect of Item 1) are provisional and are based on the Estimated Gross Revenue.

The Insured shall provide to the Insurers, not later than six months after the expiry of each period of insurance, a declaration confirmed by the Insureds auditors or professional accountants of the Gross Revenue earned during the financial year most nearly concurrent with the Period of Insurance.

If any Damage shall have occurred giving rise to a claim for loss of Gross Revenue the above mentioned declaration shall be increased by the Insurers for the purpose of premium adjustment by the amount by which the Gross Revenue was reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided above and proportionately increased where the Maximum Indemnity Period exceeds 12 months):

- a) is less than the Estimated Gross Revenue for the relative period of Insurance, the Insurers will allow a pro-rata return of premium paid on the Estimated Gross Revenue (but not exceeding 25% of such premium);
- b) is greater than the Estimated Gross Revenue for the relative period of Insurance, the Insured shall pay a pro-rata addition to the premium paid on the Estimated Gross Revenue.

Alternative Trading Clause

If, during the Indemnity Period, goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Gross Revenue during the Indemnity Period.

Renewal Clause

The Insured shall, prior to each renewal, provide the Insurers with the Estimated Gross Revenue for the financial year most nearly concurrent with the ensuing year of Insurance.

SECTION F – GROSS RENTALS SPECIFICATION

ITEM No.	Sum Insured
1. On Gross Rentals	As stated in the Schedule.

The insurance under Item No. 1 is limited to Loss of Gross Rentals and the amount payable as Indemnity thereunder shall be:

In respect of Loss of Gross Rentals, the amount by which the Gross Rentals during the Indemnity Period shall, in consequence of the Damage, fall short of the standard Gross Rentals;

Less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business normally payable out of Gross Rentals as may cease or be reduced in consequence of the Damage.

Provided that if the Sum Insured by this item be less than the Annual Gross Rentals (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

DEFINITIONS

Note 1: To the extent that the Insured is accountable to the Tax Authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

Note 2: For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

Indemnity Period

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

Maximum Indemnity Period

The number of months stated in the Schedule.

Gross Rentals

The money paid or payable to the Insured by the Tenants in respect of rental of the Premises.

Annual Gross Rentals The Gross Rentals during the twelve Months immediately before the date of the Damage) to which such adjustments shall be made as may be) necessary to provide for the trend of the Business and for) variations in, or other circumstances affecting the Business,) either before or after the Damage, or which would have) affected the Business had the Damage not occurred, so that) the figures thus adjusted shall represent as nearly as may be) reasonably practicable the results which, but for the Damage,) would have been obtained during the relative period after the) Damage.
Standard Gross Rentals The Gross rentals during that period in twelve Months immediately before the date of the Damage which corresponds with the Indemnity Period	

SECTION F – INCREASE IN COST OF WORKING SPECIFICATION

ITEM No.	Sum Insured
1. On Increase in Cost of Working	As Stated in the Schedule
2. On Auditors or Professional Accountants' Charges	As Stated in the Schedule

The Insurance under Item No. 1 is limited to Increase in Cost of Working, and the amount payable as indemnity thereunder shall be the additional expenditure necessarily and reasonable incurred in consequence of the Damage in order to continue the Business during the Indemnity Period. Provided that the indemnity under Item No.1 shall be limited to the Additional Expenditure which is necessarily incurred to maintain the Business as existing immediately before the Damage.

The liability of the Insurers shall be no more than 50% of the Sum Insured by Item No.1 for such additional expenditure arising in the first 3 months following the date of the Damage or 10% of the Sum Insured for the additional expenditure in any one month thereafter but Insurers liability shall not exceed the Sum Insured for Item No.1 as stated in the Schedule.

The Insurance under Item No. 2 is limited to the reasonable charges payable by the Insured to their Auditors or Professional Accountants for producing and reporting any particulars or details contained in the Insureds books of account or other business books or documents or such other proofs, information, or evidence as may be required by the Insurers under the terms of Standard Clause L of this Section.

DEFINITIONS

Indemnity Period

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

Maximum Indemnity Period

The number of months as stated in the Schedule.

SECTION G – EMPLOYERS’, PUBLIC AND PRODUCTS LIABILITY

SECTION G – DEFINITIONS

1. **Injury** shall mean
 - a) death bodily injury illness or disease false arrest imprisonment or false eviction of or to any person
 - b) mental injury mental anguish or nervous shock but not defamation
 2. **Employee** shall mean any
 - a) person under a contract of service or apprenticeship with the Insured
 - b) labour master or labour only sub-contractor or person supplied or employed by them
 - c) self employed person
 - d) person hired to or borrowed by the Insured
 - e) person under a work experience or training scheme
 - f) voluntary workers
 - g) person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured

whilst working under the direction and control of the Insured in connection with the Business
 3. **Damage** shall mean loss of possession of or damage to tangible property but shall not include Data
 4. **Data** shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
 5. **Offshore** shall mean from the time an Employee embarks onto a conveyance at the point of final departure onto an Offshore rig platform or support vessel until the Employee disembarks onto land upon their return from an Offshore rig platform or support vessel
 6. **Pollution** shall mean Pollution or contamination of the atmosphere or of any water land or other tangible property
 7. **Product** shall mean any property (including packaging containers and labels) after it has left the custody or control of the Insured which has been designed specified formulated manufactured constructed installed sold supplied distributed treated serviced altered or repaired by or on behalf of the Insured
 8. **Damages** shall mean monetary compensation capable of being awarded in civil proceedings but excluding aggravated damages and/or exemplary damages and/or punitive damages
 9. **Geographical Limits** shall mean
 - a) Great Britain Northern Ireland the Channel Islands and the Isle of Man and offshore installations in territorial waters around Great Britain and its Continental Shelf
 - b) anywhere in the world in respect of temporary Business visits undertaken by any Employee normally resident in the territories defined in a) above provided such Employee is engaged in non-manual work
 - c) anywhere in the world in respect of products sold or supplied from the territories defined in a) above
 10. **Excess** shall mean the total amount inclusive of claimants costs fees and expenses as stated in the Schedule payable by the Insured or any other person entitled to receive indemnity before the Insurers are liable to make any payment
- It being agreed that if any payment made by Insurers shall include this amount such amount shall be repaid to the Insurers forthwith

