

Equine Association Combined Insurance Policy



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1 About your Policy

Your Policy is made up of Sections prepared from a proposal form or declaration or statement of fact provided by You or from

Your instructions or any information in connection with this insurance provided to Your insurance adviser

The Policy Introduction explains the insurance provided under this contract

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should to be read in conjunction with the Policy Definitions Conditions and Exclusions

An Endorsement forms an addition to the Section and varies the insurance provided by the Section

The Schedule and any Endorsement should be read together for precise details of Your insurance protection

Please take care to review all documentation carefully to ensure that the information provided accurately reflects your circumstances and that the cover provided suits your requirements

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require you to take action

Policy Introduction

This Policy is a contract between You and the insurer

In deciding to accept this insurance and in setting the terms and premium we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out make changes to and renew your policy

When we are notified of a change we will tell you whether this affects your policy for example whether we are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy

If we are not able to accept the change and it becomes necessary to cancel this insurance we will do so as described within the cancellation conditions contained within the policy

Please read the whole document carefully it is arranged in different sections It is important that

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover;
- you understand your own duties under each section and under the insurance as a whole.

Please contact your Coverholder/Broker immediately if this document is not correct or if you would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be

The insurer will indemnify You following Your payment of the premium within the operative Section Definitions terms Conditions and Exclusions Schedule and Endorsement as stated in the Insurance provided and Limit of Liability occurring in connection with Your Business during the Period of Insurance

The Policy Introduction Sections Definitions terms Conditions and Exclusions Schedule and Endorsements are to be read as one document

Any word or phrase stated as a Definition has the same meaning throughout the Policy terms Conditions and Exclusions

Schedule and any Endorsement unless the Section Definitions terms Conditions and Exclusions Schedules or any Endorsement state otherwise

Any Item and or Limit and or Sum Insured and or Total Sum Insured and or Limit of Liability stated in a Section Schedule or any Endorsement is exclusive of Excess

Please note that You are required to inform Your insurance advisor immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance and failure to do so may invalidate Your Policy or result in the Insurance provided not operating fully

You should contact Your insurance advisor if You are in any doubt as to whether a fact is material or not

Authorised Signatory

Aaron Crombie

Underwriting Director

Pen Underwriting (Delegated)

Complaints

At Pen Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:

Pen Underwriting Limited Complaints 7th Floor Spectrum Building

55 Blythswood Street Glasgow G2 7AT

Telephone: 0141 285 3539

Email: pencomplaints@penunderwriting.com

Further details of Our internal complaint-handling procedures are available on request.

You can also contact Your Insurer, contact details can be found in The Schedule.

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 0234567 (for landline users)

Telephone: 0300 1239123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

You can visit the website at www.fscs.org.uk or write to:

Financial Services Compensation Scheme

7th Floor

Lloyd's Chambers Portsoken Street London

E1 8BN

Identity of Insurers

Markel International Insurance Company Limited:

Registered in England number 966670

Registered address: 20 Fenchurch Street, London, EC3M 3AZ

Authorised by Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

How to make a claim

To report any claims for all insured sections please contact:

SEIB Insurance Brokers Ltd

South Essex House

North Road

South Ockendon

RM15 5BE

Telephone: 01708 850000

Email: claims@seib.co.uk

Policy Conditions

Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

- 1) Your interest ceases except by death
- 2) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- 3) the risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing

Misrepresentation Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay
$$X = \text{premium charged} \div \text{the premium that would have been charged if You made a fair presentation of the risk} \times 100$$
- 4) if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance We may terminate this Policy with effect from date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and We shall be entitled to retain all premiums paid in respect of the Policy

Cancellation

1) Your rights

You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later

You may exercise this right by writing to Your insurance adviser or Us instructing cancellation

This right does not apply at the first or any subsequent renewal of this Policy

2) Our rights

We may cancel this Policy at any time by providing You with 14 days notice of cancellation by recorded delivery letter to Your last known Business address

3) Return of premium

If this Policy is cancelled under the terms of 1) or 2) above and during the current Period of Insurance there have been no

1) claims made under this Policy for which We have made a payment

2) claims made under this Policy which are still under consideration

3) Events likely to give rise to a claim but yet to be reported to Us

You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired Period of Insurance or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with Policy

Condition Premium Adjustment

If a claim has been submitted or there has been any Events likely to give rise to a claim during the current Period of Insurance no refund of premium for the unexpired Period of Insurance will be given

4) Certificate of insurance

If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover

Claims (Action to be taken by You)

Not applicable to the Business Interruption Section or Loss of Licence Section or Goods in Transit Section

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will

1) give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event

2) notify Us and the police immediately that it becomes evident any Damage has been caused by Specified Perils 6) Malicious Persons and or 16) Theft or Attempted Theft or relates to loss of Money and take all practical steps to discover any guilty person and to trace and or recover the Property insured or Money

3) deliver to Us at Your own expense within 30 days after the Event of Damage giving rise to a claim or 7 days in the Event of Damage being caused by Specified Perils 5) Riot Civil Commotion Strikers Locked-out Workers and or 6) Malicious Persons or such further time as We may allow

a) full information in writing of the Property lost destroyed or Damaged and of the amount of Damage

b) details of any other insurances on any Property hereby insured

c) all such proofs and information relating to the claim as may be reasonably required

d) if requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details

4) provide all additional information We may require within the time stipulated by Us

5) forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto

6) give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry

7) at all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre-action protocols as may be in force

8) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

Claims (Our Rights)

Not applicable to Liability Section

It is a condition precedent to any liability of Ours to make any payment under Policy that in the Event of Damage for which a claim

is or may be made to Us and any person authorised by Us may without hereby incurring any liability or diminishing any of Our rights under this Policy

1) enter any site or Premises where Damage has occurred and take and keep possession of the Property insured

2) deal with any salvage as it deems fit but no Property may be abandoned to Us if We elect or become bound to reinstate or

replace any Property You shall at Your own expense produce and give to Us all such plans documents books and information as We shall reasonably require

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

Claims (Conduct and Control)

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without Our written consent

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require

Claims (Contribution)

Not applicable to Liability Section

If at the time of any Damage there is any other insurance effected by or on Your behalf covering any of the Property lost or Damaged Our liability hereunder shall be limited to its rateable proportion of such Damage

For sections C-H

If at the time of any claim there is any other valid and collectible insurance available to the insured or any other insured party other than insurance that is specifically stated to be in excess of this policy and names the insured for the insurance, then the insurance afforded by this policy will be in excess of and will not contribute with such other insurance.

Claims (Reinstatement)

If at Our option any Property is to be reinstated or replaced You will at Your own expense provide all such plans documents books and information as may be reasonably required

We will 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 Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

Claims (Subrogation)

Any claimant under this Policy shall at the request and expense of Us take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by Us

Premium Adjustment

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us

At Our request You shall supply an auditors certificate in support of such particulars

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

Protections

Not applicable to the Liability Section

You shall ensure that

1) all protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by Us shall be in full operation securing the Premises whenever the Premises are closed for Your Business or left unattended

2) any keys for the Premises and or intruder alarm installation and or safes and or strongrooms and or any other secured area or

device in which Property insured is kept are removed from the Premises whenever the Premises are closed for Your Business or left unattended

3) awareness of codes for the operation of the intruder alarm installation is restricted to authorised persons and no details of the same are left on the Premises

The codes shall be changed immediately following the departure from the Your Business of an authorised person

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Reasonable Precautions

You shall take all reasonable precautions

1) to prevent any Event which may give rise to a claim under this Policy

2) to maintain Your Premises and machinery and everything used in Your Business in proper repair

3) in the selection and supervision of Employees

4) to comply with all statutory and other obligations and regulations imposed by any authority

5) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Subjectivity

1) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You

1.1) providing Us with any additional information requested by the required date(s)

1.2) completing any actions agreed between You and Us by the required date(s)

1.3) allowing Us to complete any actions agreed

2) If We require You must allow Us access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s)

Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option

a) modify the premium

b) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions

c) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)

d) exercise Our right to cancel the Policy

e) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

We will contact You or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by Us will take effect

Our requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If You disagree with Our requirements and or decisions We will consider the Your comments and where We consider appropriate We will continue to negotiate with You or Your insurance adviser and or representatives to resolve the matter to the Your and Our satisfaction In the event that the matter cannot be resolved

1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

2) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy

Condition Cancellation 3) Return of premium applies

The above Condition does not affect Our rights at Common Law

Rights of Third Parties

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

Assignment

You shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without Our prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of this Policy

Data Protection

PEN UNDERWRITING LIMITED

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

SEIB INSURANCE BROKERS LIMITED

DATA PRIVACY NOTICE

Your privacy is important to SEIB. SEIB will process **Your** personal data in accordance with the applicable data protection law.

The data controller in respect of any personal data which may be held about **You** or processed is SEIB who **You** can contact via the Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850 000 or email dataprotection@seib.co.uk

SEIB process **Your** personal data for the purposes of offering and carrying out insurance related services to **You** or to an organisation or other persons which **You** represent. **Your** personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing **Your** personal data with, and obtaining information about **You** from, SEIB's group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and SEIB's regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that **Your** personal information is protected.

