

AFFINITY SOLUTIONS

a member of the Volante Global Group of Companies

Sports Insurance Policy



Sports Insurance Policy

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Introduction

Your Policy has been arranged through Volante International Limited trading as Affinity Solutions Limited, who is a limited company registered in England under company number 1105928. The registered office of Volante International Limited is The Minster Building, 6th Floor, Great Tower Street, London, EC3R 7AG.

The Insurance Contract

The following are elements for the contract of insurance between **You** and **Us**. Please read them carefully and if they require any amendments please return them to **Your** broker for correction. Keep the **Policy** safe in case **You** need to refer to it

1. **Your Policy**;
2. The **Schedule**;
3. **Endorsement(s)**.

It is important that **You**:

1. Check that the Sections **You** have requested are included in the **Schedule**;
2. Check that the information **You** have given **Us** is accurate;
3. Comply with **Your** duties under each Section and the insurance as a whole.

Alteration of risk

You must notify **Us** as soon as possible if at any time during the **Period of Insurance** there is any material change to any of the risks covered under this **Policy**. **You** shall at **Your** expense promptly take all necessary steps to prevent claims occurring as a result of such alteration of risk. With effect from the date of any alteration **We** are entitled to change the terms, conditions and or exclusions of this **Policy** as result of any alteration of risk and charge an additional premium as may be appropriate. Failure to notify **Us** of a material change could adversely affect **Your** right to claim under this **Policy** and may render cover void.

Amendments

The terms and conditions of this **Policy** shall neither be waived nor changed except by written **Endorsement** attaching to the **Schedule** and forming part of this **Policy**.

Several Liability

Our obligations under this **Policy** are several and not joint and **We** are limited to the extent of **Our** individual subscription. We are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of it obligation.

Reasonable Precautions

You must;

1. take all precautions to prevent any **Occurrence** or **Damage** which may give rise to a valid claim under this **Policy**;
2. take all steps to comply with all statutory requirements and regulations imposed by any authority;
3. not waive any **Subrogation** rights against a third party written or prior written consent;
4. take all steps to prevent **Damage**, or **Bodily Injury** arising out of an **Occurrence**

Claims History

You must tell us about any incident or circumstance that might give rise to a claim that would be covered under this **Policy** whether or not there is intention to claim.

Interpretation

1. reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this **Policy**;
2. if any term, condition, exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect.

Conformity

In this **Policy You** will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

Fair Presentation of the Risk

You must make a fair presentation of the risk to **Us** at inception, renewal and variation of the **Policy**.

We may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is deliberate or reckless or of such other nature that, if **You** had made a fair presentation, **We** would not have issued the **Policy**

We will return the premium paid by **You** unless the failure to make a fair presentation is deliberate or reckless.

If **We** would have issued the **Policy** on different terms had **You** made a fair presentation, **We** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **We** may instead reduce proportionately the amount paid or payable on any claim, the proportion for which **We** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **We** would have charged had **You** made a fair presentation; and/or treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **We** would have imposed had **You** made a fair presentation.

Words with Special Meanings

Arbitration

If there is a dispute between **You** and **Us** this can be settled independently. If a dispute goes to arbitration it is settled by an independent referee who is referred to an Arbitrator who is appointed by **You** and **Us** in accordance with the Statutory provisions being in force at that time. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** statutory rights.

Condition Precedent

There are conditions within the **Policy** that are **Conditions Precedent** to **Our** liability.

You may find a **Condition Precedent** applies only to a particular **Policy** Section in which case it will be shown under that Section. If **You** do not comply with any part of a **Condition Precedent**, **We** will not pay for any claim, except that where the **Condition Precedent** concerned:

1. operates only in connection with particular premises or locations, **We** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
2. operates only at particular times, **We** will pay for any claim where **You** show on the balance of probabilities that its non-compliance with the **Condition Precedent** did not cause or contribute to the **Bodily Injury, Loss, Damage** or liability which occurred;
3. would, if complied with, tend to reduce particular types of **Bodily Injury, Loss, Damage** or liability, **We** will pay for any claim where **You** show on the balance of probabilities that its non-compliance with the **Condition Precedent** did not cause or contribute to the **Bodily Injury, Loss, Damage** or liability which occurred.

Rights of Third Parties

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

Sanctions

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

Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be in English

Law and Jurisdiction

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

Your Cancellation Rights

Cooling off Period

You have the statutory right to cancel **Your Policy** within 14 days of the purchase or renewal of the **Policy** or the day **You** receive the **Policy** or renewal documentation, whichever is the later.

If **You** wish to cancel, **You** will be entitled to a full refund of the premium paid.

You will not receive a refund of premium in the event of a claim.

If You wish to cancel Your policy after the cooling off period

To cancel the **Policy** after the Cooling Off Period **You** will need to contact **Your** broker who arranged the insurance for **You**.

We require notice in writing that **You** want the insurance to cease.

The insurance will cease to be effective at midnight on the date **You** require the insurance to cease.

You are entitled to a return of premium which will be based upon the length of time remaining for the **Period of Insurance**. **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis for example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

Our Cancellation Rights

We can cancel this insurance by giving **You** fourteen (14) days' notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows):

1. non payment of premium;
2. change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
3. non-cooperation or failure to supply any information or documentation **We** request; or
4. threatening or abusive behaviour or the use of threatening or abusive language

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

We will either cancel the insurance by contacting **Your** broker who placed the cover for **You** or by sending **You** a letter to **Your** last known address.

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by **You** to provide **Us** with complete and accurate information as **We** require allow **Us** to cancel the **Policy**, sometimes back to its start date and to keep any premiums paid.

How to Make a Claim

To make a claim for Professional Indemnity or for Directors' and Officers' Liability **You** can contact **Us** at; affinity@dacbeachcroft.com

For all other claims please contact Us on the details below:

- A. Telephone on 0344 8562170, or
- B. For new claims please email us at; newaffinity@davies-group.com
- C. For existing claims please email us at; affinity@davies-group.com

How we deal with Your Claim

Basis of Settlement

Some sections of the **Policy** contain the **Basis of Settlement** that will apply to that particular section. These will tell **You** how **We** settle any claim.

Defence of claims

We may, at **Our** discretion

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

Fraudulent claims

If **You** make a fraudulent claim under this **Policy**, **We** shall not be liable to pay the claim and may recover from **You** any sums paid by **Us** to **You** in respect of the claim. **We** may treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** rights to terminate the **Policy**, **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the **Occurrence** of a **Loss**, the making of a claim, or the notification of a potential claim) and **We** need not return any of the premiums paid.

Other ways we might deal with your claim

Some sections may have other details about claims for example: reporting and basis of settlement **You** must read them carefully in case there are conditions that **You** must adhere to.

Our rights after a claim

Upon the happening or discovery of any **Occurrence** **We** may enter and take possession of or require **You** to deliver to **Us** the property insured which **We** will deal with in a manner without incurring liability or reducing **Our** rights.

We will not pay for **Damage** if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**.

We shall have the right at any time to take full control of the investigation, adjustment and settlement of any claim notified and **We** may appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after indemnification.

Complaints Procedure

Our Commitment to You

We are committed to providing a high-quality insurance service to all our customers. In the event that a problem occurs we are committed to ensuring that there is an expedited review of your complaint, the result of which will be reported upon promptly.

Who to Complain To

If you are unhappy with any aspect of the service that you receive from Volante, please contact your insurance broker in the first instance, quoting your policy number or claim number.

Alternatively, you can contact Volante directly at complaints@volanteglobal.com or by post to:

Volante Global
Attention: Chief Legal Officer (Complaints)
6th Floor
The Minster Building
Great Tower Street
London
EC3R 7AG
Email: complaints@volanteglobal.com
Telephone: +44 (0)20 3440 7587

How Your Complaint Will Be Dealt With:

Upon receipt of your complaint we will issue a letter of acknowledgement within 5 business days of the initial notification stating the name of the appointed individual who will be dealing with the complaint.

Our review of your complaint will be carried out by an individual who has not been directly involved in the matter giving rise to your complaint and will take into account all of the available evidence. We will also consider similar complaints resolved previously by our complaints team and guidance published by the FCA and the Financial Ombudsman Service. Your complaint will be investigated thoroughly and fairly.

We will provide a written response to you within 28 days of receipt of your complaint. This will include details of your complaint, whether the complaint is upheld or not, the reason for our decision and any action to be taken. If the complaint is sufficiently complicated to warrant longer investigation or it requires a review of further information and a response cannot be given within 28 days, we will inform you in writing of the reasons why we have been unable to resolve the complaint and when you can expect to receive a final response from us.

If we have reasonable grounds to be satisfied that another respondent may be solely or jointly responsible for the subject matter of your Complaint, we will promptly forward your Complaint, or the relevant part of it, to the other respondent and inform you in writing the reasons we have done so and include the respondents contact details.

If a final response is not ready within 8 weeks we will again notify you as to why this is and when you should expect to receive a final response. You may, if eligible refer the matter to the Financial Ombudsman Service (FOS) if you have not received a final response within 8 weeks. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Details of who is eligible to refer a complaint to the FOS can be found on their website at www.financial-ombudsman.org.uk. At the relevant time we will provide you with a leaflet entitled "Your complaint and the ombudsman". The FOS's contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

Telephone: +44 (0)300 123 9 123

Website: www.financial-ombudsman.org.uk

If you were sold your insurance policy online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

An eligible complainant must be a person that is:

- 1) a consumer (including a professional person acting outside of their business or profession);
- 2) a micro-enterprise, (an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million) at the time the complainant refers the complaint to the respondent;
- 3) a charity which has an annual income of less than €6.5 million at the time the complainant refers the complaint to the respondent; or
- 4) a trustee of a trust which has a net asset value of less than €5 million at the time the complainant refers the complaint to the respondent; or
- 5) a small business which is an enterprise
 - (a) which is not a micro-enterprise
 - (b) has an annual turnover of less than €6.5 million (or its equivalent in any currency) and
 - i. employs fewer than 50 persons or at the time the complainant refers the complaint to the respondent or
 - ii. has a balance sheet total of less than €5 million (or its equivalent in any other currency)
- 6) a guarantor. – which is an individual who
 - (a) is not a consumer
 - (b) has given a guarantee or security in respect of an obligation or liability of a person which was a micro-enterprise or small business at the date that the guarantee or security was given

17 April 2019

Privacy Notice

How we use personal information

Personal information

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the **Policy** (individual insureds). **We** collect and use relevant information about individual insureds to provide **You** with **Your** insurance cover and to meet **Our** legal obligations.

This information includes individual insured's details such as their name, address and contact details and any other information that **We** collect about them in connection with **Your** insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

We will process individual insureds' details, as well as any other personal information **You** provide to **Us** in respect of **Your** insurance cover, in accordance with **Our** privacy notice(s) and applicable data protection laws.

Information notices

To enable **Us** to use individual insureds' details in accordance with applicable data protection laws, when required, **We** need **You** to provide those individuals with certain information about how **We** will use their details in connection with **Your** insurance cover. When required, **You** agree to provide to each individual insured **Our** short form information notice, which **We** have provided to you in connection with **Your** insurance cover, on or before the date that the individual becomes an individual insured under **Your** insurance cover or, if earlier, the date that **You** first provide information about the individual to **Us**.

Minimisation and notification

We are committed to using only the personal information **We** need to provide **You** with **Your** insurance cover. To help **Us** achieve this, **You** should only provide to **Us** information about individual insureds that **We** ask for from time to time.

You must promptly notify **Us** if an individual insured contacts **You** about how **We** use their personal details in relation to **Your** insurance cover so that **We** can deal with their queries.

Consent

Under current data protection laws, **We** need **You** to make sure that **You** have obtained the consent of individual insureds to the use of their health or criminal convictions data in connection with **Your** insurance cover.

You agree to obtain the consent of each individual insured to the use of their health or criminal convictions data in connection with **Your** insurance cover on or before the date that the individual becomes an individual insured under **Your** insurance cover or, if earlier, the date that **You** first provide information about the individual to.

We will assume that **You** have obtained the necessary consent from each individual insured unless **You** tell **Us** otherwise. If **You** have not obtained the necessary consent from an individual insured, or the individual insured withdraws their consent, then this will impact **Our** ability to provide **You** with **Your** insurance cover in relation to the individual and may even prevent **Us** from providing cover for that individual.

All personal information including sensitive personal data provided in connection with this **Policy** will be held and processed in accordance with the Data Protection Act. **You** consent to all personal information so provided being used for the purposes of and being disclosed to the parties set out below. **You** should show this to anyone whose personal information may be processed to administer this **Policy** including handling claims.

Personal information may be used for:

- A. Underwriting and claims purposes;
- B. Statistical analysis management information customer profiling and risk management;
- C. Fraud prevention and debt recovery.

Personal information may be disclosed to:

- A. Other members of the Volante Global Group of Companies;
- B. Other insurers and reinsurers for underwriting and claims purposes;
- C. Agents and service providers appointed by us to carry out activities connected with this **Policy**;
- D. Credit reference and fraud databases;
- E. Law enforcement and other statutory bodies.

Personal information may be transferred to countries outside of the European Economic Area which may not have the same standards of protection as the United Kingdom. **We** will ensure that such transfers comply with the data protection law and all personal information is kept securely and protected from unauthorised access.

We maintain protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.

If **You** want to know more about how **We** use personal information or have any data protection questions please contact the Data Protection Officer, Volante Global Group of Companies, The Minster Building, 6th Floor, Great Tower Street, London, EC3R 7AG.

General Definitions

A defined word or phrase is in bold type each time it appears in the **Policy** and has a specific meaning.

Average (under insurance)

Means that if at the time of **Damage** the replacement cost of replacing the **Property Insured** as new is greater than the **Sum Insured, You** will be responsible for the difference in the value and bear a proportionate share of the **Loss**.

All Other Contents

Shall mean:

- A. documents including business books and records, deeds, documents (including stamps thereon), manuscripts, plans and writings of every description and books (written or printed) including, computer tapes and records, but only for the value of the materials together with the cost of clerical labour and/or computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the insured of the information contained therein;
- B. patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement;
- C. and so far as the same are not otherwise insured, **Personal Effects** of **Your** principals, **Employees**, partners, directors or visitors not exceeding GBP 500 in respect of the property of any one person

Liability is limited to GBP 10,000 in the aggregate during the **Period of Insurance**.

Building(s)

The fixed permanent structure(s) at the **Premises** including landlord's fixtures and fittings, outbuildings, stands, annexes, foundations, landscaping, ponds, water features, lakes, canals, reservoirs, swimming pools, recreational facilities, yards, gangways, paths, car parks, barriers roads, around and pertaining to the **Premises**.

Unless specifically agreed by **Us** the **Buildings** must be built of brick, stone or concrete and roofed with slate, tile or concrete and/or are as more particularly described and declared in the proposal form or statement of fact.

Business

Your occupation as stated in the **Schedule** including;

- A. The provision and management of canteens, sports, social and welfare and medical organisations for the benefit of **Employees** and first aid fire security and ambulance services
- B. The ownership and routine maintenance and repair of the **Premises** from which the **Business** is conducted
- C. The private work undertaken by any **Employee** for any fellow principal **Employee**, director or partner or executive of **Yours**; the organisation of charitable events or similar fund-raising activities; sponsorship of events, organisations, entities and individuals.

Computer and Electronic Equipment

All parts of the **Electronic Data** processing equipment including portable **Electronic Data** processing equipment at the **Premises** including hardware, software and any associated input, output or data storage device, networking equipment or back up facility, interconnecting wiring and fixed discs, **Electronic Data** processing media, ancillary equipment solely used in conjunction with the **Electronic Data** processing equipment comprising temperature and environmental control, power supply and voltage regulating equipment, electronic access equipment, and heat, smoke and water detection equipment and protective devices.

Cups and Trophies

Means **Your** cups and trophies.

Damage

Means accidental and unforeseen direct physical **Loss** or destruction of or damage to **Property Insured**.

Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water or oil from any tank, apparatus, pipe or appliance, falling trees, underground fire and impact.

Data

All information which is electronically stored or for electronically represented, or contained on any current and back-up disks, tapes or other materials or devices used for the storage of data; including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of **Data** including but not limited to disks, tapes, CD-ROM's, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute **Computer and Electronic Equipment**.

Deductible

The first part of each and every **Loss** which **You** must bear after the application of the condition of **Average**. (underinsurance),

Denial of Service Attack

Any actions or instruction with the ability to damage, interfere with, or otherwise affect the availability of **Computer and Electronic Equipment** or **Data**, including but not limited to the generation of excess traffic into network addresses, the exploitation of system of network weaknesses and the generation of excess or non-genuine traffic within, between or amongst networks.

Endorsement

a document detailing a change in terms and conditions of this insurance

Employee

Any person whilst:

- A. engaged under a contract of service or apprenticeship with **You**;
- B. acting in the capacity of non executive director of **Yours**;
- C. not under a contract of service or apprenticeship who is, at **Your** requirement, supplied to, hired or borrowed by **You** in the course of **Business** and under **Your** control, including but not limited to:
 - 1. persons on secondment from another company that is not an insured under this Policy
 - 2. labour masters or persons supplied by them;
 - 3. labour only subcontractors;
 - 4. self-employed persons;
 - 5. drivers or operators of hired-in plant;
 - 6. persons engaged under work experience, training, study, exchange or similar schemes;
 - 7. any officer, member or voluntary helper of the organisations or services in the business;
 - 8. voluntary workers, helpers and instructors;
 - 9. persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation;
 - 10. employee(s) elected on any industry users committee;
 - 11. outworkers or homeworkers employed under contracts to personally execute any work in connection with business while they are engaged in that work;
 - 12. any other person defined under Sections 32.-(1), 35.-(2) and 54.-(3)(b) of the National Minimum Wage Act 1998;
 - 13. prospective employees who are being assessed by You as to their suitability for employment
 - 14. any person a Court of Law in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man deems to be an employee.

Floodlights

Shall mean fixed and portable floodlights

Gaming, Amusement and Entertainment Equipment

Shall mean, gaming, amusement machines, snooker or pool table, bingo, casino and other entertainment equipment including but not limited to special lighting and sound equipment, including tapes, records, compact discs and mini discs.

Irrigation Equipment

Physical Irrigation equipment including pumps, tanks, cabling, sprinkler heads and pipes at the **Premises**.

Loss / Losses

A potential **Loss**, claimed **Loss**, actual **Loss** or circumstances which may give rise to a claim.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to **Data**, of whatsoever nature, in whole or in part, including, but not limited to **Loss of Data** resulting from **Loss** or **Damage** to **Computers and Electronic Equipment** or **Data Storage Materials**, including while stored on **Data Storage Materials**

Members

Any registered social playing or temporary member of **Yours**.

Machinery, Plant and All Other Contents

Shall mean machinery, plant and **All Other Contents**, fixtures, fittings, furniture, office equipment, tenants' improvements and alterations; telephone, telex, facsimile, computer, ancillary equipment, computer installations and **Gaming, Amusement and Entertainment Equipment**, tenant's improvements, alterations and decorations, within the **Buildings** all belonging to **You** or held by **You** in trust for which they are responsible but excluding:

- A. landlord's fixtures and fittings;
- B. **Stock**;
- C. **Money**;
- D. **Cups and Trophies**
- E. **Floodlights**
- F. **Sightscreens and Scoreboards**
- G. **Sporting Kit and Equipment**
- H. property more specifically insured;

Money

Current coin, bank and currency notes, cheques, travellers cheques, national giro payment orders, postal and money orders, current unused postage stamps national savings stamps and certificates, premium bonds, luncheon vouchers, credit card and debit card vouchers, unused franking machine units, trading stamps, gift tokens, customer redemption vouchers, holiday with pay stamps, bankers' drafts, promissory notes, bonds, securities, bills of exchange, dividend warrants, Value Added Tax (VAT) purchase invoices, travel tickets, letters of credit, or other negotiable instruments.

North America

The United States of America or its territories or possessions or Canada.

Occurrence

Any one **Loss** or series of **Losses** arising from one event.

Offshore

From the time of embarkation by an **Employee** on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the **Employee** from a conveyance onto land upon return from an offshore rig or offshore platform.

Period of Insurance

The period specified in the **Schedule**, which time is taken as Greenwich Mean Time and/or any other period agreed by **Us**.

Personal Effects

Means personal possessions excluding **Money**, jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art, rare books, paintings, etchings or prints.