SECTION G – OPERATIVE AND INDEMNITY CLAUSE

The Insurers in consideration of the Insured having paid or agreed to pay the premium will indemnify the Insured against

1. their liability to pay Damages (including claimants' costs fees and expenses) in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by Insurers in granting such cover which offer and acceptance must be signified by specific endorsement to this Insurance
2. all costs fees and expenses incurred by the Insured with Insurers prior written consent in the defence or settlement of any claim under this Insurance (hereinafter called "Defence Costs") other than in respect of actions in the United States of America or Canada

Defence Costs include legal expenses

- a) arising out of representation at any Coroners Inquest or Fatal Accident Inquiry
- b) arising out of any criminal prosecution proceedings relating to an offence alleged to have been committed during the Period of Insurance and in the course of the Insureds Business in respect of matters which may form the subject of indemnity by this Insurance (including, with the Insurers prior consent employees partners or directors of the Insured) provided that
 - (i) Insurers shall not be liable for any fines or penalties imposed as a consequence of such prosecution
 - (ii) Insurers shall not be responsible for Defence Costs where at the Insurers discretion they may require the opinion of counsel (whose appointment is at the Insurers sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsels opinion is that there is no reasonable defence to the prosecution
 - (iii) Insurers liabilities for Defence Costs in cases of breach or alleged breach of The Health and Safety at Work Act 1974 and such Regulations as are passed under or exist as a consequence of that Act are (unless with the Insurers prior consent otherwise) limited to prosecutions under Section 33(1)(a) to (c) of the Act or similar duty imposed under legislation in Northern Ireland, the Isle of Man or the Channel Islands
 - (iv) Insurers liabilities for Defence Costs in cases of breach or alleged breach of Part II of the Consumer Protection Act 1987 will be limited to proceedings not consequent upon a deliberate act or omission

The indemnity applies only to such liability as defined by each insured Sub Section arising out of the Business specified in the Schedule subject always to the terms Conditions and Exclusions of such Sub Section and of the Insurance as a whole

SECTION G – SUB SECTION 1 EMPLOYERS LIABILITY

Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause but only for Injury to an Employee where such Injury arises out of the Business and is caused during the Period of Insurance as stated in the Schedule within the Geographical Limits

Limits of Indemnity

Insurers liability to pay Damages (including claimants' costs fees and expenses) and Defence Costs shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause

Rights of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Channel Islands, Isle of Man and Offshore installations in territorial waters around Great Britain and its continental shelf but the Insured shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law ordinance or statute

Additional Persons Insured

At the request of the Insured indemnity will be extended to

1. any director of the Insured or Employee in respect of liability arising in connection with the Business
2. any officer committee or member of the Insureds canteen sports social welfare organisation fire security first aid medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
3. any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

each of whom shall as though the Insured be subject to the terms of this Insurance so far as they can apply and provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

SECTION G – SUB SECTION 2 PUBLIC LIABILITY

Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause for

1. Injury
2. Damage
3. nuisance trespass or interference with any easement right of air light water or way

occurring during the Period of Insurance as stated in the Schedule within the Geographical Limits but not against liability arising out of or in connection with any Product

Limits of Indemnity

Insurers liability to pay Damages (including claimants' costs fees and expenses) and Defence Costs shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Sub Section and Sub Sections 3 each Sub Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Insurers liability shall be limited to the greatest Limits of Indemnity available under either Sub Section providing indemnity for the occurrence or series of occurrences

Additional Persons Insured

At the request of the Insured indemnity will be extended to include liability of

1. any director of the Insured or Employee in respect of liability arising in connection with the Business
2. any officer committee or member of the Insureds canteen sports social welfare organisation fire security first aid medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
3. any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

each of whom shall as though the Insured be subject to the terms of this Insurance so far as they can apply and provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

Exclusions

This Section does not apply to liability

1. arising out of the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability

- a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer
 - b) arising beyond the limits of any carriageway or thoroughfare by the loading or unloading of any motor vehicle or trailer
 - c) for Damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon
 - d) arising out of any motor vehicle or trailer temporarily in the Insureds custody or control for the purpose of parking and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer
2. arising out of the ownership possession or use by or on behalf of the Insured of any aircraft watercraft or hovercraft other than watercraft not exceeding fifty feet in length (and then only whilst on inland waterways) or watercraft used for Business entertainment where the Insured is not responsible for insurance
3. for Damage to property owned leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insureds care custody or control other than
- a) premises (or the contents thereof) temporarily occupied by the Insured for work therein (but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work)
 - b) employees' and visitors' clothing and personal effects including vehicles and their contents
 - c) premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement

SECTION G – SUB SECTION 3 PRODUCTS LIABILITY

Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause for Injury and/or Damage occurring during the Period of Insurance as stated in the Schedule within the Geographical Limits but only against liability arising out of or in connection with any Product

Limits of Indemnity

Insurers liability to pay Damages (including claimants' costs fees and expenses) and Defence Costs shall not exceed the sum stated in the Schedule in respect of all occurrences

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Sub Section and Sub Section 2 each Sub Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Insurers liability shall be limited to the greatest Limits of Indemnity available under either Sub Section providing indemnity for the occurrence or series of occurrences

Additional Persons Insured

At the request of the Insured indemnity will be extended to include liability of

- 1. any director of the Insured or Employee in respect of liability arising in connection with the Business
- 2. any officer committee or member of the Insureds canteen sports social welfare organisation fire security first aid medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
- 3. any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official each of whom shall as though the Insured be subject to the terms of this Insurance so far as they can apply and provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

Exclusions

This Section does not apply to liability

1. for Damage to any Product or part thereof
2. for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or financial loss consequent upon the necessity for such repair reconditioning or replacement
3. arising out of the recall of any Product or part thereof
4. arising out of any Product which with the Insureds knowledge is intended for manufacturers of aircraft and safety critical aircraft components such as airframe, driving equipment, landing gear, under structure, electronic equipment, hydraulic equipment and technical instruments.
5. arising out of blood and blood product manufacturers sellers and distributors, blood banks and blood donation facilities. Blood and blood products include blood preparations, sera, plasma and whole blood to the extent that they are derived from human blood and are intended for use as a drug.
6. arising out of tobacco producers and manufacturers of tobacco products unless this Insurance contains a carcinoma and related diseases exclusion clause.