SPECIAL CATEGORIES OF DATA

In order to provide **Your** insurance Policy or when making a claim, SEIB may need to collect or process information relating to **Your** or a dependant's health or criminal convictions. As this is 'sensitive personal data' SEIB are required to obtain **Your** consent to process this information. If **You** do not consent to SEIB processing this information SEIB may be unable to provide **Your** insurance Policy or process any claim. **You** are entitled to withdraw this consent at any time. However, withdrawing **Your** consent may mean SEIB are unable to continue providing **Your** cover meaning **Your** insurance Policy may be cancelled. **Your** Policy terms and conditions set out what will happen in the event **Your** Policy is cancelled.

Where SEIB have **Your** consent, SEIB may market their services to **You** or provide **Your** personal data to their related companies or business partners for marketing purposes. **You** can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting SEIB.

FRAUD PREVENTION

SEIB may check **Your** details with various fraud prevention and credit reference agencies. If **You** make a claim, SEIB will share **Your** information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB may appoint loss adjusters or external investigation services to act on SEIB's behalf.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies including Claims and Underwriting Exchange, run by MIB and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

FURTHER INFORMATION

For further information on how **Your** personal data is used and **Your** rights in relation to **Your**

personal data please refer to SEIB's Privacy Policy at www.seib.co.uk/about-us/privacy-policy or contact SEIB's Data Protection Officer.

Several Liability

Our liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of Insurers. We are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co-Insurer who for any reason does not satisfy all or part of its obligations.

General Policy Exclusions

War and similar risks

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss

2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability

2.1) war invasion act(s) of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority

2.2) any action taken in controlling preventing suppressing or in any way relating to 2.1) above

Radioactive and Other Contamination

Not applicable to Terrorism Section

We shall not provide indemnity under this Policy in respect of any

1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss

2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

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

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

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

e) any chemical biological biochemical or electromagnetic weapon provided that

i) in respect of the Employers' Liability Subsection of the Liability Section or paragraphs a) and b) above shall only apply when You under a contract have

1) undertaken to indemnify another party

2) assumed liability which would not have attached in the absence of such contract

ii) paragraphs c) d) and e) above shall not apply to the Liability Section

Terrorism

Not applicable to Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from

1) Terrorism occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

2) any act including but not limited to the use of force or violence and or the threat thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear occurring other than in England Wales and Scotland

Including any Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 1) or 2) above

3) any act of Terrorism regardless of any cause or event contributing concurrently or in any other sequence to such act of Terrorism

In any action suit or other proceedings where We allege that any Damage cost or expense is not covered the burden of proof that such Damage cost or expense is covered shall be upon You

In the event that any part of this Exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect

Date Recognition

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss

2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any

2.1) computer data processing equipment or media Microchip integrated circuit or similar device or

2.2) other equipment or System for processing storing or retrieving data or

2.3) computer software whether Your Property or not to

- a) recognise correctly any date as its true calendar date
- b) capture save retain or correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date
- c) capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date but indemnity shall apply under all Sections except the Employers' Liability Subsection of the Liability Section or in respect of subsequent Damage which itself results from Specified Perils 1) – 7) and or 9) – 13) and or 16) other than Theft or Attempted Theft by Employee but only where such Specified Perils are not stated to be otherwise excluded in the Schedule and Damage would otherwise be the subject of indemnity thereunder

Loss of Electronic Data

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from any Damage destruction distortion erasure corruption or alteration of Electronic Data arising from any cause whatsoever including but not limited to Virus or any loss of use reduction in functionality cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or Event contributing concurrently or in any sequence to the Damage destruction distortion erasure corruption alteration reduction cost or expense provided that this Policy Exclusion shall not apply to the indemnity provided under the
 - a) Material Damage Section in respect of Damage to Property insured directly caused by Specified Perils 1) – 5) and or 7) and or 9) – 13) except where such Specified Perils not stated to be otherwise excluded in the Section Schedule and Damage would otherwise be the subject of indemnity thereunder
 - b) Public and Products Liability Subsections of the Liability Section against legal liability in respect of accidental
 - i) Bodily Injury to any person
 - ii) wrongful arrest wrongful detention false imprisonment or malicious prosecution

Sanction Limitation and Exclusion

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any member of Our group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country

Sanctions

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

Northern Ireland

Not applicable to the Liability Section

We shall not provide indemnity under this Policy in respect of destruction or Damage or consequential or inevitable loss for such Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Specified Perils 5) Riot Civil Commotion

Cyber

This Policy does not apply to or include legal liability:

For loss, damage, liability or expense caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

2 Insured section A - Commercial Property

2.1 Commercial property insurance

2.1.1 Accidental damage

If there is accidental **damage** to the **property insured**, the **insurer** will at its option indemnify the **insured**, reinstate or replace the **property insured** or any part thereof provided that:

- a) **damage** occurs during the **period of insurance** and arises from an **insured peril** that is not otherwise subject to an exclusion; and
- b) the **property insured** is located at an **insured's premises** within the **territorial limits**; and
- c) the liability of the **insurer** under this **Insured section A** will not exceed the **sum insured** or the **limit of liability** as applicable and stated in the **schedule**; and
- d) unless expressly stated to the contrary cover granted by clauses 2.1 to 2.3 to this **insured section A** do not increase the **sums insured** or the **limit of liability**. Any sub-limits stated form part of and are not additional to the **sums insured** or the **limit of liability**.

2.1.2 Capital additions

Except for **stock and materials in trade** and provided that the **insured** pays an appropriate additional premium on demand from the **insurer**, **property insured** includes:

- a) any **buildings** and other **property insured** acquired or erected after inception of this **policy** anywhere within the **territorial limits**; and
- b) alterations, additions and improvements to **buildings** and **property insured** but excluding appreciation in value.

provided that the **insured** advises the **insurer** as soon as practicable of any such **property insured** or **buildings** acquired and/or erected after inception of this **policy** and, in addition, of any alterations, additions and improvements at each **premises** that increase the value insured.

The **insurer's** liability under this Capital additions clause will be in addition to the **sum insured** or **limit of liability**, but the **insurer's** total liability for such amount payable under this Capital additions clause will not exceed GBP500,000 in the aggregate during the **period of insurance**.

2.1.3 Glass, glass surrounds and washroom facilities

To the extent that they are present at the **premises**, and for the purposes of clause 2.1.3 (a) - (d) excluding stock in trade, **property insured** includes:

- a) fixed glass, including polycarbonate and other synthetic substitutes, and fixed glass in showcases, shelves, counters and display cabinets;
- b) window and door frames;
- c) fixed wash basins, lavatory bowls, cisterns, baths, shower trays and shower screens or cabinets;
- d) neon, plastic or decorative signs;
- e) goods incidental to the **business** damaged by breakage of glass if not insured elsewhere in this section, owned by the **insured** or for which the **insured** is responsible.

2.1.4 Metered water

The **insurer** will pay to the **insured** any charges that the **insured** is responsible for and unable to recover from any other party, in respect of loss of metered water or gas, provided that:

- a) loss of water or gas is due to **damage** at the **premises** which is covered as accidental **damage** under clause 2.1.1.
- b) the lost water or gas is measured by the utility meter; and
- c) the **insured** maintains a record of readings from the utility meter at intervals of not more than ninety (90) days; and
- d) the **insurer's** liability in respect of any one insured **premises** is limited to such excess water or gas charges demanded by the utility undertaking in consequence of **damage** and will not exceed GBP10,000 in all.

2.1.5 Rent

The **insurer** will pay to the **insured** an amount for **rent** if it is specified in the **schedule** as being payable in respect of any **building** covered by this **insured section A**, but only if the **buildings** are, or any part thereof is, unfit for **occupation** in consequence of accidental **damage** which is covered under clause 2.1.1 provided that the liability of the **insurer** will not exceed such proportion of the **sum insured** on **rent** as the period necessary for reinstatement bears to the term of **rent** stated in the **schedule**.

2.1.6 Theft damage to buildings

If the **insured** is responsible for the cost of **damage** to buildings that are not insured by the **policy**, the **insurer** will pay to the **insured** an amount in respect of **damage**, arising from theft or any attempted theft, to

- a) buildings,
- b) security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings' walls gates fences fixed poles or fixed pylons at the **premises**,

except that the **insurer** will not be liable for any amount in excess of GBP50,000 during any one **period of insurance**.

2.1.7 Valuables

The **property insured** under the heading of **machinery, plant and all other contents** includes gold, silver, jewellery, precious stones, works of art, rare books, sculptures, curios and collections for an amount not exceeding GBP10,000 in the aggregate or larger amount as is specified in the **schedule**.

2.1.8 Deterioration of stock covered

In event of food while contained within refrigerating units suffering deterioration or putrefaction due to or arising from **change of temperature** or **contamination** caused by accidental leakage of refrigerant or refrigerant fumes from the unit then the **insurer** will pay the **insured** the value of food at the time of its deterioration, putrefaction or contamination providing that:

- a) the food is the property of the **insured** or held in trust for which they are responsible;
- b) the deterioration, putrefaction or contamination occurs during the **period of insurance**.