Policy

- A. all information provided to **Us** as part of a proposal for issue/renewal or amendment of the insurance as set out in this document;
- B. all terms, provisions, exclusions, conditions, **Sums Insured**, and **Limits of Indemnity** as set out in this document;
- C. the **Schedule**, notices and other documents as they arise;
- D. all **Endorsements** issued and incorporated in this document.

Pollutants

Any (solid, liquid, gaseous or thermal) irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis and chemicals.

Pre-existing

We shall not indemnify **You** against any circumstances which is in any way connected with or related to an **Occurrence** or events or circumstances whether of a continuous, intermittent or of a repeated exposure which had occurred or commenced or existed prior to the start of the **Period of Insurance**.

Premises

The **Building(s)** occupied by **You** and its environs within the perimeter of the land for the purpose of the **Business** including any portion or portions of the **Premises** used or leased to or by persons connected to the **Business** at the address(es) specified in the **Schedule**.

Property Insured

Tangible real property described in the **Schedule** to this **Policy** that includes a specific **Sum Insured** or **Limit of Liability** against each or all of them and which is more specifically defined therein.

Rent

Money paid or payable in respect of the **Buildings**, provided always that cover will only apply if all or any part of the **Building** is unfit for occupation and then the amount payable will not exceed the amount due in respect of the period necessary for reinstatement.

Schedule

This includes **Your** names and address, the premium and other variables to this **Policy**. **Schedules** may be re-issued from time to time where each successor overrides the earlier document.

Stock

shall mean;

- A. stock and materials in trade, including work in progress, at the **Premises**, **Your** property or held by **You** in trust for which **You** are responsible excluding property more specifically insured.
- B. tobacco, cigars, cigarettes and wines and spirits.

Sightscreens and Scoreboards

Means sightscreens and scoreboards used in connection with the **Business**.

Sporting Kit and Equipment

Means recognised equipment which is used in connection with the **Business**.

Sums Insured

The sum specified as a sum insured in the **Schedule** or **Declared Value** including specified uplift.

Limits of Liability

The limit (inclusive of costs and expenses) applicable to the relevant section of the **Policy** as specified in the **Schedule** and is the maximum amount **We** will pay for any one **Occurrence** regardless of **Premises** or the number of persons claiming an indemnity.

Territorial Limits

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

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect **Computer and Electronic Equipment** or **Data**, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

We, Us, Our

Volante International Limited trading as Affinity Solutions at all times as authorised underwriting agents and administrators (and for no other purpose) for Liberty Mutual Insurance Europe SE with no liability under this **Policy**.

You, Your, Yours

Shall mean;

- A. the company or other organisation including any subsidiary companies of **Yours** that are in existence at the inception date of the insurance and have been declared to **Us** until such time as they may be sold or otherwise disposed (but not excluding any liabilities incurred prior to disposal),
- B. the person or people shown as insured in the **Schedule**, or the steward, permanently living in the **Premises** and their domestic partner and members of their family (or families) who are permanently living with them;
- C. including in either case the legal or personal representatives of **Yours** in respect of any claim under this **Policy** incurred on **Your** behalf

General Conditions

These Conditions apply to all Sections in this **Policy**. **You** must comply with these Conditions.

Where additional Conditions apply to a specific Section of this **Policy**, they are stated under that Section.

Additional Insured

Subject to **Our** prior agreement this **Policy** will extend to include **Additional Insured**'s who have an insurable interest in the **Property Insured** provided that there is no increase in the **Sum Insured / Limits of Liability** as stated in the **Schedule**.

Alteration

This **Policy** shall be avoided if there is any alteration in the **Business** or in the **Premises** or property therein or in any other circumstances whereby:

- A. the risk of loss, destruction or damage is materially increased
- B. **Your** interest ceases except by will or operation of law; or
- C. the **Business** is wound up or carried on by a liquidator administrator or receiver or permanently discontinued;
- D. unless such alteration is agreed to in writing by **Us**.

Claim, Loss Reporting and Control Requirements (Applicable to Sections 1 – 6)

If **You** fail to fulfil any of the following conditions **You** may lose the right to indemnity or payment for that claim and, in the event that **We** have made any payment on account, if **You** fail to comply with the following **You** will repay to **Us** such monies within thirty (30) days of **Our** request for such repayment.

- A. Upon the discovery of any **Loss**, **You** must at **Your** expense:
 1. tell **Us** about the **Loss** (other than riot) as soon as reasonably practicable but in any event no later than thirty (30) days thereafter;
 2. in respect of riot tell **Us** about the **Loss** as soon as reasonably practicable but in any event no later than SEVEN (7) days thereafter;
 3. report the **Loss** to the police within twenty-four (24) hours in the case of **Loss**, destruction or **Damage** by theft, attempted theft or malicious persons;
 4. for a claim under Section 2 or when applicable any other Section covering **Business Interruption**, tell **Us** not later than thirty (30) days after the end of the expiry of the **Indemnity Period** or such time as **We** may allow.
- B. In all events **You** must:
 1. protect the **Property Insured** from further **Damage** and take any action reasonably practicable to minimise or avoid any further **Damage** or interruption of or interference with the **Business**;
 2. pass to **Us** unanswered immediately all communications from third parties in relation to any event which may result in a **Loss** under this **Policy**;
- C. provide **Us** with;
 1. the details of any other insurance covering the **Damage**;
 2. any books, records and documents **We** require to assess **Your** claim

You must as soon as reasonably practicable provide **Us** with all information in **Your** possession or under **Your** control of a potential **Loss** or circumstances which may give rise to a claim known or notified to **You** in accordance with the above and **You** shall thereafter keep **Us** fully informed as regards all developments relating to the **Loss** as soon as they occur or such further time that **We** may allow.

If **Damage** occurs which may lead to a claim, **We** may;

- A. enter and take possession of the **Property Insured**;
- B. take possession of or require **You** to deliver to **Us** the **Property Insured** which **We** will deal with in a reasonable manner without incurring liability or reducing **Our** rights.

We will not pay for **Damage** if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements, or hinders or obstructs **Us**.

You must not admit, repudiate liability nor offer to settle, compromise make payment which may result in a **Loss** or pay any claim under the **Policy** without **Our** prior written agreement.

We shall have the right at any time to take full control of the investigation, adjustment and settlement of any claim notified as aforesaid and **We** may appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed by **Us** shall be binding on **You**.

You shall co-operate fully with **Us** and any other person or persons designated by **Us** in the investigation adjustment and settlement of any claim notified to **Us** and **You** shall not without first consulting with **Us** or **Our** appointed representatives litigate any such claim.

In the event of a claim hereunder **You** shall be responsible for reporting the **Loss** to **Us** and any other insurers

Claims Reporting and Claims Control (Applicable to Section 7 - 9)

The due observance and fulfilment of the provisions of this clause is a **Condition Precedent** to **Our** liability for any claim under this **Policy**. Upon the happening of any **Occurrence** or incident **You** shall immediately or as soon as practicable give written notice to **Us** with full particulars which should include:

- A. how, when and where the **Occurrence** or incident took place;
- B. the names and addresses of any injured persons and where possible the name and address of any witnesses;
- C. the nature and location of any **Injury** or **Damage**.

You shall at **Your** expense promptly take all reasonable steps to prevent other **Bodily Injury** or **Property Damage** arising out of the same **Occurrence** or incident.

You must:

- A. immediately upon receipt forward to **Us** every letter claim writ summons and process;
- B. authorise **Us** to obtain records and other information;
- C. co-operate with **Us** in the investigation, settlement or defences of the claim or suit; and
- D. assist **Us** upon **Our** request in the enforcement of any right against any person or organisation which may be liable to **You** because of **Bodily Injury** or **Property Damage** which this insurance may apply

You shall not voluntarily make a payment assume any obligation or incur any expenses other than for first aid without **Our** written consent.

No admission offer promise payment or indemnity shall be made or given by or on **Our** behalf without **Our** written consent whereupon **We** shall be entitled to take over and conduct in **Your** defence or settlement of any claim or prosecute any claim in **Your** name for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim either before or after indemnification.

You shall give all such information and assistance as **We** may require and keep **Us** informed as regards all developments relating to the **Occurrence** as soon as they occur.

Claim, Loss Reporting and Claims Control (Applicable to Section 10)

Please refer to Section 10 - Directors' and Officers' Liability within this **Policy**.

Compulsory Insurance - Employers' Liability

The insurance granted by this **Policy** is in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands relating to compulsory insurance of liability to **Employees**. If however, there is non-observance of any provision of this **Policy** by **You** which results in **Us** paying any sum which **We** would not have paid but for the provisions under the law then **You** will immediately repay that sum to **Us**.

Discharge of Liability

We may at any time at **Our** absolute discretion pay to **You** the amount of the **Limit of Indemnity** (after deduction of any sums already paid as damages) or any lesser amount for which any claim may be settled and on payment **We** will relinquish conduct and control of the claims except for recoverable expenses of litigation.

We will be under no further liability in connection with these claims except (but subject always to the **Limit of Indemnity**) for other costs and expenses incurred with **Our** written consent in respect of matters prior to the date of such payment.

Health & Safety

It is a **Condition Precedent** to **Our** liability that:

- A. **You** shall have and maintain in place a written health and safety policy and shall undertake health and safety risk assessments as required by applicable health and safety legislation and regulation from time to time;
- B. to the extent that **You** are not required by law or regulation to carry out formal risk assessments or maintain a written health and safety policy **You** shall nevertheless have in place and communicate to its employees an appropriate health and safety policy and generally take all steps as may reasonably be necessary to mitigate health and safety risk in the workplace;
- C. in all cases **You** shall ensure that adequate and appropriate health and safety training is provided to its employees and other staff;
- D. **You** shall comply with any common risk requirements that may be issued to **You** by **Us** from time to time;
- E. **You** shall provide copies of any risk assessments or reports or health and safety policy within 30 days of **Our** request

Hours Clause

Any **Damage** occurring within seventy-two consecutive hours and arising from storm, tempest or flood shall be regarded as one claim under this **Policy**.

You have the right to select the moment from which the seventy-two hour period commences subject to the terms of this Section and provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

Identification

Unless otherwise stated any word or expression to which a specific meaning has been attached in any part of this **Policy** shall bear the same meaning wherever it may appear and will be read as one contract.

Insolvency

This Insurance does not cover any loss directly or indirectly arising out of, contributed to, by, or resulting from **Your** bankruptcy, insolvency, liquidation, winding up, administration or arrangement with creditors or insufficient funding.

Involuntary Betterment

In the event that new property of like kind and quality is not obtainable following **Damage**, property which is as similar as possible to that which has sustained **Damage** and which is capable of performing the same function shall be deemed to be new property of like kind and quality and in no event shall this be considered as a betterment except that **Our** liability shall not exceed the **Limit of Liability** shown in the **Schedule**.

Lenders Interests

We note the interest of mortgagees, bankers, lenders and others with an insurable interest in the **Property Insured**.

Limit(s) of Liability

The **Limits of Liability** shall apply in excess of any applicable **Deductible** and shall not be increased by any extension, **Endorsement** or amendment to this **Policy** unless the increase is specified in the extension, **Endorsement** or amendment.

Local Authority Licence

It is a **Condition Precedent** to **Our** liability that **You** shall obtain the necessary Local Authority Licence(s) to conduct the **Business** and take all reasonable steps to implement and maintain in force any and all control measures stated in the relevant operating schedule in order to comply with the regulations. Further if such licence is withdrawn or revoked then this Insurance shall terminate with immediate effect.

Non-Invalidation

This insurance shall not be invalidated by any inadvertent act, omission or alteration by **You** whereby the risk of **Damage** is increased unknown to and or beyond **Your** control provided that immediately, and in any event not more than 15 days thereafter, **You** become aware thereof shall give **Us** notice and pay any additional premium as **We** may require.

Other Insurance (Sections 1 to 6 only)

If any claim under Sections 1 to 6 of the **Policy** is also covered in whole or in part by any other insurance effected by or on **Your** behalf **Our** liability shall be limited to its rateable proportion of such claim. If any such other insurance shall be subject to **Average** (underinsurance) this **Policy**, if not already subject to any such condition of **Average**, shall be subject to **Average** in like manner.

Other Insurance (Sections 7 to 10 only)

If the liability which is the subject matter of a claim under Section 7 to 10 only of this **Policy** is insured under any other insurance, **We** shall not be liable under this **Policy**, except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this **Policy** not been effected.

Salvage

All salvages, recoveries and payments recovered or received subsequent to a claim settlement under this **Policy** shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto. Unless otherwise agreed in writing between **You** and **Us** all salvage shall remain **Our** property.

Statutory References

In this **Policy** all references to statutory provisions or regulations shall be construed as references to those provisions or regulations as amended or updated from time to time.

Subrogation

If **We** become liable for any payment under this insurance for a **Loss**, **We** shall be subrogated to the extent of such payment to all **Your** rights and remedies against any party for such **Loss** and **We** shall be entitled, at **Our** own expense, to sue in **Your** name. **You** shall give **Us** all such assistance in **Your** power as **We** may require to secure **Our** rights and remedies either before or after indemnification.

Waiver of Subrogation Rights

In the event of a claim arising under this **Policy**, **We** agree to waive any rights remedies or relief to which **We** might become entitled by subrogation against;

- A. any company whose relationship to **You** is either a parent to a subsidiary or subsidiary to parent;
- B. any company which is a subsidiary of a parent company of which **You** are a subsidiary;

at the time of the **Damage**, as defined in or within the meaning of the relevant Companies Act or as defined in similar legislation. **We** will not exercise any such rights against **Your Employee(s)** and or tenant unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the **Employee(s)** or tenant

Your Duties

You shall:

- A. maintain the **Buildings, Machinery, Plant and All Other Contents** and everything used in connection with and concerning the **Business** in efficient and safe working order;
- B. observe and comply with all laws, obligations and requirements.
- C. as soon as possible after discovery to make good or remedy any defect or danger and take such additional precautions to prevent **Loss, Damage** or liability or further **Loss, Damage** or liability as the circumstances may require;
- D. take all reasonable precautions:
 - 1. to prevent any event which may give rise to liability under this **Policy**; and
 - 2. in the selection and supervision of **Employees** and external contractors.

General Exclusions

This **Policy** does not cover loss **Damage** liability or cost consisting of or in consequence of:

Biological or Chemical Materials Exclusion

It is agreed that this insurance excludes **Loss, Damage, Cost and Expenses** of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Cyber Exclusion

This **Policy** excludes any **Cyber Loss**.

For the purposes of this exclusion the following Definitions apply.

Cyber Loss

means any **Loss, Damage**, liability, claim, **Cost and Expenses** directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act**.

Cyber Act

means an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System** or any **Data** by any person or group(s) of persons.

Computer System

means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or **Data Storage Materials**, networking equipment or back up facility.

Electronic Data Exclusion

This **Policy** 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, **Costs and Expenses** of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**.

For the purposes of this exclusion the following Definitions apply.

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'.

Electronic Data Processing Media Valuation

Where **Electronic Data** processing media insured by this **Policy** suffers **Damage**, 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 or version. These costs will not include research and engineering or any costs of recreating gathering or assembly of such **Electronic Data**.

If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media.

The basis of valuation does not include any amount relating to the value to **You** or any other party of such **Electronic Data** even if such **Electronic Data** cannot be recreated, gathered or assembled.

Industries Seepage, Pollution and Contamination Exclusion

This Insurance does not cover any liability for:

- A. Personal Liability, **Bodily Injury** or **Loss** of, **Damage** to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or **Bodily Injury** or **Loss** of or physical **Damage** to or destruction of tangible property, or loss of use of such property **Damaged** or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **Period of Insurance**.
- B. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **Period of Insurance**.
- C. Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this Clause not been attached.

Micro-Organism Exclusion

This **Policy** does not insure any **Loss, Damage**, claim, **Costs and Expenses** or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including, but not limited to, any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- A. **Damage to Property Insured**;
- B. any contingency or cause whether or not contributing concurrently or in any sequence;
- C. any **Loss** of use occupancy or functionality ;
- D. any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns

This exclusion supersedes and replaces any provision either in whole or in part in this **Policy** that provides insurance for these matters.

Nuclear Exclusion

This **Policy** does not cover any **Loss** or **Damage** to any property whatsoever or any claim or expense resulting or arising from any consequential loss or from any legal liability directly or in any way caused by or contributed to, by or arising from:

- A. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- B. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

Sonic Bang Exclusion

Notwithstanding anything to the contrary contained herein this Insurance does not cover **Loss**, destruction or **Damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic, supersonic or hypersonic speeds.

Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any **Endorsement** thereto it is agreed that this insurance excludes liability for **Loss, Bodily injury, 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, Bodily Injury, Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any **Loss, Bodily injury, Damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

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

Other than arising out of terrorism other than to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **Employees** in which case **Our** total liability to pay damages and **Costs and Expenses** shall not exceed GBP5,000,000 in respect of any one claim or series of claims against **You**.

War Civil War Exclusions

Notwithstanding anything to the contrary contained herein this **Policy** 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.

Date Recognition Clause

This **Policy** excludes;

- A. any liability, **Loss**, destruction, **Damage**, cost, expense;
- B. consequential loss of whatsoever nature;
- C. any claim resulting from **Damage** directly or indirectly caused by, consisting of arising from or relating to:

from the failure of any computer or data processing equipment or media or microchip or integrated circuit or similar device or any computer software whether **Your** property or not to:

- 1. correctly recognise any date as its true calendar date;
- 2. capture, save, retain or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
- 3. capture, save, retain or correctly to process the data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save or retain or correctly to process such data on or after any date;

but this shall not exclude (other than in respect of liability or proceedings as stated above) claims resulting from subsequent **Damage** not otherwise excluded which itself results from a **Defined Peril**.

Pyrotechnics

We will not indemnify **You** for **Loss** or claims arising out of the use of fireworks or other pyrotechnics including without limitation stage effects.

Section 1 - Property Damage

Insuring Clause

We will indemnify You for **Damage** to the **Property Insured** at the **Premises** described in the **Schedule** during the **Period of Insurance** subject otherwise to the limits, terms, conditions and exclusions of this **Policy**.

The maximum We will pay under Section 1 in any one **Period of Insurance** will not exceed:

- A. the **Sum Insured** on each item; or
- B. the total **Sum Insured** or the **Policy** loss limit; or
- C. any other maximum amount payable or **Sum Insured** stated in the **Schedule** or the **Policy** loss limit.

The maximum We will pay for any one claim is:

- A. for any item the **Sum Insured** stated in the **Schedule** or as amended by each Section;
- B. in the aggregate the total **Sum Insured** or the **Policy** loss limit.

Definitions

(You should also refer to the **General Definitions**).

The following definitions apply to Section 1 and keep the same meaning wherever they appear below unless an alternative **Definition** is stated to apply. In the case of any conflict between the definitions in this Section and the **General Definitions** the definitions in this Section shall prevail.

Damage

Means accidental and unforeseen direct physical **Loss** or destruction of or damage to **Property Insured**.

Defined Peril

fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water or oil from any tank apparatus, pipe or appliance (but not sprinkler leakage), falling trees, impact, underground fire.

Extensions

We will indemnify You under this Section for:

Architects' and Other Fees

Unless more specifically insured, the insurance provided by this Section on **Buildings** and **All Other Contents** shall include an amount in respect of architects', surveyors', consulting engineers' and other fees necessarily and reasonably incurred in the reinstatement of such **Property Insured** consequent upon **Damage**, but not for preparing any claim limited to GBP50,000 in the aggregate during the **Period of Insurance** or such other amount as may be stated in the **Schedule**

Capital Additions

The insurance provided by this Section on **Buildings** shall include in so far as the same are not otherwise insured and in addition to the **Limit(s) of Liability** stated in the **Schedule**:

- A. any newly acquired or newly erected **Buildings** anywhere within the **Territorial Limits**
- B. alterations, additions and improvements to **Buildings** but excluding appreciation in value provided always that where Provision of **Reinstatement (Day One Basis)** is not applicable You shall advise Us
- C. 1. as soon as practicable of any such newly acquired and/or newly erected property; and
2. every six months of any such alterations, additions and improvements.

At any one **Premises** this additional insurance shall not exceed 10 per cent of the relevant **Limit of Liability** or GBP100,000 in the aggregate, whichever is the less.

Cups and Trophies

The insurance provided by this Section will include **Cups and Trophies** at the **Premises** up to the **Sum Insured** stated in the **Schedule** up to a Single Article Limit of GBP 2,500 unless otherwise stated within the **Schedule**.

Where **Cups and Trophies** are deemed **Specified Items**, cover will only extend to the home premises of a **Member** and are subject to the **Minimum Security** Conditions within this Section as appropriate.