SECTION G – CONDITIONS

1. Proportionment of Defence Costs

Except where the Limit of Indemnity is inclusive of Defence Costs if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim the liability of the Insurers to pay all Defence Costs in connection therewith shall be limited to such proportion of the said Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of a claim

2. Burning and Welding

It is a condition precedent to liability that in respect of the use of blow-lamps propane torches or similar burning equipment oxy-acetylene or similar burning or welding equipment and soldering or brazing equipment the undernoted minimum precautions must be complied with on each occasion:

– before starting work

- a) the Insured shall appoint a competent Employee to be responsible for fire safety and for ensuring that these precautions are taken
- b) if working away from the Insureds premises the appointed Employee shall obtain permission to carry out the work from the person in charge of the site
- c) all Employees and any sub-contractors shall be made aware of the location of fire alarms and fire fighting equipment
- d) the appointed Employee shall examine the vicinity of the place where the heat is to be applied (including the area on the opposite side of any wall or partition) and shall ensure that all combustible materials are removed to beyond a radius of 15 metres. Where such material cannot be moved it must be covered and fully protected by overlapping sheets or screens of non-combustible material.
- e) a sufficient number of suitable fire extinguishers shall be kept close to the work available for immediate use and not removed until at least one hour after completion of the work
- f) gas cylinders not in immediate use shall be stored in the open air at least 15 metres from where the heat is to be applied
- g) all heating of asphalt bitumen or similar material will be carried out in the correct vessel using portable gas. If the vessel is to be used on a potentially combustible surface it must have an adequate air gap and be placed upon an adequate thickness of non-combustible material

– during the progress of the work

- a) a responsible person shall work alongside each operative using the equipment solely to see that there is no outbreak of fire and that the fire-fighting equipment and extinguishers are available for immediate use
- b) blow-lamps and torches shall be lighted as short a time as possible before use, not left unattended and extinguished immediately after use

– after ceasing work

upon completion of the application of heat an examination, every half hour, for a period of one hour shall be made of

- a) the immediate vicinity of the work i.e. within a radius of 15 metres
- b) the area on the other side of any wall or partition to ensure that there is no risk of fire

SECTION G – GENERAL EXCLUSIONS

1. Road Traffic Act

This Insurance does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation

2. Offshore

This Insurance does not apply to liability in connection with any work Offshore. If Insurers are required by law under Sub Section 1 of this Insurance to make a payment regarding Offshore cover then a Limit of Indemnity of £5,000,000 any one occurrence shall apply.

3. Construction Exclusion applicable only to Sub Section 1 or 2

The Insurers shall not indemnify the Insured under this Insurance in connection with:

- a) any work of demolition (except demolition of buildings not exceeding 9 metres in height when such demolition is carried out by workmen in the direct employment of the Insured and which forms part of a contract for reconstruction alteration or repair)
- b) the construction alteration maintenance demolition or repair of towers gas holders steeples chimney shafts viaducts bridges piers docks dams or tunnels
- c) pile driving structural steel erection or repair mining quarrying tunnelling excavating and the provision of all underground or underwater services in connection therewith other than ground workers to a maximum depth limit of five metres

4. Exclusions applicable only to Sub Sections 2 and 3

This Insurance does not apply to liability

- a) for Injury to an Employee where such Injury arises out of the Business
- b) arising out of the deliberate conscious or intentional disregard by the Insureds technical or administrative management of the need to take all reasonable steps to prevent Injury Damage nuisance trespass or interference with any easement right of air light water or way
- c) arising out of liquidated damages clauses penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- d) arising out of professional advice design or specification given by the Insured for a fee

- e) arising from Pollution other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the period of insurance. All Pollution which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place. Insurers liability to pay Damages (including claimant's costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of all occurrence.

5. Excess

This Insurance does not apply to liability for the Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause

SECTION G – GENERAL EXTENSIONS

1. Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this Insurance the Insurers will provide compensation to the Insured at the following rates per day on which attendance is required

- a) any director or partner of the Insured £500
- b) any employee £250

Provided always that

- (i) the Insurers shall not be liable unless the Insurers have the sole conduct and control of all claims covered by this Extension
- (ii) this Extension shall not apply to any liability which is covered by any other Insurance

2. Cross Liabilities

Not applicable to Sub Section 1

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other subject to Insurers total liability not exceeding the stated Limits of Indemnity

3. Data Protection Act 1998

Applicable to Sub Sections 2 and 3

It is agreed that the indemnity provided by this Insurance extends to include liability for damage and distress under Sections 22 and 23 of the Data Protection Act 1984 or Section 13 of the Data Protection Act 1998 provided that

- a) the liability arises from data for which the Insured are registered under the Act
- b) the Insured are not in business as a Computer Bureau
- c) the Insured do not supply data for a fee other than to a data subject
- d) the Insurers will not provide an indemnity against any claim or claims made by or on behalf of any director or Employee of the Insured in connection with employment in the Business

4. Defective Premises Act

It is agreed that in respect of liability arising out of the ownership of premises in the event of any premises being disposed of by the Insured prior or subsequent to the inception of this cover the indemnity shall apply to liability which devolves upon the Insured by reason of the Defective Premises Act 1972 or similar legislation provided that

- a) such liability is not otherwise insured
- b) the Insurers shall not be liable in respect of the costs incurred by anyone in removing rebuilding repairing or rectifying any such premises

5. Principals

Where the Insured so requests the Insurers agree to indemnify any Principal of the Insured but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Insured such Principal shall be subject to and comply with the terms and Conditions herein and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule

6 Motor Contingent Liability

Applicable to Sub Section 2

It is agreed that notwithstanding Exclusion 1 of Sub Section 2 herein this Insurance is extended to provide an indemnity in respect of Injury or Damage arising out of the use of any motor vehicle owned by an Employee and being used in the course of the Business of the Insured

Provided always that no indemnity is provided by this Extension

- a) in respect of personal injury to any person being carried by motor cycle otherwise than in a sidecar attached to it
- b) for loss of or Damage to any vehicle and/or contents therein
- c) for death injury illness disease or loss or Damage arising while such vehicle is being driven by the Insured or any Employee of the Insured other than the owner of such vehicle
- d) if such vehicle is more specifically insured
- e) for any Employee whilst driving or in charge of such vehicle
- f) if such vehicle is being used outside Great Britain Northern Ireland Channel Islands Isle of Man

All extensions are subject otherwise to the terms Conditions limitations and Exclusions of this Insurance

SECTION H – COMMERCIAL LEGAL PROTECTION

DAS Legal Expenses Insurance Company is authorised and regulated by the Financial Services Authority.

