MOTORSPORT COMBINED

WORDING

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Understanding Your Policy

The Insurance Contract

In return for payment of the **Premium** shown in the **Schedule**, **We** agree to insure **You,** subject to the terms and conditions contained in or endorsed on this insurance**.**

The Policy

The Policy is evidence of the contract of insurance between **You** and **Us**. It is made up of the following elements which should together be regarded as one document.

- The **Schedule**, which shows who is insured, the **Business** being covered and other Policy particulars such as the **Period of Insurance**, **Sums Insured**, **Limits of Indemnity** and amounts for which **You** may be responsible (**Excess)**.
- This wording,
- Any subsequent endorsements that may be issued.

Please read them carefully and if they require any amendments please return them to **Your** broker for correction.

What You Need To Do Now

It is important that **You**:

- check that the Sections **You** have requested are included in the **Schedule**;
- check that the information **You** have given **Us** is accurate – see Information You Have Given **Us** under Important Information section.
- notify **Your** broker as soon as practicable of any inaccuracies in the information **You** have given **Us**;
- comply with **Your** duties under each section and under the insurance as a whole. (<u>Failure to do so could result in a claim being rejected or the amount payable being reduced.)</u>

Keep the Policy safe in case **You** need to refer to it.

Understanding Your Policy

Who Is Providing This Insurance

MX Motorsport underwrite and administer the insurance provided on behalf of Accredited Insurance (Europe) Limited – UK Branch.

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

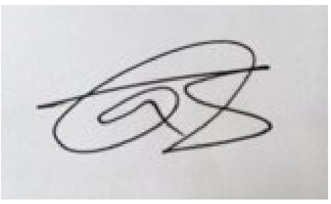
Accredited Insurance (Europe) Limited – UK Branch (UK Establishment Number: BR021362; FRN:608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta.

Accredited Insurance (Europe) Limited – UK Branch has a place of registration and principal place of business at 71 Fenchurch Street, London, EC3M 4BS. UK Companies House registered no. BR021362.

Words With Special Meanings

Wherever words appear in bold in this Policy they will have the meanings shown in the Definitions on pages 16 - 33, unless more specifically defined in a particular section. Any word or expression to which a specific meaning has been attached in any part of this wording or the **Schedule**, will have that meaning each time that word or expression is used.

Signed for and on **Our** behalf
Authorised Signatory



Tim Skilton
Director, MX Motorsport Ltd

Important Information

Data Protection

Personal Information

Your insurance cover may include cover for individuals who are either insureds or beneficiaries under the policy ("individual insureds"). MX Motorsport and the **Insurer** collect and use relevant information about individual insureds to provide **You** with the insurance cover and to meet **Our** legal obligations.

Your Obligations

To enable **Us** to use individual insureds' details in accordance with applicable data protection laws, **We** need **You** to provide those individuals with certain information about how **We** will use their details in connection with the insurance cover.

You agree to provide to each individual insured **Our** personal information notice, which **We** have provided to **You** below, on or before the date that the individual becomes an individual insured under the insurance cover or, if earlier, the date that **You** first provide information about the individual to **Us**.

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

Personal Information Notice

<u>The basics</u>
We collect and use relevant information about **You**, the **Insured**, to provide the insurance cover that benefits **You** and to meet **Our** legal obligations. This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, Insurers, agents or brokers, reInsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will not keep **Your** information for longer than necessary and will only disclose **Your** information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

<u>Other people's details **You** provide to **Us**</u>
Where **You**, the **Insured**, are providing **Us** with personal information about a person other than yourself, **You** must provide this notice to them.

Important Information

Your Rights
You, the **Insured**, have rights in relation to the information **We** hold about **You**, including the right to access a copy of **Your** information. If **You** wish to exercise **Your** rights or would like more details about how **We** or Insurer(s) use **Your** personal information please see MX Motorsport's full Data Privacy Notice (www.specialistrisk.com/privacy-policy). A paper copy of the full Data Privacy Notice can be obtained by contacting MX Motorsport by email (enquiries@mxunderwriting.com) or at the address below:

Compliance Department
MX Motorsport Ltd
7th Floor, The St Botolph Building
138 Houndsditch
London
EC3A 7AW

To see the Privacy notice for the **Insurer** please use the link below:
https://accreditedinsurance.com/privacy-notice-europe-uk/

Your personal data is protected by legal rights, which include **Your** rights to:

- object to **Our** processing of **Your** personal data;
- request that **Your** personal data is erased or corrected;
- request access to **Your** personal data and data portability;
- complain to the Information Commissioner's Office, which regulates the processing of personal data.

You also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at www.ico.org.uk.

Duty Of Fair Presentation

You must provide **Us** with a fair presentation of the risk insured by this Policy at inception, renewal or on variation of this Policy. This means **You** must disclose to **Us** every material circumstance which **You** know or ought to know (including matters known to those responsible for **Your** insurance, and, if **You** are not an individual, matters known to **Your** senior management) having conducted a reasonable search for information.

In respect of the disclosure of information as outlined above:

i) this should be in a manner that is reasonably clear and accessible to **Us;**

ii) every material representation as to a matter of fact should be substantially correct;

iii) every material representation as to a matter of expectation or belief should be made in good faith.

Important Information

A circumstance or representation is material if it would influence **Our** judgement as prudent Insurers in determining whether or not to take the risk insured by this Policy and if so at what terms.

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**.

If **We** establish that **You** deliberately or recklessly breached the duty of fair presentation **We** will treat this Policy as if it never existed, keep the premium and decline all claims.

If **We** establish that **You** breached the duty of fair presentation other than deliberately or recklessly it could adversely affect **Your** Policy and any claim. For example, **We** may:

- treat this Policy as if it had never existed, refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered had the breach of fair presentation not occurred; or
- amend the terms of **Your** insurance. **We** may apply these amended terms from the commencement of the Policy; and/or
- in addition, **We** can reduce proportionately the amount to be paid on any claim(s) under this Policy (and, if applicable, the amount already paid on prior claim(s) under this Policy) by the percentage difference in premium between that which **You** paid and that which **We** would have charged had **We** been fully aware of the facts.

We or **Your** insurance broker will write to **You** if **We**:

- intend to treat **Your** Policy as if it never existed; or
- need to amend the terms of **Your** Policy.

If **You** become aware that information **You** have given **Us** is inaccurate at the time **You** gave it, **You** must inform **Your** broker as soon as practicable.

Employers Liability Tracing Office

By entering into this insurance Policy you will be deemed to specifically consent to the use of **Your** insurance Policy data in the following way and for the following purposes.

a) Certain information relating to **Your** insurance Policy including:

   i) the Policy number(s);
   ii) employers' names and addresses (including subsidiaries and any relevant changes of name);
   iii) dates of cover;
   iv) employer's reference numbers provided by His Majesty's Revenue and Customs; and
   v) Companies House reference numbers (if relevant) will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (database).

Important Information

b) This information will be made available by **Us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will have regular periodic updating and certification and will be audited on an annual basis.

c) The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants):

   i) to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
   ii) to identify the relevant employers' liability insurance policies.

d) The database will be managed by ELTO.

e) The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this Policy. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this Policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean GL17 1DY) and on their website: www.fscs.org.

Telephone Number: 0800 678 1100 or 020 7741 4100

Email: enquiries@fscs.org.uk

Notification

When there is reference to notification being provided to MX Motorsport or to **Us** (which should be via MX Motorsport) the contact details are:

MX Motorsport Ltd, 7th Floor, The St Botolph Building, 138 Houndsditch, London, EC3A 7AW
Telephone: 0207 977 4800
Email: motorsport@mxunderwrwiting.com

Sanctions

We will not provide any cover, be liable to pay any claim or provide any benefit under this Policy where to do so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Several Liability Notice

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

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

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

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

Tax

There may be circumstances where taxes may be due that are not paid via MX Motorsport. If this occurs then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority.

Terms Not Relevant To A Loss

Where:

a) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and

b) compliance with that term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time,

We cannot rely on the breach of the term to exclude, limit or discharge **Our** liability if **You** show that the failure to comply with it could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Important Information

Third Party Rights

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.

Cancellation of this Policy

Your Cancellation Rights

Cancellation during Cooling Off Period

If **You** are insured in a business capacity and have an annual turnover or annual balance sheet of less than EUR2,000,000 and fewer than ten staff (i.e. **You** are a Micro-enterprise) **You** may take advantage of the cooling off period as follows:

- **You** have the statutory right to cancel **Your** Policy within 14 days of the purchase or renewal of the contract or the day **You** receive the Policy or renewal documentation, whichever is the later.
- **We** will return the premium in full if cancellation occurs within the 14 day period.
- No refund of premium will be given if a claim is made.

Cancellation if Cooling Off Period does not apply

If **You** wish to cancel **Your** Policy after cooling off period or if the cooling off period does not apply:

- **You** will need to contact **Your** broker who arranged the insurance for **You**.
- **You** are entitled to a return of premium which will be based upon the length of time remaining for the **Period of Insurance**, 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). Any administrative charges will not be refunded.
- If **We** pay any claim, in whole or in part, or any claim or incident has been notified to **Us** then no refund of premium will be allowed.

Our Cancellation Rights

We may cancel this insurance by sending 30 days' written notice to **You** (but 7 days for non-payment of **Premium**).

We will only do this for a valid reason including:

- non-payment of the **Premium**;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure by **You** to supply any information or documentation requested by **Us**; or
- 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.

Claims Procedure (applicable to Sections 1 - 7 except where indicated)

1. Claim Notification and Subsequent Action

Action by You (Sections 1 to 7)

If any event occurs which may give rise to a claim under this Policy, **You** shall:

a) give notice to:

   i. MX Motorsport via the insurance adviser as stated in the **Schedule**; and

   ii. in respect of any theft, attempted theft, riot, malicious damage, accidental loss or act of **Terrorism** (if and to the extent that **Terrorism** is insured by this Policy), the Police Authority also.

b) within:

   i. 7 days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons;

   ii. 30 days of the expiry of the **Indemnity Period** in respect of a claim under Section 2 of this Policy;

   iii. 30 days of the occurrence of any other event;

   supply, at **Your** own expense, full details of the claim in writing together with any supporting information, receipts and proofs which **We** may reasonably require.

Action by You (Section 6)

a) **You**, or **Your** legal personal representatives, shall give notice in writing to MX Motorsport as soon as reasonably possible, after any event that may give rise to liability with full particulars of such event.

b) Every claim, notice, letter, writ, or process, or other document served on **You** shall be forwarded to MX Motorsport soon as reasonably possible.

c) No admission, offer, promise, payment or indemnity shall be made or given, by **You** or on **Your** behalf without **Our** written consent.

2. Claims Co-operation

You will provide all help, assistance and co-operation required by **Us** in connection with any claim.

3. Claims Conduct and Control (applicable to Section 6 only)

We shall be entitled to take over and conduct, in **Your** name, the defence or the settlement of any claim and to prosecute, in **Your** name (whether before or after indemnifying **You**), any claim for indemnity, or damages, or otherwise against all other parties or persons. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim against **You** (including compliance with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved by the Lord Chief Justice) and **You** shall give all such information and assistance as the **We** may require.

Claims Procedure (applicable to Sections 1 - 7 except where indicated)

4. Discharge of Liability (applicable to Section 6 only)

We may at any time at **Our** sole discretion:

a) under Section 6 Part A, pay to **You** the **Limit of Indemnity** (less any sum or sums already paid in respect or in lieu of **Compensation** and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim, or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims;

b) under Section 6 Parts B and C, pay to **You** the **Limit of Indemnity** (less any sum or sums already paid in respect or in lieu of **Compensation**) or any lesser sum for which the claim, or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims, except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

   However, in the event of a claim, or series of claims, resulting in **Your** liability to pay a sum in excess of the **Limit of Indemnity**, **Our** liability, under Section 6 Part A and B, for costs and expenses under General Policy Extension 1 (Defence Costs and Expenses), shall not exceed an amount being in the same proportion as **Our** payment to **You** for **Compensation** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims.

5. Arbitration (applicable to Sections 1 to 7)

If any dispute between **You** and **Us** arises from this Policy, **You** can make a complaint to **Us** as described under Complaints Procedure. **We** will try and resolve the matter; however, **We** are unable to satisfy **Your** concerns and the matter can be dealt with by the Financial Ombudsman Service, **You** can ask them to arbitrate over the complaint. Their contact details are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: 0800 023 4567 (free from “fixed lines” in the UK) Tel: 0300 123 9123 (charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at: www.financial- ombudsman.org.uk.

This complaints procedure does not affect right to take legal action.

If a dispute relating to the amount to be paid under this Policy (liability being otherwise admitted) can’t be dealt with by the Financial Ombudsman Service, it can be referred to independent arbitration to a qualified person agreed by both parties.

If **We** and **You** fail to agree on a suitable person to arbitrate the matter **We** will ask the President of the relevant Law Society to nominate an appropriate arbitrator.

Claims Procedure (applicable to Sections 1 - 7 except where indicated)

The arbitration will be subject to the Arbitration Acts and the arbitrator's decision will be binding on both parties.

Whether **We** or **You** bear the costs of the arbitration or these are shared by **Us** and **You** will be determined at the discretion of the arbitrator.

6. Contribution

Applicable to Sections 1 to 6 inclusive

Should any loss, destruction, **Damage** or liability covered by this Policy (whether in whole or part) also be covered by any other insurance (or would be but for the existence of this Policy), **We** shall not be liable for more than **Our** rateable proportion.

If the other insurance is subject to a condition of Average and this Policy is not, then this Policy shall become subject to the same condition of Average.

If the other insurance is subject to any provision excluding proportional payment (whether in whole or part) or from contributing rateably, **Our** liability shall be limited to that proportion of the loss, destruction, **Damage** or liability which the **Sum Insured** under this Policy bears to the value of the **Property**.

Applicable to Section 6 and 7

If, at the time of any event to which this Policy applies, there is, or but for the existence of this Policy there would be, any other insurance covering the same liability, **We** shall not be liable under this Policy, except in respect of any excess beyond the amount which would be payable under such other insurance, had this Policy not been effected.

7. Fraud

If **You** provide any information or make any claim that is in any respect fraudulent or if any fraudulent means are used by **You** or anyone acting on **Your** behalf or if any **Injury** or **Damage** is caused by **Your** wilful act or with **Your** connivance, **We**:

a) will not pay the claim, and

b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim, and

c) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act and

If **We** treat this policy as having been terminated, **You** will

i. have no cover under this policy from the date of termination; and
ii. not be entitled to any refund of premium

Claims Procedure (applicable to Sections 1 - 7 except where indicated)

8. Insurer's Rights following a Claim

On the happening of any event in respect of which a claim is, or may be made under this Policy, **We** (and every person authorised by **Us**) shall have the right, without incurring any liability or diminishing **Our** right to rely on any condition of this insurance, to enter the **Premises** where the event has occurred. **We** shall also have the right to take and keep possession of any of the **Property Insured** or **Business Equipment** (or require it to be delivered to them), and to deal with any salvage in a reasonable manner. No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

No property shall be abandoned to **Us**, whether taken possession of by **Us** or not.

This Condition shall be evidence of permission from **You** to **Us** to exercise these rights. **You** or anyone acting on **Your** behalf shall comply with all **Our** requirements and shall not hinder or obstruct **Us** in exercising these rights.

Applicable to Sections 1 to 7 inclusive

We may at any time pay the amount of the **Limit of Indemnity** set forth in the **Schedule** to which the claim applies and be under no further liability in respect of that claim.

9. Reinstatement of Damage

If **We** elect, or become bound to reinstate or replace any **Property**, **You** shall at **Your** own expense provide all such plans, documents, books and information as **We** may reasonably require. **We** shall not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and shall not in any case be bound to expend in respect of any one of the Items insured more than its **Sum Insured**.

10. Subrogation (not applicable to Section 6, but see Claims Condition 3)

Any claimant under this Policy shall, at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in **Your** name, whether such steps are or become necessary before or after any payment is made by **Us**.

We agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

a) any company standing in the relation of parent to **Subsidiary** (or **Subsidiary** to parent) to **You**;

b) any company which is a **Subsidiary** of a parent company of which **You** are a **Subsidiary**

within the meaning of the Companies Act(s).

Claims Procedure (applicable to Sections 1 - 7 except where indicated)

11. Multiple Insureds (applicable to Sections 1, 2, 3, 4 and 5)

The most **We** will pay is the appropriate **Sum Insured** shown in the **Schedule**.

If more than one insured party is named in the **Schedule**, the total amount **We** will pay will not exceed the amount **We** would be liable to pay to any one of **You**.

You agree that if there is more than one insured party named in the **Schedule**, the first of them is authorised to receive all notices and agree any changes to the Policy.

Complaints Procedure

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest quality of service.

If **You** have any questions or concerns about **Your** Policy or the handling of a claim, **You** should in the first instance contact **Your** broker.

Alternatively, **You** may contact either:

a) MX Motorsport Ltd at 7th Floor, The St Botolph Building, 138 Houndsditch, London, EC3A 7AW, Telephone 0207 977 4800, or
b) **Us** – **Our** contact details will be provided on request from MX Motorsport Ltd,

General Definitions

When the following words or terms appear in **bold** in this wording, they will have the meanings set out below.

Ancillary Equipment
means equipment solely used for the suitable operation of **Computer Equipment**, including air conditioning equipment, generating equipment, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat and smoke detection equipment and computer room partitioning.

Annual Rent Receivable
means ***Rent Receivable*** during the 12 months immediately before the date of the **Incident**.

(**Annual Rent Receivable** and **Standard Rent Receivable** are subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the date of the **Incident**, or which would have affected the **Business** had the **Incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the date of the **Incident**.)

Annual Revenue
means the ***Revenue*** during the twelve months immediately before the date of the **Incident**.

Annual Turnover
means the ***Turnover*** during the twelve months immediately before the date of the **Incident**.

Assault
means actual or attempted physical assault, robbery or hold-up.

Auditor's Fees
means necessary and reasonable fees payable by **You** to **Your** auditors, or professional accountants, for producing such particulars or details contained in **Your** books of account or other business documents, or such other proofs, information or evidence as may be required by **Us** to substantiate the amount of a claim.

Bodily Injury means:

a) death, illness or disease; or
b) physical or mental injury, mental anguish or shock;

but not defamation in either libelous or slanderous form, deceit, injurious falsehood, discrimination, harassment or advertising injury.

General Definitions

Building(s) means:

a) the building(s) situated at the **Premises** being constructed of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos unless otherwise agreed by **Us**; and

b) landlord's fixtures and fittings in or on the said building(s);

which are **Your** property of or leased to **You**.

Unless more specifically insured, ***Building(s)*** also includes:

i) annexes and **Outbuildings**;

ii) tenants' improvements;

iii conveyors, lines, wires, service pipes and similar *Property* on the **Premises** and extending to the public mains;

iv) walls, gates and fences;

v) car parks, yards, roadways and similar surfaces at the **Premises**;

vi) 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 building, and fixed poles or fixed pylons

which are **Your** property or for which **You** are legally responsible.

Building(s) in the course of construction are excluded.

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

1. the provision and management of catering, social, sports, educational, medical, dental and welfare organisations for the benefit of **Your Employees** and fire, security, first aid and ambulance services;
2. repair or maintenance of vehicles or plant, owned or used by **You** or vehicles or plant in **Your** custody and control as part of the **Business** as described in the **Schedule**;
3. the ownership, repair, maintenance and decoration of **Your Premises**;
4. participation in exhibitions in connection with the **Business** specified in the **Schedule**;
5. private work carried out by any of **Your Employees** (with **Your** consent) for any of **Your** directors, partners or senior officials.

Business Equipment
means the business equipment or other property stated in the **Schedule**.

General Definitions

Business Interruption
means financial loss (as specified for each insured Item of Section 2) resulting from interruption of, or interference with, the **Business** carried on by **You** at the **Premises** *and* following **Damage** to property used by **You** for the purpose of the **Business**

Business Hours
means any period during which the **Premises** are open for **Business** and attended by **You** or any authorised **Insured Person**.

Claim
means a written demand, notice, or other written communication received by **You** asserting **Your** liability or responsibility for damages or other relief.

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

a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation of these, whether deemed living or not; and
b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms,
c) and the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Compensation
means all sums which **You** shall be legally liable to pay as compensation and claimants costs and expenses, other than fines or penalties, punitive, exemplary or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages.