The conditions that apply by the virtue of the **Specified Items** extension will deem to apply.

Contract Price

In respect only of goods sold but not delivered for which **You** are responsible and which are subject to a sale contract which, following **Damage**, is cancelled by reason of its conditions wholly or to the extent of the **Damage**, **Our** liability shall be based on the contract price.

For the purpose of this insurance the value of all goods to which this clause could apply in the event of **Damage** shall also be ascertained on this basis.

Contract Works

Where **Buildings** are included under the Section, **We** will indemnify **You** as required under the Agreement for Minor Buildings Work issued by the Joint Contracts Tribunal in respect of **Damage** as a result of works in or extensions to any existing structure.

Furthermore in so far as is required under the Agreement for Minor Buildings Work issued by the Joint Contracts Tribunal the interest of any contractor is noted in the insurances by this Section.

This extension will not offer any indemnity in respect of **Damage** where the original contract price or the contract value on completion exceeds GBP100,000

Debris Removal

Unless more specifically insured, the insurance provided by this Section shall include costs and expenses necessarily incurred by **You** with **Our** consent in removing from the site of such property accidentally lost, destroyed or damaged or the area immediately adjacent to such site:

- A. debris, dismantling and/or demolishing, shoring up or propping the portion or portions of the **Property Insured** accidentally lost, destroyed or damaged and cleaning and/or clearing drains, sewers and/or gutters, **Your** property or for which **You** are responsible;
- B. extraneous materials from machinery, plant and or equipment whether or not such machinery, plant and/or equipment has been damaged.

Our liability for such costs and expenses under A. and B. above will not exceed GBP100,000 in the aggregate during the **Period of Insurance** or such other amount stated in the **Schedule** cover extends to include site cleaning following damage, decontamination and/or decommissioning of property, whether damaged or not, subject to a limit of GBP25,000 any one **Loss**.

Provided always that this Extension excludes cover for any costs or expenses:

- A. arising from pollution or contamination of property not insured by this **Policy**;
- B. of temporary boarding-up of windows as part of a claim for breakage of glass

Deterioration of Stock

This Section includes **Damage** to foodstuffs at **Your** property or held in trust for which **You** are responsible and up to GBP1,000 in respect of any one **Loss** or such other limit set out in the **Schedule** whilst contained in refrigerating units, by deterioration, contamination or putrefaction caused by or arising from:

- A. accidental leakage of refrigerant or refrigerant fumes from the unit
- B. rise or fall in temperatures as a result of:
 1. the breaking, distortion or burning out of any part of the unit arising from mechanical or electrical defects in the unit occurring whilst the unit is being used under normal working conditions;
 2. non-operation of the thermostatic or automatic controlling devices forming part of the unit;
 3. accidental failure of the public electricity supply not occasioned by the deliberate act of any supply company;

This does not cover **Damage** caused by or resulting from:

- A. failure of the electricity supply services which does not exceed thirty consecutive minutes;
- B. failure of the electricity supply services due to the deliberate act of any supply company unless performed for the sole purpose of safeguarding life or protecting any part of the supply company systems or, any scheme of rationing not necessitated solely by **Damage** to the supply company's generating or supply equipment;
- C. wear and tear, deterioration or gradually developing flaws or defects in the unit or incorrect setting of thermostats and automatic controls;
- D. the use of a refrigerating machine over ten years old unless specifically agreed by **Us** in writing;
- E. **Damage to Stock** which is passed its sell by date or best before date.
- F. The **Deductible** stated in the **Schedule**.

It is a **Condition Precedent** to any liability under this Extension that there is in force a planned maintenance program for the servicing of the refrigerating machine at regular intervals (as recommended by the manufacturer) by the manufacturer or a competent refrigeration engineer and that a proper record is kept. Any defects arising during the **Period of Insurance** must be addressed immediately. Should any defect arise **We** must be notified immediately.

European Union & Public Authorities including undamaged property

The insurance by each item on **Buildings** following **Damage** includes the cost of reinstatement (other than foundations), incurred solely by reason of the necessity to comply with European Union legislation, regulations under Acts of Parliament or local authority bye-laws, provided that:

- A. **You** receive a notice from the relevant body to comply after the **Damage** occurs;
- B. the work of reinstatement is completed within 12 months of the date of the **Damage** or within such further time as **We** may allow;
- C. the total amount payable under this extension and this section, for any item, will not exceed:
 1. in respect of the property subject to **Damage**, its **Sum Insured**;
 2. in respect of portions of the property not subject to **Damage**, 10% of the total amount for which **We** would have been liable had the property been wholly destroyed.

Subject to the total amount payable in respect of A. and B. above not exceeding the **Sum Insured**.

Emergency Services

This Section includes **Damage** to lawns gardens and landscaped areas car parks private roads and pathways at the **Premises** caused by emergency service vehicles while attending an incident involving **Damage** for which **We** have accepted a claim under this Section up to a maximum of GBP10,000 in any one **Period of Insurance**.

Lock Replacement

This Section extends to include costs necessarily incurred in the replacement of locks at the **Premises** due to theft or loss following attempted theft of keys from the **Premises** or from the home of any director, partner or **Employee** authorised by **You** to hold such keys subject to a limit of GBP500 for any one and during the **Period of Insurance**.

Metered Water

This Section includes the charges for which **You** are responsible and unable to recover, in respect of loss of metered water, but only if **You** maintain a record of readings from the water company meter at intervals of not more than 30 days.

The amount payable in respect of any one of the insured **Premises** is limited to such excess water charges demanded by the Water Authority and resulting from the accidental escape of water from pipes apparatus or tanks in consequence of **Damage** but excluding charges resulting from **Damage to Irrigation Equipment**.

Our liability will not exceed GBP25,000 in the aggregate during the **Period of Insurance**.

Member's Effects

In the event of **Damage** to member's **Personal Effects** which at any **Premises** being visited as a representative of **Yours** and during active playing times and provided the **Member** is not entitled to indemnity under any other policy of insurance.

We will indemnify the **Member** in respect of such **Damage** up to a maximum of GBP500 for any one person of GBP2,500 any one claim.

Other Locations

The **Property Insured** by this Section shall include in so far as such property is not otherwise insured:

- A. **Stock** in any building within the **Territorial Limits** not occupied by **You** subject to a total value of GBP10,000 in all and a **limit of liability** of GBP5,000 at any one location
- B. **All Other Contents** while temporarily removed from the **Premises** in any **Building** not occupied by **You** within the **Territorial Limits** subject to a limit of 10% of the **Sum Insured** for **All Other Contents** as though such buildings were **Your Premises**

Playing Surfaces Extension

If stated as operative within the **Schedule** the insurance by this Section of this **Policy** includes **Damage** to playing surfaces caused by;

- A. fire, lightning, aircraft, storm or flood; or
- B. emergency services attending the **Premises** up to a maximum of GBP5,000 any one **Loss**.

This Extension excludes **Damage** caused by:

- A. frost or subsidence or ground heave or landslip
- B. walls, fences or gates or movable property in the open
- C. **Damage** attributable solely to change in the water table level
- D. **Damage** in respect of browning of grass and/or compression of ground

Our liability under this Extension shall not exceed the **Sum Insured** stated in the **Schedule**

Plate Glass

Even if the **Buildings** at the **Premises** are not insured under this Section **We** will indemnify **You** in respect of:

- A. breakage of fixed glass in windows and doors of the **Premises**, including frames, including the cost of boarding up pending replacement, and of sanitary ware;
- B. loss or damage to signs, contents of display windows, including neon signs and fascias at, on, or in the **Premises**; provided that:
 - 1 **You** are liable for the cost of repair or replacement
 - 2 there will be no Indemnity under this provision in respect of;
 2. fixed glass and fixed sanitary ware, which is broken or damaged at the commencement of this insurance, or in any **Building** which is unoccupied
 3. any canopies on the **Premises**.

Property In the Open

This Section extends to include **Damage** at the **Premises to Sporting Kit and Equipment** in the open or in any structure which is open-sided or incapable of being locked caused by theft (where stated as insured in the **Schedule** up to a maximum of GBP 500 during the **Period of Insurance**).

Seasonal Increase

The **Sum Insured** in respect of **Wines and Spirits** are increased by 50% in each **Period of Insurance**:

- A. During December and January
- B. For a period of 14 days preceding and including any Bank or Public Holidays, other than occurring in a period stipulated in A. above and for a period of 14 days after.

Sporting Kit and Equipment

The insurance provided by this Section will include **Sporting Kit and Equipment** at the **Premises** up to the **Sum Insured** stated in the **Schedule** up to a Single Article Limit of GBP 1,000 unless otherwise stated within the **Schedule**.

Where **Sporting Kit and Equipment** are deemed **Specified Items**, cover will only extend to the home premises of a **Member** and are subject to the **Minimum Security** Conditions within this Section as appropriate.

The conditions that apply by the virtue of the **Specified Items** extension will deem to apply.

Stewards Alternative Accommodation

if the steward's permanent living accommodation forming part of the **Buildings** cannot be lived in or if access to them is denied as a result of **Damage** this Section includes the cost of reasonable alternative accommodation until the living accommodation can be lived in up to a maximum of GBP 500 per week and up to GBP2,000 in the aggregate during the **Period of Insurance**.

Subsidence

If stated as operative within the **Schedule** the insurance by this Section of this **Policy** excludes:

- A. any **Building** which stands on made-up ground, over mine-workings, or on any site at which there has been any previous occurrence of subsidence, ground heave or landslide;
- B. **Loss**, destruction or **Damage** commencing prior to the granting of cover under this Additional Clause or resulting from coastal or river erosion or from any **Building**, demolition or excavation works at the **Premises**;

unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe

Specified Items

In the event of any of the **Property Insured** referred to in the **Schedule** as "Specified Items" whilst at the **Premises** or elsewhere within the Territorial Limits as defined in the **Schedule** being accidentally lost, destroyed or damaged **We** will pay to **You** the value of such **Property Insured** provided that **Our** liability during any one **Period of Insurance** shall not exceed the amount as shown in the **Schedule** during the **Period of Insurance**.

This insurance excludes and does not cover **Damage** caused by or consisting of theft or any attempt theft arising whilst any vehicle belonging to or under **Your** control and containing the **Property Insured** is left unattended unless:

- A. all doors have been securely locked;
- B. all windows and other openings securely and adequately fastened;
- C. any immobiliser and any alarm fitted to the said vehicle have been correctly set to operate;
- D. all keys have been removed;
- E. after the last business transit of the day until collected by the driver for the next business transit, the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

We will not be liable for the first amount stated in the **Schedule** for of any **Loss**.

Transfer of Interest Clause

If at the time of **Damage** to any **Buildings** hereby insured **You** have contracted to sell **Your** interest in such building and the sale has not been but shall be thereafter completed, the purchaser, on the completion of the purchase, in and so far as the **Property** is not otherwise insured by or on behalf of the purchaser against such **Damage**, shall be entitled to the benefit of this **Policy** so far as it relates to such **Damage** without prejudice to **Your** rights and **Our** liabilities under this Section 1 up to the date of completion or the end of the **Period of Insurance** whichever is the sooner.

Temporary Removal

Subject to the following provisions, the **Machinery Plant and All Other Contents** under this is covered whilst temporarily removed for cleaning renovation, repair or other similar purposes whilst at any other premises or whilst in transit within the **Territorial Limits**.

The amount recoverable under this Extension in respect of each item of the **Policy** will not exceed the amount which would have been recovered had the **Damage** occurred at the **Premises**.

This extension does not apply to **Property**:

- A. left in motor vehicles;
- B. held by **You** in trust;
- C. **Damage** in excess of 25% of the **Sum Insured** stated in the **Schedule** for **Machinery Plant and All Other Contents** or GBP 50,000 whichever is less.

Temporary Removal of documents

The insurance by this Section extends to include deeds, all other documents (including stamps on them) and computer records within the defined **Territorial Limits**, for an amount not exceeding 10% of their value when temporarily removed from the **Premises**.

Theft Damage to Buildings

The insurance by this Section of this **Policy** extends to include **Damage** caused by theft or attempted theft to **Buildings** (which are or are not insured by this Section) provided that **You** are the owner of the **Building** or are legally liable for such **Damage** subject to a limit of liability of GBP10,000 in the aggregate during the **Period of Insurance**.

Trace and Access

This Section extends to include costs necessarily and reasonably incurred with **Our** consent in locating the source of any escape of water from any fixed water services, heating installation or fuel oil used for domestic purpose only including the repair to walls, floors or ceilings necessary as a direct result of the location work except that

We will not be liable;

- A. for the cost of repairs to any fixed domestic water services or heating installation;
- B. for any amount in excess of GBP25,000 during any one **Period of Insurance**.

Exclusions

The following exclusions apply to this Section and does not cover;

Damage caused by or consisting of:

- A. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, or **Damage** to any property resulting from its own faulty or defective design or materials;
- B. faulty or defective workmanship, operational error or omission, on **Your** part or any **Employees of Yours** but only in respect of the work in progress or that part of the property being worked upon;
- C. explosion, failure or collapse of a boiler (but not a boiler used for domestic purposes only) economiser or other vessel, machine, apparatus or pipework at the premises in which internal pressure is due to steam only belonging to or under **Your** control;
- D. 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;
- E. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded;
- F. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
- G. change in temperature, colour, flavour, texture or finish;
- H. theft or attempted theft unless involving entry to or exit from the **Buildings** at the **Premises** by forcible and violent means or by violence or threat of violence to **You** or any **Employee of Yours** provided that this exclusion will not apply to:
 - 1. security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the **Buildings** walls gates fences fixed poles or fixed pylons at the **Premises**;
 - 2. **Lock Replacement** endorsement;
 - 3. any fraudulent or dishonest accessing, extraction, distortion, misappropriation or corruption of information of **Data** contained in any computer or **Electronic Data** equipment of system.
 - 4. to the extent provided by the **Property In the Open** Endorsement in this Section;
- I. mechanical or electrical breakdown or failure or derangement including but not limited to overrunning, overheating or short circuiting but this Exclusion shall not exclude:
 - 1. such **Damage** resulting from a cause not otherwise excluded which itself results from a **Defined Peril** or from any other accidental loss, destruction or **Damage**
 - 2. subsequent **Damage** which itself results from a cause not otherwise excluded;

- J. pollution or contamination but this shall not exclude destruction of or **Damage** to the **Property Insured**, not otherwise excluded, caused by:
 - 1. pollution or contamination which itself results from a **Defined Peril**
 - 2. an **Insured Peril** which itself results from pollution or contamination;
- K. normal settlement or bedding down of new structures or collapse;
- L. any acts of fraud or dishonesty
- M. disappearance or unexplained loss or revealed during inventory or stocktaking;
- N. misfiling or misplacing of information; book keeping, accounting or billing errors or omissions
- O. movable property in the open including fences and gates caused by wind, rain, hail, sleet, snow, flood or dust; other than to **Floodlights, Sightscreens and Scoreboards**
- P. **Property Insured** in transit;
- Q. vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
- R. **Property Insured** in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
- S. land, piers, jetties, bridges, culverts or excavations;
- T. livestock, growing crops or trees;
- U. Property which at the time of the happening of **Damage** is insured by or would but for the existence of this **Policy** be insured by any marine policy or policies;
- V. any property more specifically insured by or on **Your** behalf;
- W. consequential loss or **Damage** of any kind or description except loss of **Rent** when such loss is included in the cover under this Section;
- X. or happening through or in consequence directly or indirectly of riot or civil commotion occurring in Northern Ireland;

Damage to any **Property Insured** caused by fire resulting from its undergoing any heating process or any process involving the application of heat;

Damage to any **Property Insured** (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair;

Damage in respect of any **Building** which is empty or not in use due to:

- A. frost or freezing;
- B. escape of water from any tank, apparatus, pipe or automatic sprinkler system
- C. riot, civil commotion, malicious damage or vandalism
- D. theft or theft damage;

Damage to:

- A. jewellery, precious stones, bullion, furs, curiosities;
- B. glass (other than by fire or explosion), china, earthenware, marble or other fragile or brittle objects;
- C. computers and data processing equipment.

The amount of **Deductible** specified in the **Schedule** to this **Policy** in respect of each separate **Premises** as ascertained after the application of any condition of **Average** (underinsurance).

Damage to **Personal Effects** caused by the process of cleaning, dyeing, repairing or restoring or maintenance of any item.

Damage to **Cups and Trophies** caused by denting, scratching, chipping.

Damage to **Sporting Kit and Equipment** is excluded whilst in use.

Special Conditions

Designation

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

Reinstatement

The basis upon which the amount payable in respect of **Buildings, Machinery, Plant and All Other Contents, Floodlights, Gaming Amusement and Entertainment Equipment, Computer and Electronic Equipment** is to be calculated shall be the reinstatement of the property **Damaged** subject to the terms and conditions of this Section 1 and in particular, the Reinstatement Special Provision set out in B below.

- A. For this purpose **Reinstatement** shall mean:
1. Where property is lost or destroyed, the rebuilding of the **Property Insured** 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 conditions when new; and / or
 2. 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.
- B. Reinstatement Special Provisions
1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements so long as **Our** liability not being thereby increased) must commence and carried out with reasonable dispatch otherwise no payment will be made which would have been payable under this Section 1 if this clause had not been incorporated.
 2. When the **Property Insured** under this clause is damaged in part only, **Our** liability will not exceed the sum representing the cost which **We** could have been called upon to pay for reinstatement if such **Property Insured** had been wholly destroyed.
 3. **We** will have no liability to pay any amount beyond the amount that would have been payable under this Section 1 if this clause had not been incorporated until such time as the cost of reinstatement had actually been incurred.
 4. Each item of **Property Insured** covered is to the extent specified in the **Schedule** as being covered on a **Sum Insured** basis, subject to the following condition of **Average**;

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the **Property Insured** had been destroyed, exceeds the **Sum Insured** thereon at the breaking out of any fire or at the commencement of any loss, destruction of or **Damage** to such property by any other cause hereby insured against, then **You** shall be considered as being its own insurer for the difference between the **Sum Insured** and the sum representing the cost of reinstatement of the whole of the **Property Insured** and shall bear a rateable proportion of the loss accordingly.

5. **We** will have no liability to pay any amount beyond that would have been payable under this Section 1 if this Clause had not been incorporated, if at the time of any **Damage** to and **Property Insured**, such property is covered by any other insurance effected by or **Your** behalf that is not on an identical basis of reinstatement to the terms of this Clause.
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 1 if this Clause had not been incorporated, **Our** rights and liabilities and **Your** rights and liabilities in respect of the **Damage** will be subject to the terms and conditions of this Section 1, including any condition of **Average** as if this clause had not been incorporated.

Reinstatement Day One Basis

We will agree to calculate the premium on the **Declared Value** for **Buildings, Machinery, Plant and All Other Contents, Floodlights, Gaming Amusement and Entertainment Equipment, Computer and Electronic Equipment**, provided that;

A. At inception of this insurance and the commencement of each subsequent **Period of Insurance** You shall notify Us of the **Declared Value** of such **Property Insured**. In the absence of such notification the last amount You declare will be taken as the **Declared Value** for the ensuing **Period of Insurance**.

B. the "Reinstatement Special Provisions" as set out in the **Reinstatement** clause shall also apply to this clause, except for the purposes of this clause, the provisions of clauses 4 and 6 are amended to read;

Each item of **Property Insured** under this clause is declared to be separately insured subject to the following condition of **Average**;

4. If at the time of loss the **Declared Value** of the **Property Insured** is less than the cost of reinstatement at inception of the **Period of Insurance** then the liability for **Our Loss** will 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 1 if this clause had not been incorporated, **Our** rights and liabilities and **Your** rights and liabilities in respect of loss, destruction or **Damage** will be subject to the terms and conditions of Section 1, including any condition of **Average** as if this clause had not been incorporated, except that the **Sums Insured** will be limited to one hundred and fifteen per cent (115%) of the **Declared Value** or such percentage uplift as specified in the **Schedule**.

C. In the event of **Damage** **Our** liability in respect of **Property Insured** to which this clause applies will not exceed the **Sum Insured** in respect of each separate **Premises**.

D. "Reinstatement" for purposes of this clause **Reinstatement Day One Basis** shall mean the same as in the clause **Reinstatement**.

For the purposes of this clause **Declared Value** shall mean;

Your assessment of the cost of reinstatement of such **Property Insured** arrived at in accordance with the definition of **Reinstatement** above, at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with due allowance for the additional cost of reinstatement to comply with public authority requirements, professional fees and debris removal costs

Reinstatement of Loss

In the absence of written notice by **Us** or **You** the **Sums Insured** or **Limits of Liability** will not be reduced by the amount of any **Damage** and **You** will continue to be liable for the full premium until the **Policy** expires.