To make sure that you get the most from your DAS cover, please take time to read this section which explains the contract between us. Please take extra care in following the procedures under **Employment Compensation Awards cover (insured incident 1(b))**.

If you have any questions or would like more information, please contact your insurance adviser or DAS if you have bought the policy direct.

It will help if you keep the following points in mind:

How we can help

To make a claim under this section please telephone us on 0117 934 2111. We will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, we will provide you with a claim reference number. At this point we will not be able to confirm that you are covered but we will pass the information you have given us to our claims handling teams and explain what to do next.

If you would prefer to report your claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can email your claim to us at newclaims@das.co.uk

Claims are usually handled by a representative appointed by us, but sometimes we deal with them ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

If you need help from us

You can phone us any time on 0117 934 2111 for advice on any commercial legal or tax problem affecting your business.

When we cannot help

Please do not ask for help from a solicitor or accountant before we have agreed. If you do, we will not pay the costs involved.

Problems

We will always try to give you a quality service. If you think we have let you down, please write to our Customer Relations Department at our Head Office address shown below. Or you can telephone us on 0117 934 0066 or email us at customerrelations@das.co.uk

Details of our internal complaint-handling procedures are available on request.

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the policy schedule if the premium has been paid.

We agree to provide the insurance in this section in accordance with the operative covers shown in the policy schedule as long as:

- a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- c) in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If a **representative** is used, **we** will pay the **costs and expenses** incurred for this. **We** will pay Compensation Awards that **we** have agreed to.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

THE MEANING OF WORDS IN SECTION H

1. **We, us, our**

DAS Legal Expenses Insurance Company Limited.

2. **The policyholder**

As shown in the policy schedule.

3. **Insured person**

The policyholder and the directors, partners, managers, employees and any other individuals declared to **us** by **the policyholder**.

4. **Representative**

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this section.

5. **Period of insurance**

The period for which **we** have agreed to cover the **insured person** and for which the premium has been paid.

6. **Full enquiry**

An extensive examination by HM Revenue & Customs which considers all aspects of **the policyholder's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of **the policyholder's** self assessment and/or corporation tax return.

7.

a) **Aspect enquiry**

An examination by HM Revenue & Customs which considers one or more specific aspects of **the policyholder's** self assessment and/or corporation tax return.

b) **Tax intervention enquiry**

An examination by HM Revenue & Customs to measure the level of compliance in **the policyholder's** financial accounting records to highlight areas where errors have or may occur.

8. **Date of occurrence**

a) For civil cases (other than under **insured incident - 4 Tax Protection**), the **date of occurrence** is when the cause of action first accrued.

b) For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

c) For licence or registration appeals, the **date of occurrence** is when **the policyholder** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **the policyholder's** licence or British Standard Certificate of Registration.

d) For **full enquiries** or **aspect enquiries**, the **date of occurrence** is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

For **tax intervention enquiries**, the **date of occurrence** is when HM Revenue & Customs first contacts **the policyholder** in relation to commencing an intervention enquiry into their business accounts.

For Employers' Compliance and Value Added Tax disputes, the **date of occurrence** is when the relevant authority sends an assessment or written decision to **the policyholder**.

9. Costs and expenses

- Legal costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

- Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the **representative**.

- Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **we** will pay is based on the following:

- * the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- * if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- * if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

10. Territorial limit

- For **insured incidents 2 Legal Defence (excluding 2(4))**, and **3(b) Bodily Injury** The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- For all other **insured incidents** The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with **us**.

INSURED INCIDENTS WE WILL COVER

1. EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

a) Employment Disputes

We will defend the **policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with
 - a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with the **policyholder**; or
 - b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

b) Compensation Awards

We will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **we** have accepted under **insured incident 1(a)**.

Provided that

1. In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - a) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or
 - b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c) sought and followed advice from **our** legal advice service.
2. For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from our legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from **our** Claims Department prior to serving notice of redundancy.
4. The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.
5. The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one period of insurance.

What is not covered

1. Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.

3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

c) Service Occupancy

We will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2. LEGAL DEFENCE

At **the policyholder's** request

1. We will defend the **insured person's** legal rights:
 - a) prior to the issue of legal proceedings when dealing with the
 - Police
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - c) if civil action is taken against the insured person for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
2. **We** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
3. **We** will defend the **insured person's** (other than **the policyholder**) legal rights if:
 - a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
4. **We** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.
5. **We** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.
6. **We** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that

1. In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies.

2. At the time of the **insured incident**, **the policyholder** has registered with the Information Commissioner in respect of **insured incident (1)(c)**.

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. PROPERTY PROTECTION AND BODILY INJURY

a) Property Protection

We will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes physical damage to such material property; or
2. any nuisance or trespass.

What is not covered

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

b) Bodily Injury

At **the policyholder's** request, **we** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

4. TAX PROTECTION

a) Full or Aspect Enquiries

We will negotiate on behalf of **the policyholder** in respect of a **full enquiry** and/or **aspect enquiry** and represent them in any subsequent appeal proceedings.

b) Tax Intervention Enquiries

We will negotiate on behalf of **the policyholder** and represent them in any dealings with HM Revenue & Customs in respect of a **tax intervention enquiry**.

c) Employers' Compliance

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

d) VAT Disputes

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that

1. For all **insured incidents**, **the policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
2. We will not pay more than £2,000 for claims in respect of **aspect enquiries** or **tax intervention enquiries**.

What is not covered

1. In respect of **aspect enquiries** and **tax intervention enquiries** the first £200 of **costs and expenses** in each and every claim.
2. Any **insured incident** arising from a tax avoidance scheme.
3. Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
4. Any **insured incident** arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
5. Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

WHAT IS NOT COVERED BY SECTION H

1. Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **us**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1(b) Compensation Awards** and **2 Legal Defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.