In respect of each occurrence of deterioration, putrefaction or contamination the liability of the **insurer** under this **insured section** will not exceed GBP2,500 or such increased **limit of liability** as may be stated in the **schedule**.

i)

2.1.9 Decontamination and / or decommissioning

Costs and expenses necessarily incurred by the **insured** with the consent of the **insurer** in decontamination and / or decommissioning of **property insured** following **damage** whether property has been **damaged** or not, except:

- a) the **insurer** will not be liable for any cost and expenses incurred in removing debris

- b) the **insurer** will not be liable for any **cost and expenses** arising from **pollution** or contamination of property not insured by this **insured section A**
- c) the liability of the **insurer** for such **costs and expenses** will not exceed GBP GBP10,000 in the aggregate during the **period of insurance** or such other amount as may be stated in the **schedule**.

2.1.10 **European Union and public authorities**

In respect of **buildings, machinery, plant and all other contents** and **office contents**, the additional cost of reinstatement of the **damaged property insured** as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any municipal or local authority or European Union directive except that the amount recoverable under this clause will not include:

- a) the cost incurred in complying with any such regulations, bye-laws or directive:
 - i) in respect of **damage** occurring prior to inception;
 - ii) in respect of **damage** not insured by this **insured section A**;
 - iii) under which notice has been served upon the **insured** prior to the happening of the **damage**;
 - iv) in respect of undamaged **property insured** or undamaged portions of **property insured** other than foundations (unless foundations are specifically excluded from the insurance by this **insured section**) of that portion of the property **damaged**;
- b) the additional cost that would have been required to make good the property **damaged** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations, bye-laws or directives 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 the owner thereof by reason of compliance with any of the aforesaid regulations, bye-laws or directives
- d) if the liability of the **insurer** in respect of any item of **property insured** apart from this clause is reduced by the application of any of the terms and conditions of this **insured section** the liability of the **insurer** under this clause in respect of any such **property insured** will be reduced in like proportion;
- e) the **insurer** will have no liability under this clause unless the work of reinstatement is commenced and carried out with reasonable despatch (which may be carried out upon another site and in any manner suitable to the requirements of the **insured** subject to the liability of the **insurer** not being thereby increased).
- f) the total amount recoverable under this clause in respect of any item of **property insured** will not exceed the applicable **sum insured** or **limit of liability**.

2.1.11 **Fire extinguishment expenses and emergency services damage**

An amount for:

- a) extinguishment expenses reasonably incurred by the **insured** in order to minimise **damage**;
- b) expenses incurred in recharging or repairing **damage** to any gas or sprinkler fire extinguishment system;
- c) damage to lawns gardens playing surfaces and landscaped areas car parks private roads and pathways at the **premises** caused by emergency service vehicles while attending an incident involving **damage** for which the **insurer** has accepted a claim under this **insured section**;
- d) costs and expenses reasonably incurred by the **insured** to upgrade or improve any gas or sprinkler fire extinguishment rendered necessary to comply with

regulation introduced after the installation of the original system following an incident involving **damage** for which the **insurer** has accepted a claim under this **insured section A**;

except that the **insurer's** liability for costs and expenses relating to:

- i) a), b) or c) above and **damage** will not exceed GBP20,000; or
- ii) d) above will not exceed GBP100,000,

during any one **period of insurance**.

2.1.12 Glass, glass surrounds and washroom facilities

Reasonable expenses the **insured** incurs with the **insurer's** consent for the cost of boarding up necessary before the replacement of **damaged** glass; the replacement or reinstatement of frames or glass supports arising from the **damage**; the reinstatement of intruder alarm protection equipment if the **damage** includes breakage of the glass to which it is fixed; the contents of display windows and cabinets if the **damage** includes breakage of such display windows and cabinets; and if not insured elsewhere in this **insured section**, **damage** to lettering or other ornamental work, and the removal or replacement of fixtures and fittings in order to replace the glass as a result of the breakage.

2.1.13 Lock replacement

The reasonable cost of replacing external locks, safe or strong room locks at the **premises** following theft of keys from the **premises**, the **insured's** home or the home of any authorised employee, or, following a hold-up while the keys are in the **insured's** personal custody or that of any authorised employee:

except that the **insurer** will not be liable for any amount in excess of GBP2,500 for any one claim.

2.1.14 Machinery re-erection

To the extent that the **property insured** includes machinery, the cost of re-erection and re-setting of the machinery as a direct result of **damage** insured by this **insured section**.

2.1.15 Temporary repairs following damage

Following **damage** at the **premises**, the reasonable cost of boarding-up of fixed glass in windows, doors, fan lights and skylights that is necessary to make the building secure; the installation of temporary doors made necessary for weather-proofing or securing the building; weather-proofing buildings and securing the site.

2.1.16 Trace and access

Costs necessarily and reasonably incurred with the consent of the **insurer** in locating the source of any escape of water from any fixed water services, heating installation or fuel oil used for domestic purpose only including the repair to walls, floors or ceilings necessary as a direct result of the location work except that the **insurer** will not be liable:

- a) Under clauses 2.2.1 or 2.2.9 for the cost of repairs to any fixed domestic water services or heating installation; or
- b) for any amount in excess of GBP25,000 during any one **period of insurance**.

2.1.17 Transfer expenses – goods in transit

Subject always to exclusion 2.4.18, the insurance provided by this **insured section A** will include additional **costs and expenses** reasonably and necessarily incurred by the **insured** in transferring the **goods in transit** to another vehicle, or reloading on the original vehicle for onward delivery or return to the point of origin and removal of debris due to fire, explosion, collision or overturning of the carrying vehicle, subject to a limit of GBP1,500 any one event.

2.2 Property cover away from premises

The **insurer** will pay to the **insured**:

2.2.1 Documents removal

If the **schedule** states that **machinery plant and all other contents** are insured by this **insured section A** the reasonable **costs and expenses** of reinstating **documents** where reasonably possible, in the event that **documents** are **damaged** while temporarily removed to any **premises**, not in the **insured's** occupation, or in **transit** by road, rail or inland waterway except that the **insurer** will not be liable for:

- a) **damage** that occurs during temporary removal or **transit** outside the European Union;
- b) **damage** that is recoverable under any other insurance or in any other way;
- c) **damage** caused by theft or attempted theft but this exclusion will not apply where the theft or attempted theft takes place from a building or a hard covered motor vehicle and the theft or attempt theft meets the following conditions:
 - i) if the theft or attempted theft takes place from a building the theft or attempted theft must involve entry to or exit from the building by violent and forcible means or must arise from robbery or attempted robbery; or
 - ii) if the theft or attempted theft takes place from a hard covered motor vehicle (not being any soft-top or open-top motor vehicle) belonging to or under the control of the **insured** the vehicle must be:
 - I. occupied by the **insured** or employee of the **insured**; or
 - II. if unattended all doors windows and other means of entry must be closed and locked and all keys must be removed to a place of safety; and
 - III. when the vehicle is left unattended between the hours of 9pm and 6am the vehicle must be parked in a securely locked building or garage or in a security compound that is permanently manned and protected by a controlled security barrier or the vehicle is fitted with an immobiliser approved by the **insurer** and brought into operation;
- d) any amount in excess of GBP250,000, any one claim.

2.2.2 Exhibition and Trade Fairs

For **damage to property insured** while at exhibitions and trade fairs including **transit** anywhere in the European Union (including air and sea **transit** within the European Union territories on recognised passenger and freight carriage routes unless more specifically insured) except that the **insurer** will not be liable for:

- a) **damage** to livestock and **horses**;
- b) **damage** caused by theft or pilferage by an **employee** either as a principal or accessory;
- c) **damage** resulting directly from defective packing faulty assembly or dismantling;
- d) **damage** recoverable under any other insurance or in any other way;
- e) **damage** caused by theft or attempted theft but this exclusion will not apply where the theft or attempted theft takes place from a building or a hard covered motor vehicle and the theft or attempt theft meets the following conditions:
 - i) if the theft or attempted theft takes place from a building the theft or attempted theft must involve entry to or exit from the building by violent and forcible means or must arise from robbery or attempted robbery; or
 - ii) if the theft or attempted theft takes place from a hard covered motor vehicle (not being any soft-top or open-top motor vehicle) belonging to or under the control of the **insured** the vehicle must be:
 - I. occupied by the **insured** or employee of the **insured**; or

- II. if unattended all doors windows and other means of entry must be closed and locked and all keys must be removed to a place of safety; and
- III. when the vehicle is left unattended between the hours of 9pm and 6am the vehicle must be parked in a securely locked building or garage or in a security compound that is permanently manned and protected by a controlled security barrier or the vehicle is fitted with an immobiliser approved by the **insurer** and brought into operation;

f) any amount in excess of GBP10,000 any one claim.

2.2.3 Temporary removal

For **damage** which would otherwise have been covered under clause 2.2.1 to **property insured** while temporarily removed from the **insured's premises** for cleaning, renovation, repair or similar purpose, elsewhere on the same or to any other **premises** except that the **insurer** will not be liable for:

- a) temporary removal outside the **territorial limits**;
- b) motor vehicles and motor chassis licensed for normal road use;
- c) **transit** of the **property insured**;
- d) **damage** by theft or attempted theft of the **property insured** unless involving entry to or exit from a building by violent and forcible means or by robbery or attempted robbery;
- e) **damage** recoverable under any other insurance or in any other way;
- f) any amount in excess of:
 - i) 10% (ten per cent) of the **sum insured** or **limit of liability** applicable to each item of **property insured** or GBP250,000 which ever is the lesser;
 - ii) GBP500,000 in the aggregate in respect of any one event.