Rent

The insurance provided by this Section on **Rent** applies only if any of the **Building** or any part thereof is unfit for occupation in consequence of its destruction or **Damage**. The amount payable shall not exceed such proportion of the **Limit of Liability on Rent** as the period necessary for reinstatement bears to the term of rent insured.

Conditions Precedent

It is a **Condition Precedent** to **Our** liability under this Section that:

Automatic Fire Alarm

If the **Premises** are protected by an automatic fire alarm installation **You** must undertake to;

- A. make a test at least once a week for the purposes of ascertaining the condition of;
 - (i) the batteries and;
 - (ii) the Fire Brigade connection;

*Note 1: As regards (ii) where the Fire Brigade have given a written undertaking to carry out the tests **Your** responsibility will be confined to requirement (i).*

Note 2: Where the Fire Brigade connection is not continuously monitored test (ii) must be made every weekday (holidays excepted).

- B. make a test every weekday (holidays excepted) for the purposes of ascertaining the condition of all detector circuits;

Note 3: Where the detector circuits are continuously monitored or such that one break of wires will not prevent a fire alarm being given (e.g. a ring circuit) this test need not be made.

- C. obtain promptly a quarterly report from the Installing Engineers and to remedy any defect revealed and to file such report ready for examination by **Our** representative when required;
- D. send promptly a notification to the Installing Engineers of any serious disablement disconnection or temporary disuse from any cause of the installation (except during the actual testing) and to file a copy of the same with a memorandum of the duration of time the installation was inapplicable ready for the examination of **Our** representatives when required;
- E. notify **Us** immediately of the removal of any Automatic Fire Alarm installation.

Bonfires

In respect of bonfire(s) at the **Premises** the following precautions shall be taken;

- A. the bonfire shall be at least 10 metres away from any **Building**, tree, haystack, hedge, fence growing crops or any other **Property**;
- B. adequate fire extinguishing apparatus will be kept ready for immediate use at the site of the bonfire
- C. all moveable combustible materials (including fireworks) shall be removed from the immediate vicinity of the bonfire;
- D. the bonfire shall not be left unattended at any time;
- E. the bonfire shall be completely extinguished prior to being left unattended and a careful examination carried out to ensure that there are no smouldering remains.

Deep Frying and Cooking Equipment

- A. all **Deep Frying and Cooking Equipment** is installed, operated and maintained in accordance with the manufacturer's instructions;
- B. all **Deep Frying and Cooking Equipment** is fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit);
- C. where a separate high temperature safety thermostat is fitted, this is set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit);
- D. all **Deep Frying and Cooking Equipment** including flues and extract system ducting is kept from contact with and not in close proximity to combustible material including any such material within or forming part of the **Buildings**;
- E. all extraction hoods, canopies, canopy exhaust plenums, filters and grease traps are thoroughly cleaned over the entire internal and external areas by the removal of all greasy and oily deposits and other waste materials every month;
- F. the entire internal area of all flues and extraction ducting, including extraction motors and fans, are thoroughly cleaned, by the removal of all greasy and oily deposits and other waste materials, at least every six months.

A written record of all such cleaning including details of any contractors employed together with invoices for such work is kept at an alternative location.

If the entire internal area of all flues and extraction ducting, including extraction motors and fans, have not been so cleaned within 6 months prior to the inception of this insurance or the addition of this condition, then they must be cleaned within 30 days of the inception of this insurance or the additional of this condition, and at least every 12 months thereafter;

- G. suitable fire extinguishers and/or blankets are kept in the frying and cooking area and staff are trained in their use;
- H. no **Deep Frying and Cooking Equipment** is left unattended while the heat source is operating nor for a period of twenty minutes after the heat source has been switched off.

For the purpose of this condition, **Deep Frying and Cooking Equipment** means equipment used for frying by immersing in fat or oil.

External Storage

all combustible materials including but not limited to **Stock**, packaging, pallets, waste, waste skips or bins stored at the **Premises** are stored away from any **Building** (with a minimum of 10 metres separation from any building.)

Fire Break Doors Shutters and Fire Escapes

- A. All fire break doors shutters and fire escapes will be kept closed except during working hours and will be maintained in efficient working order.
- B. **You** shall keep all doors and/or fire escapes unlocked and free of obstruction at all times.

Fire Extinguishing Appliances

In respect of **Property Insured** being protected ordinary fire extinguishing appliances, in accordance with details lodged with **Us**, **You** shall ensure that the undernoted work is carried out;

- A. an inspection of the appliances will be made regularly for the purposes of ensuring that they are maintained in proper working order and keep a written record;
- B. any defect shall be remedied promptly whether disclosed by any such inspection or otherwise;
- C. **You** will establish and maintain a training programme for the operation of fire extinguishing appliances and retain a documented register of all such training for inspection by **Us** on request.

Floodlight Anchoring

portable **Floodlights** must be securely anchored to the ground or to a substantial structure when not in use.

Portable Heating Appliances

You shall not use portable heating appliances of any kind other than in office areas. All such appliances must at all times have a valid PAT testing certificate and must be turned off and unplugged when not in use or when the area is not manned.

Heating and Lagging

In respect of destruction or **Damage** caused by bursting or overflowing of water tanks, apparatus or pipes all water tanks, apparatus or pipes shall have been adequately lagged by a qualified plumber and/or that heating apparatus in the **Premises** shall be controlled by thermostatic switches set to activate the heating system whenever the temperature at the coolest point in the **Building** drops to 4 C.

Portable Appliance Testing

- A. At commencement of the **Period of Insurance** all portable electrical appliances used by **You** on or **Your** behalf are fit and safe for continued use and shall continue to be so during the **Period of Insurance**.
- B. An inspection of portable electrical appliances shall be carried out by an NICEIC, NAPIT or ECA registered electrical contractor in accordance with the IET "Code of Practice for In-Service Inspection and Testing of Electrical Equipment" and otherwise in accordance with any applicable HSE guidelines or regulation, such inspections to be carried out at least annually and otherwise at prescribed intervals or as recommended by the Health and Safety Executive.

Premises Electrical Testing

- A. The **Premises** and any new electrical installations at the **Premises** shall be inspected and tested in accordance with IET Wiring Regulations, British Standard Requirements for Electrical Installations BS7671 (“the Regulations”) by a NICEIC, NAPIT or ECA registered electrical contractor and a certificate or inspection report issued.
- B. During the **Period of Insurance** periodical inspection of the **Premises** and all electrical installations shall be carried out at regular intervals as prescribed by the Regulations or as specified in any previous certificate or inspection report (whichever is the shortest) and the first such inspection shall be carried out no later than the expiry of the prescribed interval since the date of the last inspection carried out immediately before the commencement of the **Period of Insurance**.
- C. All observations and recommendations arising from any inspection shall have been or (in relation to future inspections) shall be acted upon as soon as reasonably practicable provided always that in the case of a Code 1 recommendation (requiring urgent attention) action shall be taken immediately upon receipt of the inspector’s advice and without delay to remedy the observed deficiency or to take other appropriate action.
- D. **You** shall produce a certificate confirming the above to **Us** within a period of 30 days of being so requested.

Intruder Alarm

At the start of this insurance and after the start of this insurance the Intruder Alarm installed in the **Premises** shall be:

- A. installed in accordance with the intruder alarm specification and no alteration or variation of the system or any structural alteration to the **Premises** which would affect the system shall be made without **Our** written consent;
- B. in full and efficient working order at all times and serviced under the maintenance contract with the installing engineers or as otherwise approved by **Us**;
- C. tested and set whenever the alarmed portion of the **Premises** are closed for **Business** or not attended by **You** or any person authorised by **You** to be responsible for the security of the **Premises**;
- D. as soon as **You** discover or become aware of any defects in the security alarm system such defects must be promptly remedied.

Provided that in any event **We** shall not be liable for any **Loss** occasioned by theft subsequent to **You** receiving a written notification from:

- A. an intruder alarm Installer that the maintenance contract is suspended;
- B. the relevant Police Authority that alarm signals from the **Premises** will no longer be answered.

This **Policy** will not be invalidated by any defect in the said alarm or installation due to circumstances beyond **Your** control arising after the alarm has been properly set.

Definition of Intruder Alarm:

The component parts detailed in the alarm specification and the lines of communication used to transmit signals.

Maintenance Agreements

You will procure that sprinkler installations and fire extinguishers will be subject to and are maintained in accordance with maintenance agreements with the manufacturers or installers, that all defects or other problems arising are rectified as soon as reasonably practicable and subject thereto cover provided by this Section will not be invalidated by any defect in the said appliances due to circumstances beyond **Your** control.

Minimum Security

- A. Final exit doors are secured as follows;
 - 1. timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate;
 - 2. aluminium doors – by cylinder mortice lock operating a swinging lock bolt;
 - 3. uPVC doors – by key operated multi-point locking devices having three or more locking points. The first closing leaf of double leaf doors must be fitted internally with bolts top and bottom.
- B. All other external doors and internal doors leading to common areas or other premises must be secured:
 - 1. by the means set out in A.
 - 2. by key operated security bolts fitted top and bottom.
- C. Where **We** have agreed the use storage containers, they shall;

1. be securely locked and purpose built containers constructed of steel
2. be protected by at least one 6mm – 16mm Mul-T-Lock (C Series) closed shackle padlock to at least the main closure half door opening arms. The centre of the container must be fitted with a metal covering box with 11mm – 13 mm Mul-T-Lock Slide bolt lock securing the two halves within.

Protection Maintenance

All security devices provided for the protection of the **Property Insured** shall be maintained in good working order at all times and shall be brought into use at all times when the **Premises** are closed for business or left unattended. **You** agree that no such protection shall be withdrawn or varied without **Our** prior written consent.

Oily Rags

All oily and greasy cleaning waste and wipes are kept in metal receptacles with hinged metal lids and removed from the **Premises** regularly each week.

Flat Roof and Guttering Maintenance

- A. Any flat roof, or part thereof of the **Premises** shall be inspected at least once every 2 years by a qualified builder or property surveyor and any defect identified by that inspection be repaired immediately.
- B. Any guttering shall be checked for blockages or defects by a competent person at inception or renewal and at 6 monthly intervals thereafter and any remedial action required to be implemented immediately.

A record of all inspections shall be made and retained by **You**.

Sightscreens and Scoreboards Anchoring

All **Sightscreens and Scoreboards** must be securely anchored to the ground or to a permanent structure when not in use.

Smoking Materials

Smoking is prohibited throughout the **Premises** except in specifically designated external areas and suitable notices to this effect will be displayed at all times. Metal-lidded metal container are to be provided for waste materials and kept at least 2 metres away from the **Building**.

Sprinkler Leakage

Sprinkler installations shall be subject to and maintained in accordance with maintenance agreements with the manufacturers or installers and that all defects or other problems arising are rectified as soon as reasonably practicable.

In respect of sprinkler leakage cover the following additional conditions apply;

- A. **You** shall at all times take reasonable steps to prevent frost and other damage to the automatic sprinkler installation in so far as **Your** responsibility extends to maintain the installation and will maintain the automatic external alarm signal in efficient working order;
- B. in the event of any discharge or leakage **You** shall do and permit to be done all things practicable whether by removal or otherwise to save and protect the **Property Insured**;
- C. whenever it is the intention to make any changes, repairs or alterations to the installation **You** shall give written notice to **Us** and obtain **Our** permission in writing, before proceeding;
- D. **We** shall have access to the Risk Address at all reasonable times for the purposes of inspection and if **We** shall notify **You** of any defects in the condition of the installation **We** may at **Our** option suspend sprinkler leakage cover until the defects have been remedied and approved by **Us**.

Sprinkler Installations

Property Insured being protected by an automatic sprinkler installation in accordance with details lodged with **Us**, **You** shall ensure that the undernoted work is carried out;

- A. the said installation shall be maintained in full working order during the currency of this insurance;
- B. a test shall be made every week for the purpose of ascertaining that the alarm is in working order and that the stop valves controlling the water supplies of the installation are fully open;
- C. any defect whether revealed by such tests or otherwise shall be remedied immediately;
- D. notice shall be given immediately to **Us** should the water supplies be turned off or the sprinkler installation be rendered inoperative from any cause.

Statutory Requirements

You shall comply with all statutory requirements concerning the inspection of machinery and equipment.

Unattended Machinery and Plant

You will ensure that machinery and plant as defined within **Machinery, Plant and All Other Contents** designed for the purpose of manufacturing or finishing is not operated when the Premises is left unattended.

Unoccupancy

Where any **Building(s)** are empty not in use or closed for a period of more than 30 days the insurance provided by this Section is restricted to **Damage** caused by the following perils:

- A. fire:
 - 1. fire consequent upon explosion;
 - 2. explosion consequent upon Fire on the **Premises** insured;
 - 3. explosion of domestic boilers and/or gas used for domestic purposes or for Heating and/or lighting
- B. lightning;
- C. explosion but excluding;
 - 1. **Damage** by explosion (other than **Damage** by fire resulting from explosion) from the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel,
 - 2. machines or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control;
 - 3. **Damage** to vessels, machinery or apparatus or their contents resulting from their explosion;
 - 4. aircraft and other aerial devices or articles dropped from them;
 - 5. earthquake shock, fire directly or indirectly caused by earthquake or subterranean fire

Furthermore **You** (or **Your** appointed agent) must adhere to the following conditions;

- A. all mains services are disconnected except any electricity supply which operates any intruder alarm or fire alarm system
- B. the water system is drained
- C. **You** must inspect the **Buildings** at least once a week and immediately remedies any defects
- D. **You** ensure that the **Premises** including all **Buildings** are securely maintained against unauthorised entry.
- E. all letter boxes are sealed

Waste

Waste and any other trade refuse shall be kept in closed metal receptacles outside working hours or swept up daily and removed from the **Premises** and not allowed to accumulate around the **Premises**.

Section 2 - Business Interruption

Insuring Clause

For each item of Section 2 **We** will indemnify **You** for interruption to or interference with the **Business** as a result of **Damage** occurring during the **Period of Insurance**.

Provided that:

- A. such interruption to or interference is in consequence of **Damage** as insured by Section 1 of the **Policy to Buildings** or other **Property** used by **You** in course of the **Business** at the **Premises**
- B.
 - 1. payment shall have been made or liability admitted under Section 1
 - 2. payment would have been made or liability admitted under Section 1
 But for the operation of a **Deductible**
- C. the maximum **We** will pay for any one claim is:
 - 1. for any single item the **Sum Insured** or **Limit of Indemnity** stated in the **Schedule** or as amended by each Section; and
 - 2. in the aggregate the total **Sum Insured**.

Definitions

*(Also refer to the **General Definitions** in this **Policy**)*

The following definitions apply to Section 2 and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **General Definitions** the definitions in this Section 2 shall prevail.

The words and expressions used in the definitions will, where applicable, have the meaning usually attached to them in **Your** books and accounts.

Annual Gross Revenue

Annual Gross Revenue means the **Gross Revenue, Trend Adjusted**, during the twelve months immediately before the date of the **Damage**

Annual Rent Receivable

Annual Rent Receivable means **Rent Receivable, Trend Adjusted**, during the 12 months immediately before the date of **Damage**.

Annual Turnover

Annual Turnover means the **Turnover** excluding VAT, **Trend Adjusted**, during the 12 months immediately before the date of **Damage**

Customers' Accounts

Any Hire-purchase or credit accounts of the **Business**.

Damage

Means accidental and unforeseen direct physical Loss or destruction of or **Damage to Property Insured**.

Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water or oil from any tank, apparatus, pipe or appliance, falling trees, underground fire and impact.

Gross Profit

Gross Profit mean the amount by which the sum of the amount of the **Turnover** and the amounts of the closing stock and work in progress will exceed the amounts of the opening stock and work in progress and the amount of the **Specified Working Expenses**

Gross Revenue

Gross Revenue means the **Money** paid or payable for services rendered in the course of the **Business** at the **Premises**.

Indemnity Period

Indemnity Period means the period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** during which the **Business** will be affected in consequence of the **Damage**.

Maximum Indemnity Period

The period as stated in the **Schedule** unless amended in any additional cover.

Notifiable Disease

Notifiable Disease shall mean illness sustained by any person resulting from:

- A. food or drink poisoning, or
- B. any human infectious or human contagious disease, an outbreak of which the competent local authority has stipulated shall be notified to them excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition

Outstanding Debit Balances

Outstanding debt balances means the **Money** owed to **You** by **Your** customers at the date of **Damage** but adjusted to take account of bad debts, owed amounts not passed through the books during the period between the last record and the date of the **Damage**, and abnormal trading conditions affecting the **Business, Your** last record of amounts owed to customers.

Rate of Gross Profit

Rate of Gross Profit means the rate of gross profit earned, **Trend Adjusted**, on the **Turnover** expressed as a percentage of **Turnover** during the financial year immediately before the date of the **Damage**.

Rent Receivable

Rent Receivable means the amount of the rent received or receivable for the letting of the property at the **Premises**.

Standard Turnover

Standard turnover means the **Turnover**, excluding VAT, **Trend Adjusted**, during the 12 month period immediately before the date of **Damage** and which corresponds with the **Indemnity Period**.

Standard Rent Receivable

Standard rent receivable means the **Rent Receivable, Trend Adjusted**, during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

Standard Gross Revenue

Standard gross revenue means the **Gross Revenue, Trend Adjusted**, during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

Trend adjusted

Trend adjusted means adjustments will be made to figures as may be necessary to provide for the trend of the Business and for variations in or circumstances affecting the Business either before the or after the **Damage** or which would have affected the Business had the **Damage** not occurred, so that the figures adjusted will present as nearly as may be reasonably practicable the results which but for the **Damage**, would have been obtained during the relevant period after the **Damage**.

Turnover

Turnover means **Money** paid or payable to **You** for good sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

Specified Working Expenses

Specified working expenses means the variable cost of goods and/or services purchased.

The Basis of Settlement

Gross Profit

Our liability in respect of **Gross Profit** is limited to loss of **Gross Profit** caused by a reduction in **Turnover** or an increase in cost of working. **Our** liability in respect of **Gross Profit** will 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** will, in consequence of the **Damage**, falls short of the **Standard Turnover**.
- B. in respect of increase in cost of working; the additional expenditure (subject to the provision 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 if the reduction thereby avoided.
- C. Minus, regardless of whether the calculation is based on A or B above, 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**
- D. Except that, in either case, if the **Sum Insured** in respect of **Gross Profit** is less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** (or to proportionately increased multiples where the **Maximum Indemnity Period** exceeds 12 months) **Our** liability will be proportionately reduced.

Gross Revenue

Our liability in respect of **Gross Revenue** is limited to loss of **Gross Revenue** and increase in cost of working. **Our** liability in respect of **Gross Profit** will be;

- A. In respect of loss of **Gross Revenue**; the amount by which the **Gross Revenue** during the **Indemnity Period** will, in consequence of the **Damage**, falls short of the **Standard Gross Revenue**; or
- 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 thereby avoided.
- C. Minus, regardless of whether the calculation is based on A or B above, 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**
- D. Except that, in either case, if the **Sum Insured** in respect of **Gross Revenue** is less than the **Annual Gross Revenue** (or a proportionately increased multiple where the **Maximum Indemnity Period** exceeds 12 months) **Our** liability will be proportionately reduced.

Increase in Cost of Working

Our liability in respect of **Increase in Cost of Working** is limited to the **Increase in Cost of Working** and the amount payable in respect of **Increase in Cost of Working** will be the additional expenditure necessarily and reasonably incurred by **You** in consequence of the **Damage** in order to prevent or minimise the interruption of the **Business** during the **Indemnity Period**.

Additional Increased Cost of Working

Our liability in respect of **Additional Increased Cost of Working** is limited to **Additional Increased Cost of Working** and the amount payable in respect of **Additional Increased Cost of Working** will be the additional expenditure necessarily and reasonably incurred during the **Indemnity Period** in consequence of the **Damage** for the sole purpose of preventing or minimising a reduction in **Turnover** or resuming or maintaining normal **Business** operations for an amount not exceeding the **Sum Insured** by this item.

Rent Receivable

Our liability in respect of **Rent Receivable** is limited to the loss of **Rent Receivable** and additional expenditure and the amount payable in respect of **Rent Receivable** will be;

- A. In respect of loss of **Rent Receivable**: the amount by which in consequence of the **Damage**, falls short of the **Standard Rent Receivable**;
- B. In respect of additional expenditure: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Rent Receivable** 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 **rent receivable** thereby avoided.