7. A dispute with **us** not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review.
10. Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
11. Legal action an **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.
12. When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
13. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.
14. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

CONDITIONS WHICH APPLY TO SECTION H

1. An **insured person** must:
 - a) keep to the terms and conditions of this section;
 - b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d) try to prevent anything happening that may cause a claim;
 - e) send everything **we** ask for, in writing;
 - f) give **us** full details of any claim as soon as possible and give **us** any information **we** need.
2.
 - a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
 - b) **We** will choose the **representative** to represent an **insured person** in any proceedings where we may be liable to pay a **compensation award**. In any other case an **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - (ii) there is a conflict of interest

- c) Before an **insured person** chooses a lawyer or an accountant, **we** can appoint a **representative**.
 - d) Any **representative** will be appointed by us and represent an **insured person** according to **our** standard terms of appointment (which may include a 'no win, no fee' agreement). The **representative** must co-operate fully with us at all times.
 - e) **We** will have direct contact with the **representative**.
 - f) An **insured person** must co-operate fully with **us** and with the **representative** and must keep **us** up-to-date with the progress of the claim.
 - g) An **insured person** must give the **representative** any instructions that **we** require.
- 3.
- a) An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.
 - b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
 - c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4.
- a) If **we** ask, an **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited.
 - b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
5. If a **representative** refuses to continue acting for you with good reason or if you dismiss a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
7. If there is a disagreement about the way **we** handle a claim that is not resolved through our internal complaints procedure, **we** and the **insured person** can choose a suitably qualified person to arbitrate. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this **we** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
8. **We** may at **our** discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
9. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
10. This section will be governed by English law.
11. All Acts of Parliament within this section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the **period of insurance**. To help us check and improve **our** service standards, **we** record all calls, except those to the Counselling helpline.

EUROLAW COMMERCIAL LEGAL ADVICE

We will give **the policyholder** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

We will give **the policyholder** confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting **the policyholder's** business premises which causes damage or potential danger, **we** will contact a suitable repairer or contractor and arrange assistance on behalf of **the policyholder**. All costs of assistance provided are the responsibility of **the policyholder**.

To contact the above services, phone us on 0117 934 2111 quoting your policy number.

COUNSELLING

We will provide all employees (including any members of their immediate family who permanently live with them) of **the policyholder** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 0117 934 2121. These calls are not recorded.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control.

Please do not phone us to report a general insurance claim.

EMPLOYMENT MANUAL

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit **our** website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact **us** at employmentmanual@das.co.uk with **your** email address, quoting **your** policy number and **we** will contact **you** by email to inform you of future updates to the information.

CONTRACT DISPUTES

This section is only applicable if shown in your policy schedule.

We will negotiate for **the policyholder's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services.

Provided that

1. The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **the policyholder** will be responsible for the first £500 of **legal costs** in each and every claim.
2. If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
3. If the dispute relates to money owed to **the policyholder**, a claim under this section is made within 90 days of the money becoming due and payable.

What is not covered

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
 - the settlement payable under an insurance policy;
 - a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - a loan, mortgage, pension or any other financial product and choses in action;
 - a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles;
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**;
4. A dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services; or
 - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

MATERIAL DAMAGE AND BUSINESS INTERRUPTION WARRANTIES

Every warranty shall from the time that the warranty attaches apply and continue to be in force during the whole currency of this Insurance and non-compliance with any such warranty whether it increases the risk or not shall be a bar to any claim.

The following Warranties are applicable only if the reference set against them appears on the Schedule.

GUL/C02P Composite Panel Warranty

It is warranted that in respect of all buildings which have composite panels to any degree:

- a) Any damaged composite panels must be replaced or repaired without delay
- b) Items such as battery chargers must not be suspended from composite panels
- c) A Hot Work permit system must be in operation
- d) All ductwork passing through composite panels must be sleeved in non combustible material
- e) All wiring passing through composite panels must be encased in metal conduit and sealed with rubber grommets

This warranty applies at all times throughout the currency of this Insurance.

GUL/D03P Dust Extraction Warranty

It is warranted that:

- a) an extraction system is fitted to all Powered Woodworking Machinery
- b) the extractor fan be run for the duration of the use of the machinery and at least 15 minutes at the conclusion of each period of use
- c) all extractions systems be cleaned and serviced regularly at least once a year, under a maintenance or service agreement.

GUL/E02P Electrical Circuit Maintenance Warranty (3 year)

It is warranted that all electrical circuits are tested at least once in every three years by qualified Electrical Engineers and that any defects found are remedied immediately in accordance with the Regulations of the Institute of Electrical Engineers, their certificate confirming the same to be issued to, and retained by, the Insured at all times throughout the currency of this Insurance.

GUL/E03P Electrical Circuit Maintenance Warranty (5 year)

It is warranted that all electrical circuits are tested at least once in every five years by qualified Electrical Engineers and that any defects found are remedied immediately in accordance with the Regulations of the Institute of Electrical Engineers, their certificate confirming the same to be issued to, and retained by, the Insured at all times throughout the currency of this Insurance.

GUL/F03P Flat Roof Warranty

It is a condition precedent to liability in respect of damage by storm, tempest or flood, that any flat felted roof portion of the within described premises shall be inspected at least once every year by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately. The Insured must keep a copy of the invoice showing that the work has been undertaken.

GUL/F06P Fork Lift Truck Charging Warranty

It is warranted that forklift truck charging equipment area must be cleared and a space of at least one metre around must be maintained at all times.

Hatched floor markings to be provided.

Chargers are to be wall mounted and hard wired into the electrical installation through a fused spur.

All charging leads are to be inspected annually and replaced as necessary

GUL/F09P Frying Range Warranty

It is warranted that:

- a) an extraction system is fitted to all frying ranges.
- b) frying ranges are fitted with an oil sump which is emptied at least once every 7 days
- c) hoods, ducting or flues have not been installed within 80mm of any combustible material including combustible partitions, ceilings and doors unless suitably protected by fire resistant substances or materials.
- d) all frying ranges are equipped with thermostats designed to prevent the temperature of fat and or oils rising above 205°C or the supplier's maximum recommended temperature if this is less than 205°C.
- e) the cooking range, extraction and electrical equipment be serviced regularly at least once a year, either under a maintenance or service agreement, or by the Insured or member of the Insured staff PROVIDED THAT a record be kept of all maintenance and servicing work undertaken by the Insured or a member of staff such record shall be stored away from the Insured premises.
- f) all readily accessible equipment is thoroughly cleaned at least once every 7 days.
- g) all fats and/or oils or other frying substances not needed for cooking that day are stored in an area separate from the cooking/frying ranges.
- h) metal receptacles with metal lids are used to store waste and batter scraps prior to disposal and are removed from the Insured Premises at the end of each frying session.