2.2.4 Temporary removal of stock and materials in trade

Damage which would otherwise have been covered under clause 2.2.1 to **stock and materials in trade** while temporarily removed from the **insured's premises** elsewhere on the same or to any other **premises** except that the **insurer** will not be liable for:

- a) temporary removal outside the **territorial limits**;
- b) **transit** of the **property insured**;
- c) **damage** by theft or attempted theft of the **property insured** unless involving entry to or exit from a building by violent and forcible means or by robbery or attempted robbery;
- d) **damage** recoverable under any other insurance or in any other way;
- e) any amount in excess of :
 - i) 25% (twenty five per cent) of the **sum insured** or **limit of liability** applicable to each item of **property insured** or GBP250,000 which ever is the lesser;
 - ii) GBP500,000 in the aggregate in respect of any one event.

2.2.5 Goods in transit

In event of **goods** in **transit** being accidentally **damaged** the **insurer** will pay to the **insured** the value of the **goods** in **transit** at the time of its **damage** provided that:

- a) **damage** occurs in **transit**; and
- b) during the **period of insurance**; and

c) within the **territorial limits**; and

the **insurer** may at its option indemnify, reinstate or replace the **goods** in **transit** or any part thereof, and the liability of the **insurer** under this clause will not exceed the **sum insured** or the **limit of liability** stated in the **schedule**.

2.2.6 Ropes/Sheets

Goods is extended to include ropes, sheets, tarpaulins, trolleys and the like while in **transit** subject to a limit of GBP1,500 any one event.

2.2.7 Clothing or personal effects

In event of **damage** in connection with the **business** to clothing or personal effects of an **insured person** directly due to any such theft or attempted theft, the **insurer** will indemnify the **insured person** in respect of such **damage** up to a maximum amount of GBP1,000.

2.2.8 Money

In the event of **money** belonging to the **insured** or for which the **insured** is responsible being accidentally **damaged**, or an **insured person** being **assaulted**, the **insurer** will pay to the **insured** the value of **money damaged** or compensation for **assault** in accordance with the following table of benefits, provided that:

- a) **damage** or **assault** occurs within the **territorial limits**;
- b) **damage** or **assault** occurs during the **period of insurance**;
- c) for each category of **damage** the liability of the **insurer** will not exceed the **limit of liability** stated in the **schedule**.

Table of Benefits

Item	Injury	Compensation Payable GBP per insured person
A.	Death	10,000
B.	Loss of eye or irrecoverable loss of use of one or both eyes	10,000
C.	Loss of limb or irrecoverable loss of use of one or more limbs	10,000
D.	Permanent total disablement	10,000
E.	Temporary total disablement for each week of its continuance not exceeding a benefit period of 104 weeks	100

Death, loss of limb, loss of eye, **permanent total disablement** or **temporary total disablement** must follow within twenty (24) months from the date of the **accident**. The amount of compensation payable in respect of item E will not exceed eighty per cent (80%) of the **insured person's** normal gross weekly remuneration.

2.2.9 Employees' Effects

In so far as the same are not otherwise insured the **insurer** will pay to the **insured** the value of **damage** to employees' personal property arising from **goods in transit** or the carrying of **money** and due to fire, explosion, theft, collision or overturning of the carrying vehicle subject to a limit of GBP 1,000 any one employee any one event.

2.2.10 Specified items

In the event that property as more particularly defined in the **schedule** as 'specified items' being accidentally **damaged** whilst at the **premises** or whilst temporarily

removed elsewhere within the **territorial limits** the **insurer** will pay the **insured** the value of the 'specified items' except that;

- a) the liability of the **insurer** shall not exceed the **limit(s) of liability** stated against this **schedule** item.
- b) this insurance excludes and does not cover **damage** caused by or consisting of theft or any attempt thereat arising whilst any vehicle belonging to or under the control of the **insured** and containing such property is left unattended unless:
 - i) all doors have been securely locked, all windows and other openings securely and adequately fastened and any immobiliser and any alarm fitted to the said vehicle correctly set to operate and all keys removed, and
 - ii) after the last business **transit** of the day until collected by the driver for the next business **transit**, the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

Further for property being original and /or copy transparencies, positives, negatives, scans, plates or artwork, it is agreed that the value used to assess any indemnity or reinstatement hereby is deemed to be the cost of the plates or materials together with the cost of labour expended in reproducing such property but excluding any costs incurred in re-shooting the original artwork.

2.3 Property Limitations and Exclusions

In addition to the limitations and exclusions applicable to this **insured section** in clause 4, the following are excluded from and not covered by the insurance under this **insured section**:

2.3.1 Consequential loss

consequential loss of any kind or description except **rent** if insured hereby;

2.3.2 Dishonesty

damage which is in any way caused or facilitated by the dishonesty of any director or partner of the **insured** or any person in the service of or employed by the **insured**;

2.3.3 Fidelity guarantee insurance

damage otherwise covered by an in force fidelity guarantee insurance;

2.3.4 Glass, glass surrounds and washroom facilities

in respect of clauses 2.1.3 and 2.2.5:

- a) breakage or damage caused by chipping or scratching only;
- b) breakage or damage caused by repairs or alterations to the buildings at the **premises**;
- c) breakage or damage caused at any empty or unoccupied building at the **premises**;
- d) any glass broken or defective at the commencement of the insurance;
- e) stained, engraved or armoured glass;
- f) any amount in excess of GBP10,000 for any one claim;

2.3.5 Interest

interest on any **claim payment** or compensation benefit for any reason whatsoever;

2.3.6 Marine Insurance cover

damage regarding import shipments until fully discharged or until marine insurance has ceased to cover whichever last occurs;

2.3.7 Multiple benefits from assault

payment of more than one item of benefit under the table of benefits to any one **insured person**;

2.3.8 Horses and Livestock

damage to, or theft of any **horse** or livestock.

2.3.9 Property insured elsewhere

damage to, or **costs and expenses** in respect of any **property insured** which is otherwise is more specifically insured by or on behalf of the **insured**;

2.3.10 Sports and pastimes

payment of benefit where the claim for benefit is due solely to an inability to take part in sports, pastimes or hobbies;

and for Deterioration of stock

2.3.11 Deliberate act of the electricity utility undertaking

deterioration of stock due to failure of the electricity utility undertaking due to:

- a) its deliberate act unless performed for the sole purpose of safeguarding life or protecting any part of the utility undertaking systems; or
- b) any scheme of rationing not necessitated solely by accidental **damage** to the utility undertaking's generating or supply equipment;

2.3.12 Gradually developing defects

deterioration due to wear and tear, deterioration or gradually developing flaws or defects in the unit or incorrect setting of thermostats and automatic controls;

2.3.13 Refrigerating equipment over 10 years old

the use of a refrigerating unit over ten (10) years old unless specifically agreed by the **insurer** in writing;

2.3.14 Thirty minutes loss of power

deterioration of stock due to failure of the electricity supply services which does not exceed thirty (30) consecutive minutes;

and for Goods in transit

2.3.15 Dangerous Goods

in respect of **goods** in **transit**, **damage** caused by or in respect of **goods** detailed in the Special Classification of Explosives and other Dangerous Goods carried by the Railway Companies at Owner's Risks only, according to the General Railway Classification of Goods List;

2.3.16 Food, change in temperature

goods conveyed in a refrigerated, frozen, chilled or insulated condition as a result of deterioration due to any variation in temperature unless as a result of an **accident** to the conveying vehicle;

2.3.17 Fragile articles

in respect of **goods** in **transit**, breakage of clocks, scientific instruments, china, glass, marble, earthenware, articles of value or the like unless consequent upon an **accident** in which the carrying vehicle, vessel or aircraft is damaged;

2.3.18 Goods in transit

damage arising to **property insured** while in **transit** except as specifically stated as being insured in clause 2.3.4 or the **schedule**;

2.3.19 Livestock in transit

damage or **costs and expenses** arising from or out of any livestock or **horse** while in **transit**;

2.3.20 Inadequate packing

in respect of **goods** in **transit**, **damage** caused by or attributable to defective or inadequate packing or stacking or protection against climatic conditions (other than by lightning) or incorrect and insufficient addressing of any parcel or package;

2.3.21 Mechanical breakdown, pollution, insects, loss of weight

in respect of **goods** in **transit**, **damage** caused by or consisting of moth, vermin, insects, damp, mildew, rust, loss in weight, evaporation, taint, leakage or spillage, pollution, contamination, deterioration, depreciation, mechanical or electrical breakdown or derangement, unless arising as a consequence of fire, explosion, or **accident** to the carrying vehicle, vessel or aircraft and not otherwise excluded;

2.3.22 Open sided/curtained vehicles

damage to **goods** caused by theft, attempted theft or malicious damage carried in or on open sided / curtained vehicles, or on any vehicle that cannot be secured;

2.3.23 Theft

in respect of **goods** in **transit**, theft or any attempt thereat arising while any vehicle belonging to or under the control of the **insured** and containing the **goods** is left unattended unless:

- a) for the work day or shift period - breaks taken during the transit:
 - i) all doors have been securely locked and all windows and other openings securely and adequately fastened; and
 - ii) any immobiliser and any alarm fitted to the said vehicle is correctly set to operate; and
 - iii) all keys removed; and
- b) after the last business **transit** of the work day or shift:
 - iv) all keys removed are removed until collected by the driver for the next business **transit**; and
 - v) the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates;

for the purpose of this exclusion unattended means that the carrying vehicle is out of sight of the driver and / or more than one minute's walking distance from the driver;

2.3.24 Valuables and Business Records

in respect of **goods in transit**, **damage** of or to jewellery, clocks, watches, precious stones, bullion, furs or curiosities, precious metals, works of art or rare books, tobacco, cigarettes, alcohol, audio DVD, digital music players, video equipment, cameras, computer games equipment, televisions, or documents, manuscripts, computer systems records or business books;

and for Money

2.3.25 Coin operated gaming machines and unattended vehicles

damage to money contained in coin operated gaming devices/machines or in any unattended vehicle;

2.3.26 Errors

damage to money occasioned by errors or omissions;

2.3.27 Money

damage to money except as specifically stated as being insured in clause 2.3.8 or the **schedule**;

2.3.28 Security carrier

damage to money recoverable from a specialist security carrier.