- C. Minus any sum saved during the **Indemnity Period** in respect of such of the expenses and charges payable out of **Rent Receivable** as may cease or be reduced in consequence of **Damage**.
- D. Except that if the **Sum Insured** in respect of **Rent Receivable** is less than the **Annual Rent Receivable** (or a proportionately increased multiple where the **Maximum Indemnity Period** exceeds 12 months) **Our** liability will be proportionately reduced

Book Debts

Our liability in respect of **Book Debts** is in respect of any **Damage** to the records of accounts receivable used by **You** at the **Premises** for the purpose of the **Business** during the **Period of Insurance** and in consequence income that is lost resulting from **Your** inability to trace or establish **Your Outstanding Debit Balances** as a direct result of **Damage**.

We will pay;

- A. The difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof
- B. The additional outlay incurred with **Our** written consent in tracing and establishing customers debit balances after the **Damage**.

Provided that;

- A. **Our** liability shall not exceed the **Sum Insured** as stated with the **Schedule**
- B. If the **Sum Insured** by this item is less than the **Outstanding Debit Balances**, the amount payable shall be proportionately reduced;
- C. The burden of proving that any **Outstanding Debit Balance** are untraceable or cannot be established following **Damage** shall be upon **You**
- D. **You** have retained all **Customers' Accounts** within a fire-resisting safe or cabinet when not in use.

Losses in respect of Section 2 – **Book Debts** excludes:

loss due to:

- A. alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding of money book-keeping, accounting or billing errors or omissions;
- B. erasure or distortion of information on computer systems or other records whilst mounted in or on any machine or data processing apparatus;
- C. errors or omissions or loss due to book-keeping, accounting or billing errors or omissions;
- D. mislaying or misfiling of tapes and records;
- E. the deliberate act of a Public Supply undertaking in restricting or withholding any supply;
- F. wear and tear and gradual deterioration, vermin, rust, damp or mildew;
- G. the collusion by any **Employee of Yours**;
- H. proof of factual existence of which is solely dependent upon an audit of records or an inventory computation;
- I. which is in any way caused or facilitated by the dishonesty of any director or partner of **Yours** or any person in the service of or employed by **You**;
- J. any amount of unearned interest
- K. deferred payment account receivable
- L. service charges relating to hire purchase
- M. any amount as established as bad debt which would normally be uncollectible by **You**.

Extension Clauses

We will indemnify **You** under this Section for:

Automatic Reinstatement

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

Denial of Access

Section 2 extends to include **Loss** occurring at any **Premises** owned, occupied or operated by **You** resulting from **Damage** to property within the 500 metres of the **Premises** which prevents or hinders use of the **Premises** or access thereto whether or not the **Premises** are **Damaged**.

We will not indemnify **You** for **Damage** due to the withdrawal or hindrance to the supply of the gas, electricity, water or telecommunications which prevents or hinders the supply of such services to the **Premises**.

The **Indemnity Period** stated in the **Schedule** above means the period beginning from the date of the **Occurrence** and ending not later than the number of days as stated in Section 2 of the **Schedule** thereafter during which the results of the **Business** shall be affected in consequence thereof. The provision of any automatic reinstatement does not apply to **Denial of Access** cover.

Provided always that this extension shall apply solely in respect of locations or property within the **Territorial Limits** and **Our** liability under this Extension shall not exceed any one event GBP100,000 or 15% of the **Limit of Liability** under this Section whichever is the less.

Failure of Utility Supply

We will indemnify **You** in respect of **Loss** resulting from interruption of or interference with **Your Business** as a consequence of;

- A. **Damage** to the property at any;
 1. generating station or sub-station of the electricity supply undertaking;
 2. Land based premises of the gas supply undertaking or any natural gas producer linked directly therewith;
 3. water works or pumping station of the water supply undertaking;
 4. land based premises at the telecommunications undertaking
- B. accidental failure at the **Premises** of;
 1. the terminal ends of the electricity supply utility service feeders;
 2. the supply of gas at the supply utility meters;
 3. the supply of water at the supply utility main stopcock
 4. the supply of telecommunication services at the incoming line terminal or receivers.

We will not be liable for any interruption or interference with the **Business** caused from;

- A. the deliberate act of any supply utility undertaking or the exercise by any such utility undertaking of its power to withhold or restrict supply or services;
- B. strikes or any labour or trade disputes
- C. drought
- D. any other atmospheric or weather conditions, but not excluding accidental failure due to damage to supply utility equipment caused by such conditions
- E. where the period of interruption or interference is less than 12 hours

The maximum payable under this extension is GBP25,000 any one **Occurrence**.

Inspection and Audit

We shall be permitted to inspect the **Premises** and the receptacles in which the records of accounts receivable are kept by **You**, and to examine and audit **Your** books and records at any time during the **Period of Insurance** and any extension thereof and within three years after the final termination of this Section, as far as they relate to the premium basis or the subject matter of this insurance, and to verify the statements of any outstanding record of accounts receivable submitted by **You** and the amount of accounts receivable on which **We** have made any settlement.

Professional Fees

We will pay **You** in respect of charges for professional accountants and auditors in producing information, particulars or details contained in **Your** books of account or other business books or documents which may be required by **Us** in respect of a claim.

Any amount agreed to be paid by **Us** for accountants' and auditors' fees shall not exceed rates and amounts authorised under the scales of the applicable professional institutions which regulate such fees and which prevail at the time of the **Occurrence** of the **Damage**.

We will not pay for the services of lawyers, public loss assessors or claims consultants or for any costs incurred by **You** for the production of a claim or for the estimate of a **Loss**.

Suppliers and or Customers Extension

The insurance by Section 2 is extended to cover **Loss** resulting from interruption of or interference with the **Business** in consequence of **Damage** at the **Premises** of **Your** immediate customers or immediate suppliers which shall be deemed to be **Loss** resulting from **Damage to Property** used by **You** at the **Premises**, provided that after the application of all other terms, conditions and provisions of this **Policy** the liability under this extension for any one **Occurrence**.

We will not indemnify **You** under this extension for **Damage** at any **Premises** of suppliers of gas, electricity, water or telecommunications services.

The maximum payable under this extension is GBP25,000 any one **Occurrence**.

Infectious Disease, Murder or Suicide, Food or Drink or Poisoning

Section 2 is extended to cover loss of **Gross Revenue** or **Gross Profit** due to:

- A. any occurrence of a **Notifiable Disease** at the **Premises** or attributable to food or drink supplied from the **Premises**,
- B. any discovery of any organism at the **Premises** likely to result in the occurrence of a **Notifiable Disease**;
- C. any occurrence of a **Notifiable Disease** within a radius of 10 mile of the **Premises**;
- D. the discovery of vermin or pests at the **Premises** which cause restrictions on the use of the **Premises** on the order or advice of the competent local authority;
- E. any accident causing defects in the drains or other sanitary arrangements at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority;
- F. any occurrence of murder or suicide at the **Premises**;

provided that, **We** shall not be liable for:

- A. any costs incurred in cleaning, repair, replacement, recall or checking of property.
- B. loss arising at those **Premises** which are directly subject to the **Damage**.

Our maximum liability under this cover extension clause in respect of any one **Occurrence** shall not exceed GBP100,000 or 15% of the total **Sum Insured**, whichever is the lesser, any one claim and GBP250,000 any one **Period of Insurance**

The insurance by this clause extend to include the costs and expenses necessarily incurred with **Our** consent in:

- A. cleaning and decontamination of property used by **You** for the purpose of the **Business** (other than **Stock** in trade);
- B. removal and disposal of contaminated stock in trade at or from the **Premises**, use of which has been restricted on the order or advice of the competent local authority solely in consequence of the damage as defined above, provided that **Our** liability shall not exceed GBP10,000 in any one **Period of Insurance** after the application of all other terms and conditions of this **Policy**
- C. provided that **Our** maximum liability under this cover extension clause in respect of any one **Occurrence** shall not exceed GBP100,000 or 15% of the total **Sum Insured**, whichever is the lesser, any one claim and GBP250,000 any one **Period of Insurance**

Transit

Section 2 is extended to indemnify **You** for loss resulting from interruption of or interference with the **Business** property insured whilst in transit. The maximum indemnity under this extension will be GBP25,000 any one **Occurrence**.

Exclusions

The following exclusions apply to this Section;

- A. **We** will not indemnify **You** for interruption to or interference with the **Business** which is not resulting from an **Occurrence** which is covered by Section 1 of the **Schedule**;
- B. **We** will not pay the **Deductible** stated in the **Schedule** for each and every claim calculated after the application of all other terms of Section 2. The **Deductible** is applied for the period immediately following the **Occurrence** of the **Damage**.
- C. **We** will not indemnify **You** for Consequential Loss of any kind or description other than if **Rent Receivable** is included in the cover under Section 2 of the **Policy**.
- D. **We** will not indemnify **You** for **Damage** if the **Business** is wound up or carried on by a liquidator or receiver or is permanently discontinued.

Special Conditions

Alternative Trading

If during the **Indemnity Period** goods shall be sold or services shall be rendered or accommodation provided elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the **Money** paid or payable in respect of such sales or services or accommodation shall be brought into account in arriving at the **Turnover** and/or **Rent Receivable** during the **Indemnity Period**.

Automatic Reinstatement

In consideration of the insurance hereby not being reduced by the amount of any loss under this Section, **You** will pay such additional premium as may be required.

Department Clause

If **You** conduct **Business** in departments which have independent trading results the **Basis of Settlement** of the **Gross Revenue** or **Gross Profit** items will be separate to each department affected by the **Damage**.

Limit of Liability

Our liability under Section 2 will not exceed the lesser of:

- A. in the whole the total **Sums Insured**;
- B. in respect of any item of settlement specification, its **Sum Insured** at the time of the **Damage**;
- C. any other **Limit of Liability** stated in the **Schedule** at the time of the **Damage**;
- D. the **Sum Insured** (or **Limit of Liability**) remaining after deduction for any other interruption or interference consequent upon **Damage**; occurring during the same **Period of Insurance**, unless **We** have agreed to reinstate any such **Sum Insured** (or **Limit of Liability**).

Recoveries

After payment of any claim hereunder all amounts recovered by **You** on accounts receivable for which **You** have been indemnified shall belong and be paid to **Us** by **You** up to the total amount of loss paid by **Us**.

Unless written notice by **Us** or **You** is provided, cover under this Section will not reduce by the amount of any loss and the full premium will still be payable until expiry of the **Policy of Insurance**.

Salvage Sale

If, following any **Damage** giving rise to a claim under this Section, **You** shall hold a salvage sale during the **Indemnity Period**, for the purpose of such claim in respect of loss of **Gross Revenue** or **Gross Profit**, the amount payable as indemnity in respect of **Reduction in Turnover** shall be:-

the sum produced by applying the **Gross Revenue** or **Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** (less the **Turnover** for the period of the salvage sale) shall fall short of the **Standard Turnover** in consequence of the **Damage**, from which sum shall be deducted the **Gross Revenue** actually earned during the period of the salvage sale.

Storage

You must ensure that all books of accounts and other business books or records in which **Your** customer accounts are shown must be kept in fire resisting safes or cabinets when not in use.

Taxes

All terms in this Section exclude Value Added Tax or its equivalent tax(es) to the extent that **You** are accountable to the Tax Authorities for such tax(es).

Uninsured Standing Charges

if any standing charges of the **Business** deducted in arriving at the **Gross Revenue** or **Gross Profit** are not insured under this Section, then in computing the amount recoverable as increased cost of working, the amount of additional expenditure that will be taken into account will be reduced by the proportion that the **Gross Revenue** bears to the sum of the **Gross Revenue** and the uninsured standing charges.

Section 3 - Loss of Licence

Insuring Clause

In the event of the licence granted in respect of the **Premises** being either:

- A. forfeited, suspended or withdrawn under the provisions of the legislation governing such licences; or
- B. refused renewal by the appropriate licensing authority at the time of renewal due to causes beyond **Your** control;

We will pay or make good to **You** all loss for depreciation in value of **Your** interest in the **Premises** or the **Business** and will also pay costs and expenses incurred by **You** with **Our** written consent in connection with any appeal against the forfeiture of or refusal to renew the licence.

Provided that **Our** liability under Section 3 (including extensions hereto) during any one **Period of Insurance** shall not exceed the appropriate **Limit of Liability** stated in the **Schedule** at the time of the forfeiture of or refusal to renew the licence.

Exclusions

The following exclusions apply to this Section and does not cover **Loss**;

- A. where the forfeiture or refusal to renew the licence directly or indirectly arises from any town or country planning improvement or redevelopment or redistribution of licences in connection therewith;
- B. arising from any alteration in the law affecting the grant, surrender, compulsory purchase, forfeiture or refusal to renew any licence;
- C. where there is less than the minimum number of members required by law;
- D. if **You** shall be entitled to obtain compensation under the provision of any Act of Parliament in respect of any refusal to renew the licence.
- E. the **Deductible** as stated in the **Schedule** for each and every loss.

Conditions Precedent

It is a **Condition Precedent** to **Our** liability under this Section that **You** must:

- A. ensure all necessary licenses, visas and permits are obtained and are current for the period of this **Policy** and that all contractual arrangements have been confirmed in writing by **You**;
- B. in the event of death, bankruptcy, incapacity, desertion of the **Premises** or conviction for any offence (where such convictions affects the character or reputation of the convicted person) of the tenant, manager, occupier or licence holder **You** shall where practicable and at **Our** request procure a suitable person to replace him and to whom the Justices will transfer the licence(s) or grant the licence(s) by way of renewal;
- C. as soon as they are aware of any:
 1. complaint against the **Premises** or its control;
 2. proceedings against or conviction of the tenant, manager, occupier or licence holder of the **Premises** for any breach of licensing law or any matters whereby the character or reputation of the person concerned is affected or called into question;
 3. transfer or proposed transfer of the **Licence(s)**;
 4. alteration in the purpose for which the **Premises** are used;
 5. objection to renewal or other circumstances which may endanger the licence(s) or its/their renewal;
 6. application for revocation of the **Licence(s)**;

give notice to **Us** in writing and supply any additional information and give any assistance **We** may reasonably require.

- D. undertake to do everything in **Your** ability to avoid or diminish a loss under this Section.
- E. In the event of a Loss of Licence that **You** must inform **Us** in writing within 24 hours.
- F. **You** are required to provide any assistance or information requested by **Us**.

Section 4 - Goods in Transit

Insuring Clause

If any of the **Property Insured** referred to below be accidentally lost, destroyed or damaged whilst in **Transit** within the **Territorial Limits** during the **Period of Insurance** **We** will pay to **You** the value of the **Property Insured** at the time of its loss or destruction or the amount of the **Damage** or at **Our** option reinstate or replace such **Property Insured** or any part of it.

Our liability under Section 4 (including extensions hereto) for any one event shall not exceed the **Limit of Liability** stated in the **Schedule** or such other **Limit of Liability** as may hereafter be agreed to in writing by **Us** or on **Our** behalf at the time of the loss, destruction or **Damage**.

Definitions

(Also refer to the **General Definitions** in this **Policy**)

The following definitions apply to Section 4 and keep the same meaning wherever they appear below unless an alternative Definition is stated to apply. In the case of any conflict between the definitions in this Section and the **General Definitions** the definitions in this Section shall prevail.

Average

If at the time of the commencement of any **Damage** the total value of the **Property Insured** in or upon any vehicle, vessel, rail or aircraft exceeds the **Limit of Liability** then the amount payable by **Us** shall be proportionately reduced.

Reasonable Precautions

You shall take all reasonable precautions in:

- A. maintaining vehicles under **Your** control in an efficient and roadworthy condition and ensure the suitability of the vehicles for the purpose used;
- B. employing competent and honest persons who can be entrusted with the **Property Insured**;
- C. packaging, labelling and addressing the **Property Insured**

Damage

Means accidental loss or destruction of or damage to the **Property Insured**.

Property Insured

Means **Stock** and materials in trade, including work in progress, belonging to **You** or for which **You** are responsible and connected with the **Business**.

Territorial Limits

Means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands including **Transit** directly between such territories.

Transit

Means being carried to its destination by any vehicle, vessel, rail or aircraft including loading and unloading and whilst temporarily housed in the course of being carried to its destination.

Extensions

We will indemnify **You** under this Section for:

Additional Expenses

The insurance provided by Section 4 shall include additional costs and expenses reasonably and necessarily incurred by **You** in transferring the **Property Insured** to another vehicle, or reloading on the original vehicle for onward delivery or return to the **Premises** and removal of debris due to fire, explosion, collision or overturning of the carrying vehicle, subject to a limit of GBP1,500 any one event.

Employees' Effects

in so far as the same are not otherwise insured accidental loss or destruction of or **Damage** to **Employee's Personal Effects** due to fire, explosion, collision or overturning of the carrying vehicle subject to a limit of GBP1,000 any one **Employee** any one event.

Ropes/Sheets

The **Property Insured** under Section 4 shall include ropes, sheets, tarpaulins, trolleys and the like whilst in **Transit** subject to a limit of GBP1,500 any one event.

Tools

Damage to any tools, tool kit or test equipment which is owned or hired by **You** in connection with the **Business**. Subject to a limit of GBP1,000 any one **Period Of Insurance**.

This **Policy** will not indemnify **You** for any items insured by any other insurance policy.

Exclusions

The following exclusions apply to this Section and does not cover;

- A. The **Deductible** as stated within the **Schedule** in respect of each and every claim for **Damage**
- B. **Damage** in respect of:
 - 1. **Money**,
 - 2. Jewellery, precious stones, bullion, furs or curiosities, precious metals, works of art or rare books;
 - 3. Documents, manuscripts, computer systems records or business books;
 - 4. Explosives or livestock/bloodstock
- C. breakage of clocks, scientific instruments, china, glass, marble, earthenware, articles of value or the like unless consequent upon an accident in which the carrying vehicle, vessel or aircraft is damaged.
- D. denting, bruising or scratching of furniture.
- E. **Damage** caused by or in respect of goods detailed in the Special Classification of Explosives and other Dangerous Goods carried by the Railway Companies at Owner's Risks only, according to the General Railway Classification of Goods List.
- F. **Damage** caused by or consisting of wear, tear, latent defect or inherent vice.
- G. **Damage** caused by or consisting of moth, vermin, insects, damp, mildew, rust, loss in weight, evaporation, taint, leakage or spillage, pollution, contamination, deterioration, depreciation, mechanical or electrical breakdown or derangement, unless arising as a consequence of fire, explosion, or accident to the carrying vehicle, vessel or aircraft and not otherwise excluded.
- H. **Damage** caused by or attributable to defective or inadequate packing or protection against climatic conditions (other than by lightning) or incorrect and insufficient addressing of any parcel or package.
- I. **Damage** due to delay or loss of market or consequential loss or **Damage** of any kind
- J. **Damage** which is in any way caused or facilitated by the dishonesty of any director or partner of **Yours** or any person in the service of or employed by **You**.
- K. **Damage** regarding import shipments until fully discharged or until marine insurance has ceased to cover whichever last occurs.
- L. **Damage** to goods carried in open sided/curtained vehicles, or any vehicle that cannot be secured.
- M. **Damage** caused by or consisting of:
 - 1. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - 2. disappearance or unexplained or inventory shortage;
 - 3. theft or any attempt thereat arising whilst any vehicle belonging to or under **Your** control and containing the **Property Insured** is left unattended unless:
 - 3.1 all doors have been securely locked, all windows and other openings securely and adequately fastened and any immobiliser and any alarm fitted to the said vehicle correctly set to operate and all keys removed,
 - 3.2 after the last business **Transit** of the day until collected by the driver for the next business transit, the vehicle is housed in a securely locked **Building** of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

Section 5 - Money And Assault

Insuring Clause

In the event of **Money** belonging to **You** or for which **You** are responsible being accidentally **Damaged**, or an **Insured Person** being assaulted then **We** will pay **You** the value of **Money Damaged** or compensation for **Assault** in accordance with the following table of benefits, provided that:

- A. **Damage** or **Assault** occurs within the **Territorial Limits**;
- B. **Damage** or **Assault** occurs during the **Period of Insurance**;
- C. for each category of **Damage Our** liability will not exceed the **Limit of Liability** stated in the **Schedule**.