GUL/I03P Intruder Alarm Warranty

It is warranted that in relation to any alarm the Insured will:

- a) ensure the alarm is installed in accordance with the manufacturer's specification and any other specifications of the company and no alteration or variation of the system or any structural alteration to the Premises insured which would affect the system shall be made without the written consent of Insurers
- b) ensure that the alarm is in full and efficient working order at all times and serviced under the manufacturers maintenance contract and any other maintenance requirements of Insurers
- c) ensure that the alarm is tested and set whenever the alarmed portion of the Premises insured is closed for business or not attended by the insured or any competent adult authorised by the Insured to be responsible for the security of the premises.
- d) notify the Insurers immediately of any disconnection or failure of the alarm likely to leave any area unprotected for 12 hours or more.

The Insurers shall not be liable for losses occasioned by theft subsequent to the insured receiving a written notification:

- (i) from an intruder alarm company that the maintenance is suspended or
- (ii) from the relevant police authority that alarm signals from the premises will no longer be answered.

GUL/N01P No Smoking Warranty

It is warranted that Smoking is not permitted on the premises at any time and signs to this effect to be prominently displayed throughout the currency of this Insurance. This does not apply to offices or designated rest rooms agreed with Insurers.

GUL/O03P Outside Waste and Storage Warranty

It is warranted that all combustible items are stored at least 5 metres away from the Premises at all times throughout the currency of this Insurance.

GUL/P04P Portable Heater Warranty

It is warranted that there is no use or storage on the premises of paraffin or portable electric or gas heaters or containers at all times throughout the currency of the Insurance unless specifically agreed by the Insurers prior to such use or storage. This does not apply to offices or designated rest rooms agreed with Insurers.

GUL/P05P Power Woodworking Warranty

It is warranted that:

- a) all sawdust, shavings and other trade refuse to be swept up and bagged at the end of each working day and removed from the premises at least once a week
- b) no sawdust pits be in use in the said premises.

GUL/P06P Property Maintenance Warranty

It is warranted that:

- a) the buildings shall be inspected at least once every 6 months by the insured or their agent to ensure that the Warranties set out in the Schedule are complied with and that the buildings remain in good state of repair and any defect identified by that inspection be rectified immediately
- b) any flat roof, or part thereof of the premises shall be inspected at least once every 12 months by a qualified builder or property surveyor and any defect identified by that inspection be repaired immediately
- c) any guttering shall be checked for blockages or any defects by a competent person at inception or renewal and at six monthly intervals thereafter and any remedial action required to be implemented immediately

A record of all inspections shall be made and retained by the Insured and Insurers shall be notified of all maintenance work carried out.

GUL/P09P Protection Maintenance Warranty

It is warranted that the whole of the protections provided for the safety of the insured property are maintained in good order and are in full and effective use at all times out of business hours or when the Insureds premises are left unattended and that such protections are not withdrawn or varied to the detriment of the interests of the Insurers without their consent. This applies throughout the currency of this Insurance.

GUL/S04P Smoking Materials Warranty

It is Warranted that receptacles are to be provided for the disposal of smoking materials and that the premises are inspected at the close of each day and that all smoking receptacles are empty into lidded bins (metal).

GUL/S05P Smoking Warranty

It is warranted that Smoking is not permitted on the premises for the last hour of each day throughout the currency of this Insurance.

GUL/S06P Spark Erosion (Machines & Equipment) Warranty

It is warranted that:

- a) any spark erosion equipment will not be left unattended whilst in operating mode
- b) all spark erosion machines are fitted with a back off switch (electrode immersion switch), Anti-Arc Control and fixed start point monitoring
- c) all spark erosion machines are fitted with a level control switch set to a level in accordance with manufacturers' recommendations
- d) all spark erosion machines are fitted with a thermostat to measure the temperature of the dielectric fluid the thermostat to be set a least 10 degrees centigrade below the flash point of the fluid
- e) all spark erosion machines are fitted with an automatic fire extinguishing system and/or portable fire extinguishers suitable for flammable (oil) liquid fires
- f) all spark erosion equipment is operated and maintained in accordance with the manufacturer's instructions.

GUL/S09P Spray Painting Warranty

It is warranted that:

- a) there is no spraying of liquids or solutions having a flash point, closed cup, below 32°C;
- b) only one days supply of flammables is kept in the spraying area;
- c) all other flammables to be kept in a designated enclosed steel bin or if the stocks of same are substantial they are kept in a store with high and low level vents to the open air or forced flameproof extractor at floor level.
- d) paint spray solids from all areas of the booth, including the area behind the filters or curtains, must be removed on a weekly basis and transferred to a non-combustible container and then disposed of in the appropriate manner.
- e) any spraying equipment will not be left unattended whilst in operating mode;
- f) the spray Booth shall be free of all movable combustible material and property;
- g) the spray Booth shall not be heated;
- h) all lamps, switches and other electrical apparatus therein are of approved flameproof design.
- i) the extractor fan therein be in run for at least 15 minutes at the conclusion of each spraying period
- j) combustible floors shall be protected with overlapping sheets of non-combustible material or equivalent protection;
- k) smoking is prohibited in the areas where processes are carried and signs to this effect to be prominently displayed.
- l) all spraying equipment is operated and maintained in accordance with the manufacturer's instructions;
- m) all spraying be done in accordance with current LPC recommendations in connection with spraying. The Insured should comply with this warranty at all times throughout the currency of this Insurance.

GUL/S11P Stillage Warranty

It is warranted that all stock is stored on racks, pallets or stillages at least 10cm above floor level at all times throughout the currency of this Insurance.

GUL/S12P Storage of Flammable Liquids Warranty

It is warranted that:

- a) the storage area must be cleared and a space of at least one metre around must be maintained at all times
- b) smoking is prohibited within the vicinity of the said storage area
- c) there is fire resistant separation between the said storage area and the production area
- d) the said storage area is not heated
- e) the storage items to be marked as highly flammable
- f) Warning notices to be clearly visible around the said storage area.