Computer Breakdown
means the actual breaking, failure, distortion or burning out of any part of the **Computer Equipment**, whilst in ordinary use and arising from:

1. electrical or mechanical defects in the **Computer Equipment** causing its sudden stoppage and inability to assess, operate or use, and necessitating repair or replacement before it can resume normal work; or
2. an artificially generated electrical current, including electric arcing.

Computer Equipment
means **Hardware**, **Peripheral Equipment** and **Ancillary Equipment** *(*including any equipment which, having more than one function, can be used as ***Computer Equipment***) being **Your** property*,* or held by **You** in trust for which **You** are legally responsible.

General Definitions

Computer Record
means a unit of **Electronic Data** representing a particular transaction, or inter-related data, which describes an event, person or other entity.

Computer System means any **Computer Equipment** and any other computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility and ancillary equipment whether or not owned or operated by **You** or any other party at the **Premises** or elsewhere.

Contents
means machinery, plant, equipment, **Computer Equipment***,* furniture, fixtures, fittings, alterations and decorations and all other contents, being **Your** property or held by **You** in trust for which **You** *are* legally responsible, whilst contained within the **Premises** to which this insurance applies, but excluding:

1. **Building(s)**;
2. **Stock in Trade**;
3. **Money** and any kind of securities for **Money**;
4. documents, manuscripts and business books, except for an amount not exceeding GBP10,000 in respect of the value of the materials as stationery together with the cost of the clerical labour expended in reproducing such documents, manuscripts and business books;
5. **Computer Records**, except for an amount not exceeding GBP25,000 in respect of the value of the **Data Media** including the cost of the clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein);
6. patterns, models, moulds, plans and designs, except for an amount not exceeding GBP25,000 in respect of the value of the materials together with the cost of labour expended in **Reinstatement**;
7. the personal effects (including tools, clothing and pedal cycles) of employees, directors, partners and visitors, except for an amount not exceeding GBP1,000 in respect of any one person;
8. **Glass**;
9. motor vehicles licensed for road use and their accessories;
10. wines, spirits, cigarettes and tobacco goods, except for an amount not exceeding GBP1,000 in respect of any one **Premises**;
11. closed circuit television and security alarm equipment, except for an amount not exceeding GBP10,000 in respect of any one **Premises**.

General Definitions

Contractual Liability
means liability which attaches by virtue of a contract or agreement, but only to the extent to which it would not have attached in the absence of such contract or agreement.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of such acts, involving access to, processing of, use of or operation of any **Computer System**.

Cyber Event means any programming or operator error whether by **You** or any other person or persons, or any unintentional or unplanned whole or partial outage of **Your Computer System** not directly caused by physical loss or **Damage**; affecting access to, processing of, use of or operation of any **Computer System**.

Where a **Cyber Event** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**, the **Cyber Event** will be considered to be a **Cyber Act**.

Cyber Loss means any loss, **Damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or

b) any **Cyber Act**.

Damage
means physical loss, damage or destruction.

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

Data Media
means data carrying materials of all types (other than paper records), both current and back-up, incorporating any stored Program(s) or **Electronic Data** that is **Your** property or is leased, hired, rented or licensed to **You**.

Data Processing Media
means any **Property Insured** on which **Data** can be stored but not the **Data** itself.

General Definitions

Debris Removal
means costs and expenses necessarily and reasonably incurred by **You** with **Our** prior consent to:

1. remove and dispose of debris from; or
2. dismantle or demolish; or
3. shore-up or prop-up the portion or portions of the **Property Insured** following **Damage**.

We will not pay for any costs or expenses:

a) incurred in removing debris except from the site of the **Property Insured** and the area immediately adjacent to such site; or

b) arising from **Pollution or Contamination** of property not insured by this Policy.

Defined Peril
means fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, or impact by any mechanically propelled vehicle, rail rolling stock or animal.

Electronic Data
means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic or electromechanical data processing or electronically controlled equipment and includes programs, **Software**, firmware, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Employee(s) means:

1. any person under a contract of service or apprenticeship with **You**;
2. any labour master or labour only sub-contractor, or person supplied or employed by them;
3. any self-employed person working for **You** and under **Your** control;
4. any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by **You**;
5. a prospective employee, who is undergoing practical work experience, whilst being assessed by **You** as to his or her suitability for employment;
6. any person engaged under a work experience, government training or similar scheme;
7. any person who is an outworker or home worker, employed under a contract to personally carry out work in connection with the **Business**, while they are engaged in that work;
8. any person who is a voluntary helper while working under **Your** supervision and control and in connection with the **Business**.

General Definitions

Estimated Gross Profit
means the amount declared by **You** to **Us** as representing not less than the **Gross Profit** which it is anticipated will be earned, by the **Business**, during the financial year most nearly concurrent with the **Period of Insurance** (or proportionate to a multiple thereof where the maximum **Indemnity Period** varies from twelve months).

Estimated Revenue
means the amount declared by **You** to **Us** as representing not less than the **Revenue** which it is anticipated will be earned, by the **Business**, during the financial year most nearly concurrent with the **Period of Insurance** (or proportionate to a multiple thereof where the maximum **Indemnity Period** varies from twelve months).

Excess means:

1. for the purposes of Sections 1 to 5, the total amount to be borne and payable by **You**, after the application of Average, from each and every claim for **Damage** before **We** shall be liable to make any payment (in respect of Section 1 the **Excess** shall also apply in respect of each separate Location);
2. for the purposes of Sections 6 and 7, the total amount payable by **You**, or any other person entitled to indemnity under this policy, in respect of any **Damage** to Property arising out of any one **Occurrence** before **We** shall be liable to make any payment.

No '**Excess**' shall be payable in respect of any Extension provided under this policy where that Extension contains a sub-limit within the **Limit of Indemnity**, unless specified within that Extension.

If any payment made by **Us** shall include the amount for which **You** or any other person entitled to indemnity are responsible, such amount shall be repaid to **Us** forthwith.

Glass means:

1. fixed glass and mirrors in or at the **Premises**;
2. window alarm foil, ornamental glass, lettering and silvering;
3. fixed external signs including neon signs;

being **Your** property or that for which **You** are responsible.

Gross Profit
means the amount by which:

1. the sum of the amount of the **Turnover**, (less discounts allowed), and the amount of the closing stock, finished goods, raw materials and work in progress shall exceed
2. the sum of the amount of the opening stock, finished goods, raw materials and work in progress and the amount of **Uninsured Working Expenses**.

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

General Definitions

Hardware
means the physical equipment or units that make up the **Computer Equipment**.

Incident
means accidental **Damage** to **Building(s)** or Property situated at the **Premises** and used by **You** for the purpose of the **Business**.

Indemnity Period
means the period beginning with the occurrence of the **Incident** and ending not later than the expiry of the period of months specified in the **Schedule**, during which the results of the **Business** is affected in consequence of the **Incident**.

Insured Goods
means goods which, for the purposes of the **Business**, are **Your** property, or held by **You** in trust for which **You** are legally responsible.

Insured Person
means any of **Your** partners, directors or **Employees** whose usual place of employment is at the **Premises**.

Intruder Alarm System
means an electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into **Protected Premises**.

Keyholder(s)
means **You**, or any person or keyholding company authorised by **You** (who must be available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System**) to attend and allow access to the **Premises**.

Licence
means the licence issued to **You** under the provisions of the Licensing Act 2003 (and any subsequent legislation governing such licence which is enacted prior to commencement of the **Period of Insurance**, or any other similar legislation in Scotland or Northern Ireland) for the purpose of carrying on the **Business** at the **Premises**.

Limit of Indemnity
means the limit as specified in the **Schedule** and is the maximum amount payable by **Us** for any claim. Any limit specified as part of any Extension shall be part of and not in addition to the **Limit of Indemnity** unless otherwise stated.

With regard to Sections 6 Parts A & B, the **Limit of Indemnity** shall apply to the total sum of all claims arising out of any **Occurrence**, irrespective of the number of claims or claimants.

General Definitions

With regard to Section 6 Part C, the **Limit of Indemnity** shall apply as an aggregate limit in respect of the total sum of all claims, regardless of the number of events occurring during the **Period of Insurance**.

Loss of Limb
means physical separation, at or above the wrist or ankle, or the total permanent loss of use of a hand, arm, foot or leg.

Loss of Sight
means permanent and total loss of sight in one or both eyes.

Money
means money that is **Your** property, or for which **You** are legally responsible, consisting of:

1. negotiable instruments, which must be current, coinage, bank and currency notes, uncrossed cheques, Giro cheques, uncrossed postal and money orders, unexpired units in franking machines, unused postage stamps, revenue stamps, National Savings and National Insurance stamps, business travel tickets, luncheon and customer redemption vouchers, trading stamps, holiday-with-pay stamps, bills of exchange, promissory notes, travellers' cheques, dividend warrants, gift tokens, sales vouchers, land registry stamps or telephone cards;
2. non-negotiable instruments, which must be any crossed instrument being a cheque, money or postal order, traveller's cheque, Giro draft, banker's draft, National Savings Certificates, premium bonds, credit cards and reservation vouchers, VAT purchase invoices, used National Insurance stamps, stamped National Insurance cards, credit and charge card counterfoils or stamped pension cards.

Motor Vehicles
means any mechanically propelled vehicle in **Your** care custody and control, whether owned, leased, hired, leant, or otherwise **Your** responsibility.

Occurrence
means any one event, or all events of a series consequent upon, or attributable to one source or original cause.

Offshore
means from the time of embarkation by an **Employee**, onto a conveyance at the point of final departure to an offshore rig or offshore platform, until disembarkation by that **Employee**, from a conveyance onto land, upon return from an offshore rig or offshore platform.

General Definitions

Outbuildings
means any building that is subsidiary to the **Building(s)**, which does not incorporate permanent foundations below ground level and which is not capable of being properly secured, including but not limited to any stable, garage, shed, hut, lean-to greenhouse, hay loft or barn.

Outstanding Debit Balances
means the total outstanding debit balances last recorded by **You** before the date of the **Incident**, adjusted for:

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Incident**) to customers' accounts in the period between the date to which the last record relates and the date of the **Incident**;
3. any abnormal condition of trade which had or could have had a material effect on the **Business**;

so that the figures thus adjusted shall represent, as nearly as reasonably practicable, those which would have been obtained at the date of the **Incident** had the **Incident** not occurred.

Overnight
means between 21:00 hours and 07:00 hours.

Period of Insurance
means the period specified in the **Schedule**, or such other period(s) as may be agreed by **Us**.

Peripheral Equipment
means **Hardware** not contained within the main processing computer, including terminals, modems, local area network cabling and infrastructure, separate storage devices, and other devices, that can be operated under computer control.

Permanent Total Disablement
means permanent disablement entirely preventing the **Insured Person** from engaging in, or attending to any occupation for which the **Insured Person** is reasonably fitted by reason of education, training or experience.

Pollutants
means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, dust, fibres, fungi, mould, acids, alkalis, chemicals or waste. 'Waste' is deemed to include materials to be recycled, reconditioned or reclaimed.

For the avoidance of doubt, bacteria, viruses or other pathogens do NOT fall within the definition of Pollutants.

General Definitions

Pollution or Contamination
means:

1. the discharge, dispersal, release or escape of **Pollutants**, or other irritants or contaminants, into or upon buildings, structures, land, water or the atmosphere; and
2. all loss, **Damage** to Property, or **Bodily Injury**, directly or indirectly caused by or arising from such pollution or contamination as described in 1. above.

Premium
means the amount payable by **You** specified as such in the **Schedule**.

Premises
means the premises stated in the **Schedule**, or in any Endorsement(s), and used by **You** for the purposes of the **Business**.

Principal
means any person, employer, firm, company, ministry or authority, for whom **You** are carrying out a contract or agreement for the performance of work.

Product
means **Your** tangible products (including all associated packaging material, containers, labelling, instructions, or advice provided in connection therewith) sold, supplied, distributed, free issued, loaned, leased or licensed to others, designed, specified, formulated, manufactured, processed, serviced, treated, constructed, installed, erected, inspected, adjusted, altered, cleaned, handled, repaired by **You** or on **Your** behalf in the ordinary course of **Business**, which have left **Your** care, custody or control.

Professional Fees
means architects, surveyors, consulting engineers, legal and other professional fees necessarily and reasonably incurred in the **Reinstatement** of the **Property Insured**, but not for preparing a claim under this insurance.

Property
shall mean material or tangible property, and does not include **Electronic Data**.

Property at Exhibition
means exhibits, including the stand and its furnishings and equipment, which are **Your** property or held by **You** in trust for which **You** are legally responsible, whilst such property is at any exhibition, or in **Transit** to or from any exhibition, including loading, temporary housing en-route and unloading.

General Definitions

Property Insured

1. **Building(s)**
2. **Contents** (including **Computer Equipment**)

including provision for **Professional Fees** and **Debris Removal** unless otherwise stated in the **Schedule**;

3. **Stock in Trade**
4. **Rent**

Protected Premises
means the **Premises**, or those portions of the **Premises**, protected by the **Intruder Alarm System**.

Race Vehicles
means **Motor Vehicles** used for the purposes of motorsports including but not limited to, racing qualification, time trials point to point racing, drag racing, hill climbs track days and associated practices, where such vehicles are not intended for road use

Rate of Gross Profit
means the rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Incident**.

Reinstatement means

a) the rebuilding or replacement of property lost or destroyed; or

b) the repair or restoration of **Property Damage**,

in either case to a condition equal to but not better or more extensive than its condition when new.

Rent
means rent which continues to be legally payable by **You** whilst the **Premises** are rendered unusable as a result of **Damage** but only in respect of the period reasonably necessary for their **Reinstatement** and not exceeding the maximum period stated in the **Schedule**.

Rent Receivable
means the money paid or payable to **You** for accommodation provided in the course of the **Business** at the **Premises**.

Responsible Person
means **You** or any other person authorised by **You** to be responsible for the security of the **Premises**.

Retroactive Date
means the date(s) stated in the **Schedule** prior to which any claim will not be indemnified.

General Definitions

Revenue
means the money paid or payable to **You** for the **Business** activities as stated in the **Schedule** or as amended by Endorsement.

Sanitary Fittings
means fixed items of sanitary ware, being **Your** property, or for which **You** are responsible, situated within the **Premises**.

Schedule
means the **Schedule** of Insurance attaching to and forming part of this Policy.

Software
means any program(s) characterised as systems or application software and to invoke processing or facilitate the writing of any program(s) and includes associated data that may be dynamically written or modified during execution.

Standard Rent Receivable
means the **Rent Receivable** during that period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

(**Annual Rent Receivable** and **Standard Rent Receivable** are subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the date of the **Incident**, or which would have affected the **Business** had the **Incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the date of the **Incident**.)

Standard Revenue
means the **Revenue** during that period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

Standard Turnover
means the **Turnover** during that period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

Stock in Trade
means stock and materials in trade, including finished stock and work in progress, being **Your** property and goods in trust for which **You** are legally responsible.

Subsidiary
means any entity of which **You** either own more than 50% of the voting rights, or own more than 50% of total issued share capital.

General Definitions

Sum Insured
means the sum insured as stated in the **Schedule** applicable to the particular Item or Section.

Temporary Total Disablement
means temporary disablement entirely preventing the **Insured Person** from engaging in, or attending to, their usual occupation.

Territorial Limits
means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (unless expressly stated to the contrary in Sections 1 to 7 of this Policy, the **Schedule** or any Endorsement which may be attached to this Policy).

Terrorism means the actual or threatened:

a) use of force or violence against persons or **Property**; or

b) commission of an act dangerous to human life or **Property**; or

c) commission of an act that interferes with or disrupts an electronic or communication system;

undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government power, authority or military force, when any of the following applies:

i. the reasonably apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy; or

ii. the reasonably apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or

iii. the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

Terrorism also includes terrorism as defined in the Terrorism Act 2000.

Transit
means in the course of being:

1. conveyed by, or temporarily housed in or upon, a land vehicle or trailer, owned or operated by **You**;
2. conveyed by, or in the charge of a carrier (not being **You**), for the purpose of transportation through any means by that carrier;
3. conveyed by any other means of transit agreed by Endorsement to this Policy;
4. loaded onto or unloaded from the means of conveyance described in any of the above;

anywhere within the **Territorial Limits**.

General Definitions

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

Unattended
means not under the direct supervision of an authorised person who is either inside, or within two metres of the vehicle.

Uninsured Working Expenses
means the cost of purchases (less discounts received), carriage, freight, packing, discounts allowed or bad debts or as otherwise stated in the **Schedule**.

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

Unlawful Association
means any organisation which is engaged in **Terrorism** and includes an organisation which at any time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or any amendment thereto.

Unoccupied
means closed for **Business**, or not occupied for its usual **Business** purposes, for any period of more than thirty consecutive days.

Virus or Similar Mechanism means any program code, programming instruction, or any set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data, files, or operations, whether involving self-replication or not. This includes, but is not limited to, Trojan horses, worms, and logic bombs.

We / Us / Our means the insurance company or Lloyd's syndicate(s) stated in the **Schedule**.

You / Your
means the person, persons or corporate body named as the Insured in the **Schedule**.

Section 1 – Property Damage All Risks

The Cover

We will cover **You** against accidental **Damage** to the **Property Insured** occurring during the **Period of Insurance**.

Limit of Liability

Our liability during the **Period of Insurance** shall not exceed the **Sum Insured** in respect of each individual Item of the **Property Insured**, subject to any other limit stated herein or in the **Schedule**.

The limiting of the **Sum Insured** to the **Period of Insurance** does not apply in respect of Extension 2 – Automatic Reinstatement of Sums Insured.

Excess

We shall not cover **You** for the amount of the **Excess** specified in the **Schedule**, which shall remain payable by **You**.

Exclusions

Excluded Cause

We shall not cover **You** against:

1. **Damage** caused directly by or consisting of:
   a) inherent vice, latent defect, gradual deterioration, wear and tear, or the **Property Insured's** own faulty or defective design or materials;
   b) faulty or defective workmanship, or operational error or omission, on **Your** part or that of any of **Your Employees**;
   c) the operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturers' instructions or specification;
   d) explosion occasioned by the bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You**, or under **Your** control;

   but this shall not exclude subsequent **Damage** which itself results from a cause not being an Excluded Cause or otherwise excluded.
2. **Damage** caused directly by or consisting of:

a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light or atmosphere, frost, marring, scratching, dust, chemical action or reaction, pests, vermin or insects;
b) change in temperature, colour, flavour, texture or finish;

Section 1 – Property Damage All Risks

c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping;

but this shall not exclude:

i. such **Damage** which itself results from a **Defined Peril**, or from any other cause not being an Excluded Cause or otherwise excluded;

ii. subsequent **Damage** which itself results from a cause not being an Excluded Cause or otherwise excluded.

3. **Damage** caused directly by or consisting of mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates but this shall not exclude:
   a) **Damage** to surrounding property, not forming part of the same machine, apparatus or equipment;
   b) such **Damage** which itself results from a **Defined Peril** or from any other cause not being an Excluded Cause or otherwise excluded;
   c) subsequent **Damage** which itself results from a cause not being an Excluded Cause or otherwise excluded.

4. **Damage** caused directly by or consisting of theft or attempted theft unless:
   a) involving forcible and violent entry to or exit from **Building(s)** at the **Premises**;
   b) involving **Assault** or violence, or threat of **Assault** or violence, to **You**, or any of **Your** partners, directors or **Employees**, or to members of their families, or any other person lawfully on the **Premises**.

5. **Damage** caused directly by theft, or attempted theft, from yards, gardens, open spaces or **Outbuildings**, unless the contents thereof are specifically insured by this Section.

6. **Damage** caused directly by or consisting of:
   a) subsidence, ground heave or landslip, unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
   b) normal settlement or bedding down of new structures.

7. **Damage** caused directly by or consisting of:
   a) an act of fraud, criminality or dishonesty by **You**, or any of **Your** partners, directors or **Employees**, or by members of their families or any other person to whom the **Property Insured** has been entrusted;
   b) unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;

Section 1 – Property Damage All Risks

c) erasure, loss, distortion or corruption of information on computer systems or other records, programs or **Software**:

i. whilst installed in or on or used in or by any machine or data processing apparatus; or

ii. due to the presence of a magnetic flux or electromagnetic pulse, unless caused by **Damage** not being the result of an Excluded Cause in respect of the machine or apparatus in which the records are mounted or used.

8. **Damage** in respect of buildings or structures caused directly by their own collapse or cracking, unless resulting from a **Defined Peril** not otherwise excluded.