Table of Benefits

Item	Injury	Compensation Payable GBP per insured person
A.	Death	20,000
B.	Loss of Eye or irrecoverable loss of use of one or both eyes	20,000
C.	Loss of Limb or irrecoverable loss of use of one or more limbs	20,000
D.	Permanent Total Disablement	20,000
E.	Temporary Total Disablement for each week of its continuance not exceeding a benefit period of 104 weeks	100
F.	Temporary Partial Disablement for each week of its continuance not exceeding a benefit period of 104 weeks	50

Death, Loss of Limb, Loss of Eye, Permanent Total Disablement, Temporary Total Disablement or Temporary Partial Disablement must follow within twenty-four (24) months from the date of the accident. The amount of compensation payable in respect of items E and F will not exceed eighty per cent (80%) of the **Insured Person's** normal gross weekly remuneration.

Definitions

(Also refer to the **General Definitions** in this **Policy**)

The following definitions apply to Section 5, and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **General Definitions** the definitions in this Section 5 shall prevail.

Assault

Means Injury occurring to an **Insured Person** directly due to theft or attempted theft of **Money**.

Benefit Period

Means the total period (but not necessarily consecutive period) for which items E and F of the Table of Benefits is payable in respect of anyone accident to any **Insured Person**.

Business Hours

means the period during which that portion of **Your Premises** containing **Money** is physically occupied for business purposes and during which **You** or **Your** employees entrusted with **Money** are in the said portion of the **Premises**.

Death

Means the sole and direct cause of death resulting from **Injury**.

Disablement

Means;

- A. **Permanent Total Disablement**
- B. **Temporary Total Disablement**
- C. **Temporary Partial Disablement**

Injury

means injury which within twenty-four months from the date of the accident results in the **Insured Person's Death, Loss of Limb, Loss of Eye or Disablement**

Insured Person

Means;

- A. **You**, or any principal, director, partner or **Employee**: or
- B. any person acting on **Your** behalf other than an employee of a security company or organisation; or
- C. not being over 65 or under 16 years of age.

Loss of a Limb

Includes severance at or above the wrist or ankle or total and permanent loss of use of a hand, arm, foot or leg.

Loss of Eye

Includes total and irrecoverable loss of sight.

Permanent Total Disablement

Means disablement, caused other than by **Loss of Limb** or **Loss of Eye**, which has lasted for at least twenty-four months and will in all probability entirely prevent the **Insured Person** from engaging in his or her usual occupation for the remainder of his or her life.

Temporary Partial Disablement

Means temporary disablement which prevents the **Insured Person** from engaging in a substantial part of his or her usual occupation.

Temporary Total Disablement

Means temporary disablement which prevents the **Insured Person** from engaging in his or her usual occupation.

Extensions

We will indemnify **You** under this Section for:

Personal Effects

In the event of accidental loss or destruction of or **Damage** to clothing or personal effects of an **Insured Person** directly due to theft or attempted theft, **We** will indemnify the **Insured Person** in respect of such loss, destruction or **Damage** up to a maximum amount of GBP500.

Safes

In the event of accidental loss or destruction of or **Damage** to any safe, cash box or security case, **Your** property, as a result of theft or attempted theft, **We** will indemnify **You** in respect of such **loss**, destruction or **Damage** by repair or replacement.

Exclusions

The following exclusions apply to this Section and does not cover;

- A. **Damage** occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion.
- B. **Loss or Damage:**
 - 1. arising from dishonesty on the part of any director, partner or **Employee of Yours** not discovered within 14 days of the **Occurrence**,
 - 2. to **Money** contained in any unattended vehicle,
 - 3. occasioned by errors or omissions,
 - 4. recoverable from a specialist security carrier,
 - 5. otherwise covered by a policy of fidelity guarantee insurance,
 - 6. the **Deductible** as stated in the **Schedule**,
 - 7. interest on any claim payment or compensation benefit,
 - 8. payment to any **Insured Person:**
 - 8.1 under more than one of the items of the **Table of Benefits**;
 - 8.2 until the entire amount payable in respect of any **occurrence** is ascertained;
 - 8.3 comprising of **Damage to Money** recoverable from a specialist security carrier, or
 - 8.4 benefit payable due solely to an inability to take part in sports, pastimes or hobbies,
 - 8.5 unexplained loss or disappearance.

Condition Precedent

It is a condition precedent to **Our** liability under this Section that;

- A. all protections and procedures for the safety of **Money** whilst in the **Premises** existing at the inception date of this **Policy** or undertaken at **Our** request are maintained and operated;
- B. the keys for all protections and the keys of any safes containing **Money** are removed from the **Premises** out of **Business Hours** and held by designated key holders; unless the **Premises** are occupied by **You** or an authorised **Employee** in which case the keys will be kept in a secure place away from any safe or strongroom.
- C. the following minimum standards of precaution for the safety of **Money** in **Transit** (other than by specialist security carrier) at all times:
 - 1. the times of transits, routes and conveyances used shall be varied as far as possible,
 - 2. all persons engaged in the transit of **Money** shall be able-bodied adults,
 - 3. the following minimum standards of precaution for the safety of **Money** in **Transit** are as operated at all times:
 - 3.1 transits of amounts exceeding GBP2,500 shall be accompanied by at least two able-bodied adults,
 - 3.2 transits of amounts exceeding GBP5,000 shall be accompanied by at least three able-bodied adults, or two able-bodied adults by motor car or in an approved security case;
 - 3.3 transits of amounts exceeding GBP10,000 shall be transported by specialist security carrier.
- D. the **Insured Person** is attended by a duly qualified medical practitioner as soon as possible after the happening of any event which may give rise to a claim.
- E. all certificates, information and evidence required must be provided free of charge and in a form prescribed by **Us**, the **Insured Person** will be required to submit to medical examination at **Our** expense in connection with any claim; **Your** personal representatives' receipt will discharge **Us**. The **Insured Person** or the **Insured Person's** personal representatives shall have no right to claim from or sue **Us** in respect of any benefit payable under this Section;
- F. if **You** compromise with **Us** any claim under this Section, where more than one party has an interest in the **Insured Person** the benefit shall represent the total amount payable in respect of that **Insured Person** for all interests covered by this Section.

Section 6 – Fidelity

Insuring Clause

We will indemnify **You** for:

- A. loss of **Money** or goods belonging to **You** or for which **You** are legally responsible caused by any act of **Theft** committed during the **Period of Insurance** by an **Employee** normally resident within the **Territorial Limits** and discovered not later than 6 months after the termination of;
 - 1. this insurance
 - 2. the insurance in respect of an **Employee** specified by name or position
 - 3. the employment of any **Employee**

Whichever occurs first.

- B. auditors fees incurred with **Our** written consent solely to substantiate the amount of the claim
- C. the reasonable cost of re-writing or amending the software programmes or systems where such re-writing or amending is necessary to correct the programmes or amend the security codes following the fraudulent use of computer hardware or software programmes or computer systems the subject of a claim for which liability is admitted under the **Policy**.

Definitions

(Also refer to the **General Definitions** in this **Policy**)

The following definitions apply to Section 6, and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **General Definitions** the definitions in this Section 6 shall prevail.

Theft

Theft shall include any act of fraud or dishonesty by any **Employee** committed with the clear intent of obtaining an improper financial gain for themselves or for any other or organisation intended by the **Employee** to receive such gain other than salaries fees commissions or other **Employee** benefits earned in the normal course of employment.

Extensions

We will indemnify **You** under this Section for:

Non Contribution – Legal Liability

if at the time of **Loss** of **Money** or goods for which **You** are legally responsible or at the time a claim for such property arises **You** are or would but for the existence of this insurance be entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund **We** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance guarantee or fund had this insurance not been effected.

Previous Insurance

if this insurance immediately supersedes a fidelity insurance effected by **You** (the 'superseded Insurance') **We** will indemnify **You** in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the superseded insurance if the **loss** is not recoverable thereunder solely because the period allowed for discovery has expired provided that:

- A. such insurance had been continuously in force from the time of the loss until inception of this insurance;
- B. the **loss** would have been insured by this insurance had it been in force at the time of the **loss**;
- C. **Our** liability shall not exceed whichever is the lesser of the:
 - 1. amount recoverable under the insurance in force at the time of the **loss**; or
 - 2. Limit any one claim as stated in the **Schedule**.

Our total liability in respect of any one claim continuing through both the term of the superseded insurance and the continuation of this insurance shall not exceed the **Limit of Indemnity** applicable under this Section

Exclusions

The following exclusions apply to this Section and does not cover;

- A. loss of interest or consequential loss of any kind;
- B. the **Deductible** as stated within the **Schedule**
- C. loss caused by or involving any **Employee**:
 - 1. who **You** do not have the right to supervise and direct;
 - 2. who at the time of committing any act of fraud or dishonesty controls more than a 5% interest or share in **You**.
 - 3. Subsequent to discovery by **You** of actual or suspected dishonesty by the **Employee**;
 - 4. whose normal place of employment is outside **Territorial Limits**;
 - 5. whom **You** are unable to identify by name;
- D. any loss the proof of which is dependent upon an inventory calculation or a profit and loss calculation alone.
- E. penalties and fines.
- F. loss covered by Section 5 - Money and Assault of this **Policy** except for any amount in excess of that Section.

It is further noted that **Our** liability under this Section will not exceed:

- A. the limit any one claim as stated within the **Schedule**;
- B. in the event that one claim is caused by two or more **Employees** acting in collusion whichever of the individual **Limits of Indemnity** is the greater;
- C. the **Limit of Indemnity** per claim stated in the **Schedule** irrespective of the number of **Period of Insurances** during which this insurance (and any insurance issued in substitution therefore) shall remain in force
- D. the limit in the aggregate for acts committed during any one **Period of Insurance** as stated within the **Schedule**;
- E. GBP2,500 if **You** are unable to produce **References** for every **Employee** involved or implicated in a claim and auditors fees will be excluded.
- F. GBP2,500 if **You** have not operated and complied with the controls set out in the **Conditions Precedent** section of this Section.

Conditions

- A. Immediately following the discovery by **You** of any act of **Theft** by an **Employee** all indemnity for further acts of **Theft** by that **Employee** shall cease.
- B. any **Money** of the **Employee** in **Your** hands upon discovery of any loss and any **Money** which but for the **Employee's Theft** would have been due to the **Employee** from **You** shall be deducted from the amount of the loss before a claim is made under this insurance.
- C. any further monies which are recovered less any costs incurred in recovery shall accrue:
 - i. in the event that **Your** claim has exceeded the **Limit of Indemnity** firstly to **Your** benefit to reduce or extinguish the amount of **Your** loss (but not the **Deductible**); then
 - ii. to **Our** benefit to the extent of the claim paid or payable; then
 - iii. to **Your** benefit where the **Deductible** had been deducted from the claim.

Conditions Precedent

You shall operate or bring into force the minimum standards listed below and shall not make any change to these unless **We** are advised and written approval obtained. Compliance with the minimum standards listed below shall be a **Condition Precedent** to **Our** liability and if not observed by **You** and **Employees** then **You** forfeit all rights to indemnity under this Section.

Annual Holiday Entitlement

Every **Employee** who will be responsible for **Money**, goods, accounts, computer operations or computer programming required to take an uninterrupted holiday of at least two weeks in each calendar year during which they perform no duties and are required to stay away from their place of work.

Auditors

Your accounts including all subsidiary companies shall be examined by external auditors every twelve months and that all recommendations or alternative action acceptable to the auditors shall be implemented without delay.

Cash and Petty cash

Cash in hand and petty cash must be checked independently of **Employees** responsible at least monthly and without warning every six months

Cash Receipts

Employees receiving cash and cheques in the course of their duties shall be required to remit all monies received and/or bank in full on the day of receipt or next banking day unless otherwise agreed with **Us**.

Cheque Signing

All cheques or other bank instruments drawn for more than GBP5,000 shall require two manually applied signatures to be added after the amount has been inserted. **You** shall advise **Your** bankers accordingly

Computer Security

- A. security checks will be built into all computer functions with reconciliations made as necessary;
- B. responsibilities for authorisation of transactions processing of transactions and handling of output to be exercised by different **Employees**

Ordering Goods

Different **Employees** acting independently shall be responsible for the ordering of stock and materials the recording of receipt of such and authorising payment for them

Payroll

- A. the cast of the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct
- B. at least quarterly and independently of persons responsible the payroll will be checked to minimise the possibility that fictitious names and enhanced payments have been included

Reconciliation

Independently of **Employees** responsible bank statements receipts counterfoils and supporting documents shall be checked at least monthly against the cash book entries and the balance tested with cash and unrepresented cheques.

References

- A. You shall obtain satisfactory references for each **Employee** who will be responsible for **Money** goods accounts computer operations or computer programming engaged after commencement of this **Policy**.
- B. Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the **Employee** is entrusted without supervision.
- C. References need not be obtained in respect of **Employees** who have satisfactorily and continuously served **You** for at least one year in another capacity before being entrusted with the duties referred to above.
- D. In respect of **Employees** joining directly from school or government sponsored youth training schemes one character reference shall be obtained.
- E. a written record of any verbal reference shall be made at the time it is obtained.
- F. the original copy of each written reference and the record of any verbal reference shall be retained by **You** and made available for inspection by **Us** on request.

Statement of Account

- A. statements of account of all amounts due will be issued at least monthly and direct to customers independently of **Employees** receiving or collecting monies.
- B. action shall be taken by management if an account becomes three months overdue.

Stocktaking

There will be a physical check on all stock and materials held against verified stock records independent of **Employees** responsible at intervals of not more than 12 months.

Section 7 – Employers’ Liability

Insuring Clause

We agree to indemnify **You** for all sums that **You** will become legally liable to pay as damages, including claimant costs and expenses recoverable from **You**, arising out of **Bodily Injury** caused during the **Period of Insurance** and sustained by an **Employee** in the course of employment by **You** in the **Business** except that where such employment is undertaken temporarily outside the **Territorial Limits** the **Employee** must be:

- A. ordinarily resident within the **Territorial Limits** at the time the **Bodily Injury** is caused; and
- B. intending to return to the **Territorial Limits** following completion of the temporary overseas employment, and the temporary overseas employment outside the **Territorial Limits** is not intended or planned to exceed twelve (12) months duration

Following any event which is or may be the subject of indemnity under the above clause whether or not **Bodily Injury** has occurred, **We** agree to indemnify **You** for **Costs and Expenses** but the **Costs and Expenses** form part of the **Limit of Indemnity** and do not increase the **Limit of Indemnity**

Definitions

(Also refer to the **General Definitions** in this **Policy**)

The following definitions apply to Section 7 and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section 7 and the **General Definitions** the definitions in this Section 7 shall prevail.

Bodily Injury

means death, disease, illness, physical and mental injury of or to an individual but excluding anxiety and injury to feelings in respect of such injury to any **Employee**.

Cost and Expenses

Means:

- A. costs and expenses (other than claimant costs recoverable from **You** or any **Other Insured Party**) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;
- B. pre-judgment interest awarded against **You** on that part of any judgment covered under this **Policy** but where **We** offer to pay the **Limit of Indemnity** in settlement of a claim or **Suit**, **We** will not pay any pre-judgment interest imposed or earned after the date of such offer;
- C. all interest earned on that part of any judgment within the **Limit of Indemnity** after entry of the judgment and before **We** have paid, offered to pay, or despond in court that part of any judgment that is within the applicable **Limit of Indemnity**;
- D. cost of attendance in court as a witness at **Our** request, payable at the following rates per day on which attendance is required:
 - 1. any principal director or partner of **Yours** – GBP500
 - 2. any **Other Insured Party** – GBP250
- E. costs and expenses of legal representation at any coroner’s inquest or inquiry in respect of any death which may be the subject of indemnity under this **Policy**.

Damage

Mean;

- A. loss of, destruction of or damage to tangible property; and / or
- B. loss of use of tangible property that has been lost, destroyed or damaged.

Hostile Territory

Means a territory designated by the Foreign and Commonwealth Office as one:

- A. to which personnel are ‘advised against all travel to’;
- B. that personnel should leave having designated the territory ‘advised against all travel to’.

Limit of Indemnity

Means the limit (inclusive of costs and expenses) applicable to this section of the **Policy** as stated in the **Schedule** and is the maximum amount payable by **Us** in respect of any one claim and/or series of claims arising from one **Occurrence** regardless of the number of:

- A. **Other Insured Party**; or
- B. persons or organisations bringing claims or **Suit**; or
- C. claims against **You** or series of claims against **You**, or claims or series of claims made by **You**.

Other Insured Party

Means any of the following parties:

- A. any director, partner, **Employee** or a former **Employee** of **Yours**;
- B. any officers, members' committee and/or **Employee** paid and voluntary helpers of **Your** canteen and welfare organisations, nursery, crèche or child care facilities, sports and social organisations, in their respective capacities as such;
- C. any officers and members of **Your** security, rescue, first aid, fire and ambulance services, medical organisation other than any doctor, surgeon or dentist while working in a professional capacity in their respective capacities as such;
- D. any director or partner or executive of **Yours** in respect of private work undertaken by any **Employee** for a director, partner or executive of **Yours**;
- E. any officers or trustees of **Your** pension scheme(s).

Extensions

We will indemnify **You** under this Section for:

Cross Liability

For each legal entity comprising **You**, **We** will separately indemnify each party under this Section as if a separate **Policy** had been issued to each provided that in respect of claims made or **Suit** brought against any of them by any other person **Our** total liability to all parties, will not exceed the **Limit of Indemnity**.

Data Protection Act 1998

We will indemnify **You** and if **You** so require any **Employee** in respect of their liability under the Data Protection Act 1998 ('DPA') to pay:

- A. compensation in respect of **Damage** or distress under section 13 of Part II of the DPA including defence **Costs and Expenses**;
- B. defence costs in relation to a prosecution brought under section 21 of Part III of the DPA; in relation to claims made by an **Employee**, provided that:
- C. **You** have registered in accordance with the terms of the DPA;
- D. the claim arises from **damage** or distress caused or prosecution commenced during the **Period of Insurance**;
- E. this extension will not apply in respect of:
 1. the cost of replacing, reinstating, rectifying or erasing any personal data;
 2. liability caused by or arising from a deliberate or intentional act by or omission of any party entitled to indemnity by this insurance the effect of which will knowingly result in liability under the DPA;
 3. claims which arise out of circumstances notified to any previous insurer or known to **You** at inception of this **Policy**;
 4. liability for which indemnity is provided under any other insurance.

Indemnity to Other Parties

at **Your** request, **We** will separately indemnify each **Other Insured Party** provided that:

- A. **You** would have been entitled to indemnity by this insurance had the claim or **Suit** been made against **You**;
- B. **Other Insured Party** is not indemnified under any other insurance or in any other way;
- C. **We** have the sole conduct and control of any claim;
- D. **Other Insured Party** agrees it will be bound by this **Policy** (other than in respect of premium) as if it were **You**.

Medical Treatment

This insurance extends to indemnify **You** and any medical doctor or dentist employed by **You** in respect of liability to any person under a contract of service or apprenticeship with **You** resulting from treatment given provided that any such doctor or dentist shall as though they were **You** be subject to the terms of this **Policy** so far as they can apply.

Offshore Activities

The insurance under this Section will cover liability to an **Employee** for **Bodily Injury** caused by visits, work or activities undertaken offshore provided that the **Limit of Indemnity** under this clause will not exceed GBP5,000,000 in respect of:

- A. any one claim against **You** or series of claims against **You**; and
- B. any claim or series of claims made by **You** under this Section; arising out of one **occurrence**.

Principals

We will indemnify any principal of **Yours**, where requested by **You**, but only to the extent that liability arises solely out of the work performed for the principal by or on **Your** behalf and provided that:

- A. the principal shall as though they were **You** observe, fulfil and be subject to the terms and conditions of this **Policy** in so far as they can apply; and
- B. **Our** liability under this clause shall in no way operate to increase the **Limit of Indemnity**;
- C. the principal is not indemnified under any other insurance or in any other way.

Statutory Defence Costs including Health and Safety At Work, Etc. Act 1974

Our consent will not be unreasonably withheld in indemnifying **You** and at **Your** request any **Other Insured Party**, in respect of legal **Costs and Expenses** incurred in defending:

- A. any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and / or
- B. allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against **You** or any **Other Insured Party**;

provided that the prosecution or proceedings relate to:

1. an offence alleged to have been committed during the **Period of Insurance** and in the course of **Business**;
2. **Bodily Injury** to, or potential **Bodily Injury** to **Employee(s)** including their health, safety and welfare;

and, **We** will also pay to **You**:

3. **Costs and Expenses** of appeal including appeal against improvement and prohibition notices incurred with its written consent which consent will not be unreasonably withheld;
4. prosecution costs awarded against **You**;

but the indemnity by this clause excludes and does not cover;

- A. circumstances where **You** or any **Other Insured Party** is entitled to indemnity by any other legal expenses, motor or employment protection policy;
- B. in respect of allegations of manslaughter, corporate manslaughter or corporate homicide, any amount in excess of a **Limit of Indemnity** of GBP1,000,000 any one claim or series of claims arising out of the same prosecution or proceedings.