GUL/S13P Storage of Gas Cylinders Warranty

It is warranted that:

- a) the storage area must be cleared and a space of at least one metre around must be maintained at all times
- b) smoking is prohibited within the vicinity of the said storage area
- c) there is fire resistant separation between the said storage area and the production area
- d) the said storage area is not heated
- e) the storage items to be marked as highly flammable

- f) Warning notices to be clearly visible around the said storage area
- g) the gas cylinder bottles to be kept securely upright at all times.

GUL/S16P Storage within Plastics Goods Manufacturers Warranty

It is warranted that

- a) the storage area must be cleared and a space of at least one metre around must be maintained at all times;
- b) smoking is prohibited within the vicinity of the said storage area
- c) there is fire resistant separation between the said storage area and the production area
- d) raw materials, finished stock, and any chemical accelerants and solvents are stored in appropriate containers as recommended by manufacturers and/or suppliers and are separated from one another by a space of at least one metre
- e) the said storage area is not heated
- f) the storage items to be marked as highly flammable.

GUL/U02P Unoccupancy Conditions and Warranty

It is hereby noted and agreed that when any Building(s) is silent or unoccupied for a period in excess of 30 days the following conditions apply:

- a) Coverage under this Insurance is limited to the perils of fire, lightning, explosion and aircraft only
- b) Coverage under this Insurance excludes loss or damage arising out of refurbishment or renovation
- c) The basis of valuation in respect of the Building shall be Indemnity only

It is warranted that

- a) All Gas Electricity and water services be disconnected at the switch or stopcock leaving essential supplies only for security alarms and the like
- b) The premises are secured against illegal entry by:
 - (i) The use of mortice deadlocks conforming to BS3621 or close shackle padlocks with locking bar on all external doors or shutter
 - (ii) The use of window locks or where these are broken or are not fitted windows shall be screwed shut
 - (iii) Repairing broken or defective windows or boarding them externally using 2cm thickness grade plywood adequately braced and secured against forced entry
 - (iv) Sealing all letterboxes
 - (v) Boarding up of all unnecessary ground floor windows externally using 2cm thickness grade plywood adequately braced and secured against forced entry
 - (vi) Maintaining all perimeter fences, walls and gates
 - (vii) Ensuring all security alarms are maintained and set to operate
- c) All combustible materials are removed from inside and outside the building(s) and taken away from the premises within 7 days of the building(s) becoming unoccupied and the premises are kept clear of all loose combustible materials and vegetation
- d) Tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the building (s) becoming unoccupied
- e) The Insured and/or his agent inspect the premises once per week and carry out any work necessary to maintain security. A record of such inspections shall be kept and made available to Insurers on request or a caretaker or security guard to be on duty 24 hours a day at the premises.

GUL/W03P Waste Warranty

It is warranted that all oily and/or greasy waste and used cleaning cloths which remain in the buildings overnight are kept in metal receptacles with metal lids and removed from the buildings at least once a week throughout the currency of the Insurance.

GUL/W04P Waste Warranty

It is warranted that all combustible trade waste and refuse is removed from the buildings every night at all times throughout the currency of the Insurance.

GUL/W05P Waste Warranty

It is warranted that all combustible trade waste and refuse is swept up daily and kept in bags or bins and removed from the buildings at least once a week at all times throughout the currency of the Insurance.

GUL/W06P Welding Warranty

It is warranted that:

- a) any welding equipment will not be left unattended whilst in operating mode
- b) the welding booth shall be free of all movable combustible material and property
- c) all lamps, switches and other electrical apparatus therein be of approved flameproof design
- d) the extractor fan therein be in run for at least 15 minutes at the conclusion of each welding period
- e) combustible floors shall be protected with overlapping sheets of non-combustible material or equivalent protection
- f) all welding equipment is operated and maintained in accordance with the manufacturer's instructions.

LIABILITY ENDORSEMENTS

The following endorsement are applicable only if the endorsement reference set against them appears on the Schedule.

GUL/B02L Bona Fide Sub-Contractors Warranty (Sub Section 2)

It is warranted that Insured will take all reasonable steps to ensure that all sub-contractors have Employers Liability and Public Liability Insurance in respect of their liability at law for bodily injury, or loss of or damage to property arising in connection with the Business described in this Insurance and that

- a) the Limit of Indemnity of the Public Liability insurance be not less than £1,000,000 in respect of any one claim or number of claims arising out of one cause
- b) such insurances have been extended to indemnify the Insured as Principal against all liability for such bodily injury, or loss or damage to property

GUL/E01L Efficacy Exclusion (Sub Section 3)

This Insurance does not indemnify the Insured in respect of any claim arising from the failure of any product to perform the function for which it was intended or the failure or partial failure of the Insured to carry out the task or function for which they were engaged.

GUL/F05L Food and Drink Poisoning Extension Clause (Sub Section 2)

It is agreed that the Insurers will indemnify the Insured in respect of the Insureds legal liability for Injury or Damage caused by or through or in connection with any food and/or drink and/or any containers thereof sold or supplied by the Insured at the premises.

GUL/F08L Freight Forwarders/Warehousemans Liability Exclusion (Sub Section 2)

This Insurance does not indemnify the Insured in respect of any claim arising in connection with Freight Forwarders or Warehousemans Liability.

GUL/H02L Heat Exclusion (Sub Sections 1 & 2)

It is hereby understood and agreed that this Insurance does not indemnify the Insured in respect of any claim arising out of or in connection with any work undertaken by the Insured involving the use or application of heat away from the Insureds own premises.

GUL/H05L Heat Work Away Conditions (Sub Sections 1 & 2)

It is a condition of this Insurance that the Insured shall take reasonable precautions to prevent Injury loss or damage. When work which involves the application of heat is being undertaken away from the Insureds own premise(s) the following precautions shall be taken:

- a) adequate and suitable fire extinguishing apparatus will be kept as close as possible to each area of work and used immediately smoke or smouldering or flames are seen
- b) all heating of asphalt bitumen lead solder or similar material will be carried out in a suitable vessel and if the vessel is on a roof it will be placed on a non combustible surface
- c) in connection with work in or on private dwelling houses all combustible materials in the immediate vicinity of the work and exposed to the risk of fire (other than anything on which the Insured is carrying out work at the time) shall be covered and fully protected by lapping sheets or screens of non combustible material.