9. **Damage** caused directly by wind, rain, hail, sleet, snow, flood or dust to:

a) moveable **Property** in the open (except static motor vehicles), or in open sided buildings, or contained in **Outbuildings**; or

b) fences and gates.

c) canopies and temporary structures

10. **Damage** to the **Property Insured** caused directly by fire resulting from its undergoing any process involving the application of heat.

11. **Damage** (other than by fire) to the **Property Insured** resulting from it undergoing any process of:

a) production;

b) packing, treatment, testing, cleaning, commissioning, servicing, repair or any other process;

but this shall not exclude **Damage** to surrounding property not forming part of:

i. the machinery performing such process;

ii. the same process of production; or

iii. the same process of packing, treatment, testing, cleaning, commissioning, servicing, repair or other process.

12. **Damage** caused directly by or consisting of the solidification of molten material, unless resulting from a **Defined Peril** not otherwise excluded.

13. **Damage** in respect of any **Unoccupied Building**:

a) caused directly by the escape of water from any tank, apparatus or pipe; or

b) caused directly (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation.

14. **Damage** caused by confiscation or detention by customs or government officials

Section 1 – Property Damage All Risks

15. **Damage** caused directly by, or consisting of or occasioned by the voluntary parting with title or possession of any property or rights to property.
16. **Damage** caused directly by or resulting from cessation of work.
17. delay, loss of market, loss of use, or consequential loss of any kind, except loss of **Rent** when such loss is included in the cover by this Section.
18. **Damage** attributable solely to change in the water table level.
19. **Damage** caused directly by fire unless:
    a) **You** have installed fire extinguishing appliances and have maintained such appliances in full and effective working order and under a contract for maintenance throughout the **Period of Insurance**. However, cover under this Section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to **You** or beyond **Your** control;
    b) **You** have ensured that when welding or flame-cutting equipment, blow lamps, blow torches or hot air guns (the Equipment) are used by **You** or any **Employee** or contractor at the **Premises**:
        A. Before use of the Equipment:
            i. an **Employee** has been appointed on site to be responsible for fire safety and for ensuring that fire precautions are taken and said **Employee** has arranged for the required fire extinguishing appliances to be available at the site;
            ii. each **Employee** or contractor has been made aware of the location of fire-fighting equipment and alarms;
            iii. a full written assessment of combustible areas and any pipework likely to increase the risk of fire or explosion has been made and any such area has been cleared of combustible materials, or covered by overlapping sheets of incombustible material, and purged of gases or liquids, to ensure safe use of the Equipment;
            iv. a full assessment and inspection of the Equipment has been made to identify leaks or defects and any such defects have been rectified before any works commence;
            v. there was available, for immediate use, at the point of application of heat, suitable fire-fighting apparatus (as a minimum, a nine litre capacity fire extinguisher or, where the use of water would be inappropriate, a two kilogram multi- purpose dry powder extinguisher);
        B, During use of the Equipment:
            i. the lighting or operation of the heat equipment was in accordance with manufacturer's instructions;

Section 1 – Property Damage All Risks

ii. it was lit as short a time as possible before use and extinguished immediately after use and not left unattended whilst alight;

iii. a **Responsible Person** acted as fire watcher alongside each person using the Equipment;

iv. it was operated only by **Employees** or contractors trained or experienced in its use;

v. an adequate check was undertaken for cooling down of Equipment and safe storage away from the area of work;

C Upon completion of each period of work, a thorough fire safety check was made for at least thirty minutes in the vicinity of the work (including the other side of walls or partitions).

Excluded Property

We shall not cover **You** in respect of **Damage** to:

1. a) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books;

   b) **Glass** or **Sanitary Fittings**;

   c) other glass or glassware, china, earthenware, marble, statuary, or other fragile or brittle objects;

   unless resulting from a **Defined Peril** not otherwise excluded.

2. **Property** in **Transit**, except as provided for in Extensions 16 (Property at Exhibitions), 19 (Temporary Removal), 20 (Temporary Removal Computer Records) and 21 (Temporary Removal Documents).

3. a) vehicles licensed or which should be licensed for road use (including accessories attached to such vehicles), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft other than in connection with **Your Business**;

   b) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;

   c) working dynamos, motors, wires, or main or electrical apparatus through short circuiting, overrunning or excessive pressure;

   d) land, roads, pavements, piers, jetties, bridges, culverts or excavations;

   e) livestock, growing crops or trees.

Section 1 – Property Damage All Risks

Section 1 Clauses

1. Designation

For the purpose of determining, where necessary, the heading under which any **Property** is insured, **We** agrees to accept the designation under which such **Property** has been entered into **Your** books of accounts.

2. Electrical Apparatus

If any electrical apparatus or fittings are damaged by fire due to self-ignition, over-running, excessive pressure, short circuiting, self-heating or leakage of electricity, **We** shall not cover **You** for **Damage** to the equipment which contained the particular piece of apparatus or fitting which has caused the fire, but shall provide indemnity for **Damage** to any other apparatus or fittings in consequence of such fire, if such other apparatus or fittings are otherwise insured under this Section.

3. Motor Vehicle Keys Condition

With respect to any M**otor Vehicle** specified in the **Schedule**, loss as a result of theft or attempted theft whilst on or about the **Premises** is covered, provided that when the **Premises** are unattended, it is a condition of cover that all such **Motor Vehicles** that are in the open are securely locked at all points of access and all **Motor Vehicle** keys or key cards are removed from the **Premises** or if kept on the **Premises** placed in a locked safe or cabinet and its key(s) removed from the **premises** or to a part of the **Premises** in which the person responsible for their safe custody actually lives.

4. Non-invalidation

The insurance under this Section shall not be invalidated by any act or omission, or by any alteration or defect, where the risk of **Damage** is increased unknown to or beyond **Your** control. **You** shall give notice to **Us** as soon as reasonably practicable after such act or omission or alteration comes to **Your** notice and shall pay any additional premium required by **Us**.

5. Replacement or Reinstatement

In the event of any claim being made under this insurance for **Damage** occurring to the **Property Insured** under Item 1) (**Building(s)**) or Item 2) (**Contents**), the amount payable by **Us** in respect of such **Damage** shall be the cost of **Reinstatement**.

Special Provisions to Clause 5

a) The work of **Reinstatement** (which may be carried out upon another site and in any manner suitable **to Your** requirements, subject to **Our** liability not being increased) must be commenced and carried out with reasonable despatch.

b) When any **Property Insured** under Item 1) (**Building(s)**) or Item 2) (**Contents**) is damaged or destroyed in part only, **Our** liability shall not exceed the sum that **We** would have been required to pay for **Reinstatement** if such property had been wholly destroyed.

c) No payment shall be made by **Us** beyond the amount which would have been payable under this Policy if this Clause had not been included:

   i. until the cost of **Reinstatement** shall have been actually incurred by **You**;
   ii. if the **Property Insured** under Item 1) (**Building(s)**) or Item 2) (**Contents**) shall, at the time of **Damage**, be covered by any other insurance effected by **You**, or on **Your** behalf which is not substantively upon the same basis of **Reinstatement**.

d) General Policy Condition 1 Average (Underinsurance) shall not apply to **Reinstatement** under this Clause, but if at the time of **Reinstatement** the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property Insured** under Item 1) (**Building(s)**) or Item 2) (**Contents**), exceeds the **Sum Insured** for that Item at the commencement of the **Damage**, the amount payable by **Us** shall not exceed that proportion of the cost of **Reinstatement** which the **Sum Insured** for that Item bears to the sum representing the total cost of reinstating the **Property Insured** under that Item.

e) The terms, limits, conditions and exceptions of this Policy shall apply in full to:

   i. any claim payable in respect of **Reinstatement**, except where expressly varied by this Clause;
   ii. any claim which is to be payable as if this Clause had not been incorporated into the Policy.

6. Seventy-Two Hours Clause

All **Damage** caused by storm, tempest, flood, subsidence or landslip occurring in any one period of seventy-two consecutive hours, within any one **Period of Insurance**, shall constitute one claim for the purposes of this Section. **You** shall select the time from which any seventy-two hour period shall commence, provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**. If there is more than one such period selected during the **Period of Insurance**, they must not overlap and the **Excess** shall apply separately to each selected period.

Section 1 Extensions

Unless otherwise stated in the **Schedule** (or by Endorsement to the Policy), the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and all other Sections of the Policy, except where specifically varied by the terms of the Section Extension.

1. Loss Prevention Costs

We will pay for necessary and reasonable costs that **You** incur to protect the **Premises** from imminent insured **Damage** happening during the **Period of Insurance**.

2. Automatic Reinstatement of Sums Insured

In consideration of the **Sums Insured** not being reduced by the amount of any **Damage**, **You** undertake to pay the appropriate additional premium on the amount of the **Damage** from the date thereof to the expiry of the **Period of Insurance**, and to carry out any measures that **We** may require to prevent further **Damage** or enhance the security of the **Premises**. **Our** liability in respect of any one **Occurrence** shall not exceed, in respect of each Item of the **Property Insured**, the **Sum Insured** for that Item.

3. Breakage of Glass and Sanitary Fittings

The cover provided by this Section shall, regardless of Section Exception 1) b) under Excepted Property, include the costs of repair or replacement in the event of breakage of **Glass** or **Sanitary Fittings**.

Our liability under this Extension shall not exceed the replacement value of the **Glass** or **Sanitary Fittings** at the time of the breakage.

The claim shall be settled for the value of the **Glass** or **Sanitary Fittings** or, at **Our** option, for the cost of repair, replacement or **Reinstatement**.

We will also pay:

a) for **Damage** to frames or framework which has to be removed to replace the **Glass**;

b) for the cost of necessary boarding-up and the provision of a temporary door, consequent upon the breakage of **Glass**;

c) for **Damage** to goods displayed for an amount not exceeding GBP 500 any one **Occurrence**, provided such **Damage** was not a direct result of theft or attempted theft.

We shall not cover **You** against:

a) breakage arising directly from alteration to, or repair or restoration of the **Premises**;

b) breakage of **Glass** or **Sanitary Fittings**:

   i. already damaged at inception of the **Period of Insurance**;
   ii. forming part of **Your Stock in Trade**;

c) scratching or chipping of **Glass** unless it extends through the complete fabric of the **Glass**;

d) breakage caused by wear and tear, any gradually operating cause or the costs of maintenance;

e) breakage in respect of any **Unoccupied Building(s)**;

f) breakage of bulbs or tubes unless consequent upon **Damage** to neon or illuminated signs;

g) breakage caused by mechanical or electrical breakdown or the application of electrical energy;

h) breakage arising from a **Defined Peril**;

i) the first GBP100 of each and every claim.

Section 1 – Property Damage All Risks

4. Canopies and Temporary Structures

The cover by this Section extends to include **Damage** in respect of Fire, Lightning, Explosion and Aircraft and aerial objects and items dropped therefrom only to any unspecified canopies and temporary structures used by **You** provided that:

a) such cover applies only insofar as the **Property Insured** is not otherwise insured

b) the values in respect of such unspecified canopies shall have been included in the values declared and noted by **Us** at the inception of the **Period of Insurance**

the maximum amount that will be paid by **Us** under this Extension shall not exceed GBP 5,000 in respect of any one **Occurrence**.

5. Capital Additions, Alterations and Improvements

The cover provided by this Section, in respect of Item 1 (**Building(s)**) and Item 2 (**Contents**) of the **Property Insured**, shall extend to apply to capital additions, alterations and improvements and newly acquired or newly erected **Building(s)** provided that:

a) **You** shall declare to **Us** the date and value of such capital additions, alterations, improvements and newly acquired and newly erected **Building(s)** at intervals of not more than one month and shall pay an appropriate additional premium calculated from the time such additional cover applies;

b) the maximum amount that will be paid by **Us** under this Extension shall not exceed 10% of the total **Sums Insured** under Items 1 (**Building(s)**) and 2 (**Contents**) for the **Premises** at which the **Damage** occurred, or GBP500,000 whichever is the lesser;

c) this Extension does not apply to appreciation in value.

6. Changing Locks

The cover provided by this Section shall extend to apply to costs incurred by **You** as a result of the necessary replacement of locks, if any of the keys to the **Premises** are accidently lost or stolen from the **Premises**, or from the homes of principals, partners, directors or authorised **Employees**, provided that:

a) if such keys relate to a safe or strongroom they shall not be left on the **Premises** outside **Your** normal **Business Hours**;

b) the maximum amount that will be paid by **Us** under this Extension shall not exceed GBP1,000 in respect of any one **Occurrence**.

The **Excess** stated in the **Schedule** does not apply in respect of this Extension insofar as the changing of locks is the only part of the claim.

Section 1 – Property Damage All Risks

7. Contract Price

Should a contract for the sale of goods be cancelled, within its terms, by reason of **Damage** occurring to undelivered goods covered by this Section, the cover provided by **Us** will be based upon the contract price for those goods suffering **Damage**. For the purpose of the application of Average the value of all goods sold, but not delivered, will be calculated upon the contract price for those goods, regardless of whether or not they have suffered **Damage**.

8. Customers Goods

Item 3) (**Stock in Trade in**) of the **Property Insured** shall include goods belonging to or the legal responsibility of customers, provided that:

a) the goods are in **Your** custody for the purpose of **You** undertaking work upon them, or for reasons of storage or despatch, or for other temporary purposes;

b) **You** have intimated, prior to any **Damage** occurring, that they will accept responsibility for **Damage** to such goods; and

c) **We** shall not cover **You** in respect of goods which are more specifically insured elsewhere.

9. Deterioration of Stock

The cover provided by this Section in respect of Item 3) (**Stock in Trade**) of the **Property Insured** shall extend to apply to **Damage** to **Stock in Trade** including foodstuffs contained in refrigeration cabinets or compartments (the Refrigeration Equipment) by deterioration or putrefaction caused by:

a) a change in temperature as a result of a breakdown, stoppage or failure of the Refrigeration Equipment attributable to any intrinsic cause;

b) action of refrigerant fumes escaping from the Refrigeration Equipment;

c) loss of refrigerant;

d) failure of the public supply of electricity or gas due to any cause, other than the deliberate act of the supply authority or the exercise of such authority of its power to withhold or restrict supply.

This Extension is subject to the following:

i. Unless specifically stated to the contrary by Endorsement to this Policy, if Refrigeration Equipment is more than ten years old, no cover shall be provided unless such Refrigeration Equipment is maintained under contract with an appropriately qualified refrigeration engineer;

ii. The maximum amount that will be paid by **Us** under this Extension shall not exceed GBP5,000 in the aggregate in respect of all such **Damage** to foodstuffs occurring during the **Period of Insurance**.

Section 1 – Property Damage All Risks

10. Dismantling and Re-erection Costs

The cover provided by this Section in respect of Item 2) (**Contents**) of the **Property Insured** shall include the costs of dismantling, re-erection, re-fitting and re-fixing of machinery and plant following **Damage**.

11. Drain Clearing

The cover provided by this Section shall extend to apply to reasonable expenses necessarily incurred by **You** in clearing, cleaning or repairing drains, gutters, sewers and the like for which **You** are legally responsible, in consequence of **Damage** to which the insurance by this Section applies. The maximum amount that will be paid by **Us** for such expenses shall not exceed GBP10,000 in the aggregate in connection with all **Damage** occurring during the **Period of Insurance**.

12. Extinguishment Expenses

The cover provided by this Section shall extend to apply to costs reasonably and necessarily incurred by **You** for:

a) fire brigade charges;

b) the refilling of fire extinguishing appliances;

c) the replacement of used sprinkler heads;

arising out of **Damage** insured by this Section, provided that the maximum amount that will be paid by **Us** under this Extension shall not exceed GBP10,000 in respect of any one **Occurrence**.

For this cover to operate the equipment described in b) and c) above must be maintained in accordance with the manufacturer's instructions.

Costs recoverable from the maintenance company or the fire service are excluded from this cover.

13. Landscaped Grounds

The cover provided by this Section shall extend to apply to costs necessarily and reasonably incurred by **You** in making good the landscaped grounds of the **Premises** damaged by the Fire Brigade, or any other Emergency Service, in consequence of **Damage** to the **Property Insured**. The maximum amount that will be paid by **Us** under this Extension shall not exceed GBP10,000 in respect of any one **Occurrence**.

The following are excluded from this cover:

a) the cost of movement of soil other than as necessary for surface preparation;

b) the failure of trees, shrubs or turf to become established following replanting;

c) the failure of seeds to germinate.

Section 1 – Property Damage All Risks

14. Loss of Metered Water Charges

The cover provided by this Section shall extend to apply to additional metered water charges incurred by **You** following **Damage** insured by this Section, provided that:

a) **We** shall not cover **You** for any such charges in respect of any **Unoccupied Building(s)**;

b) the amount payable is to be calculated based upon the amount of the water charges for the period during which **Damage** occurs, less the charge made to **You** for the corresponding period in the preceding year, adjusted for changes in the water supplier's charges and for variations affecting **Your** water consumption during the intervening period;

c) the maximum amount that will be paid by **Us** under this Extension shall not exceed GBP10,000 in the aggregate during the **Period of Insurance**.

15. Motor Vehicles

Notwithstanding Exception 3a of the exclusions attaching to and forming part of Section 1 - Property Damage, this Section extends to cover **Damage** to **Motor Vehicles** owned, hired, loaned or leased for the purposes of the **Business** and customers' vehicles in **Your** custody and control of whilst situate at the **Premises.**

Our liability under this Extension shall not exceed the applicable Sublimit as stated in the **Schedule**

16. Mortgagees Freeholders and Lessors

Mortgagees, freeholders and lessors shall not be prejudiced by any increase in the risk of **Damage** resulting from any act of negligence of any mortgagor, leaseholder, lessee or occupier of any **Building(s)** insured by this Section, provided that such increase in risk is without their prior knowledge or authority and that **We** are notified immediately they become aware of such increase in risk.

17. Other Interests

Should any of the **Property Insured** be subject to the terms of a hire purchase, or similar form of agreement, then the interest of such parties is noted in this insurance, and the nature and extent of such interest is to be declared to **Us** in the event of **Damage**.

18. Property at Exhibitions

The cover provided by this Section, in respect of Item 2) (**Contents**) and Item 3) (**Stock in Trade**) of the **Property Insured**, shall extend to apply to **Damage** occurring during the **Period of Insurance** to **Property at Exhibition** within the **Territorial Limits** for a maximum period of 14 consecutive days, provided that the maximum amount that will be paid by **Us** under this Extension shall not exceed GBP10,000 any one **Occurrence** or the value stated in the **Schedule**, whichever is the greater.

19. Public Authorities

The cover provided by this Section, in respect of **Damage** to Item 1) (**Building(s)**) or Item 2) (**Contents**) of the **Property Insured**, shall include the additional cost of **Reinstatement** of such property (together with undamaged portions) incurred by **You** solely by reason of the necessity to comply with the Stipulations of building or other regulations under, or framed in pursuance of, any Act of Parliament or the bye-laws of any public authority (the Stipulations).

We shall not cover **You** against:

a) the cost incurred in complying with the Stipulations:
   i. in respect of **Damage** occurring prior to the granting of this Extension;
   ii. in respect of **Damage** not insured by this Section;
   iii. under which notice has been served upon **You** prior to the happening of the **Damage**;
   iv. for which there is an existing requirement which has to be implemented within a given period;

b) the additional cost that would have been required, to make good the **Property** lost, damaged or destroyed to a condition equal to its condition when new, had the necessity to comply with the Stipulations not arisen;

c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **Property** or by its owner by reason of compliance with any of the Stipulations.

The cover under this Extension is granted provided that:

1. the work of **Reinstatement**, which may be carried out wholly or partially upon another site (if the Stipulations so necessitate and subject to **Our** liability under this Extension not being increased), must be commenced and carried out with reasonable despatch, and in any case must be completed within 12 months of the **Damage** occurring, or within such further time as **We** may in writing permit (during the course of such 12 months period);
2. if **Our** liability under any Item of the **Property Insured** by this Section, apart from this Extension, shall be reduced by the application of any of the terms and conditions of this Section and of the Policy, then **Our** liability under this Extension in respect of any such Item shall be reduced in like proportion;
3. the total amount recoverable under any Item of the **Property Insured** shall not exceed:
   a) in respect of the lost, destroyed or damaged **Property Insured** – its **Sum Insured**;
   b) in respect of undamaged portions of property (other than foundations), 15% of the total amount for which **We** would have provided cover had the **Property Insured**, by the Item at the **Premises** where the **Damage** has occurred, been wholly destroyed;

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c) in respect of building or other regulations under, or framed in pursuance of, any Act of Parliament or the bye laws of any public authority its **Sum Insured**, being part of and not in addition to the **Sum Insured** shown in the **Schedule**.