2.4 Other Property Terms and Conditions

2.4.1 Fire protection, extinguishing and sprinkler installation appliances

The premium for this **insured section** has been calculated after taking into consideration the fire extinguishing, fire protection appliances and the standard of sprinkler installation at the **premises**, and the insured acknowledges the condition precedent relating to fire extinguishing appliances and/or sprinkler installation set out in clause 2.6 below.

2.4.2 Material alteration

Solely in relation to this **insured section** the general conditions 'material alteration' clause 14.14 is deleted and the following substituted:

'The **insurer** may declare this **policy** to be void with respect to any item of **property insured** if after the commencement of this insurance:

- a) such item is removed;
- b) the **insured's** interest in such item ceases except by will or operation of law;
- c) the risk of **damage** thereto is increased (whatsoever the reason for such increase even if there is no change in the use or physical alteration of such item) but only from the time that the **insured** becomes aware of, or with reasonable prudence could have become aware of, an increased risk of **damage**;

unless such change of circumstance has been expressly acknowledged and accepted by written memorandum signed for and on behalf of the **insurer**.

2.4.3 Reinstatement of property

If the **insurer** elects or becomes bound to reinstate or replace any property, the **insured** will, at their own expense, produce and give to the **insurer** all such plans, **documents**, books and information as the **insurer** may require. The **insurer** will not be bound to reinstate exactly or completely but only as circumstances permit, and in reasonably sufficient manner, and will not in any case be bound to expend in respect of any of the **property insured** more than the **sum insured** or **limit of indemnity** thereon.

2.4.4 Average

If the **schedule** specifies that this insurance is provided on a **sum insured** basis, each of the **sums insured** by this **insured section A** except any **sums insured** on private dwellings, fees, **rent** or **stock debris removal** is declared to be separately subject to the following condition of Average:

'Whenever a **sum insured** is declared to be subject to average, if the **property insured** thereby will at the breaking out of any fire or at the commencement of any **damage** to such property by any **insured peril**, be collectively of greater value than such **sum insured**, then the **insured** will be considered as being their own **insurer** for the difference and will bear a rateable proportion of the loss accordingly.'

2.4.5 Contract price

In respect of **goods** sold, but not delivered, for which the **insured** is responsible under a contract of sale, if the contract of sale is cancelled by reason of the fire or any other **insured peril** either wholly or to the extent of the damage, the liability of the **insurer** will be based on the contract price of the **goods**, and for the purpose of average the value of all **goods** to which the clause would in the event of damage be applicable, will be ascertained on the same basis.

2.4.6 Contracting purchaser

If at the time of **damage** to any **building** insured under this **insured section** the **insured** has contracted to sell its interest in such **building** and the purchase has not, but is thereafter completed, the purchaser will be entitled (on completion of the purchase, and then only so far as the property is not otherwise insured by or on behalf of the purchaser against such **damage**) to the benefit of this **insured section** insofar as it relates to such **damage**, without prejudice to the rights and liabilities of the **insured** or the **insurer** under this section up to the date of completion.

2.4.7 Designation

For the purpose of determining where necessary the heading under which any property is insured, it is agreed to accept the designation under which such property has been entered in the **insured's** books.

2.4.8 Non-invalidity

If the risk of **damage** is increased by any act or omission, or by any alteration, that occurs without the **insured's** knowledge, such increase will not invalidate this insurance, provided that the **insured** immediately on such act, omission or alteration coming to their knowledge, gives notice thereof to the **insurer** and pays such extra premium as the **insurer** may require.

2.4.9 Other parties

The interest of such other parties including, as the case may be lessors, mortgagees, banks, hire purchase companies specified in the **schedule** (or notified by the **insured** to the **insurer** in writing from time to time) is noted in this insurance, but only to the extent of their financial interest in the **property insured**, but not as joint **insured**.

In the event of any claim the:

- a) **insured** will immediately declare to the **insurer** the names of such interested parties; and
- b) **insurer** will consult with such declared interested parties as regards the manner and method of any indemnity so as to protect the direct financial interests of such parties.

2.4.10 Reinstatement

- a) This clause does not apply to the insurance on **stock and materials in trade** nor to insurance of motor vehicles or motor chassis or of employees', directors' or visitors' property, but will apply to tools used on the **insured's** behalf by the **insured's** employees at the **premises**;

- b) Subject to 2.5.11a) above, and unless stated in the **schedule** to the contrary, if **property insured** is **damaged**, the **insurer's** liability to the **insured** is to be calculated on the basis of reinstatement of the property **damaged**, subject always to the terms and conditions of this **insured section A** and in particular, the Reinstatement Special Provisions set out in 2.5.11d), below
- c) For the purposes of the insurance under this clause 'reinstatement' will mean:
 - i) where property is lost or destroyed, the rebuilding of the **property insured** if a building or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new; and/or
 - ii) where property is **damaged**, the repair of the **damage** and the restoration of the **damaged** portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.
- d) Reinstatement Special Provisions
 - i) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the **insured** subject to the liability of the **insurer** not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment will be made beyond the amount which would have been payable under this **insured section** if this clause 2.5.11 had not been incorporated.
 - ii) When the **property insured** under this clause is damaged in part only the liability of the **insurer** will not exceed the sum representing the cost which the **insurer** could have been called upon to pay for reinstatement if such **property insured** had been wholly destroyed.
 - iii) The **insurer** will have no liability to pay any amount beyond the amount that would have been payable under this **insured section** if this clause 2.5.11 had not been incorporated until such time as the cost of reinstatement has actually been incurred.
 - iv) Each item of **property insured** covered is to the extent specified in the **schedule** as being covered on a **sum insured** basis, subject to the following condition of Average:

If at the time of reinstatement the sum representing eighty five per cent (85%) of the cost that would have been incurred in reinstatement, if the whole of the item of **property insured** had been destroyed, exceeds the **sum insured** thereon at the breaking out of any fire or at the commencement of any loss, destruction of or **damage** to such property by any other cause hereby insured against, then the **insured** will be considered as being their own **insurer** for the difference between the **sum insured** and the sum representing the cost of reinstatement of the whole of the property and will bear a rateable proportion of the loss accordingly.
 - v) The **insurer** will have no liability to pay any amount beyond the amount that would have been payable under this **insured section** if this clause 2.5.11 had not been incorporated, if at the time of any **damage** to any **property insured**, such property is covered by any other insurance effected by or on behalf of the **insured** that is not on an identical basis of reinstatement to the terms of this clause 2.5.11.
 - vi) Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this **insured section** if this clause had not been incorporated, the rights and liabilities of the **insurer** and the **insured** in respect of the **damage**

will be subject to the terms and conditions of this **insured section**, including any condition of Average as if this clause had not been incorporated.

2.4.11 Reinstatement day one basis

For each item of **property insured** specified as 'Day 1 (one) operative' in the **schedule** the **insurer** agrees to calculate the premium upon the **declared value** provided that:

- a) at inception of this insurance and the commencement of each subsequent **period of insurance** the **insured** notifies the **insurer** of the **declared value** of each such item (in the absence of such a notification the last amount declared by the **insured** will be taken as the **declared value** for the ensuing **period of insurance**).
- b) The Reinstatement Special Provisions set out in clause 2.5.11d) also apply to this clause 2.5.12, except that for the purposes of this clause 2.5.12, the provisions of clauses 2.5.11d) iv) and vi) are amended to read:

'Each item of **property insured** under this clause is declared to be separately insured subject to the following condition of Average:

 - iv) If at the time of loss the **declared value** of the **property insured** is less than the cost of reinstatement at inception of the **period of insurance** then the **insurer's** liability for any loss hereby insured will be limited to that proportion thereof which the **declared value** bears to the cost of reinstatement.
 - vi) Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this **insured section** if this clause had not been incorporated, the rights and liabilities of the **insurer** and the **insured** in respect of loss, destruction or **damage** will be subject to the terms and conditions of this **insured section** including any condition of Average as if this clause had not been incorporated, except that the **sums insured** will be limited to one hundred and fifteen per cent (115%) of the **declared value** (or such other percentage uplift as specified in the **schedule**).'
- c) In the event of **damage** the liability of the **insurer** in respect of **property insured** to which this clause applies will not exceed the **sum insured** in respect of each separate **premises**.
- d) 'Reinstatement' for the purposes of this clause 2.5.12, has the same meaning as in clause 2.5.11.