For other work, all such combustible materials shall be removed to a distance of not less that 15 metres from the point of application of heat or where impracticable similarly covered and protected

- d) Heat equipment will not be left unattended while in operation
- e) a fire safety check of the working area to discover smoke, smouldering or flames (including behind walls screens and partitions) will be made at regular intervals during the work and between 30 and 60 minutes after completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered

In respect of each and every claim for loss of or damage to property arising from the performance of work involving the application of heat, Insurers will not be liable for the amount of the Excess shown in the Schedule.

GUL/H07L Heat Work Away Exclusion (Other Than Soldering Irons) (Sub Sections 1 & 2)

This Insurance does not indemnify the Insured in respect of the use of heat work away, other than soldering irons, from the Insureds premises.

GUL/H08L Height Limit (Sub Sections 1 & 2)

This Insurance does not indemnify the Insured in respect of any claim arising out of work exceeding 10 metres above the ground level.

GUL/L02L Legionella Exclusion (Sub Sections 1 & 2)

This Insurance excludes all liability in respect of claims arising from the presence or discovery of legionella bacteria.

GUL/P08L Property Owners Liability Extension (Sub Section 2)

This Insurance will indemnify the Insured only against all sums which the Insured shall be legally liable to pay as Damages in respect of Injury or Damage to property happening during the Period of Insurance and caused by any defect in Premises or arising from the maintenance or repair or decoration of the Premises.

Provided that the Insured shall at all times ensure that all buildings or premises to which this Insurance applies are kept in good repair and if any defects be discovered by complaints from tenants or otherwise he shall forthwith cause such defects to be made good and in the meantime cause such temporary precautions to be taken as the circumstances may require. So far as is reasonably practicable no alteration or repair shall, without consent of the Company be made to any building or premises after any accident has occurred in connection therewith until the Insurers shall have had an opportunity of inspecting the same.

GUL/U04L Unsatisfied Court Judgements (Sub Section 1)

In the event of a judgement for Damages being obtained by any Employee or the personal representatives of any Employee in respect of Injury to the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from the premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part six months after the date of such judgement the Insurers will pay to the Employee or personal representative of the Employee at the request of the Insured the amount of any such Damages and any awarded costs to the extent that they remain unsatisfied

Provided always that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the Employee or personal representatives of the Employee shall assign the judgement to the Insurers

GUL/U05L USA Conditions (All Sub Sections)

In respect of claims made under the laws of United States of America or Canada (or to any order made anywhere in the World to enforce any Judgement award or settlement either in whole or in part) subject to indemnity under this Insurance the following conditions apply:

- a) Punitive & Exemplary Damages Exclusion Clause
Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.
- b) Industries, Seepage, Pollution and Contamination Exclusion Clause
This insurance does not cover any liability for:
 - (i) Injury or Damage directly or indirectly caused by Pollution.
 - (ii) The cost of removing, nullifying or cleaning up Pollution.
 - (iii) Fines, penalties, punitive or exemplary damages.
- c) Asbestos, Lead, PCB's and Latex Exclusion Clause

This insurance does not cover any liability for:

- (i) the presence ingestion inhalation absorption manufacture use sale installation removal or distribution of or exposure to asbestos in any form or any product containing f
 - (ii) the presence ingestion inhalation absorption manufacture use sale installation removal or distribution of or exposure to lead in any form or any product containing lead
 - (iii) polychlorinated biphenyls (PCBs) also known as Askarels including polychlorinated biphenyl generated dibeneofurans and dioxins
 - (iv) any allergic or alleged allergic reaction to latex and/or latex protein and/or latex derivatives and/or latex substances howsoever the latex, latex protein, latex derivatives or latex substances are named identified described or classified
- d) Costs and Expenses inclusive within limit of indemnity.
- e) Disputes Clause English Law

All disputes concerning the interpretation of the terms, conditions, limitations and or exclusions contained herein is understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within England and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

GUL/W07L Work Away Exclusion (Sub Sections 1 & 2)

This Insurance does not indemnify the Insured in respect of any claims arising in connection with any manual work away from his premises by the Insured, or his employees (other than for collection and delivery only).

CLAIMS INFORMATION

If you need to make a claim, or you need to inform us of an incident or circumstance that may constitute a claim, please contact:

Davies Management Services Ltd
2nd Floor,
East Court,
Riverside Park,
Stoke-on-Trent,
Staffordshire, ST4 4DA
Tel: 01782 337 555
Fax: 0870 420 1180

For urgent assistance outside of office hours please contact: 24 hour helpline: 0870 429 6945
Claims Management Services Ltd will deal with your claim in a fair and impartial way and as quickly as possible.

ENQUIRIES AND COMPLAINTS PROCEDURE

Our aim is to provide an efficient service to our Document Holders. If you feel that we have not succeeded in this aim, or that we have been dilatory in anyway please let us know. Similarly, if you have any questions or concerns about this document, or the handling of a claim which cannot be resolved by reference to your Broker or Intermediary, then please contact:

The Managing Director
Gravity Underwriting Limited
10 Fenchurch Avenue
London EC3M 5BN
Tel: 020 3170 6233

With regard to sections A to G if you are still unhappy with any issue connected with the handling of your insurance policy or claim then you should direct your enquiry to:

The Compliance Officer
Great Lakes Reinsurance (UK) PLC,
Plantation Place,
30 Fenchurch Street,
London,
EC3M 3AJ.
Tel: 020 3033 7000
Fax: 020 3003 7010

Applicable only to United Kingdom Policyholders with an annual turnover of less than £1m

If you are not satisfied with the way in which a complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. Please contact the following, quoting your policy number and the name of your Broker or Intermediary:

Financial Ombudsman Service
South Key Plaza
183 Marsh Wall
London E14 9SR
Tel: 0207 964 1000
Fax: 0207 964 1001
email: complaint.info@financial-ombudman.org.uk

Compensation – You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS), should the Insurers be unable to meet its liabilities under this Policy. Further information about the compensation scheme is available from the FSCS or by visiting the Financial Services Compensation Scheme website at: www.fscs.org.uk