20. Services

Item 1) (**Building(s)**) and Item 2) (**Contents**) of the **Property Insured** shall include telephone, gas, water and electric instruments, meters, pipes, ducts, cables and the like, and the accessories thereof, including similar property in adjoining yards or roadways or underground, being **Your** property or that for which **You** are responsible.

21. Temporary Removal

With the exception of Item 1) **Buildings**, Item 3) (**Stock in Trade**) and Item 4) (**Rent**), the cover provided by this Section shall continue to apply whilst the **Property Insured** is temporarily removed from the **Premises** for cleaning, renovation, repair or similar purposes elsewhere (including whilst in **Transit**) within the **Territorial Limits**, provided that:

a) this Extension shall not apply to any vehicle licensed for road use which has been otherwise included within the **Property Insured** by this Section;

b) the maximum amount that will be paid by **Us** under this Extension, in respect of each Item of the **Property Insured**, shall not exceed 10% of the **Sum Insured** for that Item.

22. Temporary Removal Computer Records

Any cover provided by this Section, in respect of **Computer Records**, shall continue to apply whilst such records are temporarily removed to any premises within the **Territorial Limits** that are not in **Your** occupation (including **Transit** to and from such premises). The maximum amount that will be paid by **Us** under this Extension shall not exceed 10% of the total value of such records.

23. Temporary Removal Documents

Any cover provided by this Section, in respect of deeds and other documents (including stamps thereupon), manuscripts, plans and writings of every description and books (written and printed), shall continue to apply whilst such property is temporarily removed to any premises within the **Territorial Limits** that are not in **Your** occupation (including **Transit** to and from such premises). The maximum amount that will be paid by **Us** under this Extension shall not exceed 10% of the total value of such property.

24. Temporary Repairs

The cover provided by this Section in respect of **Building(s)** shall include the costs reasonably and necessarily incurred by **You** in making temporary repairs to such **Building(s)** and erecting temporary buildings in their place following **Damage**.

Section 1 – Property Damage All Risks

25. Theft Damage to Buildings

The cover provided by this Section shall extend to apply to **Damage** to **Building(s)**, for which **You** are legally responsible as a result of theft, or attempted theft, involving forcible and violent entry to or exit from **Building(s)** at the **Premises**, provided that:

a) **We** shall not cover **You** in respect of any **Damage** insured elsewhere;

b) the maximum amount that will be paid by **Us** under this Extension shall not exceed the total of the **Sums Insured** by this Section in respect of the **Premises** concerned.

26. Trace and Access

The cover provided by this Section in respect of **Damage** caused by an escape of water, or fuel oil, from any tank, apparatus or pipe, shall extend to apply to the costs reasonably and necessarily incurred by **You**:

a) in locating the source of such escape; and

b) the subsequent making good of **Damage** caused as a consequence of locating such source;

provided that the maximum amount that will be paid by **Us** under this Extension shall not exceed GBP10,000 in the aggregate during the **Period of Insurance**.

27. Transfer of Interest

If, at the time of **Damage** to any **Building(s)** insured by Item 1) of the **Property Insured**, **You** shall have contracted to sell their interest in such **Building(s)**, the cover provided by this Section shall extend to the benefit of the purchaser provided that:

a) completion of the purchase shall not have taken place at the time **Damage** occurs, but does take place subsequently;

b) the **Damage** to the **Building(s)** is not otherwise insured by or on behalf of the purchaser.

28. Unauthorised Use of Electricity, Gas or Water

Upon first discovery by **You**, during the **Period of Insurance**, of the unauthorised use of electricity, gas or water by persons taking possession of or occupying the **Premises** without **Your** consent, the cover provided by this Section shall extend to apply to their metered cost, for which **You** are legally responsible, arising from such unauthorised use, provided that:

a) the maximum amount that will be paid by **Us** under this Extension shall not exceed GBP10,000 in the aggregate in respect of all unauthorised use during the **Period of Insurance**; and

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

Section 1 – Property Damage All Risks

29. Workmen

Subject to the full terms and conditions of this Policy, workmen shall be allowed on the **Premises** for the purpose of carrying out minor repairs, decorations or alterations.

Section 1 Special Extensions

Special Extensions 1) and 2) shall apply unless otherwise stated in the **Schedule**. Special Extension 3) shall apply only to those **Premises** for which it is shown in the **Schedule** as being applicable. Each Special Extension shall be subject to all other terms, limits, conditions and exceptions of this Section and of the Policy, except where specifically varied by the terms of the Special Extension.

1. Computer Breakdown

The cover provided by this Section shall, regardless of Excluded Cause 3, extend to apply to **Computer Breakdown** occurring during the **Period of Insurance**.

The following shall also be included in this Extension:

a) Reinstatement of Data

We shall cover **You** for costs incurred in reinstating data lost or damaged in consequence of a **Computer Breakdown** to which this Extension applies, provided that:

i. cover is limited solely to the cost of reinstating data onto **Data Media**;

ii. the cover provided shall not apply to any loss of or **Damage** to data discovered later than six months after the occurrence of the **Computer Breakdown**;

iii. the maximum amount that will be paid by **Us** for such costs shall not exceed GBP25,000 in the aggregate in connection with all **Computer Breakdown**s occurring during the **Period of Insurance**;

iv. **We** shall not cover **You** in respect of loss of or **Damage** to **Software**;

v. **We** shall not cover **You** in respect of costs more specifically insured under the Increased Cost of Working cover detailed below.

b) Increased Cost of Working

We shall cover **You** for reasonable costs, necessarily incurred by **You**, in minimising or preventing the resulting interruption or interference to **Your** computer operations following a **Computer Breakdown** to which this Extension applies, provided that the maximum amount that will be paid by **Us** for such costs shall not exceed GBP25,000 in the aggregate in connection with all **Computer Breakdown**s occurring during the **Period of Insurance**.

c) Business Interruption

We shall cover **You** against **Business Interruption** following a **Computer Breakdown** to which this Extension applies and for which cover would have been provided by this Policy but for Exception 3 of Section 2 (Business Interruption All Risks), provided that:

i. Section 2 is otherwise operative;

ii. **We** shall not cover **You** under this Extension in respect of Increased Cost of Working, except to the extent provided for by paragraph b) above;

iii. the maximum amount that will be paid by **Us** for such loss shall not exceed GBP50,000 in the aggregate in respect of all **Computer Breakdown**s occurring during the **Period of Insurance**.

d) Expediting Expenses

We shall cover **You** for the reasonable extra cost of making temporary repairs, and expediting permanent repairs or replacement, in respect of a **Computer Breakdown** to which this Extension applies, provided that the maximum amount that will be paid by **Us** for such costs shall not exceed GBP10,000 in the aggregate in connection with all **Computer Breakdown**s occurring during the **Period of Insurance**.

e) Hire of Substitute Item

We shall cover **You** for the reasonable cost of hire charges, necessarily incurred by **You** in consequence of a **Computer Breakdown** to which this Extension applies, for substitute **Computer Equipment** of similar type and capacity, whilst repair work is undertaken, or until permanent replacement of the equipment lost or damaged takes place. The maximum amount that will be paid by **Us** for such hire costs shall not exceed GBP5,000 in the aggregate in connection with all **Computer Breakdown**s occurring during the **Period of Insurance**.

f) Loss Avoidance Measures

We shall cover **You** for reasonable costs, necessarily incurred by **You**, to take exceptional measures to prevent or mitigate impending **Damage** to **Computer Equipment** as a result of a **Computer Breakdown** to which this Extension applies, provided that:

i. **Damage** would reasonably be expected if such measures were not implemented;

ii. **We** is satisfied that **Damage** has been avoided or mitigated by means of the exceptional measures;

iii. the amount payable will be limited to the cost of **Damage** which would have otherwise occurred;

iv. if **Damage** had occurred it would have resulted in a claim that would have been accepted by **Us** under this Section of the Policy;

v. the maximum amount that will be paid by **Us** for such costs shall not exceed GBP5,000 in the aggregate in respect of all **Computer Breakdown**s occurring during the **Period of Insurance**.

Additional Excepted Causes Computer Breakdown Extension

We shall not cover **You** against:

a) the amount of the **Excess** specified in the **Schedule**, which shall either be the **Excess** applicable under Section 1 (Property Damage All Risks) or Section 2 (Business Interruption All Risks) as appropriate, or GBP500 whichever is the greater;

b) **Damage** recoverable, or which would be recoverable but for breach of **Your** obligations, under any maintenance agreement, warranty or guarantee or **Your** failure to ensure that insured items are properly maintained and used in accordance with manufacturers' recommendations;

c) **Damage** arising from any **Virus or Similar Mechanism**, or any loss of data (other than as specifically provided for under the heading of Reinstatement of Data earlier or from another cause arising within **Data Media**);

d) **Business Interruption** arising from any delay in resuming operations due to the need to reconstruct, or re-input data or programs on **Data Media**, where **You** have not maintained a minimum of two generations of verified back-up **Computer Records**, taken at intervals no less frequently than forty-eight hours, one copy as a minimum being held off site;

e) **Damage** arising from:

   i. programming errors or design defects in **Software**; or

   ii. from the use of **Software** on which development has not been finalised, or that has not passed all testing procedures and has not been successfully proven;

f) **Damage** arising from **Computer Breakdown** in respect of any **Computer Equipment** that is prototype, experimental or untried;

g) **Damage** arising out of depletion, corrosion, erosion, wear and tear, or other gradually developing conditions, scratching, denting, rust and oxidisation, damp and mildew, but this exclusion shall not apply to resultant **Damage** not otherwise excluded;

h) **Damage** arising from **Your** wilful act or omission or failure to comply with any statute or order;

i) **Damage** arising from **Your** failure to comply with the manufacturers' recommendations for the storage of **Computer Records**, **Software** and **Data Media**;

j) the value to **You** of data stored on the **Computer Equipment**;

k) **Damage** arising from the failure or fluctuation of the electricity supply directly or indirectly caused by:

   i. a deliberate act not performed for the sole purpose of safeguarding life or protecting any part of the supply system; or
   ii. a scheme of rationing not necessitated by accidental **Damage** to the generating or supply distribution equipment; or
   iii. the inability of the supplier to maintain the supply system as a result of industrial action;

l) **Damage** arising as a result of the failure of any telecommunications system directly or indirectly caused by the:
   i. use of equipment by **You** that is not approved by the telecommunications supplier; or
   ii. deliberate act of any telecommunications supplier in withholding or restricting the operation of the telecommunications system, or the inability of the supplier to maintain the telecommunications system as a result of industrial action;

m) **Professional Fees** or other fees incurred in making a claim;

n) **Damage** arising as a result of the cleaning, servicing or repair of the **Computer Equipment**;

o) **Business Interruption** except as expressly provided for by this Extension.

2. Day One Basis (Non Adjustable)

This Special Extension applies to Item 1) (**Building(s)**) and Item 2) (**Contents**) unless otherwise stated in the **Schedule**.

a) The **Premium** for each Item to which this Special Extension applies has been calculated according to the **Building(s)** provided by **You**.

Declared Value shall mean **Your** assessment of the cost of **Reinstatement** of each Item of the **Property Insured**, at the level of cost applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) including, where insured by this Section, an allowance for:

i. the additional cost of **Reinstatement** to comply with Public Authority requirements (see Section1 Extension 17);

ii. **Professional Fees**;

iii. **Debris Removal**.

b) At the inception of the **Period of Insurance**, **You** shall notify **Us** of the **Building(s)** of the **Property Insured** for each Item. In the absence of such declaration, the last amount declared by **You** to **Us**, in respect of the preceding period, shall be taken as the Declared Value for the current period.

c) Special Provisions d) and e) of Section 1 Clause 4 (Replacement or Reinstatement) shall not apply to this Special Extension.

Section 1 – Property Damage All Risks

d) If, upon the occurrence of **Damage**, the Declared Value of the **Property Insured** by an Item is less than what the cost of **Reinstatement** would have been at the inception of the **Period of Insurance** (arrived at as described in paragraph a) above), then the amount to be paid by **Us** shall be limited to that proportion which the Declared Value bears to the cost of **Reinstatement**.

e) The terms, limits, conditions and exceptions of this Policy shall apply in full to:

   i. any claim payable in respect of **Reinstatement**, other than where expressly varied by this Special Extension and by Section 1 Clause 4;

   ii. any claim which is to be payable as if this Special Extension and Section 1 Clause 4 had not been incorporated into the Policy, except that the **Sums Insured** shall be limited to 115% of the Declared Value.

f) The provisions of Section 1 Extension 4 (Capital Additions, Alterations and Improvements) shall not be subject to this Special Extension.

3. Subsidence Extension

The cover provided by this Section shall, regardless of Excluded Cause 6 a) extend to apply to **Damage** caused by subsidence, landslip or ground heave of any part of the site on which the **Property Insured** stands, provided that:

a) **We** shall not cover **You** against **Damage**:

   i. caused by coastal or river erosion;

   ii. caused by defective design or workmanship, or the use of defective materials, including inadequate construction of foundations;

   iii. caused by settlement or movement of made up ground;

   iv. to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences, unless specifically insured by this Section and a **Building(s)** covered by this Section also sustains **Damage** from the same cause at the same time;

   v. which originated prior to the inception of this cover;

   vi. resulting from demolition, construction, or the structural repair or alteration of any **Building**, or the undertaking of groundwork or excavation;

   at the **Premises** where **Damage** insured by this Special Extension has occurred;

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

The General Policy Definition of **Defined Peril** shall extend to include subsidence, landslip and ground heave of any part of the site on which the **Property Insured** stands.

Section 2 - Business Interruption All Risks

The Cover

We will cover **You** against **Business Interruption** arising from an **Incident** occurring during the **Period of Insurance**.

Material Damage Insurance Provision

The cover provided by this Section shall only apply if, at the time the **Incident** occurs, there is an insurance in force which covers **Your** interest in the **Building(s)** or **Property** at the **Premises** against **Damage** and in respect of which:

a) payment shall have been made, or liability admitted for payment by such insurance; or

b) payment would have been made, or liability admitted for payment by such insurance, but for an exclusion of liability for losses below a specified amount.

Auditor's Fees

We will also cover **You** in respect of **Auditor's Fees** incurred by **You** in respect of a claim.

Limit of Liability

Our liability during the **Period of Insurance** (inclusive of **Auditor's Fees**) shall not exceed the **Sum Insured** in respect of each individual Item, subject to any other limit stated herein or in the **Schedule**.

The Excess

We shall not cover **You** for the amount of the **Excess** specified in the **Schedule**, which shall remain payable by **You**.

Basis of Settlement

Item A Gross Profit

The insurance under this Item is limited to loss of **Gross Profit** due to:

1. reduction in **Turnover**; and
2. Increase in Cost of Working.

The amount payable by **Us** as cover in respect of this Item shall be:

a) in respect of reduction in **Turnover**, the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall, in consequence of the **Incident**, fall short of the **Standard Turnover**; and

b) in respect of Increase in Cost of Working, the additional expenditure necessarily and reasonably incurred by **You** 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 **Incident**, but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction avoided;

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

Special Condition to Item A – Underinsurance

If the **Sum Insured** under this Item is less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** (or proportionate to a multiple thereof where the **Indemnity Period** exceeds twelve months), the amount payable by **Us** shall be proportionately reduced.

Special Provisions to Item A

1. The **Rate of Gross Profit**, **Standard Turnover** and **Annual Turnover** are subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in, or other circumstances affecting the **Business** (either before or after the date of the **Incident**), or which would have affected the **Business** had the **Incident** not occurred, so that the figures adjusted shall represent as nearly as reasonably practicable the results which, but for the **Incident**, would have been obtained during the relative period after the date of the **Incident**.
2. If any standing charges of the **Business** are not insured by this Section (having been deducted in arriving at the **Gross Profit**) then, in computing the amount recoverable as Increase in Cost of Working, that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the **Uninsured Working Expenses**.
3. The **Premium** paid for Item A may be adjusted on receipt, by **Us**, of a declaration of **Gross Profit** earned during the financial year most nearly concurrent with the **Period of Insurance**, as reported by **Your** auditors. If any **Incident** shall have occurred giving rise to a claim for loss of **Gross Profit**, such declaration shall be increased, for the purposes of premium adjustment, by the amount which the **Gross Profit** was reduced during the financial year solely in consequence of the **Incident**.
4. If the declaration (adjusted as above and proportionately increased where the **Indemnity Period** exceeds twelve months) is less than the **Gross Profit Sum Insured** for the relative **Period of Insurance**, **We** will allow a pro rata return premium not exceeding 25% of the **Premium** paid.

Item B Revenue

The insurance under this Item is limited to:

1. Loss of **Revenue**; and
2. Increase in Cost of Working.

The amount payable by **Us** as indemnity in respect of this Item shall be:

a) in respect of Loss of **Revenue**, the amount by which the **Revenue** during the **Indemnity Period** shall, in consequence of the **Incident**, fall short of the **Standard Revenue**; and

Section 2 - Business Interruption All Risks

b) in respect of Increase in Cost of Working, the additional expenditure necessarily and reasonably incurred by **You** for the sole purpose of avoiding or diminishing the reduction in **Revenue** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Incident**, but not exceeding the amount of the reduction in **Revenue** avoided;

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** as may cease or be reduced in consequence of the **Incident**.

Special Condition to Item B – Underinsurance

If the **Sum Insured** under this Item is less than the **Annual Revenue** (or proportionate to a multiple thereof where the **Indemnity Period** exceeds twelve months), the amount payable by **Us** shall be proportionately reduced.

Special Provisions to Item B

1. **Annual Revenue** and **Standard Revenue** are subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in, or other circumstances affecting the **Business** (either before or after the date of the **Incident**), or which would have affected the **Business** had the **Incident** not occurred, so that the figures adjusted shall represent as nearly as may be reasonably practicable the results which, but for the **Incident**, would have been obtained during the relative period after the date of the **Incident**.
2. The **Premium** paid for Item B may be adjusted on receipt, by **Us**, of a declaration of **Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance**, as reported by **Your** auditors. If any **Incident** shall have occurred giving rise to a claim for loss of **Revenue**, such declaration shall be increased, for the purposes of **Premium** adjustment, by the amount by which the **Revenue** was reduced during the financial year solely in consequence of the **Incident**.
3. If the declaration (adjusted as above and proportionately increased where the **Indemnity Period** exceeds twelve months) is less than the **Revenue Sum Insured** for the relative **Period of Insurance**, **We** will allow a pro rata return **Premium** not exceeding 25% of the **Premium** paid.

Item C - Increased Cost of Working Only

We will indemnify **You** for the increased cost of working and the amount payable will be the additional expenditure **You** necessarily and reasonably incurs to avoid or reduce interruption to or interference with the **Business** at the **Premises** during the **Indemnity Period** as a result of **Damage** to **Property Insured** which occurs during the **Period of Insurance**.

Our liability will not exceed the **Sum Insured** as stated in the **Schedule** in total in the **Period of Insurance**. **We** will not pay more than 50% of the **Sum Insured** during the first 3 months of the **Indemnity Period**, the balance will be paid in equal amounts over the remaining months of the **Indemnity Period**.

Section 2 - Business Interruption All Risks

Item D - Additional Increased Cost of Working

The insurance by this item is limited to additional increased cost of working, in excess of any amount recoverable under any increase in cost of working cover in force, due to additional expenditure and costs necessarily and reasonably incurred in order to minimise any interruption or interference with the **Business** during the **Indemnity Period** but not exceeding the **Sum Insured** stated in the **Schedule**.

Item E Book Debts

The insurance under this Item is limited to loss resulting from **Your** inability to trace or establish **Outstanding Debit Balances** following **Damage** to **Your** books of account, or other business books or records, at the **Premises**.

The amount payable by **Us** as indemnity for any one **Occurrence** in respect of this Item shall be:

a) the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof; and

b) the additional expenditure necessarily and reasonably incurred, with **Our** prior consent, for the sole purpose of tracing and establishing customers' debit balances after **Damage**;

provided that, if the **Sum Insured** under this Item is less than the **Outstanding Debit Balances**, the amount payable shall be proportionately reduced.