Unsatisfied Court Judgements

In the event of a judgment for damages being obtained:

- A. by any **Employee**, or the personal representatives of any **Employee**, in respect of **Bodily Injury** to such **Employee** that arises out of and in the course of his employment by **You** in the **Business**, against any person operating from premises in the **Territorial Limits**; and
- B. which remains unsatisfied in whole or in part six (6) months after the date of such judgment;
- C. in any court of law except a court operating under the laws of **North America**;

then at **Your** request, **We** will pay the amount of damages or costs awarded to the **Employee** or the personal representatives of the **Employee** to the extent that they remain unsatisfied provided that:

1. there is no appeal outstanding; and
2. the **Employee** or his personal representative assigns the judgement and all rights arising out of it to **Us**.

War and Terrorism

This Section will cover liability to an **Employee** arising from or caused by an act of **War** or **Terrorism** provided that the **Limit of Indemnity** under this clause will not exceed:

- A. GBP5,000,000 anywhere in the world except in travel to, travel in, travel from or working in a **Hostile Territory**; or
- B. GBP1,000,000 arising directly or indirectly whilst in travel to, travel in, travel from or working in a **Hostile Territory**;

in respect of:

1. any one claim against **You** or series of claims against **You**; and
2. any claim or series of claims made by **You** under this Section;

arising out of one **occurrence**.

But where an **Employee** is already working in a territory that is subsequently declared to be a **Hostile Territory** the **Limit of Indemnity** will remain at GBP5,000,000 provided **You** take all reasonable steps immediately following the declaration to repatriate the **Employee** or to remove the **Employee** to a safe location as determined by the local peace force or the Foreign & Commonwealth Office.

Exclusions

The following exclusions apply to this Section and does not cover;

Employment Practices Dispute

Liability which arises out of:

- A. a dispute between an employer / prospective employer and **Employee** / prospective **Employee** referred or capable of being referred to an Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal as provided by the Employment Rights Act 1986; or
 - B. a settlement or adjudication of or under the auspices of an Employment Tribunal or ACAS;
- and which is or is capable of being insured under a generally available Employment Practices Liability Insurance **Policy**, but this exclusion shall not apply in respect of compensatory damages for **Bodily Injury** required by the Employers' Liability (Compulsory insurance) Regulations 1998;

Fines and Penalties

Liability for payment of any fines or penalties imposed or ordered to be paid.

Limit of Liability

Liability in excess of the **Limit of Indemnity** stated in the **Schedule**.

North American Jurisdiction

Liability for payment of any judgment, award, payment or settlement made within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless otherwise stipulated in the **Schedule**;

Nuclear hazards

Liability that attaches by or arising from the terms of any contract (other than contracts of employment between **You** and **Your Employees**) or agreement for **Bodily Injury** caused by Nuclear Hazard. which means:

- A. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- B. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Road Traffic Legislation

Liability for **Bodily Injury** sustained by an **Employee** when the **Employee** is:

- A. being carried in or upon a vehicle; or
- B. entering or getting onto or alighting from a vehicle

in circumstances where insurance or security is required to be effected by **You** to comply with the Road Traffic Act 1988 as amended by The Motor Vehicles (Compulsory Insurance) Regulations 1992 or any alteration to such regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands or to any other territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against civil liability in respect of the use of motor vehicles;

War and Terrorism

Liability which arises directly or indirectly out of or caused by **War** or **Terrorism** except that this exclusion shall not apply in respect of and to the extent of the indemnity provided by the **War and Terrorism** Extension.

Workman's Compensation or Social Security Payment

Liability for any claims arising out of **Bodily Injury** that are payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with, from or due to employment but this exclusion will not apply to payments required to be made to the Compensation Recovery Unit or its successor.

Other terms and conditions**Conflict of Interest**

In the event of a conflict of interest between **You** and any **Other Insured Party** indemnified by this insurance separate representation will be arranged for each party.

Section 8 – Public and Products Liability

Insuring Clause

We agree to indemnify **You** by the terms of this Section against legal liability to pay damages, including claimant costs and expense recoverable from **You**, as a result of **Bodily Injury, Damage** or **Denial of Access** that occurs during the **Period of Insurance** and arises out of and in connection with the **Business**.

In addition, following any event which is or may be the subject of indemnity under this Section **We** agree to indemnify **You** for **Costs and Expenses**, but the **Costs and Expenses** form part of the **Limit of Indemnity** and do not increase the **Limit of Indemnity**.

Definitions

*(Also refer to the **General Definitions** in this **Policy**)*

The following definitions apply to Section 8, and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **General Definitions** the definitions in this Section shall prevail.

Bodily Injury

means death, disease, illness, physical and mental injury of or to an individual but excluding anxiety and injury to feelings in respect of such injury to any **Employee**.

Cost and Expenses

Means:

- A costs and expenses (other than claimant costs recoverable from **You** or any **Other Insured Party**) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;
- B. pre-judgment interest awarded against **You** on that part of any judgment covered under this **Policy** but where **We** offer to pay the **Limit of Indemnity** in settlement of a claim or **Suit**, **We** will not pay any pre-judgment interest imposed or earned after the date of such offer;
- C all interest earned on that part of any judgment within the **Limit of Indemnity** after entry of the judgment and before **We** have paid, offered to pay, or despond in court that part of any judgment that is within the applicable **Limit of Indemnity**;
- D cost of attendance in court as a witness at **Our** request, payable at the following rates per day on which attendance is required:
 - 1. any principal director or partner of **Yours** – GBP500
 - 2. any **Other Insured Party** – GBP250
- E. costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **Policy**.

Damage

shall mean;

- A. loss of, destruction of or damage to tangible property; and / or
- B. loss of use of tangible property that has been lost, destroyed or damaged.

Denial of Access

means nuisance, trespass, or interference with any easement, right of air, light, water or way.

Limit of Indemnity

Means the limit (inclusive of costs and expenses) applicable to this section of the **Policy** as stated in the **Schedule** and is the maximum amount payable by **Us** in respect of any one claim and/or series of claims arising from one **Occurrence** or series of **Occurrences** arising out of one originating cause regardless of the number of:

- A. **Other Insured Party**; or
- B. persons or organisations bringing claims or **Suit**; or
- C. claims against **You** or series of claims against **You**, or claims or series of claims made by **You**.

Where a limit of indemnity is stated in the **Schedule** as in the aggregate, that aggregate is the maximum **We** will pay for all insured events during the **Period of Insurance**.

Property

Shall mean property which is both physical and tangible.

Suit

Means a civil proceeding in which damages to which this insurance applies are alleged, including an arbitration proceeding in which such damages are claimed and to which an **Other Insured Party** must submit or does submit with **Our** consent; or any other alternative dispute resolution proceeding in which such damages are claimed and to which an **Other Insured Party** submits with **Our** consent.

Territorial Limits

Shall mean:

- A. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- B. Elsewhere in the world where directors, partners or **Employees** of **Yours** who are normally resident in (A) are temporarily engaged in non-manual work relating to **Your Business** outside these territories, provided that **You** would be liable under the law of England or Wales (or Scotland or Northern Ireland, where appropriate).

Extensions

We will indemnify **You** under this Section for:

Bona Fide Sub-Contractors

We will indemnify **You** against liability for **Bodily Injury, Damage or Denial of Access** caused by or arising from the activities of bona fide subcontractors provided that **You** have established and maintains an administrative procedure for obtaining and retaining evidence from bona fide sub-contractors to the effect that they all have separate and specific and Public Liability insurance and that;

- A. the **Limit of Indemnity** of the Public Liability insurance must be not less than GBP5,000,000 in respect of any one claim or number of claims arising out of one cause or **Occurrence**
- B. such insurance has been extended to indemnify **You** as principal against all liability at law for damages in respect of **Bodily Injury or Damage**.
- C. such insurance covers the work to be undertaken by the bona fide sub contractors
- D. the insurance is revalidated every twelve (12) months throughout the duration of their contract with **You**

Cross Liabilities

We will indemnify each party named in the **Schedule** or endorsed hereto as if a separate **Policy** had been issued to each. Provided always that **Our** total liability shall not exceed the **Limits of Indemnity** stated in the **Schedule** regardless of the number of parties claiming to be indemnified.

Defective Premises Act 1972

The insurance by this Section is extended to indemnify **You** against any liability incurred by **You** by virtue of Section 3 of the **Defective Premises Act, 1972** or Section 3 of the Defective Premises Measure (Northern Ireland) 1974 or any amendment thereto in connection with premises that have been disposed of by **You**, except that **We** will not be liable to provide an indemnity for the cost of remedying any defect or alleged defect in such premises.

Data Protection Act 1998

We will indemnify **You** and if **You** so require any **Employee** in respect of their liability under the Data Protection Act 1998 ('DPA') to pay:

- A. compensation in respect of **Damage** or distress under section 13 of Part II of the DPA including defence **Costs and Expenses**;
- B. defence costs in relation to a prosecution brought under section 21 of Part III of the DPA;

in relation to claims made by an **Employee**, provided that:

- A. **You** have registered in accordance with the terms of the DPA;
- B. the claim arises from **damage** or distress caused or prosecution commenced during the **Period of Insurance**;
- C. this extension will not apply in respect of:
 - 1. the cost of replacing, reinstating, rectifying or erasing any personal data;
 - 2. liability caused by or arising from a deliberate or intentional act by or omission of any party entitled to indemnity by this insurance the effect of which will knowingly result in liability under the DPA;
 - 3. claims which arise out of circumstances notified to any previous insurer or known to **You** at inception of this **Policy**;
 - 4. liability for which indemnity is provided under any other insurance.

Indemnity to Other Parties Act

At **Your** request, **We** will separately indemnify each **Other Insured Party** provided that:

- A. **You** would have been entitled to indemnity by this insurance had the claim or **Suit** been made against **You**;
- B. The **Other Insured Party** is not indemnified under any other insurance or in any other way;
- C. **We** have the sole conduct and control of any claim;
- D. The **Other Insured Party** agrees it will be bound by this **Policy** (other than in respect of premium) as if it were **You**.

Motor Contingent Liability

We agree to indemnify **You** and any **Other Insured Party** in respect of liability arising out of or from the operation or use of any mechanically propelled vehicle not owned hired or borrowed by or leased to **You** or any **Other Insured Party** and used in the course of **Business** provided that this clause excludes, and **We** will not be liable for:

- A. **Damage** to such vehicle or to property conveyed therein or thereon, or
- B. **Bodily Injury** or **Damage** arising while such vehicle is being driven by;
 - 1. any insured person other than an **Employee**; or
 - 2. any person who to **Your** knowledge or the knowledge of any director, officer or manager of **Yours** does not hold a licence to drive such vehicle;
- C. **Bodily Injury** or **Damage** caused or arising while such vehicle is:
 - 1. engaged in racing, pace-making, reliability trials or speed testing;
 - 2. being used outside the Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- D. **Bodily Injury** or **Damage** in respect of which **You** or any **Other Insured Party** is entitled to indemnity under any other insurance.

Non-Negligent Damage

We agree to indemnify **You** for amounts paid to third parties following **Damage** accidentally caused **Members**, club officials, **Employees** or guests whilst participating in the activities of the **Your** club irrespective of legal liability subject to an excess of GBP50. **Our** liability shall not exceed GBP 250 any one **Occurrence** or GBP1,000 in the aggregate during any one **Period of Insurance**.

Overseas Liability

At **Your** request the insurance by this Section is extended to indemnify **You** and any of **Your Employees** or directors (including their family or persons normally resident with them), against legal liability for **Bodily Injury** or **Damage** incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in connection with the **Business**, provided that such **Bodily Injury**, or **Damage** does not arise out of the ownership or occupation of land or buildings.

Principals

We will indemnify any principal of **Yours**, where requested by **You**, but only to the extent that liability arises solely out of the work performed for the principal by or on **Your** behalf and provided that:

- A. the principal shall as though they were **You** observe, fulfil and be subject to the terms and conditions of this **Policy** in so far as they can apply; and
- B. **Our** liability under this clause shall in no way operate to increase the **Limit of Indemnity**;
- C. the **Principal** is not indemnified under any other insurance or in any other way.

Products

We will indemnify **You** against liability at law for damages in respect of **Bodily Injury** or **Damage** to property occurring anywhere in the World during the **Period of Insurance** and caused by any:

- A. goods or items sold, supplied, hired out, stored or transported and no longer in **Your** custody or under **Your** control or of any of **Employees**,
- B. food or drink sold or supplied.
- C. merchandise or souvenirs sold or supplied by or through **You** in connection with the **Business** within the **Territorial Limits**.

Statutory Defence Costs including Health and Safety At Work, Etc. Act 1974

Our consent will not be unreasonably withheld for indemnifying **You** and at **Your** request any **Other Insured Party**, in respect of legal **Costs and Expenses** incurred in defending:

- A. any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and / or
- B. allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against **You** or any **Other Insured Party**;

provided that the prosecution or proceedings relate to:

1. an offence alleged to have been committed during the **Period of Insurance** and in the course of **Business**;
2. **Bodily Injury** to, or potential **Bodily Injury** to **Employee(s)** including their health, safety and welfare;

and, **We** will also pay to **You**:

3. **Costs and Expenses** of appeal including appeal against improvement and prohibition notices incurred with its written consent which consent will not be unreasonably withheld;
4. prosecution costs awarded against **You**;

but the indemnity by this clause excludes and does not cover;

- C. circumstances where **You** or any **Other Insured Party** is entitled to indemnity by any other legal expenses, motor or employment protection policy;
- D. in respect of allegations of manslaughter, corporate manslaughter or corporate homicide, any amount in excess of a **Limit of Indemnity** of GBP1,000,000 any one claim or series of claims arising out of the same prosecution or proceedings.

Exclusions

The following exclusions apply to this Section and does not cover;

Advice, Design or Plans Provided for a Fee

any loss arising out of or from advice, design, plans, specifications, formulae, surveys, or directions prepared or given by **You** or **Other Insured Party** for a fee but this shall not exclude such liability arising in conjunction with **Products** supplied;

Asbestos

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.

Contractual Liability

liability which attaches by virtue of a contract or agreement but, which would not have attached in the absence of a contract or agreement.

Costs and Expenses arising from a Deliberate Act

Costs and Expenses incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by or on **Your** behalf or **Other Insured Party** if the result of such act or omission could reasonably have been expected to constitute an offence under any legislation;

Costs or Recall or Guarantee

expenditure, whether incurred by **You** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, reinstatement of any **Product** or part thereof and/or from financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement;

Care, Custody and Control

Damage to property owned, leased, hired or held in trust by **You** or under hire purchase or on loan to **You** or held otherwise in **Your** care, custody or control, other than property belonging to **Your** visitors, directors or partners;

Deliberate Acts

deliberate or belligerent acts by security staff, door staff or **Employees**;

Deductible

the **Deductible** stated in **Policy Schedule**, and any such amounts will be payable by **You** before **We** shall be liable to make any payment under this **Policy**.

E-Commerce

any liability:

- A. arising from loss, alteration or impairment of, or damage to, information and / or data in electronic form
- B. arising from malicious acts of any person carried out by electronic means
- C. for defamation or harassment carried out by electronic means but this exclusion shall not apply in respect of liability for any ensuing accidental **Bodily Injury** (save for mental injury or mental disease) or accidental **Damage** which is not otherwise excluded.

Employment Practices Dispute

liability which arises out of:

- A. a dispute between an employer / prospective employer and **Employee** / prospective **Employee** referred or capable of being referred to an Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal as provided by the Employment Rights Act 1986; or
- B. a settlement or adjudication of or under the auspices of an Employment Tribunal or ACAS;

liability by the above which is capable of being insured under a generally available Employment Practices Liability Insurance Policy;

Financial Loss

liability for pure financial loss that is not consequent upon **Bodily Injury** or **Damage**;

Fines, Penalties or Multiplications or Compensatory Damages

any fines, penalties, punitive damages, exemplary damages, aggravated damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;

Gradual Environmental Impairment

any liability for or consequent upon

- A. **Bodily Injury** or **Damage** to **Property Insured**, directly or indirectly arising out of the gradual discharge dispersal release or escape of pollutants,
- B. the cost of removing nullifying or cleaning up pollutants which have been gradually discharged dispersed released or escaped,
- C. fines penalties or exemplary damages arising directly or indirectly out of the gradual discharge dispersal release or escape of pollutants occurring anywhere in the world;

Intentional Disregard of Reasonable Precautions

Any insured event or loss arising or arising out of or continuing from the deliberate, conscious or intentional disregard by **Your** technical or administrative management of the need to take all reasonable precautions to prevent an insured event or loss arising or continuing;

Legionella

Bodily Injury, Damage or Denial of Access arising out of, alleging or attributable to the existence of Legionella;

Liability for Employment

Bodily Injury sustained by any **Employee** arising out of or in the course of employment by **You** in the **Business**;

Limit of Indemnity

liability in excess of the **Limit of Indemnity** stated in the **Schedule**

Liquidated Damages

any loss arising out of or from any liquidated damages clauses or penalty clauses or performance warranties in any contract or agreement which **You** or **Other Insured Party** has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such clauses or warranties;

Mechanically Propelled Vehicles, Craft and Plant

- A. liability arising from the ownership or possession or use by or **Your** behalf of any mechanically propelled vehicle or mobile plant:
1. which is licensed for road use or
 2. for which compulsory motor insurance or security is required or
 3. which is more specifically insured.

Provided always that this exclusion shall not apply in respect of:

1. liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
2. the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required;
3. the unauthorised movement on **Your Premises** or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required.

B. liability arising from the ownership or possession or use by **You** or on **Your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.

Nuclear Risks

- A. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;
- B. any legal liability of whatsoever nature
- C. any sum which **You** become legally liable to pay or any loss or expense; directly or indirectly caused by or contributed to by or arising from or, in the case of (c) above, attributable to Nuclear Hazards;

Overseas Domiciled Operations

Your subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;

Participant to Participant Liability

Bodily Injury caused by any **Member**, player, participant or official of **Yours** to any other person whilst such **Member**, player, participant or official is engaged in any activities in connection with shooting, contact or collision sports.

Punitive or Exemplary Damages

liability for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever.

Sexual Abuse

Bodily Injury arising from allegations of rape or sexual abuse of any nature whether proven or otherwise.

Statutory Requirements

You shall comply with all statutory requirements concerning the inspection of machinery and equipment.

The Product Itself

liability for **Damage** to **Your** product or any part thereof arising from a defect or unsuitability thereof and pure financial loss arising therefrom.

North American Jurisdiction

Liability for payment of any judgment, award, payment or settlement made within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless otherwise stipulated in the **Schedule**.

War or Terrorism

Bodily Injury, Damage or Denial of Access directly or indirectly caused by or contributed to by or arising from **War** or any act of **Terrorism**.

Work away

Bodily Injury, Damage or Denial of Access arising out of or from;

- A. the application of heat involving a naked flame or open heat source or use of oxyacetylene, electric arc or similar welding and cutting equipment, hot air paint strippers, grinding wheels, angle grinders, disc cutters or gas space heaters
- B. the use of handling of explosives
- C. the removal or weakening of support or the withdrawal of ground water from any land or structure
- D. work on or to the external structure of a building
- E. work carried out externally 5 metres or higher above the ground
- F. work carried out below 3 metres from ground level
- G. waste storage or waste disposal
- H. work at, or on towers, sleepless, chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels, aircraft, airport, ships, docks, piers, wharves, breakwaters or sea walls, collieries, mines, chemical works, gas works, oil refineries, or power stations, offshore installations or bulk oil petrol gas or chemical storage tanks or chambers.