2.4.12 Reinstatement of sum insured following loss

In respect of **property insured** on a **sum insured** basis, in consideration of this insurance not being reduced by the amount of any loss under this **insured section** the **insured** will pay such additional premium to the **insurer** as may be required.

2.4.13 Subrogation waiver

In the event of a claim arising under this **insured section** the **insurer** agrees to waive any rights, remedies or relief to which they might become entitled by subrogation, following **damage** covered by this **insured section**, against:

- a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to the **insured** as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the loss; and
- b) any company that is a subsidiary of a parent company of which the **insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the loss.

2.4.14 Unoccupied or vacant buildings

The **insured** will give notice to the **insurer** forthwith if a **building** becomes unoccupied or vacant and if an unoccupied or vacant **building** or portion thereof is again occupied. The **insured** will pay such extra premium as the **insurer** may require in consideration for the continuance in force of this insurance.

2.4.15 Workmen

Workmen may be employed to carry out new erections or alterations, repair, decoration, plant installation, general maintenance and the like in all or any of the **buildings** at the **premises** without prejudice to the insurance hereby.

2.4.16 Claim discharge

The **insured's** or the **insured's** personal representatives' receipt will discharge the **insurer**.

2.4.17 Compromised settlements

If the **insured** compromises with the **insurer** any claim under this insurance, where more than one (1) party has an interest in the **insured person** the benefit will represent the total amount payable in respect of that person for all interests covered by this **insured section**.

2.4.18 Average (Under-insurance)

If at the time of the commencement of any damage the total value of the goods in transit in or upon any vehicle, vessel or aircraft exceeds the **limit of liability** then the **insurer's** liability will be proportionately reduced.

2.4.19 Reasonable Precautions

The **insured** will take all reasonable precautions in maintaining vehicles under their control in an efficient and roadworthy condition and ensure the suitability of the vehicles for the purpose used employing competent and honest persons who can be entrusted with the **goods** in **transit**, packaging, labelling and addressing the **goods** in **transit**.

2.5 Conditions precedent for Property

2.5.1 Where the **insured** has procured this insurance in the capacity of landlord but does not occupy or otherwise use the **premises** then the duties imposed by this clause 2.6 apply from the time the **insured** or any agent of the **insured** acquires knowledge of non-compliance.

2.5.2 Fire extinguishing appliances

In relation to **property insured** being protected by fire extinguishing appliances in accordance with details declared to the **insurer** at inception of each **period of insurance**, it is agreed as a condition precedent to the **insurer's** liability under this **insured section** that the **insured** will procure that the following work is carried out:

- a) the **insured** will inspect the appliances regularly for the purposes of ascertaining that they are maintained in proper working order and keep a written record thereof;
- b) the **insured** will remedy any defect promptly, whether disclosed by any such inspection or otherwise;
- c) the **insured** will establish and maintain a training programme for the operation of fire extinguishing appliances and retain a documented register of all such training for inspection by the **insurer** on request.

2.5.3 Maintenance Agreements

It is agreed as a condition precedent to the **insurer's** liability under this **insured section** that the **insured** will procure that fire extinguishers will be subject to maintenance agreements with the manufacturers or installers, and subject thereto

cover provided by this **insured section** will not be invalidated by any defect in the said appliances due to circumstances beyond the control of the **insured**.

2.5.4 Roof maintenance

As regards **damage** caused by, arising from or contributed to by **insured peril** of storm or tempest it is agreed as a condition precedent to the **insurer's** liability under this **insured section** that:

- a) any flat roof, or part thereof of the **premises** must be inspected at least once every two (2) years by a qualified builder or property surveyor and any defect whether identified by that inspection or otherwise, be repaired immediately;
- b) any guttering shall be checked for blockages or defects by a competent person at inception and at six (6) monthly intervals thereafter and any remedial action be implemented immediately;

and a record of all inspections shall be made and retained by the **insured**.

2.5.5 Heating appliances

It is agreed as a condition precedent to the **insurer's** liability under this **insured section** that all heating appliances together with any piping in connection therewith, be securely fixed and kept free from contact with combustible materials.

2.5.6 Hot work permit

It is agreed as a condition precedent to the **insurer's** liability under this **insured section** that before the use of a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment is used by any person (whether a third party contractor, an employee or other) at the **premises** (other than in connection with the **insured's** trade processes) the **insured** will procure that:

- a) a hot work permit in the form set out in Loss Prevention Recommendation RC7 published by the Fire Protection Association (FPA), is completed jointly by the person responsible for carrying out the work and the **insured's** safety officer (or nominated person); and
- b) the precautions and systems of work shown on the designated hot work permit are complied with.

2.5.7 Oily rags

It is agreed as a condition precedent to the **insurer's** liability under this **insured section** that all oily and greasy cleaning waste and wipes are kept in metal receptacles with hinged metal lids and removed from the **premises** regularly each week.

2.5.8 Unoccupied or vacant premises

It is agreed as a condition precedent to the **insurer's** liability under this **insured section** in respect of **buildings** that become unoccupied, vacant or disused for period of thirty (30) or more consecutive days at the **premises** that:

- a) all main services are turned off at the mains and water tanks drained and emptied; and
- b) all combustible materials not forming part of the landlords fixtures and fittings are removed from inside and outside the **buildings**; and
- c) all ground floor windows and letterboxes are securely boarded over, and
- d) all reasonable precautions are taken to secure the **buildings** against unauthorised entry.
- e) the **insured** will arrange for the attendance and inspection of the unoccupied or vacant **premises** at least once each week and to take such steps as may be necessary following such a visit for protection of the unoccupied or vacant **premises**.

2.5.9 Waste

It is agreed as a condition precedent to the **insurer's** liability under this **insured section** that waste including manure and any other trade refuse will be swept up at appropriately regular intervals and removed from the **premises** and not allowed to accumulate around the **premises**, being stored as far as practicable away from any buildings.

2.5.10 Heating and lagging

As regards **damage** caused by, arising from or contributed to by **insured perils** of bursting or overflowing of water tanks, apparatus or pipes it is agreed as a condition precedent to the **insurer's** liability under this **insured section** that all water tanks, apparatus or pipes must be adequately lagged and / or that heating apparatus in the **premises** is controlled by thermostatic switches set to activate the heating system whenever the temperature at the coolest point in the **building** drops to four (4) C.

2.5.11 Intruder and fire alarm

As regards **damage** caused by, arising from or contributed to by **insured perils** of fire, explosion, subterranean fire and theft it is agreed as a condition precedent to the **insurer's** liability under this **insured section** that in relation to any intruder and or fire alarm specified and required by the **insurer** under the terms of this **policy** the **insured** will:

- a) ensure the alarm system is installed in accordance with the manufacturer's specification and any other specifications of the **insurer** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system will be made without the prior written consent of the **insurer**;
- b) ensure that the intruder and or fire alarm is in full and efficient working order at all times and regularly serviced under the manufacturer's maintenance contract and any other maintenance requirements of the **insurer**;
- c) notify the **insurer** forthwith of any defects that arise in such alarm systems, procure that such defects are remedied as soon as is practicable and notify the **insurer** forthwith once such defects are remedied;
- d) ensure that the intruder alarm is tested and fully set whenever the alarmed portion of the **premises** is closed for business or not attended by the **insured** or any competent adult authorised by the **insured** to be responsible for the security of the **premises**;
- e) ensure that the fire alarm is tested at least weekly and continually set in active mode;
- f) notify the **insurer** immediately of any disconnection or failure of, or downgrading of police or fire brigade response to the system likely to leave any area unprotected;
- g) ensure that there are available keyholders notified to all appropriate services.

The **insurer** will not be liable for **damage** caused by **insured perils** of fire, explosion, subterranean fire and theft subsequent to the **insured** receiving a written notification from the intruder alarm company and/or fire alarm company that the maintenance is suspended or from the relevant police authority or fire brigade that alarm signals from the **premises** will no longer be answered.

Cover provided by this **insured section** will not be invalidated by any defect in the said systems due to circumstances beyond the control of the **insured** arising after the systems have been properly set.

2.5.12 Reasonable precautions

It is agreed as a condition precedent to the **insurer's** liability under this **insured section** that the **insured** will take all reasonable precautions to prevent **damage** and failure to do so will preclude any payment under this **insured section**.

Further all security devices, fire protection devices and other monitoring devices must be maintained in good working order and put into use at all times that general business practice prescribes that they should be operational.

Where the **insurer** specifies certain precautions or other risk improvements to be carried out to an explicit timetable then if the precautions or improvement are not completed as required, the **insurer** can give written notice to the **insured** at its address shown on the **schedule** cancelling the **policy** with effect from the seventh **day** after the notice has been served, but that cancellation will be prevented from taking effect and the **policy** continue if the precautions or improvement are completed as required before the cancellation takes effect. Upon demand the **insurer** will return to the **insured** a part of any premium paid in excess of that proportionate to the pre-cancelled portion of the **policy**. Without prejudice to other forms of service, the notice of cancellation is deemed to be served on the third **day** after being posted if sent by pre-paid letter post properly addressed.