We shall not cover **You** for any loss or expenditure:

i) arising from bad debts or erasure, distortion or corruption, or deliberate falsification of business records;

ii) in the event **You** fail to maintain an up-to-date monthly record of all **Outstanding Debit Balances** and fails to keep such record in fire-resisting safe(s) or fire-resisting cabinet(s) when not in use or to keep a duplicate record in a building separate from that in which the working record is kept.

Item F Loss of Rent Receivable

The insurance under this Item is limited to:

1. Loss of **Rent Receivable**; and
2. Increase in Cost of Working.

The amount payable by **Us** as indemnity in respect of this Item shall be:

a) in respect of Loss of **Rent Receivable**, the amount by which the **Rent Receivable** during the **Indemnity Period** shall, in consequence of the **Incident**, fall short of the **Standard Rent Receivable**; and

b) in respect of Increase in Cost of Working, the additional expenditure necessarily and reasonably incurred by **You** for the sole purpose of avoiding or diminishing the reduction in **Rent Receivable** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Incident**, but not exceeding the amount of the reduction in **Rent Receivable** avoided;

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business**, payable out of **Rent Receivable**, as may cease or be reduced in consequence of the **Incident**.

Special Condition to Item F – Underinsurance

If the **Sum Insured** under this Item is less than the **Annual Rent Receivable** (or proportionate to a multiple thereof where the **Indemnity Period** exceeds twelve months), the amount payable by **Us** shall be proportionately reduced.

Special Provisions to Item F

1. The **Premium** paid for Item F may be adjusted on receipt, by **Us**, of a declaration of **Rent Receivable** earned during the financial year most nearly concurrent with the **Period of Insurance**, as reported by **Your** auditors. If any **Incident** shall have occurred giving rise to a claim for Loss of **Rent Receivable**, such declaration shall be increased, for the purpose of **Premium** adjustment, by the amount which the **Rent Receivable** was reduced during the financial year solely in consequence of the **Incident**.
2. If the declaration (adjusted as provided for above and proportionately increased where the **Indemnity Period** exceeds twelve months) is less than the **Rent Receivable Sum Insured** for the relative **Period of Insurance**, **We** will allow a pro rata return premium not exceeding 25% of the **Premium** paid.

Section 2 Exclusions

Excluded Causes

We shall not cover **You** against **Business Interruption**:

1. arising from an **Incident** caused directly by or consisting of:
   a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, or the **Building's** or **Property's** own faulty or defective design or materials;
   b) faulty or defective workmanship, or operational error or omission, on **Your** part or that of any of **Your Employees**;
   c) the operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturers' instructions or specification;
   d) explosion occasioned by the bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control;

but this shall not exclude **Business Interruption** arising from a subsequent **Incident** which itself results from a cause not otherwise excluded;

Section 2 - Business Interruption All Risks

2. arising from an **Incident** caused directly by or consisting of:
   a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light or atmosphere, marring, scratching, dust, chemical action or reaction, pets, vermin or insects;
   b) change in temperature, colour, flavour, texture or finish;
   c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping;
   d) a deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services;

but this shall not exclude:

i. such **Business Interruption** arising from an **Incident** which itself results from a **Defined Peril**, or from any other accidental loss or **Damage** not otherwise excluded;

ii. **Business Interruption** arising from a subsequent **Incident** which itself results from a cause not otherwise excluded;

3. arising from an **Incident** caused directly by or consisting of mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates;

   but this shall not exclude:
   a) **Business Interruption** arising from **Damage** to surrounding property, not forming part of the same machine, apparatus or equipment;
   b) such **Business Interruption** arising from an **Incident** which itself results from a **Defined Peril**, or from any other accidental loss or **Damage** not otherwise excluded;
   c) **Business Interruption** arising from a subsequent **Incident** which itself results from a cause not otherwise excluded;

4. arising from an **Incident** caused directly by theft or attempted theft unless:
   a) involving forcible and violent entry to or exit from **Building(s)** at the **Premises**;
   b) involving **Assault** or violence, or threat of **Assault** or violence, to **You**, or any of **Your** partners, directors or **Employees**, or to members of **Your** or their families, or any other person lawfully on the **Premises**;

5. arising from an **Incident** caused directly by or consisting of:
   a) subsidence, ground heave or landslip, unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
   b) normal settlement or bedding down of new structures;

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6. arising from an **Incident** caused directly by or consisting of:
   a) an act of fraud, criminality or dishonesty by **You** or any of **Your** partners, directors or **Employees**, or by members of **Your** or their families or any other person to whom **Property** has been entrusted;
   b) unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
   c) erasure, loss, distortion or corruption of information on computer systems or other records, programs or **Software**:
      i. caused deliberately by rioters, strikers, locked out workers, persons taking part in labour disturbances or civil commotion, or by malicious persons; or
      ii. other erasure, loss, distortion or corruption of information on computer systems or other records, programmes or **Software**, unless resulting from a **Defined Peril** not otherwise excluded;

7. arising from **Damage** to buildings or structures caused directly by their own collapse or cracking, unless resulting from a **Defined Peril** not otherwise excluded;

8. arising from **Damage** to moveable **Property** in the open, or in open sided buildings or contained in **Outbuildings**, or to fences and gates caused directly by:
   a) theft or attempted theft;
   b) wind, rain, hail, sleet, snow, flood or dust;

9. arising from **Damage** caused directly by fire resulting from **Property** undergoing any process involving the application of heat;

10. arising from **Damage** (other than by fire) to **Property** resulting from it undergoing any process of:
    a) production;
    b) packing, treatment, testing, cleaning, commissioning, servicing, repair or any other process;

    but this shall not exclude **Business Interruption** arising from **Damage** to surrounding **Property** not forming part of:

    i. the machinery performing such process;
    ii. the same process of production;
    iii. the same process of packing, treatment, testing, commissioning, cleaning, servicing, repair or other process;

11. arising from an **Incident** caused directly by or consisting of the solidification of molten material, unless resulting from a **Defined Peril** not otherwise excluded;

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12. arising from an **Incident** in respect of any **Unoccupied Building(s)**:
    a) caused directly by escape of water from any tank, apparatus or pipe;
    b) caused directly (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation;

13. arising from an **Incident** caused directly by, or consisting of or occasioned by the voluntary parting with title or possession of any property or rights to property;

14. arising from **Damage** attributable solely to change in the water table level;

15. arising from **Damage** to:
    a) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books;
    b) **Glass** or **Sanitary Fittings**;
    c) other glass or glassware, china, earthenware, marble, statuary or other fragile or brittle objects;

    unless resulting from a **Defined Peril** not otherwise excluded;

16. arising from **Damage** to **Computer Equipment** unless resulting from a **Defined Peril**, or theft or attempted theft, not otherwise excluded;

17. arising from **Damage** to property or structures in course of construction or erection or to materials or supplies in connection therewith;

18. arising from **Damage** to:
    a) land, roads, pavements, piers, jetties, bridges, culverts or excavations;
    b) vehicles licensed for road use (including accessories attached to such vehicles), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
    c) livestock, growing crops or trees.

Section 2 - Business Interruption All Risks

Section 2 Clauses

1. Value Added Tax

To the extent that **You** are accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax, which shall not be payable by **Us**.

2. Current Cost Accounting Adjustments

For the purpose of any Definitions applicable to this Section, any adjustment implemented in current cost accounting shall be disregarded.

3. Financial Terminology

The undefined words in this Section shall, in regard to financial matters, have the meaning usually attached to them in **Your** books and accounts.

Section 2 Conditions

1. Accumulated Stock

In adjusting any loss, account shall be taken, and an equitable allowance made, if any reduction in **Turnover** due to the **Incident** is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of finished goods.

2. Alternative Trading

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

3. Departmental Clause

If the **Business** is conducted in departments, the independent results of which are ascertainable, the cover in respect of reduction in **Turnover**, loss of **Revenue** and loss of **Rent Receivable** (including Increase in Cost of Working) shall apply separately to each department affected by the **Incident**.

If the **Sum Insured** for the Item concerned is less than the aggregate of the sums produced for each department of the **Business** (whether affected by the **Incident** or not):

a) by applying the **Rate of Gross Profit** to the **Annual Turnover**; or

b) in respect of **Annual Turnover**; or

c) in respect of **Annual Rent Receivable**

whichever is the more appropriate for the Item, the amount payable by **Us** shall be proportionately reduced.

Section 2 - Business Interruption All Risks

4. Due Diligence

In the event of an **Incident** that may give rise to a claim under this Section, **You** shall with due diligence take all steps that are reasonably practicable to avoid or minimise any interruption of or interference with the **Business**.

5. First Twelve Months Trading

In the event of a claim arising from an **Incident** occurring before the completion of the first twelve months trading of the **Business** at the **Premises**, any terms in the Definitions referring to **Turnover** or **Revenue** during a prior period of twelve months shall be adjusted so as to apply to the **Turnover**, or **Revenue** during the period from commencement of the **Business** to the date of the **Incident**.

6. Payments on Account

Payments on account shall be made by **Us** to **You** during the **Indemnity Period** if required.

7. Salvage Sale

If, following an **Incident** giving rise to a claim under this Section, **You** shall hold a salvage sale during the **Indemnity Period**, Paragraph 1 of Item A (**Gross Profit**) shall, for the purpose of such claim, be amended to read as follows:

“in respect of reduction in **Turnover**, the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** (less the **Turnover** for the period of the salvage sale) shall, in consequence of the **Incident**, fall short of the **Standard Turnover**, from which sum shall be deducted the **Gross Profit** actually earned during the period of the salvage sale”

Extensions

Unless otherwise stated in the **Schedule** (or by Endorsement to the Policy), the following Section Extensions shall apply where shown as active in the **Schedule** and are subject to all other terms, limits, conditions and exceptions of this Section except where specifically varied by the terms of the Section Extension.

Applicable to Items A and B only

1. Contract Sites

The cover provided by this Section shall extend to apply to **Business Interruption** following **Damage** to **Property** at any location within the **Territorial Limits** where **You** are carrying out work under a contract. The maximum amount that will be paid by **Us** under this Extension shall not exceed GBP100,000 unless otherwise stated in the **Schedule**.

2. Customers and Suppliers

The cover provided by this Section shall extend to apply to **Business Interruption** following **Damage** to **Property** caused by fire lightning, aircraft and aerial objects and items dropped therefrom only:

a) Specified customers

at the premises of **Your** direct customers as declared to and agreed by **Us** and noted in the **Schedule**.

b) Specified suppliers

at the premises of **Your** direct contracted suppliers of goods and/or services as declared to and agreed by **Us** and noted in the **Schedule**.

The maximum amount that will be paid by **Us** under this Extension shall not exceed the Sub-Limit stated in the **Schedule**

3. Declaration Linked

a) The limit of liability is replaced by the following:

Our liability during the **Period of Insurance** (inclusive of **Auditor's Fees**) shall not exceed:

i. in respect of Item A (**Gross Profit**) or Item B (**Revenue**), 133 1/3 % of the **Estimated Gross Profit** or **Estimated Revenue** shown in the **Schedule**, and

ii. 100% of the **Sum Insured** in respect of each other Item insured.

b) The Special Condition relating to Underinsurance is deleted in respect of Items A and B.

c) Extension 8 (Reinstatement of Limit) shall apply to this Extension, however **Our** liability in respect of any one **Incident**, as expressed in that Extension, is amended such that it shall not exceed the sums expressed in paragraph a) above.

d) The **Premium** in respect of Item A or Item B is provisional and based upon the **Estimated Gross Profit** or the **Estimated Revenue** respectively. **You** shall provide **Us**, not later than six months after the expiry of the **Period of Insurance**, with a declaration affirmed by **Your** auditors of the actual **Gross Profit** or **Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance**.

If any **Incident** shall have occurred giving rise to a claim for loss of **Gross Profit**, or loss of **Revenue**, then **Your** declaration shall be increased, for the purposes of **Premium** adjustment, by the amount by which the **Gross Profit** or **Revenue** was reduced during the financial year solely in consequence of the **Incident**.

If the declaration (adjusted as provided for above and proportionately increased where the maximum **Indemnity Period** exceeds twelve months):

Section 2 - Business Interruption All Risks

   i. is less than the **Estimated Gross Profit**, or **Estimated Revenue** where appropriate, for the relative **Period of Insurance**, **We** shall allow a pro rata return of the **Premium** paid in respect of Item A or Item B, but not exceeding 25% of such **Premium**;

   ii. is greater than the **Estimated Gross Profit**, or **Estimated Revenue** where appropriate, for the relative **Period of Insurance**, **You** shall pay a pro rata additional to the **Premium** paid in respect of Item A or Item B.

e) **You** shall, prior to renewal of this insurance, furnish **Us** with the **Estimated Gross Profit**, or the **Estimated Revenue** where appropriate, for the financial year most nearly concurrent with the next **Period of Insurance**.

4. Denial of Access

The cover provided by this Section shall extend to apply to **Business Interruption** arising from accidental **Damage** to any property, within 250 metres of the **Premises**, which prevents or hinders the use of, or access to the **Premises** (regardless of whether the **Property Insured** at the **Premises** suffers **Damage**). The maximum amount that will be paid by **Us** under this Extension shall not exceed GBP100,000 unless otherwise stated in the **Schedule**.

5. Infestation and Defective Sanitation

The cover provided by this Section shall extend to apply to **Business Interruption** arising from the occurrence at the **Premises** of:

a) murder, suicide, or food or drink poisoning;

b) vermin or pests;

c) an accident causing a defect in the drains or sanitary apparatus

which results in closure or causes restrictions on the use of the **Premises** by order of any person or authority holding the appropriate statutory power.

The maximum amount that will be paid by **Us** under this Extension shall not exceed 10% of the total **Sum Insured** under this Section, or GBP100,000 whichever is the lesser, unless otherwise stated in the **Schedule**.

6. Key Person Cover

The cover provided by Items A (**Gross Profit**), B (**Revenue**) and C (Additional Expenditure) shall extend to apply to **Business Interruption** to the **Business** as a direct result of the death or total disablement of a principal, partner or director subject to the applicable Sub-Limit stated in the **Schedule**.

Section 2 - Business Interruption All Risks

7. Legionella

The word **Damage** is extended to include

a) any discovery or suspicion of any organism at the **Premises** likely to result in the occurrence of Legionnaires disease

or

b) an occurrence of Legionnaires' Disease at the **Premises**, which causes restrictions on the use of the **Premises** on the order or advice of the competent Local Authority

Special Conditions in respect Extension 7

A. **Indemnity Period** shall mean the period during which the results of the **Business** shall be affected in consequence of the occurrence discovery or suspicion beginning with the date from which the restrictions on the **Premises** are applied

B. Maximum Indemnity Period shall be three months

C. **Premises** shall mean only those locations stated in the **Premises** definition. In the event that the Policy includes an extension which deems loss destruction or damage at other locations to be **Damage** at the **Premises** such extension shall not apply to this Extension.

D. **We** shall only be liable for the loss arising at those **Premises** which are directly affected by the occurrence discovery or suspicion.

E. The insurance by this Extension includes costs and expenses necessarily and reasonably incurred in consequence of the **Damage** in respect of:

   i. cleaning and decontamination of the air-conditioning and/or water supply equipment

   ii. removal and disposal of contaminated stock and a materials in trade at or from the **Premises**

   iii. the value of contaminated stock and materials in trade necessarily and reasonably destroyed as a result of contamination at the **Premises**

F. The maximum amount that will be paid by **Us** under this Extension shall not exceed 10% of the total **Sum Insured** under this Section, or GBP100,000 whichever is the lesser, unless otherwise stated in the **Schedule**.

8. Property Stored

The cover provided by Items A (**Gross Profit**) and B (**Revenue**) shall extend to apply to **Business Interruption** arising from accidental **Damage** to any of **Your Property** whilst stored anywhere in the **Territorial Limits**, other than at any **Premises** in **Your** occupation.

The maximum amount that will be paid by **Us** under this Extension shall not exceed 10% of the total **Sum Insured** under this Section, or GBP100,000 whichever is the lesser, unless otherwise stated in the **Schedule**.

Section 2 - Business Interruption All Risks

9. Public Utilities – Providers' Premises

The cover provided by this Section shall extend to apply to **Business Interruption** arising from accidental **Damage** to **Property** at the premises of the following public utilities, occurring within the **Territorial Limits**, from which **You** obtain supplies or services:

a) any generating station, or sub-station of the public electricity supply undertaking from which **You** obtain electricity;

b) any land-based premises of the public gas supply undertaking, or of any natural gas producer linked directly with such undertaking, from which **You** obtain gas;

c) any water works, or pumping station of the public water supply undertaking from which **You** obtain water;

d) any land-based telecommunication services to the **Premises**.

The cover under this Extension is granted provided that:

i. **We** shall not cover **You** against **Business Interruption** arising from a partial or total failure occasioned by a strike or any other kind of industrial action;

ii. the maximum amount that will be paid by **Us** under this Extension shall not exceed 10% of the total **Sum Insured** under this Section, or GBP100,000 whichever is the lesser, unless otherwise stated in the **Schedule**.

The cover under this Extension is subject to the following exclusions:

i. **Business Interruption** brought about by the deliberate act of any supply authority or by the exercise of any supply authority of its power to withhold or restrict supply;

ii. telecommunications, where the failure is for a period of less than 24 hours;

iii. electricity, gas or water, where the failure is for a period of less than 4 hours;

iv. failure of any satellite;

v. any amount recoverable under the terms of a service level agreement;

vi. drought, atmospheric or weather conditions but this will not exclude failure due to damage to equipment caused by these conditions;

vii. **Business Interruption** arising from the provision of extranets or access to or presence on the internet or access to applications and related services over the internet.

10. Race Vehicles

The cover provided by this Section shall extend to apply to **Business Interruption** arising from accidental **Damage** to **Motor Vehicles** used for the purposes of motorsports including but not limited to, racing qualification, time trials point to point racing, drag racing, hill climbs track days and associated practices, where such vehicles are not intended for road use.

The maximum amount that will be paid by **Us** under this Extension shall not exceed 10% of the total **Sum Insured** under this Section, or GBP100,000 whichever is the lesser, unless otherwise stated in the **Schedule**.

Section 2 - Business Interruption All Risks

11. Research And Development Costs

Definition

Research and Development Costs means the total expenditure on research and development by **You** at the **Premises** less the relative cost of raw materials consumed.

Cover

The cover provided by this Section shall extend to apply to **Business Interruption** arising from accidental **Damage** or delay to research and development data, tools, equipment or tests where replication of results requires additional expenditure and is limited to

a) the **Research and Development Costs**

and

b) Increase in Cost of Working

and the amount payable as Indemnity shall be:

A. In respect of **Research and Development Costs** - for each working week in the **Indemnity Period** during which the activities of the **Business** are, solely in consequence of the **Incident**:

   I totally interrupted or totally given over to the reworking of projects affected by the **Incident**, the Insured Amount per Week

   ii. partially interrupted or partially given over to the reworking of projects affected by the **Incident**, an equitable proportion of the Insured Amount per Week based upon the time rendered ineffective by reason of the **Incident**

   Note - The Insured Amount Per Week shall be one-fiftieth part of the **Research and Development Costs** incurred during the financial year immediately before the date of the **Incident**, and

B. In respect of Increase in Cost of Working - the additional expenditure incurred solely for the purpose of avoiding or diminishing the interruption but the amount payable under this heading shall not exceed the additional amount that would have been payable under A. for loss in respect of **Research and Development Costs** if no such Increase in Cost of Working had been incurred,

less any sum saved during the **Indemnity Period** in respect of such of the **Research and Development Costs** as may cease or be reduced in consequence of the **Damage**.

Our liability shall not exceed the Sub-Limit as stated in the **Schedule**.

12. Royalties

The insurance by the **Gross Profit** Item A or the **Revenue** Item B is extended to include loss of income to **You** under royalty, licensing, fees or commission agreements between **You** and another party resulting from any **Damage** to the property of the other party and which is not covered under any other insured clause in this Section. Such other party shall not be an insured party under this Section.

a) If such loss occurs during the **Period of Insurance**, it shall be adjusted on the basis of actual loss sustained of such income referred to above, which would have been earned had no loss occurred.

b). Resumption of Operations – **You** shall influence, as far as reasonably possible, the party with whom the agreement described above has been made to use any other contents, stock or premises in order to resume business so as to reduce the amount of loss under this extension and **You** shall co-operate with that party in every way to effect this, but not financially unless **Our** prior agreement has been obtained for such expenditure.

c) Experience of the Business – In determining the amount of income derived from the above for the purposes of ascertaining the amount of loss sustained, due consideration shall be given to the amount of income derived from such agreements before the date of loss and to the probable amount of income thereafter had no loss occurred.