Conditions Precedent

It is a **Condition Precedent to Our** liability under this Section that:

Inspection of Public Areas

You shall implement and maintain a fully documented inspection and maintenance procedure in respect of all areas to which the public have access including but not limited to car-parks; and maintain formal records of the outcome of such inspections; **You** shall also procure that any necessary remedial work or other action identified as being required as a result of that inspection is properly carried out without delay

Section 9 – Professional Indemnity

Insuring Clause

We agree to indemnify **You** by the terms of this Section against legal liability to pay damages, including claimant costs and expense recoverable from **You**, as a result of **Bodily Injury**, alleging from a breach in professional duty whether that duty is owned in contract or otherwise arising from any negligent act, error or omission of a **Qualified Person** whenever or wherever committed or alleged to have been committed in connection with the **Business** as specified within the **Schedule**, provided that;

- A. Any alleged negligent act, error or omission that is made against **You** during the **Period of Insurance** is notified as soon as practicable in writing to **Us** during the **Period of Insurance**; and
- B. The alleged negligent act, error or omission occurred subsequent to the **Retroactive Date**
- C. In addition, following any event which is or may be the subject of indemnity under this Section **We** agree to indemnify **You** for **Costs and Expenses**, but the **Costs and Expenses** form part of the **Limit of Indemnity** and do not increase the **Limit of Indemnity**.

Provided that **You** provide to **Us** in writing of any circumstance that might give rise to a claim against **You**;

- A. As soon as practicable after **You** become aware of those circumstances; and
- B. Before the expiry of the **Period of Insurance**;

Then this Section will respond to any subsequent claim connected directly to those circumstances even though no claim had been made against **You** during the **Period of Insurance**

Definitions

*(Also refer to the **General Definitions** in this **Policy**)*

The following definitions apply to Section 9, and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **General Definitions** the definitions in this Section 9 shall prevail.

Bodily Injury

means death, disease, illness, physical and mental injury of or to an individual but excluding anxiety and injury to feelings in respect of such injury to any **Employee**.

Coach or Referee

Means a **Member** of the club, association, league or entity who is accredited and qualified in accordance with the requirement of the **Business** and / or a person with a minimum of coaching or refereeing experience in the nominated **Business** as stated within the **Schedule**.

Known Circumstances

Means any circumstances in which **You** are entitled to indemnity under this Section and of which **You** are aware, or ought reasonably to be aware, at the commencement of the **Period of Insurance**, whether notified to **Us** or not.

Qualified

Means that person has either the necessary and the appropriate qualifications and / or registration and / or accreditation and / or licensing from;

- A. an accredited institute; or
- B. the **Business's** national association or governing body.

Qualified Person

Means **Qualified** person appointment by the **Business** to act as a **Coach or Referee**, official or instructor but only whilst acting in the scope of their duties in such capacity.

Retroactive Date

Means the date specified in the **Schedule** as the Retroactive Date.

Limit of Indemnity

Means the limit (inclusive of costs and expenses) applicable to this section of the **Policy** as stated in the **Schedule** and is the maximum amount payable by **Us** in respect of any one claim and/or series of claims arising from one **Occurrence** or series of **Occurrences** arising out of 1 originating cause regardless of the number of:

- A. **Other Insured Party**; or
- B. persons or organisations bringing claims or **Suit**; or
- C. claims against **You** or series of claims against **You**, or claims or series of claims made by **You**.

The limit of indemnity stated in the **Schedule** is in the aggregate, that aggregate is the maximum **We** will pay for all insured events during the **Period of Insurance**.

Territorial Limits

Shall mean:

- A. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- B. Elsewhere in the world where directors, partners or **Employees** of **Yours** who are normally resident in (A) are temporarily engaged in non-manual work relating to **Your Business** outside these territories

Exclusions

We will not indemnify **You** under this Section;

- A. against any claims nor **Costs and Expenses** following any claim made or threatened or in any way intimated before the inception date of this **Policy**; or
- B. in connection with any **Known Circumstances**.
- C. For any claim that would have been excluded under Section 8 – Public and Products Liability other than in respect of the insurance provided by this Section for Advice, Design or Plans Provided for a Fee.

Section 10 – Directors’ and Officers’ Liability

Insuring Clause

A. Directors’ and Officers’ Liability

We will pay on behalf of an **Insured Person** any **Loss** that the **Insured Person** is legally liable to pay but for which they cannot legally be indemnified by the **Company**;

1. for a **Claim** against the **Insured Person** for a **Wrongful Act**
2. provided that the **Claim** is first made against **the Insured Person** and notified to **Us** during the **Period of Insurance** or **Discovery Period**.

We will not be liable to pay more than the **Limit of Reimbursement** stated in the **Schedule**

B. Corporate Reimbursement

We will pay on behalf of the **Company** any such **Loss** that the **Company** is legally required or permitted to pay an **Insured Person**;

1. for a **Claim** against the **Insured Person** for a **Wrongful Act**
2. provided that the **Claim** is first made against **the Insured Person** and notified to **Us** during the **Period of Insurance** or **Discovery Period**.

We will not be liable to pay more than the **Limit of Reimbursement** stated in the **Schedule**

We will pay for;

- A. **Defence Costs and Expenses** in the defence, investigation or settlement of any **Claim** which fails to be dealt with under the Insuring Clause
- B. **Defence Costs and Expenses** in the investigation of any circumstance(s) **Notified** to **Us** which is (or are) likely to give rise to a **Claim**;
- C. **Investigation Costs and Expenses**;
- D. **Criminal Defence Costs and Expenses**.

Definitions

(Also refer to the **General Definitions** in this **Policy**)

The following definitions apply to Section 10, and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **General Definitions** the definitions in this Section 10 shall prevail.

Associated Company

means any:

- A. tax exempt or non-profit organisation, trade association or registered charity under the laws of any jurisdiction; or
- B. entity in which the **Company** has a shareholding but which is not a **Subsidiary**.

Claim

Means:

- A. any demand made of, or allegation of any **Wrongful Act** communicated to any **Insured Person** under any circumstances and by whatever means
- B. any summons, application or legal (criminal or otherwise) or arbitral proceedings, cross claim or counter claim issued against or serves upon an **Insured Person** alleging a **Wrongful Act**

Provided that the **Wrongful Act** was committed within the **Territorial Limits**.

Company

Means the company stated in the **Schedule** and is deemed to include all **Subsidiary** companies.

Criminal Defence Costs and Expenses

Means in relation to any **Claim** for bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person, **Defence Costs and Expenses** in any criminal proceedings or investigation under Health and Safety at Work legislation including corporate manslaughter or the equivalent in any jurisdiction.

Defence Costs and Expenses

Means legal costs and expenses incurred by or on behalf of an **Insured Person** with the prior written and continuing consent of **Us** (such consent not to be unreasonably withheld). It does not include an **Insured Person** or the **Company's** own costs and expenses (including salaries) or any value attributable to the time spent by **Insured Person, Company** or any **Employee** in dealing with a **Claim**.

Discovery Period

Means any period of up to 30 days by which in respect of **Wrongful Acts** committed prior to the expiry of the **Period of Insurance We** extend cover. The **Limit of Reimbursement** for the **Period of Insurance** and **Discovery Period** combined shall not exceed the **Sums Insured** stated in the **Schedule**.

Employee and Employment

Means any person, other than a director or officer of the **Company**, who is under a contract or service or apprenticeship, supplied to, hired, or borrowed by the **Company** or under any work experience or similar scheme, whilst employed or engaged by and under the control of the **Company**.

Investigation

Means any formal investigation enquiry or request for information of or attendance by an **Insured Person** initiated by anybody (including the Financial Conduct Authority) other than the **Company** authorised so to compel the **Insured Person** during the **Period of Insurance** for the purpose of evaluating the conduct of the **Insured Person** in such insured capacity, including but not limited to proceedings under the Proceeds of Crime Act 2002 and Money Laundering Regulations 2003 or by reference to the Financial Services and Markets Act 2000 and any amendment.

Investigation Costs and Expenses

means **Defence Costs and Expenses** incurred in the context of an **Investigation** or other proceeding into the affairs of an **Insured Person** ordered or commissioned by a body legally empowered to investigate the affairs of an **Insured Person**. Excluding fines penalties **Employee's** remuneration time costs or overheads in connection with the investigation.

Limit of Reimbursement

means the maximum amount payable by **Us** as stated in the **Schedule** for the **Period of Insurance** (including any **Discovery Period**) irrespective of the number of **Claims** and/or the number of claimants and/or the number of **Insured Persons, Companies** or **Subsidiaries**.

The **Limit of Reimbursement** shall be as stated in the **Schedule**.

Loss

Means any damages, judgment, settlement, award, **Defence Costs and Expenses** and/or third party legal costs of or awarded by, or in relation to any proceedings before, any court, arbitral or administrative tribunal, or any duly authorised regulatory or statutory body, which the **Insured Person** become liable to pay as a result of a **Claim**.

Loss does not include:

- A. **Employee** remuneration, benefits, stock or share options or severance payments;
- B. taxes, fines, penalties and/or punitive, aggravated or exemplary damages, unless insurable at law;
- C. Any **Loss** not otherwise insured hereunder

Notified

Means that notice is sent in writing by or on behalf of **an Insured Person** and/or the **Company**, and received by **Us**.

Period of Insurance

The period specified in the **Schedule**, which time is taken as Greenwich Mean Time and/or any other period agreed by **Us**.

Policy

- A. all information provided to **Us** as part of a proposal for issue/renewal or amendment of the insurance as set out in this document;
- B. all terms, provisions, exclusions, conditions, **Sums Insured**, and **Limits of Indemnity** as set out in this document;
- C. the **Schedule**, notices and other documents as they arise;
- D. all **Endorsements** issued and incorporated in this document.

Insured

Shall mean any **Insured Person** and the **Company**

Insured Person

Means:

- A. a director, secretary, executive officer or **Employee** of the **Company**;
- B. any natural person and who by virtue of any applicable legislation is deemed to be a director or officer of the **Company**;
- C. an **Employee** of the **Company**:
 - 1. acting in any managerial or supervisory capacity; or
 - 2. named as co-defendant with any director or officer.
- D. any director or officer's lawful spouse where in receipt of a **Claim** because of the **Wrongful Act** of the director or officer;
- E. the director or officer's estate, heirs, legal representatives or assigns.

An **Insured Persons** shall not include any agent, contractor, legal or other advisor, consultant, external auditor, or compulsory liquidator, administrator or receiver of the **Company**.

Schedule

This that includes the **Company** names and address, the premium and other variables to this **Policy**. The **Schedule** may be re-issued from time to time where each successor overrides the earlier document.

Subsidiary

Means:

- A. Any company or other incorporated entity in which the **Company** directly or indirectly controls the composition of the board of directors or controls more than half the voting rights or holds more than half the issued share capital; or
- B. Any company or other incorporated entity over which the **Company** is in a position to exercise effective direction or control directly by means of an uninterrupted succession of subsidiaries

but only in respect of **Wrongful Acts** committed in relation to the **Subsidiary** while a **Subsidiary** of the **Company**.

Territorial Limits

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

Total Gross Assets

Means the **Total Gross Assets** of the **Company** and its **Subsidiaries** as shown in its audited consolidated group accounts most recently preceding the **Period of Insurance**.

We, Us, Our

- A. Certain Underwriters at Lloyd's
- B. Liberty Mutual Insurance Europe SE
- C. Volante International Limited trading as Affinity Solutions at all times as authorised underwriting agents and administrators (and for no other purpose) for Certain Underwriters at Lloyd's and Liberty Mutual Insurance Europe SE with no liability under this **Policy**.

Wrongful Act

Means any actual or alleged act, error, omission, misstatement, misleading statement, negligent act, negligent error, negligent omission or negligent breach of duty committed or attempted by an **Insured Person** acting in his or her capacity as a director or officer of the **Company** or any allegation made against an **Insured Person** by reason of his or her capacity as a director or officer of the **Company**.

Conditions

Allocation

In the event of any **Loss** being partially covered and/or any **Claim** against the **Insured Person** being also made against the **Company** **We** shall use **Our** best endeavours fairly and reasonably to agree such an allocation of **Loss** to under Section 10 of this **Policy** as may be appropriate and proportional to the aggregate of insured and uninsured loss, damages and legal and other costs.

Other Insurance

any matter in respect of which the **Insured Person** or **Company** is (or but for the existence of this **Policy** would be) entitled to cover under any other contract of insurance, except where such other insurance is written as specific excess insurance to provide a **Reimbursement** in excess of the amount payable under Section 10 of this **Policy**.

Section 10 of this **Policy** shall only apply in excess of such other policy to the extent of such part of the **Limit of Reimbursement** or any applicable sub-limit as exceeds the limit of the other policy.

Subrogation

If **We** become liable for any payment under this insurance for a **loss**;

- A. **We** shall be subrogated to the extent of such payment to all the rights and remedies of the **Insured** against any party for such **loss** and
- B. **We** shall be entitled, at **Our** expense, to sue in the **Insured's** name.

The **Insured** shall give **Us** all such assistance as **We** may be required to secure **Our** rights and remedies either before or after indemnification.

Extensions

We will provide an indemnify under this Section for:

Advanced Payment of Defence Costs

We shall pay **Defence Costs and Expenses** incurred with **Our** prior written consent, such consent not to be unreasonably withheld. However in the event and to the extent that it is finally determined that the **Insured Person** and / or **Company** are not entitled to such payments under this **Policy** the sums advanced shall be repaid to the **Us** upon demand or the **Limit of Reimbursement** reduced by the amount of such uninsured advance payment.

Coverage for New Subsidiaries

If the **Company** acquires or creates any entity during the **Period of Insurance** so that such entity becomes a **Subsidiary**, then such **Subsidiary** and the **Insured Persons** shall be covered for **Loss** in respect of **Wrongful Acts** committed after such entity became a **Subsidiary** provided that the **Subsidiary** is incorporated within the **Territorial Limits**.

If the case of a **Subsidiary** whose **Total Gross Assets**, exceeds 20% of the total consolidated asset value of the **Company** must;

- A. notify **Us** of that **Subsidiary** in writing within 30 days of the acquisition or creation; and
- B. **We** may at **Our** discretion, provide cover for that **Subsidiary** subject to an additional premium.

If notification is not given within 30 days after the acquisition or creation cover will cease in respect of that **Subsidiary**.

Extended Discovery Period

If **We** refuse to offer any terms and conditions in respect of the renewal of this insurance, the **Company** and the **Insured Person** will jointly, and not separately, have the right upon payment of an amount of 50% of the premium paid for this Section, to an extension of the **Period Of Insurance** for a further 6 months immediately following the expiry of the **Period of Insurance** but only

in respect of any **Wrongful Act** committed or alleged to have been committed or attempted before the expiry of the **Period of Insurance**, provided that;

- A. the right to invoke an extension of the **Period of Insurance** is excised within 30 days of the date of the non-renewal;
- B. **the Insured's** decision not to renew this insurance with **Us**, whether before or after **We** have issued terms and conditions in respect of the renewal of this insurance removes the rights of the **Company** and the **Insured Person's** right to invoke an extension of the **Period of Insurance**.

Insured Vs Insured

We will pay on behalf of the **Insured Person** any **Claim** brought by an **Insured Person** arising out of unfair dismissal or another **Insured Person**.

Spousal Liability

This **Policy** shall extend to include the spouse or civil partner of an **Insured Person** for all **Loss** in respect of a **Wrongful Act** but only for a **Loss** arising solely out of their status as such and only where such **Loss** seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the spouse or civil partner.

Takeovers and Mergers

If during the **Period of Insurance** the **Company** merges with or consolidates into another entity, or any person or entity acquires 50% or more of its issued share capital:

- A. the **Company** shall within 30 days give written notice to **Us** of such merger, consolidation or acquisition; and
- B. cover shall thereafter apply only to **Wrongful Acts** committed prior to the effective date of such merger, consolidation or acquisition;
- C. the **Company** may cancel the remainder of this **Policy** on behalf of the **Company** and the **Insured Person** by sending written notice to **Us**, stating the date from which the cancellation is to take effect.

Exclusions

This Section excludes;

Breach of Professional Duty

Any **Claim** arising from the rendering of failure to render professional services and or professional advice or a breach or alleged breach of any contract for the provision of professional services and or professional advice.

Death or Bodily Injury

Bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person, except:

- A. where directly caused by a **Wrongful Act**; and
- B. in respect of any **Wrongful Act** related to **Employment**; and
- C. in respect of **Criminal Defence Costs and Expenses** in any criminal proceedings or investigation under Health and Safety legislation including corporate manslaughter or the equivalent in any jurisdiction, up to the limit in the **Schedule**.

Dishonesty, Fraud and Criminal Acts

any dishonest, fraudulent or criminal act or omission or any wilful breach of any statute, rule or law by the **Insured**.

For the purpose of this exclusion, no **Insured Person** shall be denied cover unless possessed of actual knowledge of the relevant act or omission at the commencement of the **Period of Insurance**.

This exclusion shall only apply where there has been a final adjudication by any court, tribunal or other similar body, or admission by an **Insured Person** of such conduct.

Employee Benefits

any retirement, pension, profit-sharing, health, welfare or any other **Employee** benefit fund, trust scheme or plan, including but not limited to the UK Pensions Act 1995 and/or subsequent amending or re-enacting legislation.

North America

arising from, based upon, attributable to or as a consequence of any **Claim** brought or maintained within the jurisdiction of, or under the laws of **North America**, or its territories or possessions, by or on behalf of the **Company** or an **Insured Person** of the **Company**.

Insured Vs Insured

Any **Claim** by or on behalf of the **Company** or any **Insured Person** against any other **Insured Person**, other than as agreed under the Insured Vs Insured Extension as described within this **Policy**.

Known claims and circumstances

Any **Claim** or circumstance(s) which may give rise to a liability under Section 10 of this **Policy** and which **Claim** or circumstance(s) was (or were) known to an **Insured Person** or the **Company** prior to the **Period of Insurance**.

Prior and Pending Legislation

Any fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged in any prior and pending litigation commenced prior to the inception date set out in the **Schedule**

Property Damage

any damage to or destruction or loss of any tangible property including loss of use except where indirectly caused by a **Wrongful Act**.

Profit of Advantage

any personal profit, remuneration or advantage gained by an **Insured Person** to which the **Insured Person** was not legally entitled according to the judgement of a court, a court-approved settlement or by some other final determination.

For the purpose of this exclusion, no **Insured Person** shall be denied cover unless possessed of actual knowledge of the relevant act or omission at the commencement of the **Period of Insurance**.

This exclusion shall only apply where there has been a final adjudication or admission by an **Insured Person** of such conduct.

Pollution and Nuclear Risks

- A. any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind; or
- B. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Securities

Any purchase, exchange or sale, or other to purchase or sell, securities of any description by means of a prospectus or private placement on or after the commencement of the **Period of Insurance**. However **We** may at its discretion offer such cover in this regard on terms including as to Premium as it may think appropriate, subject to the supply and review of all information and documentation connected with the prospectus or private placement.

Claims, Loss Reporting and Control Requirements

The **Insured** must comply with the following conditions. If the **Insured** fails to do so, **We** may not pay the **Insured's** claim, or any payment could be reduced.

We must be **Notified** during the **Period of Insurance**, in writing:

- A. of any **Claim**;
- B. regardless of any previous notice, of receipt of any **Claim** Form, Particulars of **Claim**, or any other formal document commencing legal proceedings, copies of all such documents being provided with such notification;
- C. of any circumstance of which the **Insured Person** or the **Company** shall become aware which is or are likely to give rise to a **Claim**;
- D. of any circumstance of which the **Insured Person** or the **Company** shall become aware which is likely to give rise to an entitlement to be indemnified under this **Policy**;

In the event that **We** are **Notified** during the **Period of Insurance** of any circumstance which in **Our** opinion is or are) likely to give rise to a **Claim** then any subsequent **Claim** which arises directly from the circumstance so **Notified** shall be deemed to have been made during the **Period of Insurance**.

The **Insured Person** must not admit liability for or settle any **Claim** or incur any costs or expenses in connection with a **Claim** or enter into settlement without **Our** written consent before doing so.

The **Insured Person** must promptly provide to **Us** full details concerning any **Claim** and any circumstance likely to give rise to a **Claim** and any circumstance where the **Insured Person** and / or the **Company** has requested to be reimbursed under this **Policy** and provide such cooperation and assistance to **Us** and **Our** representatives, legal advisers or agents may reasonably require.

The **Insured Person** and / or the **Company** (or any person, firm or company acting for or on behalf of the **Insured Person** and / or the **Company**) shall ensure that all documents relevant to any **Claim** and any circumstance likely to give rise to a **Claim** shall not be intentionally destroyed or otherwise intentionally disposed of.

Defence of claims under this Section

We will be entitled to take over and conduct in the name of the **Insured Person** the defence or settlement of any **Claim** at any time. However, if the **Insured Person** refuses to consent to any settlement recommendations by **Us** and elects to contest or continue any legal proceeding in connection with a **Claim**, **Our** liability for **Claim** will not exceed the amount for which the **Claim** could have been settled plus the **Defence Costs and Expenses** incurred up to the date of refusal.