2.5.13 Security of money

It is a condition precedent to liability for any claim under this **insured section** that:

- a) all protections and procedures for the safety of **money** while in the **premises** existing at the inception date of this **policy** or undertaken at the request of the **insurer** are maintained and operated; and
- b) the keys for all protections and the keys of any safes containing **money** are removed from the **premises** out of **business hours** and held by designated keyholders;
- c) the following minimum standards of precaution for the safety of **money** in **transit** (other than by specialist security carrier) are operated at all times;
 - i) the times of transits, routes and conveyances used will be varied as far as possible;
 - ii) all persons engaged in the transit of **money** will be able-bodied adults;
 - iii) transits of amounts exceeding GBP 2,500 will be accompanied by at least two (2) able-bodied adults;
 - iv) transits of amounts exceeding GBP 5,000 will be accompanied by at least three (3) able-bodied adults;
 - v) transits of amounts exceeding GBP 7,500 will be accompanied by at least Three (3) able-bodied adults or Two (2) able-bodied adults by motor car or in an approved security case;
 - vi) transits of amounts exceeding GBP 10,000 will be transported by specialist security carrier;

and any failure to comply with these conditions will bar any claim under this **insured section**.

2.5.14 Medical evidence

It is a condition precedent to liability for any claim under this **insured section** that:

- a) in event of **injury** the **insured person** will be attended by a duly qualified medical practitioner as soon as possible after an **assault** which may give rise to a claim under clause 2.3.8;
- b) all certificates, information and evidence required must be provided free of charge and in a form prescribed by the **insurer**;
- c) that the **insured person** will if requested submit to medical examination at the expense of the **insurer** in connection with any claim;

and failure to comply with this condition in full will bar any claim under this **insured section**.

2.5.15 Saddlery and tack

It is a condition precedent that saddlery and tack is stored within a building of brick, stone or concrete and roofed with slate, tile or concrete. Furthermore it is condition precedent that **theft** cover for saddlery and tack is subject to forcible and violent entry to or exit from the said buildings.

2.5.16 Minimum security conditions

It is a condition precedent that the following protections are to be fitted to the under mentioned openings at the **premises** and put into full and effective operation at all times outside **business hours**

- a) On timber final exit doors (excluding sliding doors)
 - i) if single final leaf, a mortice deadlock conforming BS3621 with matching boxed steel striking plates
 - ii) double leaf
 - (1) on the first closing leaf flush or barrel bolts the latter at least 200mm (8") long, or key operated locks or bolts, fitted top and bottom in every case.
 - (2) on the second closing leaf a mortice deadlock conforming to BS3621 with matching boxed steel striking plate or a substantial padlocking bar and good quality close shackle padlock.
 - iii) if single or double leaf and also outward opening, hinge bolts fitted top and bottom
- b) On all other external timber doors and on internal timber doors giving access to any part of the **premises** not occupied solely by the **insured** or to any adjoining **premises** (excluding sliding and fire exit doors)
 - i) if single final leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate or key operated mortice rack bolts fitted top and bottom.
 - ii) if double leaf
 - (1) on the first closing leaf flush or barrel bolts the latter at least 200mm (8") long, or key operated locks or bolts, fitted top and bottom in every case.
 - (2) on the second closing leaf a mortice deadlock conforming to BS3621 with matching boxed steel striking plate or a substantial padlocking bar and good quality close shackle padlock
 - iii) if single or double leaf and also outward opening, hinge bolts fitted top and bottom
- c) On external aluminium or UPVC doors excluding sliding and fire exit doors cylinder operated mortice deadlock and, if double leaf, flush bolts on the first closing leaf.
- d) On steel final exit doors and all sliding final exit doors substantial padlocking bar and good quality close shackle padlock
- e) On all other steel doors and all other sliding doors substantial padlocking bar and good quality padlock either close shackle if fitted externally or open shackle if fitted internally.

- f) On roller shutter doors cylinder profile lock welded to the shutter channel on each side on metre (40") from ground level
- g) On all fire exit doors panic bar and hinge bolts fitted top and bottom.
- h) On opening basement and ground floor windows and fanlights and on other opening windows fanlights and skylights which are accessible from roofs balconies canopies fire escapes or downpipes key-operated window locks with the keys removed when in operation or solid steel bars not less than 16mm (5/8") diameter and not more than 325mm (5") apart securely fixed to the brickwork or masonry surrounding the window.
- i) Any alternative protections must be agreed by the **insurer**.

2.5.17 Maintenance

It is a condition precedent to the **insurer's** liability under this **insured section** that there is in force a planned maintenance program for the servicing of the refrigerating machine at regular intervals by the manufacturer or a competent refrigeration engineer and that a proper record is kept. Any defects arising during the **period of insurance** must be addressed immediately but where this is not possible the **insurer** must be notified immediately.

2.5.18 Building construction

It is a condition precedent to the **insurer's** liability under this **insured section** that unless specifically agreed by endorsement by the **insurer** the buildings must be built of brick, stone or concrete and roofed with slate, tile or concrete and / or are as more particularly described in the survey report and in the proposal both of which must be lodged with the **insurer**.

2.5.19 Statutory requirements

It is a condition precedent to the **insurer's** liability under this **insured section** that the **insured** shall comply with all statutory requirements concerning the inspection of machinery and equipment.

2.5.20 Local Authority Licence

It is a condition precedent to the **insurer's** liability under this **insured section** that the **insured** shall obtain the necessary Local Authority licence(s) to conduct the **business** and take all reasonable steps to implement and maintain in force any and all control measures stated in the relevant operating schedule in order to comply with the regulations. Further if such licence is withdrawn or revoked then this insurance shall terminate with immediate effect.

3 Insured section B - Business interruption

3.1 Business interruption cover

3.1.1 In the event that any building or other property used by the **insured** at the **premises** for the purpose of the **business** is **damaged** by an **insured peril** during the **period of insurance** and in consequence the **business** carried on by the **insured** at the **premises** is interrupted or interfered with then the **insurer** will pay in respect of each item of Business interruption insurance stated in the **schedule** the amount of loss resulting from such interruption or interference provided that at the time the **damage** occurs:

- a) there is in force an insurance policy covering the interest of the **insured** in the property at the **premises** against such **damage**;
- b) the **insured** has claimed under the policy referred to in clause 3.1.1(a), and the relevant **insurer** has paid such claim in full or admitted liability for such claim, or would have done so but for the operation of a proviso in such insurance policy excluding liability for losses below a specified amount.

3.1.2 Further, the **insurer** agrees that if any records of accounts receivable used by the **insured** at the **premises** for the purpose of the **business** be damaged by an **insured peril** during the **period of insurance** and in consequence income is lost resulting from the **insured's** inability to trace or establish their **outstanding debit balances** then the **insurer** will pay the loss of income resulting from the **insured's** inability to trace or establish their **outstanding debit balances** as a direct result of **damage** by any **insured peril** provided that:

- a) the liability of the **insurer** under this **insured section** shall not exceed the **sum insured** or **limit of liability** stated for **outstanding debit balances**;
- b) if at the time of any **damage** the **sum insured** by this item of **outstanding debit balances** be less than the actual balances, the amount payable by the **insurer** will be proportionately reduced.

In addition the **insurer** will pay expenses incurred with their consent in tracing and establishing customers' debit balances after the **damage**.

3.2 Additional Property Costs and Expenses

In respect of any accidental **damage** which is covered by clause 2.1.1 the **insurer** will also pay to the **insured** the following additional **costs and expenses**:

3.2.1 Architects', surveyors', consulting engineers' and other fees

An amount for legal and other fees of architects, surveyors and consulting engineers, for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of loss in the event of **damage** by any **insured peril** except that:

- a) the **insurer** will not be liable for such fees incurred:
 - i) in preparing any claim made under this **policy**; and
 - ii) in respect of **damage** to any fixed domestic water services or heating installation;
- b) the liability of the **insurer** for such fees will not exceed GBP250,000 in the aggregate during the **period of insurance** or such other amount as may be stated in the **schedule**.

3.2.2 Debris removal

Costs and expenses necessarily incurred by the **insured** with the consent of the **insurer** in removing from the **damaged** property site or the area immediately adjacent to the **damaged** property site:

- a) debris from or cleaning or clearing drains, sewers and/or gutter of, or dismantling and/or demolishing of, or shoring up, propping and/or fencing the portion or portions of the **property insured** that has been **damaged** by an **insured peril**;
- b) extraneous materials from machinery, plant and or equipment whether or not such machinery, plant and / or equipment has been **damaged**;

except that:

- c) the liability of the **insurer** for such **costs and expenses** will not exceed GBP250,000 in the aggregate during the **period of insurance** or such other amount as may be stated in the **schedule**; and
- d) the **insurer** will not be liable for any **cost and expenses**:
 - ii) incurred in removing debris of **stock and materials in trade**;
 - iii) arising from pollution or contamination of property not insured by this **policy**;

of temporary boarding up of windows as part of a claim for breakage of glass if this insurance includes glass damage.

3.3 Additional business interruption costs and expenses

3.3.1 Alternative trading

If during the **indemnity period** goods are sold or services rendered elsewhere than at the **premises** for the benefit of the **business**, either by the **insured** or by others on the **insured's** behalf, the **money** paid or payable in respect of such sales or services will be brought into account in calculating the **turnover** during the **indemnity period**.