Our liability under this extension shall not exceed the applicable Sub-Limit as stated within the **Schedule**

13. Transit

The cover provided by this Section shall extend to apply to **Business Interruption** as a result of **Damage** to:

a) **Your Property Insured** whilst in transit by road, rail or inland waterway; or

b) **Motor Vehicles** used in connection with **Your Business**, within the **United Kingdom** .

Our liability for this indemnity is limited to GBP 50,000 for any one loss.

We will not cover any loss arising from any cause within **Your** control or **Damage** to **Property** as a direct result of repairs or maintenance being carried out to the **Property**.

14. Unspecified Customers

The cover provide by this Section shall extend to apply to **Business Interruption** arising from accidental **Damage** to **Property**, occurring within the **Territorial Limits**, at the premises of any of **Your** customers following **Damage** caused by fire lightning, aircraft and aerial objects and items dropped therefrom only.

The maximum amount that will be paid by **Us** under this Extension shall not exceed 10% of the total **Sum Insured** under this Section, or GBP100,000 whichever is the lesser, unless otherwise stated in the **Schedule**.

15. Unspecified Suppliers

The cover provided by this Section shall extend to apply to **Business Interruption** arising from accidental **Damage** to **Property** occurring, within the **Territorial Limits**, at the premises of any of **Your** suppliers, manufacturers, or processors of components, goods or materials following **Damage** caused by fire lightning, aircraft and aerial objects and items dropped therefrom only provided that:

a) this Extension shall not apply to Property at the premises or facilities of any supply undertaking from which **You** obtain electricity, gas, water or telecommunication services;

b) the maximum amount that will be paid by **Us** under this Extension shall not exceed 10% of the total **Sum Insured** under this Section, or GBP100,000 whichever is the lesser, unless otherwise stated in the **Schedule**.

Applicable to all Items

17. Reinstatement of Limit

In consideration of **Our** liability for any Item not being reduced by the amount of a **Business Interruption**, **You** undertake to pay the appropriate additional premium on the amount of the loss from the date of the **Incident** to the expiry of the **Period of Insurance**. **Our** liability in respect any one **Incident** shall not exceed, in respect of each Item, the **Sum Insured** for that Item.

Section 2 Special Extension

Subsidence

If Section 1 of this Policy is operative and by virtue of the full terms of Special Extension 3 to that Section cover in respect of subsidence has been included, then Exception 5 a) of this Section shall not apply.

Section 3 – Business Equipment All Risks

The Cover

We will cover **You** against accidental **Damage**, occurring during the **Period of Insurance** and within the **Territorial Limits** specified in the **Schedule**, to **Business Equipment** as set forth in the **Schedule** belonging to **You**, or for which **You** are legally responsible.

Limit of Liability

Our liability during the **Period of Insurance** shall not exceed the limit in respect of each Item or any other limit as stated in the **Schedule**.

Basis of Settlement

The amount payable shall be the cost of repair, reinstatement or replacement of the **Business Equipment** as new, without deduction for wear and tear, to a condition equivalent to or substantially the same as, but not better or more extensive than its condition when new.

No payment will be made by **Us** however until repair, reinstatement or replacement has been effected.

The Excess

We shall not cover **You** for the amount of the **Excess** specified in the **Schedule**.

Section 3 Exceptions

Excluded Causes

We shall not cover **You** against:

1. **Damage** caused directly by or consisting of:
    a) inherent vice, latent defect, gradual deterioration, wear and tear, or the **Business Equipment's** own faulty or defective design or materials;
    b) faulty or defective workmanship, or operational error or omission, on **Your** part or any of **Your Employees**;

    but this shall not exclude subsequent **Damage** which itself results from a cause not being an Excluded Cause or otherwise excluded;

2. **Damage** caused directly by or consisting of:
    a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light or atmosphere, frost, marring, scratching, dust, chemical action or reaction, pests, vermin or insects;
    b) change in temperature, colour, flavour, texture or finish;

c) mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates;

but this shall not exclude:

i. such **Damage** which results from a **Defined Peril**, or from any other cause not being an Excepted Cause or otherwise excluded;

ii. subsequent **Damage** which itself results from a cause not being an Excluded Cause or otherwise excluded;

3. **Damage** caused directly by or consisting of:
   a) an act of fraud, criminality or dishonesty by **You**, or any of **Your** partners, directors or **Employees**, or by members of **Your** or their families or any other person to whom the **Business Equipment** has been entrusted;
   b) unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
   c) any process of fitting, testing, servicing, repair, renovation or adjustment;

4. **Damage** to **Business Equipment** left in **Unattended** vehicles unless:
   a) all windows and doors are closed;
   b) all locks and other security devices are in actual and complete operation;
   c) the keys are removed from the vehicle;

5. **Damage** to **Business Equipment** left in **Unattended** vehicles left loaded **Overnight** unless left in a locked building, or in a locked or continuously supervised, public garage or vehicle compound with locked gates. The onus of proving that the loss, destruction or **Damage** did not occur **Overnight** shall be upon **You**.

6. **Damage** to any vehicles whilst being used for any racing, qualifying, time trials, testing, warm up or competitive driving events, track days or sessions.

Excluded Property

We shall not cover **You** against:

1. **Damage** to any **Business Equipment** in the open caused directly by wind, rain, hail, sleet, snow, or flood;

2. **Damage** to **Business Equipment** whilst it is operational, being worked upon, or undergoing maintenance, repair, restoration or testing;

3. **Computer Records** or **Software**;

4. any amount exceeding GBP5,000 in respect of any one item of **Business Equipment** whilst away from the **Premises**, unless such item is individually specified in the **Schedule**.

5. **Damage** to any property insured under Section 1 – Property Damage.

Section 4 – Money & Personal Accident Assault

PART A – Money

The Cover

We will cover **You** against accidental loss, occurring during the **Period of Insurance**, of:

1. current coinage and other negotiable instruments (as listed in paragraph 1. of the General Definition of **Money**) whilst in:
   a) the **Premises** during **Business Hours**;
   b) **Transit** within the **Territorial Limits** or in any bank night safe;
   c) a locked safe (the details of which have been notified to and agreed by **Us**) at the **Premises** outside **Business Hours**, provided that the keys or any record of the safe combination are removed from the **Premises** and held in the personal custody of an authorised **Insured Person**;
   d) the **Premises** outside **Business Hours** and not in a locked safe;
   e) **Your** personal custody, or that of an authorised **Insured Person**, in their private residence, or in **Transit** between such residence and the **Premises**;

2. crossed cheques and other non-negotiable instruments (as listed in paragraph 2. of the General Definition of **Money**) whilst within the **Territorial Limits**.

Limit of Liability

Our liability of shall not exceed the limits stated in the **Schedule** or any other limit as stated herein.

The Excess

We shall not cover **You** for the amount of the **Excess** specified in the **Schedule**, which shall remain payable by **You**.

Section 4 Part A Exceptions

We shall not cover **You** against any loss of **Money**:

1. caused by fraud, criminality or dishonesty of any **Insured Person**, or member of their family or household, unless discovered and reported to the Police and **Us** in writing within 14 days of discovery of the loss;

2. due to shortages from accounting, or mysterious or unexplained disappearances, or other error or omission, depreciation in value, counterfeit **Money** or dishonoured cheques;

3. from an **Unattended** vehicle;

Section 4 – Money & Personal Accident Assault

4. from the **Premises** outside **Business Hours**, unless all keys, duplicate keys and combination codes to safes, strongrooms, cash boxes, drawers or filing cabinets from which **Money** was taken, were removed from the **Premises** at the time of loss;

5. from any machine operated by coins, bank notes or credit cards;

6. whilst in the custody of a specialist independent security company, unless:
   a) **You** have provided **Us** with a copy of the agreement with the security company and **We** have, in writing, confirmed that cover shall apply to **Money** carried by such company;
   b) **Our** written agreement has been obtained should any subsequent changes be made to such agreement;
   c) **You** have complied with the terms of such agreement;

7. any loss recoverable under an agreement with a specialist independent security company;

8. from any till or cash register on the **Premises** left in such till or cash register outside **Business Hours**;

9. in **Transit**:

a) of a value between GBP2,501 and GBP5,000 unless accompanied by two able bodied adults;
b) of a value between GBP5,001 and GBP10,000 unless accompanied by three able bodied adults;
c) of a value in excess of GBP10,000 unless carried by an independent specialist security company;

10. where **You** are unable to provide a complete record of all **Money** held by **You**;

11. due to the loss of any credit card unless **You**, upon becoming aware of the loss of the credit card, immediately notifies the card-issuing organisation.

Section 4 Part A Extensions

Unless otherwise stated in the **Schedule** (or by Endorsement to the Policy), the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and the Policy except where specifically varied by the terms of the Section Extension:

Section 4 – Money & Personal Accident Assault

1. Damage to Safes, Strongrooms, Cash Registers Etc.

We will cover **You** against **Damage** to safes, strongrooms, tills, cash registers, franking machines and special **Money**-carrying cases occurring during the **Period of Insurance** and resulting from the theft or attempted theft of **Money**.

2. Fraudulent Use of Credit Cards

We will cover **You** against loss arising from the fraudulent use, during the **Period of Insurance**, by any unauthorised person, other than **Your Employee**, of any credit card issued to **You** for use in **Your Business**. The maximum amount that will be paid by **Us** under this Extension shall not exceed GBP1,000 in respect of any one **Occurrence** and GBP5,000 in the aggregate during the **Period of Insurance.**

Part B - Personal Accident Assault

The Cover

We shall pay compensation in the event of any **Insured Person** sustaining bodily injury as the direct result of **Assault** occurring in the course of their duties in the **Business**, during the **Period of Insurance**, within the **Territorial Limits**.

Compensation Payable

The amount of compensation payable per person by **Us** shall be:

1. Death – the Capital Sum amount stated in the **Schedule**;
2. **Permanent Total Disablement** - the Capital Sum amount stated in the **Schedule**;
3. **Loss of Limb(s)** or **Loss of Sight** - the Capital Sum amount stated in the **Schedule** (the Capital Sum will be the maximum amount paid per person regardless of the number of limbs or eyes lost);
4. **Temporary Total Disablement** – the weekly amount stated in the **Schedule** payable for a maximum of 104 weeks, not necessarily consecutive, from the date of the injury.

Section 4 Part B Exceptions

We shall not make any payment:

1. in respect of any person under 16 or over 65 years of age at the commencement of the **Period of Insurance**;

2. in respect of death, Bodily Injury, disablement or medical expenses resulting from, or contributed to by any pre-existing medical condition, infirmity or disease which was known either to **You**, or the **Insured Person**, at the commencement of the **Period of Insurance**;

Section 4 – Money & Personal Accident Assault

3. in respect of bodily injury which arises directly or indirectly from, or in connection with, or is aggravated by sickness or disease, or any gradually operating cause, naturally occurring condition or degenerative process.

Section 4 Part B Conditions

1. Compensation shall not be payable for any one **Insured Person**, under more than one of the Compensation items 1 to 3, in connection with the same occurrence of bodily injury.
2. Compensation shall not be payable until the total amount of compensation has been agreed by **Us**. **We** may however, at **Our** discretion and upon request by **You**, pay any weekly compensation due at intervals in arrears of not less than four weeks.
3. In the event of any bodily injury, the **Insured Person** must place themselves under the care of a qualified medical practitioner and act upon medical or surgical advice as soon as practicable.
4. **You** shall notify **Us**, within seven days of an **Assault** occurring. All certificates, evidence and information reasonably required by **Us**, shall be obtained at **Your** own expense.
5. The **Insured Person** shall, at **Our** request and as often as reasonably required, submit to medical examination at **Our** expense.
6. Compensation shall only be paid by **Us** on production of appropriate evidence from a qualified medical practitioner and, in the event of Death of an **Insured Person**, **We** shall be entitled to have a post mortem examination performed.
7. Any weekly compensation payable by **Us** shall not exceed the **Insured Person's** pre-injury weekly earnings from the **Business**.
8. Total Disablement (as described under the General Policy Definition for **Temporary Total Disablement**) shall have lasted for 104 consecutive weeks and shall have been proved to **Our** satisfaction to be permanent and without expectation of recovery before the Capital Sum becomes payable in respect of **Permanent Total Disablement**.

Section 4 Part B Extensions

Unless otherwise stated in the **Schedule**, the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and of the Policy, except where specifically varied by the terms of the Section Extension.

1. Medical Expenses

We shall pay any medical expenses incurred by the **Insured Person**, following an **Assault** for which cover is provided by this Section, but not exceeding 15% of the Compensation payable.

Section 4 – Money & Personal Accident Assault

2. Personal Clothing

We shall pay, as new, for **Damage** to clothing of the **Insured Person**as a result of an **Assault** for which cover is provided by this Section, but not exceeding GBP250 per person.

Section 5 – Goods-in-Transit

The Cover

We will cover **You** against accidental **Damage**, occurring during the **Period of Insurance**, to **Insured Goods** whilst in **Transit**. **We** will pay for the value of the **Insured Goods** at the time of the **Damage**, or at **Our** option repair, replace or reinstate.

Limit of Liability
Our liability shall not exceed the limits stated in the **Schedule** or any other limit stated herein.

The Excess
We shall not cover **You** for the amount of the **Excess** specified in the **Schedule**, which shall remain payable by **You**.

Section 5 Exceptions

Excluded Causes

We shall not cover **You** against **Damage** caused directly by or consisting of:

1. inherent vice, or latent vice or defect;
2. vibration, defective packing, denting, scratching or bruising, vermin or insects;
3. mechanical or electrical breakdown, derangement, defect or failure;
4. variation in temperature, or loss of refrigerant or controlled atmosphere, unless caused by collision or overturning of the conveying vehicle;
5. atmospheric or climatic conditions;
6. temporary housing of the **Insured Goods** in course of **Transit** for the purpose of storage, making-up, packing or processing;
7. delay or inadequate documentation;
8. inventory shortages or mysterious or unexplained disappearances;
9. theft or attempted theft of the **Insured Goods** from open backed, soft sided or soft topped vehicles;
10. the dishonesty of any person to whom the **Insured Goods** have been entrusted;
11. packing which was inadequate to withstand normal handling during **Transit**;
12. loss of market, loss of profit, loss of use and consequential loss of any kind;

Section 5 – Goods-in-Transit

13. **Insured Goods** left in **Unattended** vehicles unless:
    a) all doors, windows and other openings are securely locked and properly fastened and the keys are removed from the vehicle; and
    b) any alarm and immobiliser is switched on and made fully operational;

14. **Insured Goods** left in **Unattended** vehicles left loaded outside the working day of the driver, unless the vehicle is either:
    a) garaged in a securely locked building of substantial construction; or
    b) in a compound which has secure walls and fences, with all exit points secured by locked gates; or
    c) in a permanently guarded security park.

15. **Your** failure to provide proof of dispatch;

16. **Your** failure to maintain **Your** vehicles in a roadworthy condition.

Excepted Property

We shall not cover **You** in respect of **Damage** to:

1. wines, spirits, perfumes or tobacco products;

2. cameras, photographic equipment, binoculars, **Computer Equipment**, or radio, television, audio, or video equipment;

3. jewellery, watches, clocks, precious metals or stones, furs or clothing;

4. **Money**, any kind of securities for money, deeds or other documents;

5. antiques, works of art or rare books;

6. **Glass**, china, earthenware, marble, statuary or other items of a fragile or brittle nature, unless **Damage** arises as a direct result of fire, theft, collision or overturning of the conveying vehicle;

7. livestock, wildlife or exotic creatures;

8. dangerous goods as defined in the current standard conditions of the Road Haulage Association (including explosives, acids, chemicals and gases);

9. **Computer Records**;

10. **Property** temporarily removed from **Your Premises** for cleaning, renovation, repair or similar purposes.

Section 5 Extensions

Unless otherwise stated in the **Schedule** (or by Endorsement to the Policy), the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and the Policy, except where specifically varied by the terms of the Section Extension.

1. Removal of Debris

We shall pay for the necessary and reasonable costs and expenses incurred by **You** in:

a) removing or reloading the **Insured Goods**;
b) removing debris of such **Insured Goods**;
c) dismantling or breaking up such **Insured Goods**;

following the occurrence of an insured loss under this Section, provided that:

i. **Our** liability shall not exceed the limit stated in the **Schedule**;
ii. **We** shall not cover **You** for any costs or expenses in connection with seepage, **Pollution or Contamination** of any kind, or description, arising directly or indirectly from any cause.

2. Clothing and Personal Effects

We shall pay for **Damage** to clothing and personal effects of the driver or attendant arising from an accident to the conveying vehicle or trailer, whilst going about **Your Business**. The maximum amount that will be paid by **Us** under this Extension shall not exceed GBP500 any one **Occurrence**.

3. Containers, Tarpaulins and Ropes

The cover provided by this Section shall extend to apply in respect of **Damage** to containers, tarpaulins and ropes belonging to **You** whilst in or on a vehicle or trailer owned or operated by **You**. The maximum amount that will be paid by **Us** under this Extension shall not exceed GBP250 in respect of all such items.

4. Tools and Travellers Samples

The cover provided by this Section shall extend to apply in respect of **Damage** to directors', partners' or **Employees'** tools and samples whilst in or on a vehicle or trailer owned or operated by **You**. The maximum amount that will be paid by **Us** under this Extension shall not exceed GBP500.

5. Motor Vehicles

The cover provided by this Section shall extend to apply in respect of **Damage** to **Motor Vehicles** and **Race Vehicles** whilst in or on a vehicle or trailer owned or operated by **You**. No cover will apply where such vehicle is under its own power other than in the course of loading or unloading.

Section 6 – Liability

Part A – Employers Liability

The Cover

In the event of **Bodily Injury** sustained by any **Employee** during the **Period of Insurance**, which arises out of and in the course of their employment by **You** within the **Business**, and occurring within the **Territorial Limits**, **We** will indemnify **You** in respect of **Compensation** arising out of such event.

Territorial Limits

1. Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
2. elsewhere in the world in respect of Injury sustained by any **Employee**:
   a) normally resident within the territories specified in 1.; or
   b) not normally resident in the territories specified in 1. but employed by **You** domiciled in such territories under a contract of employment governed by **United Kingdom** law whilst such **Employee** is temporarily working in connection with the **Business**;

   and sustained whilst temporarily employed outside these territories provided that:

   i. any action for **Compensation** in respect of such **Injury** is brought in a court of law within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or any other member country of the European Union
   ii. this Policy does not cover any liability in respect of any amount payable under any workmen's compensation scheme or health insurance legislation except for any compensation recovery payments that may be required in Great Britain Northern Ireland the Isle of Man and the Channel Islands

Limit of Liability

1. **Our** liability for **Compensation** shall not exceed the **Limit of Indemnity**.
2. Notwithstanding anything contained in paragraph 1 above, the **Limit of Indemnity** shall not exceed GBP5,000,000 (not as otherwise shown in the **Schedule**) in the event of an act of **Terrorism** or war**.**
3. Notwithstanding anything contained in paragraph 1 above, the **Limit of Indemnity** shall not exceed GBP5,000,000 (not as otherwise shown in the **Schedule**) in respect of any event directly or indirectly arising, resulting from, in consequence of, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.

Unless otherwise stated within the Policy, or endorsed within the Policy, any costs and expenses in respect of which an indemnity is provided by Extension 2 (Defence Costs and Expenses) of Section 6 Extensions to Parts A, B and C will be included within and not in addition to the **Limit of Indemnity**.

Section 6 – Liability

Section 6 Part A Exclusions

We shall not provide indemnity against liability:

1. for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance, or security, is required by Road Traffic Act legislation or similar compulsory legislation;
2. arising **Offshore**;
3. for any amount payable under workman's compensation, social security, or health insurance legislation;
4. any medical and/or repatriation costs; or
5. in the event that **You** manufacture, mine, process, distribute, transport, test, remediate, remove, store, dispose of, sell or use asbestos, or any materials or **Product** containing asbestos.

Section 6 - Part A - Condition

Employers Liability Compulsory Insurance

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law, enacted in the **United Kingdom** , relating to compulsory insurance of liability to **Employees**. If, however**, We** pay any sum which would not have been paid but for the provisions of such law**, You** shall repay such sum to **Us**.

Section 6 Part A Extension

Unsatisfied Court Judgment

In the event that:

a) a Judgment for Damages is obtained against any company or individual, operating from premises within the **United Kingdom**, by any **Employee** in respect of **Bodily Injury** caused during any **Period of Insurance**, arising out of and in the course of their employment by **You** in the **Business**; and

b) it remains unsatisfied, in whole or in part, six months after the date of such judgment;

Judgment for Damages means a binding and enforceable award of damages or compensation and interest thereon made by a court, arbitrator, adjudicator or other arbiter of a **Claim** brought by an **Employee** against **You**.

We will indemnify the **Employee** or their personal representative, up to the **Limit of Indemnity**, for the amount of damages and awarded costs which remain unsatisfied, as long as:

i. there is no appeal or right to appeal outstanding;

ii. any payment made by **Us** shall only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this Section of the Policy;

iii. any payment made by **Us** shall only be in respect of liability for which **You** would have been entitled to indemnity under this Section of the Policy, if the judgment had been made against **You**; and

iv. **We** shall be entitled to take over and prosecute, for **Our** own benefit, any claim against any other party and **You**, the **Employee**, or their personal representatives shall give all information and assistance required.

v. the judgement was obtained from a court in the **United Kingdom**.

This Extension is subject otherwise to all other applicable terms, limits, conditions and exceptions of this Section and the Policy.

Part B – Public Liability

The Cover

In the event of accidental:

1. **Bodily Injury** to any person;
2. **Damage** to **Property**;
3. obstruction, trespass, nuisance, or interference with any right of way, air, light or water, or other easement;
4. wrongful arrest, wrongful detention, false imprisonment or malicious prosecution;

occurring during the **Period of Insurance**:

a) within the **Territorial Limits** or elsewhere in the world arising out of business visits by directors or **Employees** normally resident in the **Territorial Limits** and

b) arising from and in the course of the **Business**,

We will indemnify **You** in respect of **Compensation** arising out of such event.

Limit of Liability

Our liability for **Compensation** shall not exceed the **Limit of Indemnity**.

Unless otherwise stated within the Policy, or endorsed within the Policy, any costs and expenses in respect of which an indemnity is provided by Extension 2 (Defence Costs and Expenses) of Section 6 Extensions to Parts A, B and C, will be payable in addition to the **Limit of Indemnity**.

The Excess

We shall not indemnify **You** for the amount of the **Excess** specified in the **Schedule**.

Section 6 Part B Exclusions

We shall not provide indemnity against liability:

1. in respect of **Bodily Injury** to any **Employee**, arising out of and in the course of employment by **You** in the **Business**;
2. caused by or arising from the ownership, possession or operation by **You**, or on **Your** behalf, of any:
   a) airlines, aircraft, aerial devices, aerodromes, airports, or other aviation risks, spacecraft, launch sites or other space risks; or
   b) hovercraft or watercraft, other than hand propelled watercraft or other watercraft not exceeding eight metres in length; or
   c) mechanically propelled vehicle:
      i. for which compulsory insurance, or security, is required under any legislation governing the use of the vehicle; or
      ii. where indemnity is provided by any other insurance;
3. caused by or arising from any **Product**, after it has ceased to be in the custody or under **Your** control, or any **Employee**, other than food or drink for consumption on **Your Premises**;
4. in respect of **Damage** to **Property**:
   a) belonging to **You**; or
   b) in **Your** custody or under **Your** control, or any **Employee**, other than personal effects (including vehicles and their contents) of any of **Your** visitors, directors, partners, or **Employees**; or
   c) being that part of any **Property** on which **You**, or any **Employee** or agent of **Yours**, is or has been working, where the **Damage** arises out of such work;
5. for the **Excess** specified in the **Schedule**, other than in respect of **Damage** to **Premises** (including their fixtures and fittings) leased or rented to **You**, the **Excess** for which is stated under Extension 5 Leased Rented Premises.

Section 6 Part B Extensions

The following Section Extensions are subject otherwise to all other applicable terms, limits, conditions and exceptions of this Section and the Policy.

1. Motor Vehicles

Section 6 Part B Exclusion 2) c) shall not apply to liability caused by or arising from:

a) the use of plant as a tool of trade at **Your Premises**, or on any site at which **You** are working;

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b) the loading or unloading of any vehicle, or the bringing to or taking away of a load from any vehicle;

c) **Damage** to any building, bridge, weighbridge, road, or to anything beneath caused by vibration, or by the weight of any vehicle or its load

provided that **We** shall not provide indemnity against liability:

i. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; or

ii. for which indemnity is provided by any other insurance.

2. Motor Contingent Liability

Notwithstanding Section 6 Part B Exclusion 2) c), **We** will, within the terms of this Section, indemnify **You**, and no other for the purpose of this Section Extension, in respect of liability for **Bodily Injury**, or **Damage** to **Property**, caused by or arising from any motor vehicle or trailer attached to any motor vehicle (not belonging to or provided by **You**) whilst being used in the course of the **Business** provided that **We** shall not provide indemnity against liability:

a) in respect of **Damage** to any such vehicle, or trailer, or **Property** conveyed within such vehicle or on such vehicle;

b) for which indemnity is provided by any other insurance;

c) caused or arising whilst such vehicle or trailer is:

   i. engaged in racing, pace-making, reliability trials, or speed testing; or

   ii. being driven by **You**; or

   iii. being driven with **Your** general consent or that of **Your** representative, by any person who, to **Your** knowledge or that of other such representative, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence; or

iv. being used elsewhere than in the **United Kingdom** .

3. Movement of Obstructing Vehicles

Section 6 Part B Exclusion 2) c) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to **You**) being driven by **You**, or by any **Employee** with **Your** permission, whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians provided that:

a) movements are limited to vehicles parked on or obstructing **Your Premises**, or any site at which **You** are working;

b) the vehicle causing obstruction will not be driven by any person, unless such person is competent to drive the vehicle;

c) the vehicle causing obstruction is driven by use of the owner's ignition key;

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d) **We** shall not provide indemnity against liability:

   i. in respect of **Damage** to such vehicle;

   ii. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

4. Defective Premises Act

The indemnity provided by this Section shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any premises previously owned or occupied by **You** for purposes pertaining to the **Business** and which have since been disposed of by **You** provided that **We** shall not provide indemnity against liability:

a) for which indemnity is provided by any other insurance;

b) for the costs of remedying any defect or alleged defect in such premises.

5. Leased or Rented Premises

Section 6 Part B Exclusion 4) b) shall not apply to liability for **Damage** to **Premises** (including their fixtures and fittings) leased or rented to **You** provided that **We** shall not provide indemnity against:

a) **Contractual Liability**;

b) the first GBP500 of each and every **Occurrence** of **Damage** to **Property** caused other than by fire or explosion.

6. Buildings Temporarily Occupied

Section 6 Part B Exclusion 4) b) shall not apply to liability for **Damage** to buildings (including contents therein), which are not owned, leased or rented by **You**, but are temporarily occupied by **You** for the purpose of maintenance, alteration, extension, installation or repair.

7. Overseas Personal Liability

We will, within the terms of this Section, indemnify:

a) **You**;

b) at **Your** request:

   i. any of **Your** directors, partners, or **Employees**; or

   ii. any spouse or child of the persons stated in a), or b) i. above, who are accompanying such persons;

in respect of liability incurred by such persons in a personal capacity, in connection with an event occurring in a country outside the **United Kingdom** , whilst on a temporary visit to such country in connection with the **Business** provided that:

1. any person entitled to indemnity under this Section Extension shall, as though they were **You**, be subject to all the applicable terms, limits, conditions and exceptions of this Sectionand the Policy;
2. nothing in this Section Extension shall increase **Our** liability to pay any amount exceeding the **Limit of Indemnity**, regardless of the number of persons claiming to be indemnified;
3. **We** shall not provide indemnity against:
   a) any **Contractual Liability**; or
   b) liability for which indemnity is provided by any other insurance; or
   c) liability in respect of **Damage** to **Property** belonging to, or in the custody or under the control of any person entitled to indemnity under this Section Extension; or
   d) liability in respect of **Bodily Injury** to any person entitled to indemnity under this Section Extension; or
   e) liability caused by or arising from:
      i the ownership or occupation of land or buildings; or
      ii. the carrying on of any business, profession, trade or employment; or
      iii. the ownership, possession, or use of animals, other than horses or domestic dogs or cats.

8. Data Protection Act

The indemnity provided by this Section 6 Part B Extension shall extend to apply in respect of **Compensation** for damages arising out of any claim under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), not otherwise insured hereunder provided that:

a) **our** liability under this Section Extension, for **Compensation**, costs and expenses, shall not exceed £1,000,000 any one **Occurrence** and in the aggregate for all claims during one **Period of Insurance**;

b) **You** have registered in accordance with the terms of the said Regulation or Act, or have applied for such registration which has not been refused or withdrawn, or have paid the required fee;

c) **We** shall not provide indemnity against:
   i. liability caused by or arising from a deliberate act or omission of any person entitled to indemnity under this Section Extension, if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
   ii. the costs of replacing, reinstating, rectifying, or erasing any personal data;

Section 6 – Liability

iii. liability caused by or arising from any incident or circumstances, known to **You** at inception of this Policy, which may give rise to a claim;

iv. liability caused by or arising from the recording, processing, or provision of data for reward, or for the determining of the financial status of a person;

v. **Contractual Liability**;

vi. liability in respect of **Bodily Injury** or **Damage** to **Property**.

PART C – Products Liability

The Cover

In the event of accidental:

1. **Bodily Injury** to any person;
2. **Damage** to **Property**;

occurring during the **Period of Insurance** anywhere in the world and caused by any **Product**, **We** will indemnify **You** in respect of **Compensation** arising out of such event.

Limit of Liability

Our liability for **Compensation** shall not exceed the **Limit of Indemnity**.

Unless otherwise stated within the Policy, or endorsed within the Policy, any costs and expenses, in respect of which an indemnity is provided by Extension 2 (Defence Costs and Expenses) of Section 6 Extensions to Parts A, B and C, will be payable in addition to the **Limit of Indemnity**.

The Excess

We shall not indemnify **You** for the amount of the **Excess** specified in the **Schedule**.

Policy Trigger

The trigger applicable to Part C – Products Liability is either a), b) or c) below as specified in the **Schedule**:

a) Losses Occurring During
This applies where **Bodily Injury** or **Damage** to **Property** occurs during the **Period of Insurance**.

b) Claims Made
This applies where a **Claim** is first made against **You** during the **Period of Insurance** occurring on or after the **Retroactive Date** specified in the **Schedule** and before the Expiry Date of the policy.

Section 6 – Liability

c) Claims Made and Notified
This pplies where a **Claim** is first made against **You** and is notified to **Us** during the **Period of Insurance** or within 60 days of the Expiry Date occurring on or after the **Retroactive Date** specified in the **Schedule** and before the Expiry Date of the Policy.

However, this Operative Cover does not apply to any **Claim** that is covered under any subsequent insurance **You** acquire, or would be covered but for the exhaustion of the **Limit of Indemnity** applicable to such **Claim**.

In respect of Additional Cover 3 a) Advertising Injury, if the date of the **Occurrence** is not self-evident, it shall be treated as having occurred on the date of the first publication of material that is or is alleged to be injurious.

Section 6 - Part C - Exclusions

We shall not provide indemnity against liability:

1. in respect of **Damage** to, or the costs or expenses of recalling, repairing, replacing, altering, removing, rectifying, reinstating, or making any refund in respect of any **Product** caused by or arising from:
   a) a defect in, or the harmful nature or the unsuitability of, such **Product**; or
   b) an error or fault in connection with the sale, supply or presentation of such **Product**;
2. caused by or arising from any **Product** whilst in **Your** custody or under **Your** control, or any **Employee**;
3. caused by or arising from any **Product** which, to **Your** knowledge, is for:
   a) use in or on any aircraft, or aero spatial device; or
   b) aviation or aero spatial purposes; or
   c) use in the safety or navigation of marine craft of any sort;
4. caused by or arising from any action brought against **You**, in any country other than the **United Kingdom** or a member of the European Union, where **You** have a branch, or a parent or **Subsidiary** company, or is represented by a person or company holding **Your** power of attorney;
5. caused by or arising from any **Product** which, to **Your** knowledge, is for use in or supply to the United States of America or Canada and / or their territories or possessions.

Section 6 - Part C - Extensions

Advertising Injury

The indemnity granted by this Section 6 Part C is extended to indemnify **You** against legal liability to pay **Compensation** in respect of unintended and unexpected:

a) libel, slander or defamation;

b) infringement of copyright, title, slogan or other intellectual property rights;

c) piracy, unfair competition or idea misappropriation under an implied contract;

and/or

d) any invasion of the rights of privacy committed or alleged to have been committed during the **Period of Insurance** in any advertisement, publicity, article, internet website activity, broadcast or telecast arising from advertising activities by **You** or on **Your** behalf in connection with **Your Products**, goods or services, but **We** shall not be liable for:

   i. the failure of performance of a contract other than unauthorised appropriation of ideas based upon breach or alleged breach of the contract;

   ii. incorrect description or mistake in the price of **Products**, goods or services sold or offered for sale by **You**;

   iii. the failure of **Products**, goods or services to conform with advertised quality, performance or standards;

   iv. any material that was first published (verbally or in writing) prior to the **Retroactive Date**, if any, specified in the **Schedule**.

Our liability under this Extension shall be limited to GBP 1,000,000 any one **Occurrence** and in the aggregate, inclusive of defence costs, which shall be a part of and not in addition to the **Limit of Indemnity**.

Consumer Protection Act

We will provide indemnity to **You** and, at **Your** request, any of **Your** directors, partners, or **Employees**, in respect of legal costs and expenses, incurred with **Our** written consent, in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that:

1. the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;
2. **We** shall not provide indemnity in respect of:

   a) fines or penalties of any kind; or

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   b) any circumstances for which indemnity is provided by any other insurance; or
   c) proceedings consequent upon a deliberate act or omission of any person entitled to indemnity under this Section Extension, if the result thereof could reasonably have been expected, having regard to the nature and circumstances of such act or omission; or
   d) proceedings arising out of any activity or risk excluded from this Policy;
3. the director, partner or **Employee** shall, as though they were **You**, be subject to the terms (including the conditions and the exceptions) of this Policy insofar as they can apply.

This Extension is subject otherwise to all other applicable terms, limits, conditions and exceptions of this Section and all other Sections excluding Section 11.

Section 6 Exclusions

Excepted Causes applicable to Parts B and C only

We shall not provide indemnity against liability:

1. caused by or arising from advice, design or specification provided, or professional services rendered, by **You** or on **Your** behalf for a fee;

2. under Part B against **Contractual Liability** unless the sole conduct and control of claims is vested in **Us**, but **We** shall not in any event provide indemnity in respect of liquidated damages or liability under any penalty clause;

3. under Part C against **Contractual Liability**, other than liability arising out of a condition or warranty of goods implied or imposed by statute;

4. directly or indirectly arising out of:
   a) an alteration of, or **Damage** to; or
   b) a reduction in functionality, availability or operation of a computer system or program, **Hardware**, **Software**, firmware, data, information, repository, microchip, integrated circuit, or similar device in **Computer Equipment** or non-computer equipment, as a result of **Your** "e- activities".

   For the purpose of this exclusion, "e-activities" means any use of or **Business** undertaken by **You**, or by any person, persons, partnership, firm or company acting for **You**, or on **Your** behalf, in connection with electronic networks, including the internet and private networks, intranets, extra-nets, electronic mail, worldwide web, and similar media.

Section 6 – Liability

5. a) caused by or arising from **Pollution or Contamination**; or
   b) for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances

   unless arising from **Pollution or Contamination** which is caused by a sudden, identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the **Period of Insurance** and provided that:

   i. all **Pollution or Contamination** which arises out of such incident shall be deemed to have occurred at the time such incident takes place;

   ii. **Our** liability for all **Compensation** under Parts B and C, payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance**, shall not exceed, in the aggregate, the **Limit of Indemnity** for Part B (or Part C if Part B is not operative).

6. directly or indirectly arising out of, resulting from, in consequence of, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.

Section 6 Extensions

Applicable to Parts A, B and C

1. Costs of Court Attendance

In the event of any of the following persons attending court as a witness at **Our** request, in connection with a claim in respect of which **You** are entitled to indemnity under this Policy, **We** will reimburse **You**, at the following rates per day, for each day on which attendance is required:

a) any of **Your** directors or partners – GBP250 each;

b) any **Employee** – GBP100 each.

2. Defence Costs and Expenses

We will provide indemnity in respect of all:

a) costs incurred, with **Our** written consent, in respect of legal representation at any:

   i. coroner's inquest, or other inquiry in respect of any death;

   ii. proceedings in any court, in respect of any act or omission causing, or relating to, any **Occurrence**;

b) other costs and expenses, incurred with **Our** written consent, in relation to any matter; which may be the subject of indemnity under any applicable Part of this Section.

Section 6 – Liability

3. Indemnity to Other Persons

a) any **Principal** for whom **You** are carrying out work, productions and/or services insured under this Policy and which are under contract or agreement against liability arising out of the performance of such work by **You** and in respect of which **You** are legally liable and would have been entitled to indemnity under this Policy if the Claim had been made against **You** but only to the extent required by the terms and conditions of such contract.

b) if **You** so request any of **Your** partners, directors or **Employees** against liability incurred in such capacity and in respect of which **You** would have been entitled to indemnity under this Policy if the Claim had been made against **You** as though each partner director or **Employee** was individually named as the Insured in this Policy and provided that no indemnity will be provided to any medical or dental practitioner while working in a professional capacity as such a practitioner

c) if **You** so requests any officer or committee member or other member of **Your** canteen social sports or welfare organisations or ambulance first aid fire medical or security services against liability incurred in such capacity

d) **Your** personal representatives or those of any party constituting a) to c) above against legal liability in respect of which such party would have been indemnified under this Policy

e) if **You** so request, any third party but only in respect of Claims directly and solely caused by **Your** actions and only in respect of work, productions and/or services Insured under this Policy which are under contract or agreement against liability arising out of the performance of such work by **You** and in respect of which **You** are legally liable and would have been entitled to indemnity under this Policy if the Claim had been made against **You** but only to the extent required by the terms and conditions of such contract.

Provided that:

1. any persons specified above shall, as though they were **You**, be subject to all applicable terms, limits, conditions and exceptions of this Section of the Policy;
2. nothing in this Section Extension shall increase **Our** liability to pay any amount exceeding the **Limit of Indemnity** of the operative Part(s), regardless of the number of persons claiming to be indemnified.

4. Legal Expenses Arising from Health and Safety Legislation

In the event of:

a) any act or omission, or alleged act or omission, leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007, or similar legislation in the **United Kingdom** ;

b) an incident which results in an enquiry ordered under the Health and Safety inquiries (Procedure) Regulations 1975;

Section 6 – Liability

We will provide indemnity, up to an amount not exceeding GBP5,000,000 in any one **Period of Insurance**, against legal fees and expenses incurred in representing **You** in such proceedings, including an appeal against the result of such proceedings, as long as the proceedings relate to an act, omission, incident, or alleged act, omission or incident, which has been committed during the **Period of Insurance**, within the **United Kingdom** and in the course of the **Business.**

Applicable to Parts B and C only

5. Cross Liabilities

If **You** comprise more than one party, **We** will provide indemnity to each insured party in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this Section Extension shall increase **Our** liability to pay any amount exceeding the **Limit of Indemnity** of the operative Part(s), regardless of the number of persons claiming to be indemnified.

6. Failure To Perform

We will Indemnify **You** for **Damage** bodily injury death or disease directly or indirectly occurring during the **Period of Insurance** as a result of the failure of products manufactured or works carried out by **You** to perform their intended function provided always that no indemnity is provided to **You** in respect of financial loss which is not accompanied by bodily injury death or disease or loss of or damage to tangible property or any combination thereof.

7. Servicing Indemnity

We will indemnify **You** against legal liability for **Compensation** in respect of accidental **Bodily Injury** and accidental **Damage** to **Property** occurring during the **Period of Insurance** within the **Territorial Limits** and in connection with the **Business** and arising out of:

a) the sale or supply of new or used **Motor Vehicles** and **Race Vehicles** including manufacturer's pre-delivery checks and other work carried out prior to sale or supply and the fitting of additional accessories;

b) the sale or supply of other motor products;

c) the repair, testing, servicing, maintenance, alteration, cleaning, race preparation or inspection of **Motor Vehicles** and **Race Vehicles**.

Cover under this Extension of the Policy will apply only for legal liability resulting directly from such work.

Section 6 – Liability

8. USA / Canada Jurisdiction (applicable to Parts B and C only)

We will provide indemnity against liability in respect of any claim brought against **You** within the jurisdiction of the United States of America or Canada, or in any country or territory which operates under the laws of the United States of America or Canada, or in respect of any order made anywhere in the world to enforce a judgment, award or settlement in respect of any such claim.

Our maximum liability under this Extension is £5,000,000 any one **Occurrence** (but in the aggregate any one **Period of Insurance** for Part C), inclusive of defence costs provided by Extension 2 – Defence Costs and Expenses of Extensions applicable to Parts A, B and C, in any one **Period of Insurance**, unless a lower **Limit of Indemnity** is stated in the **Schedule**/

Excepted Cause applicable to Parts A, B and C does not apply to this Extension.

We will not be liable under this Extension for:

a) fines, penalties, punitive or exemplary damages,

b) **Pollution or Contamination,**

Section 7 – Loss of Licence

The Cover

In the event of loss of **Licence** occurring during the **Period of Insurance**, **We** will pay to **You**:

1. the depreciation in value of **Your** interest in the **Premises** or the **Business** caused by such loss; and
2. all costs and expenses incurred by **You**, with **Our** written consent, in connection with any appeal against such loss.

Limit of Liability

Our liability during the **Period of Insurance** shall not, in the aggregate, exceed the total **Sum Insured** stated in the **Schedule**.

Section - 7 – Exclusions

Excepted Causes

We shall not pay for loss, costs or expenses arising from:

1. circumstances for which **You** are entitled under legislation to claim compensation in respect of a refusal by the relevant licencing authority to renew a **Licence**;

2. a) actual or proposed compulsory acquisition of the **Premises**;
   b) any scheme of town or country planning, improvement or redevelopment;
   c) redistribution, reduction in number or extinguishment of the **Licence** as a result of war damage, whether the loss is direct or indirect;

3. any alteration, after the commencement of the **Period of Insurance**, of the legislation governing the grant, surrender, renewal, suspension, forfeiture, withdrawal or transfer of the **Licence**, unless **We** confirm in writing that the insurance will apply after such alteration;

4. failure:
   a) other than for good cause, to keep the **Premises** open during the permitted hours;
   b) to comply with any direction or requirement of the relevant licencing authority;
   c) to maintain the **Premises** in good sanitary and general repair;

5. any act, omission or failure by **You** to take all reasonable action to maintain the **Licence** in force;

6. a) alterations to the **Premises** unless such alterations have been sanctioned by the relevant licencing authority;

Section 7 – Loss of Licence

   b) any application made for the removal of the **Licence** to other premises, or any offer made to surrender or discontinue any **Licence** unless written consent has been obtained from **Us**;

7. a loss of **Licence** or any event coming to **Your** knowledge which is likely to prejudice the **Licence** unless **You** have given **Us** written notice within 24 hours of such loss or knowledge (such notice is to state, as far as **You** are able, the grounds on which any order was made, or the particulars of the relevant event. **We** shall be entitled to appeal in **Your** name against any such loss of **Licence** and shall have full discretion in the conduct of any proceedings, for which **You** shall give **Us** all such assistance as **We** may require.);

8. a) any notice, caution or complaint given or made against the **Premises**, or against the tenant, manager, occupier or **Licence** holder, or where such person has been summoned or charged with, or convicted of, or committed for trial for an offence of any kind;

   b) an application for renewal which is to be opposed, or that its consideration is adjourned or referred to any compensation authority, or where the **Licence** holder is required to give any undertaking, or if structural alterations are required;

   c) the **Licence** holder's death, bankruptcy, abscondence, or being rendered incapable by sickness or other infirmity of carrying on the **Business**;

   unless **You** have given **Us** written notice within 24 hours of receiving information, whether oral or written, of any of the circumstances set forth in a), b) or c) above and unless **You** has made all such applications, including applications to the Magistrates Court, for a protection order and generally done all such acts or things which **You** may be entitled to do under the appropriate legislation or otherwise and which are calculated or intended to prevent the loss of **Licence** as set forth in c) above.

Section 7 Conditions

1. Alterations

You shall give all such information as **We** may require, at any time and for any purpose, in connection with the insurance under this Section, and any duly authorised representative **Ours** may, at any reasonable time, enter and inspect the **Premises**.

2. Our Rights

We shall be entitled, in **Your** name, to exercise against:

a) the tenant, manager or occupier of any **Premises**; and
b) the **Licence** holder (if not the Insured);

all rights, powers and privileges available to **You** and which may be calculated to protect the **Licence** against loss, or to protect **Your** interests.

Section 7 – Loss of Licence

If any tenant, manager, occupier or **Licence** holder shall abscond or be convicted of any offence, **You** shall procure a suitable person to replace them and immediately make an application for the transfer of the **Licence**, or for a new **Licence** to be granted by way of renewal, to the person taking over as replacement.

General Conditions

Average (Underinsurance) (Applicable to Sections 1, 3 and 6 only)

Unless more specifically stated in the Policy or the **Schedule**, each **Sum Insured** shall be subject to Average. Whenever a **Sum Insured** is subject to Average, if at the time of any **Damage** such **Sum Insured** is less than the total value of such property, then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly. Section 2 has its own Special Condition relating to Underinsurance.

Change of Risk

You must give notice to **Us** as soon as practicable if there is any material alteration to the facts or matters set out in the **Schedule** or comprising the risk presentation made by **You** to **Us** at inception, renewal or variation of the Policy, including any of the following:

a) **Your** prosecution by the Health and Safety Executive;
b) the criminal conviction of a director or shareholder;
c) the undertaking of an activity not disclosed to **Us**.

Cover under Sections 1, 2 or 3 of this policy may be avoided or discontinued if:

i. **You** become the subject of voluntary or involuntary rehabilitation proceedings, or becomes the subject of an action in bankruptcy, or make or propose any arrangement with **Your** creditors which acknowledges **Your** insolvency;
ii. **Your** interest ceases other than by death;

unless its continuance be accepted by **Us** and the Policy endorsed accordingly.

Choice of Law / Jurisdiction / Disputes

Unless otherwise agreed by **Us** and **You**, this Policy shall be subject to and construed solely in accordance with the relevant law of that part of the **United Kingdom** applicable to the registered address, or principal place of **Your Business**.

Any dispute between the parties concerning this insurance, or the interpretation of the terms of this Policy, shall be resolved exclusively by the courts of that same part of the **United Kingdom** .

If there is any dispute as to which law applies, it will be the law of England and Wales.

Computer Records (Applicable to Sections 1, 2, 3 and 6 only)

You shall maintain a minimum of two generations of back-up **Computer Records** and **Software** taken at intervals no less frequently than every forty-eight hours, one copy as a minimum being held off site.
If **You** do not meet this condition, **We** may reject a claim payment or a claim payment could be reduced. In some circumstances this Policy may not be effective.

General Conditions

Insurable Interest

This Policy shall not be transferred or assigned without **Our** prior written consent.

Interpretation

In this Policy any:

a) reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time, whether before or after the date of the inception of this Policy;

b) reference to any statutory or other body shall include the successor to that body;

c) words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;

d) if any term, condition, exclusion or Endorsement, or part thereof is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

e) the headings are for reference only and shall not be considered when determining the meaning of this Policy;

f) "including" and its derivatives means without limitation.

Precautions and Reasonable Care

You shall take all reasonable precautions:

a) for the safety of and to avoid, prevent or minimise any **Damage** to the **Property Insured** or **Business Equipment**;

b) to avoid, prevent or minimise any injury to others or **Damage** to **Your Property**;

c) to prevent the sale of or supply of **Products** which are defective in any way;

which might give rise to a claim under this Policy.

You shall also:

i. comply with all statutory and other obligations and regulations imposed by any authority;

ii. maintain the **Premises**, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;

iii. exercise reasonable care in the selection and supervision of **Employees** and in the employment of competent staff;

iv. in the event of discovery of any defect or danger immediately cause such defect or danger to be made good or remedied and, in the meantime, shall cause such additional precautions to be taken as the circumstances may require.

If **You** do not meet this condition, **We** may reject a claim payment or a claim payment could be reduced. In some circumstances this Policy may not be effective.

Premium Adjustment

If any part of the **Premium** is based on estimates provided by **You**, **You** shall keep an accurate written record containing all relevant information and shall at any time allow **Us** to inspect such record. **You** shall within 90 days after the expiry of each **Period of Insurance** furnish the relevant information to **Us**, including but not limited to wage roll and turnover, as **We** may require.

The **Premium** shall then be adjusted and the difference paid by or allowed to **You**, subject to any Minimum Premium required within 30 days of receipt of **Our** adjusted premium calculations. **We** shall if required request **You** to supply an auditor's certificate attesting to the accuracy of any information furnished to **Us**.

Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as **Employees** by this Policy. Failure to declare such particulars to **Us** shall entitle **Us** to estimate, if **we** so wish, such particulars and to assess further **Premium** payment due calculated on such estimated particulars.

Security (Not applicable to Sections 7)

The following is a condition of the insurance that **You** need to meet. If **You** do not meet this condition, **We** may reject a claim payment or a claim payment could be reduced. In some circumstances **Your** Policy may not be effective.

You must ensure that:

a) where the **Premises** are protected by an **Intruder Alarm System** it must be designed, installed and maintained to British Standard BS4737 or EN50131 including as stipulated by **Us** or the Local Policy Authority British Standard BS8243 or local equivalent;

b) the intruder alarm installation and maintenance company must be both:

   i. a member of an alarm inspectorate which is accredited by UKAS to EN 45011 or EN 45012; and

   ii. accredited and operate a quality management system in accordance with EN ISO 9000;

c) the **Intruder Alarm System** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance as per the requirements of BS4737 or EN 50131 with the installing company or any other company as agreed with **Us**;

   Where remote alarm signalling is required the signal transmission must be transmitted to an alarm receiving centre fully compliant with BS5979 and operated by a company accredited and operating to a quality management system in accordance with EN ISO 9000;

d) there is no alteration to or substitution of:

   i. any part of the **Intruder Alarm System**;

   ii. the maintenance contract;

   iii. the structure of the **Premises** or changes to the layout of the **Premises** which would affect the effectiveness of the **Intruder Alarm System**;

e) the alarmed **Premises** must not be left unattended without **Our** agreement:

   i. unless the **Intruder Alarm System** is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation;

   ii. if the police have withdrawn their response to alarm activations;

f) **You** must maintain secrecy of codes for the operation of the **Intruder Alarm System** and detail of codes, and all keys to the **Intruder Alarm System** must be removed from the **Premises** when the **Premises** are left unattended;

g) **You** must appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company and either the police or the alarm receiving centre;

h) in the event of any notifications to **You** of:

   i. any activation of the **Intruder Alarm System**; or

   ii. interruption of means of communication including one or both alarm transmission systems for dual signalling systems;

   during any period the **Intruder Alarm System** is set, a **Keyholder** must attend the **Premises** as soon as reasonably practicable;

i) in the event of **You** receiving any notification:

   i. that the police attendance in response to alarm signals/calls from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed;

   ii. from a local authority or magistrate imposing any requirement for abatement of nuisance;

   iii. that the **Intruder Alarm System** cannot be returned to or maintained in full working order; and

   You must advise **Us** as soon as reasonably practical and comply with any resulting requirements stipulated by **Us**.

General Conditions

Survey

If **We** require a survey of the risk covered by this Policy as a condition of providing cover but the survey has not been completed before the Policy documents have been issued, **You** must comply with any risk improvements required as a result of the survey within the agreed time limits specified by **Us**.

We reserve the right to cancel, suspend or alter the terms applying to any part of this Policy for which cover has been provided if, as a result of the survey, the risk or any part of it is in **Our** opinion unacceptable to **Us**.

Unoccupied Buildings (Not applicable to Sections 7 Part A and C)

Immediate notice shall be given to **Us** when any **Building(s)** become(s) **Unoccupied**, or any **Unoccupied Building(s)** or portion thereof become(s) occupied, and **We** shall have the right to impose additional terms, conditions and exclusions and charge a suitable additional premium, which shall be paid by **You** if required.

Upon any **Building(s)** becoming **Unoccupied**:

a) the indemnity provided by **Us** shall only apply to **Damage** solely caused by or consequent upon, fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom;

b) the **Premises** must be secured against illegal entry, with all windows at ground level boarded or bricked up and all windows at all other floor levels firmly secured so as to prevent unauthorised entry;

c) all mains services must be disconnected and all water pipes and tanks drained down;

d) all letterboxes sealed to prevent insertion of any materials or liquids;

e) the **Premises** kept clear of all moveable combustible material;

f) **You**, or an authorised **Employee** or **Your** appointed agent, must inspect the **Premises** at least once each week and

    i. all defects in maintenance or security be rectified immediately;
    ii. records of these inspections kept and be made available for examination by **Us**;

g) no refurbishment or renovation work will be carried out, unless previously agreed by **Us**.

General Exclusions

We shall not indemnify **You** against or make any payment to **You** in respect of:

1. Asbestos (Not applicable to Sections 6 and 7)

liability arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos.

2. Biological or Chemical Materials Exclusion

loss, **Damage**, cost or expense 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.

3. Communicable Disease Exclusion

Damage, loss, **Business Interruption**, claim, cost, expense or other amount, directly or indirectly caused by, contributed to by, or arising out of or in connection with:

a) a **Communicable Disease**;

b) the fear or threat (whether actual or perceived) of a **Communicable Disease**;

c) any action taken, restrictions imposed or advice or instructions given by any competent authority (including, but not limited to, the Police or other emergency services, local or national government, statutory bodies or professional or regulatory bodies) in connection with the investigation, suppression or prevention of either a **Communicable Disease** or the feared or potential spread of a **Communicable Disease**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto and subject to the provisions below.

For the purposes of this Exclusion, **Damage**, loss, **Business Interruption**, claim, cost, expense or other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

a) for a **Communicable Disease**, or

b) any **Property Insured** that is affected by such **Communicable Disease**.

This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

4. Consequential Loss

Consequential loss of any kind or description except:

a) as may be insured by Sections 2 or 6 of this Policy; or

b) loss of Rent when such loss is included in the cover under Sections 1, 2 or 6 of this Policy; or

c) **Business Interruption** following **Computer Breakdown**, to the extent covered when Special Extension 1 to Section 1 of this Policy is operative;

5. Cyber

a) **Cyber Loss** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Loss**; and

b) **Damage,** loss, **Business Interruption**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, or arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;

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

However:

i. paragraph a) above will not apply to any **Damage** to **Property Insured** and resulting **Business Interruption** under this Policy caused by any fire or explosion directly and solely caused by a **Cyber Event** although paragraph a) will continue to apply where the **Cyber Event** is itself caused by a **Cyber Act**;

ii. paragraphs a) and b) above will not apply to any **Damage,** loss, **Business Interruption**, cost or expense for which **We** would otherwise indemnify **You** under the 'Computer Breakdown' extension of Section 1 (if applicable)**,** although paragraphs a) and b) will continue to apply where the **Damage,** loss, **Business Interruption**, cost or expense is directly or indirectly caused by a **Cyber Act**.

Paragraph b) above will be subject to the proviso that, should **Data Processing Media** owned or operated by **You** suffer **Damage** insured by this Policy, then this Policy will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Electronic Data**. If such media is not repaired, replaced or restored the basis of valuation will be the cost of the blank **Data Processing Media**. However, this Policy excludes any amount pertaining to the value of **Electronic Data**, to **You** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled, other than to the extent that such cover is provided under the 'Computer Breakdown' extension of Section 1 (if applicable).

This Exclusion does not apply to a claim that would otherwise be covered under the Employers' Liability Section of this Policy. This cover is limited to the first GBP 5,000,000 of any one claim or series of claims arising out of any one **Occurrence** (inclusive of defence costs).

6. Fire Protections (applicable to Sections 1 and 6 only)

any loss, **Damage**, destruction or **Business Interruption** of any kind resulting from or in connection with:

a) **Your** failure, where **We** require that the **Premises** are protected by an automatic fire alarm installation, to:

i. carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed;

ii. carry out the maintenance procedures specified by the manufacturers of the equipment;

iii. notify **Us** immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for twelve hours or more;

iv. record details of all events such as alarm faults, tests, maintenance and disconnections and keep such details available for examination by **Our** representatives;

b) the failure to keep all fire break doors and shutters closed at all times, unless in constant use during working hours, or the failure to maintain such doors and shutters in efficient working order;

c) **Your** failure, where **We** require that the **Premises** are protected by an automatic sprinkler system, to ensure the system is:

i. maintained in good working order;

ii. in full and effective operation unless otherwise agreed by **us**;

iii. under a contract for maintenance and half yearly inspections with engineers approved by **Us** and any defects, faults or shortcomings revealed by such tests are immediately rectified unless otherwise agreed by **Us**;

iv. tested by **You** in accordance with **Our** requirements and the Sprinkler Test card provided by **Us**;

throughout the currency of this Policy.

7. Microorganism (not applicable to Sections 6 and 7)

any loss, **Damage**, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores, or other microorganism of any type, nature, or description, including any substance whose presence poses an actual or potential threat to human health. This Exclusion applies regardless whether there is

a) any physical loss or **Damage** to insured property;

b) any insured peril or cause, whether or not contributing concurrently or in any sequence;

c) any Loss of use, occupancy, or functionality; or

d) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

8. More Specific Insurance (applicable to Sections 1 to 6 inclusive)

any loss or destruction of or **Damage** to any **Property** more specifically insured by **You** or on **Your** behalf;

General Exclusions

9. Northern Ireland (applicable to Sections 1 to 5 inclusive)

any loss or destruction of or **Damage** to any **Property** in Northern Ireland, or loss resulting therefrom, caused by or happening through or in consequence of:

a) civil commotion;

b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**.

In any action, suit or other proceedings where **We** allege that by reason of this Exclusion any loss, destruction or **Damage** is not covered by this insurance (or is covered only up to a limit as stated in the **Schedule**), the burden of proving that such loss, destruction or **Damage** is covered (or is covered beyond that limit) shall be upon **You**.

10. Nurburgring and Nordschleife

Any **Damage**, **Business Interruption** or liability arising from the use of any **Motor Vehicle** being driven on the Nurburgring or Nordschlefe circuits in Germany.

11. Pollution (applicable to Sections 1 to 6 inclusive)

any loss, **Damage**, destruction or **Business Interruption** resulting from pollution or contamination, but this exclusion shall not apply to **Damage** insured under Section 1 or **Business Interruption**, insured under Section 2, caused by:

a) pollution or contamination which itself results from a **Defined Peril**;

b) a **Defined Peril** which itself results from pollution or contamination.

12. Radioactive Contamination

any loss or destruction of or **Damage** to any **Property**, or any loss or cost or expense whatsoever, any **Business Interruption** or any legal liability directly or indirectly caused by, or contributed to by, or arising from:

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

With regard to Section 6 Part A (Employers Liability) this Exclusion shall apply only when **You**, under a contract or agreement, have undertaken to indemnify another party or assume the liability of another party for liability which would not have attached in the absence of such contract or agreement;

13. Terrorism

any loss, **Damage**, injury, legal liability cost or expense of whatsoever nature, directly or indirectly caused by, or contributed to by, or arising from or in connection with:

a) any act of **Terrorism**, regardless of whether there is another cause which may have contributed concurrently or in any sequence;

b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If **We** allege that by reason of this Exclusion any loss, **Damage**, injury, legal liability, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon **You**;

14. Vehicles

any **Damage, Business Interruption** or liability arising from the use of any vehicle that is not designed to run solely on terra firma.

15. War

any event which is the result of any of the following, or anything connected with any of the following, whether or not the event has been contributed to by any other cause or event:

a) war, hostile or warlike action in time of peace or war (whether or not declared) including action in hindering, combating or defending against an actual, impending or expected attack;

   i. by government or sovereign power (legal or illegal) or by any authority maintaining or using military, naval or air forces, or any other armed forces or militia; or

   ii. by military, naval or air forces, or any other armed forces or militia; or

   iii. by an agent of any government, power, authority or force;

b) any weapon of war employing nuclear or radioactive force or contamination whether in time of peace or war (whether or not declared), whether or not its discharge was accidental; This Exclusion will not apply to damage or consequential loss occasioned by the detonation of munitions of war or their parts within 1,000 metres of the **Premises** provided that the presence of munitions does not result from a state of war current at the time of detonation.

c) insurrection, rebellion, or action taken by government authority in hindering, combating, or defending against an occurrence, seizure or destruction.

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