3.3.2 Professional Accountants

- a) Any particulars or details contained in the **insured's** books of account or other **business** books or **documents** which may be required by the **insurer** under clause 13 (Duties in event of a claim or potential claim) of this **policy** for the purpose of investigating or verifying any claim made under this **policy** may be produced by professional accountants if at the time they are regularly acting as such for the **insured** and their report will be prima facie evidence of the particulars and details to which such report relates.
- b) The **insurer** will pay to the **insured** the reasonable charges payable by the **insured** to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the **insurer** under the terms of clause 13 (Duties in the event of a claim or potential claim) of this **policy** and reporting that such particulars or details are in accordance with the **insured's** books of account or other **business** books or **documents**.

3.3.3 Infectious equine disease

Loss resulting from interruption of or interference with the **business** in consequence of any of the following events:

- a) any occurrence of an equine influenza disease at the **premises** which is confirmed by a veterinary surgeon;
- b) any occurrence of an equine streptococcus equi (strangles) disease at the **premises** which is confirmed by a veterinary surgeon;

- c) any occurrence of an equine venereal disease at the **premises** which is confirmed by a veterinary surgeon;

provided that the

- d) **insurer** shall not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of property except as stated below;
- e) disease insured under a) - c) above first manifests itself during the **period of insurance** and is reported to underwriters within the **period of insurance**;
- f) **insurer** shall only be liable for loss arising at those **premises** which are directly subject to the incident;
- g) **insurer** shall not be liable for an **indemnity period** under this extension in excess of 14 days;
- h) **insurer** shall not be liable for any loss where the **insured** was or should have reasonably been aware of, any **horse** suffering from any disease stated under a)-c) above at the start of the **period of insurance**;
- i) **insured** shall give notice to the **insurer** immediately upon becoming aware of any circumstance which may give rise to a claim under this extension;
- j) **insurer** shall not be liable for loss or liability arising from any equine disease other than those stated in a) – c) above;
- k) **insurer's** maximum liability under this cover extension clause in respect of any one incident shall not exceed GBP10,000 any one claim and in the aggregate for the **period of insurance**.

It is a condition precedent to liability under this extension that;

- i) all new **horses** have recent veterinary certification and /or confirmation that the **horse** has been tested and is free from disease before being allowed with other horses, any new horse without a recent veterinary certification and /or confirmation must be kept in a separate **quarantine** stable which is sufficiently isolated as to not pose any risk of potential transmission and undergo such veterinary tests before being allowed in contact with other **horses**;
- ii) any **horse** confirmed or suspected of having equine influenza, strangles or venereal disease must be kept in a separate **quarantine** stable which is sufficiently isolated as to not pose any risk of potential transmission and undergo veterinary treatment and / or vaccination until such **horse** obtains veterinary certification and /or confirmation that the **horse** has been tested and is free from disease and is allowed in contact with other **horses**;

For the purpose of this extension **quarantine** means an area where the infected **horse** or possibly infected **horse** is removed from the area of other horses and consists of a separate enclosure designated for infectious disease isolation. This isolation stall or enclosure must be located well away from high traffic areas associated with other barns or training areas and other **horses**. Animal caregivers must take precautionary measures to ensure that they do not transmit disease to other **horses** through contaminated hands, clothing, equipment or tack. It is essential that the isolation facility has supervised oversight by an individual knowledgeable in disease control and quarantine procedures to avoid the possibility of contamination.

3.3.4 Veterinary vaccination Costs

Upon any veterinary surgeon confirming any **horse** of having equine influenza, strangles or venereal disease the **insurer** shall pay the vaccination costs of any uninfected **horse** at the insured **premises** where any infected **horse** is located up to;

- a) GBP 50 any one **horse**;
- b) GBP 1,000 in the aggregate for the **period of insurance**.

3.3.5 Clean up costs

The insurance by clause 3.1 extends to include costs and expenses necessarily incurred with the **insurer's** consent in:

- a) cleaning and decontamination of property used by the **insured** for the purpose of the **business** (other than **stock and materials in trade**),
- b) removal and disposal of contaminated stock in trade at or from the **premises**, use of which has been restricted on the order or advice of the competent local authority solely in consequence of an incident as defined above, provided that the **insurer's** liability shall not exceed GBP5,000 in any one **period of insurance** after the application of all other terms and conditions of this **policy**,

3.4 Additional business interruption cover away from premises

The **insurer** will pay to the **insured**:

3.4.1 Denial of access

Loss resulting from interruption of or interference with the **business** in consequence of

- a) **damage** by an **insured peril** covered under **insured section A** to property in the vicinity of the **premises** which prevents or hinders the use of the **premises** or access thereto, whether the **premises** or **property insured** therein shall be **damaged** or not;
- b) action by the Police Authority following danger or disturbance in the vicinity of the **premises** which shall prevent or hinder use of the **premises** or access thereto;
- c) the said **premises** containing or being thought to contain a harmful device;

provided always that in respect of the cover by:

- d) clause 3.3.2 a) the **insurer** shall not be liable in respect of **damage** to property of any supply undertaking from which the **insured** obtain electricity, gas or water or telecommunication services which prevents or hinders the supply of such services to the **premises**;
- e) clause 3.3.2 b) the **insurer** shall not be liable for loss:
 - i) arising from any cause within the control of the **insured**;
 - ii) as result of physical **damage** to property;
 - iii) which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear;
- f) clause 3.3.2 c) the police shall be informed immediately of the presence or suspected presence of the harmful device;
- g) clause 3.3.2 b) and c):
 - i) the **maximum indemnity period** shall not exceed three (3) months;
 - ii) the **insurer** shall not be liable in respect of loss resulting from the first twenty four (24) hours of each and every such interruption or interference.

except that the **insurer's** liability under this clause will not exceed GBP100,000 or fifteen per cent (15%) of the total **sum insured** (or **limit of liability**) for this **insured section**, whichever is the lesser, any one claim

3.4.2 Supply utilities

Loss resulting from interruption of or interference with the **business** in consequence of:

- a) **damage** by an **insured peril** to property at any:
 - i) generating station or sub-station of the electricity supply undertaking;
 - ii) land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith;
 - iii) water works or pumping station of the water supply undertaking;
 - iv) land based premises of the telecommunications undertaking;from which the **insured** obtains electricity, gas, water or telecommunication services.
- b) accidental failure at the **premises** of:
 - i) the terminal ends of the electricity supply utility service feeders ;
 - ii) the supply of gas at the supply utility meters ;
 - iii) the supply of water at the supply utility main stopcock;
 - iv) the supply of telecommunication services at the incoming line terminal or receivers.

The maximum amount payable in respect of any one occurrence under this clause 3.3.3 will not exceed GBP 50,000.

3.4.3 Suppliers

Loss resulting from interruption of or interference with the **business** in consequence of **damage** by an **insured peril** covered under **insured section A** to property at the premises of any of the **insured's** suppliers, manufacturers or processors of components, goods or materials except that the **insurer** will not be liable for

- a) **damage** to property the **premises** of any supply undertaking from which the **insured** obtains electricity, gas or water or telecommunications
- b) any amount in excess of GBP 50,000 or fifteen per cent (15%) of the total **sum insured** (or **limit of liability**) for this **insured section**, whichever is the lesser, any one claim.

3.4.4 Transit

Loss resulting from interruption of or interference with the **business** in consequence of **damage** by an **insured peril** covered under **insured section A** to **goods** whilst in **transit** except that the **insurer** will not be liable for any amount in excess of GBP100,000 or fifteen per cent (15%) of the total **sum insured** (or **limit of liability**) for this **insured section**, whichever is the lesser, any one claim.

3.4.5 Exhibitions

Loss resulting from interruption of or interference with the **business** in consequence of **damage** by an **insured peril** covered under **insured section A** to property used by the **insured** whilst at any exhibition anywhere in the world the **insurer** will not be liable for any amount in excess of GBP100,000 or fifteen per cent (15%) of the total **sum insured** (or **limit of liability**) for this **insured section**, whichever is the lesser, any one claim.

3.5 Business interruption limitations and exclusions

In addition to the limitations and exclusions applicable to this **insured section** in clause 4, the following are excluded from and not covered by the insurance under this **insured section**:

3.5.1 Fines or penalties

Fines or damages for breach of contract for late or non-completion of orders or any penalties of whatsoever nature are excluded from and not covered by the insurance under **insured section**.

3.5.2 Supply utilities

The **insurer** will not be liable under clause 3.3.3 or elsewhere under this insurance for interruption or interference with the **business** caused by **damage** resulting from:

- a) the deliberate act of any supply utility undertaking or the exercise by any such utility undertaking of its power to withhold or restrict supply or services;
- b) strikes or any labour or trade dispute;
- c) drought;
- d) any other atmospheric or weather conditions, but not excluding accidental failure due to damage to supply utility equipment caused by such conditions;
- e) where the period of interruption or interference is less than twenty four (24) hours.

3.5.3 Uninsured standing charges

If any standing charges of the **business** deducted in arriving at the **gross profit** are not insured under this **insured section**, then in computing the amount recoverable as increased cost of working, the amount of additional expenditure that will be taken into account will be reduced by the proportion that the **gross profit** bears to the sum of the **gross profit** and the uninsured standing charges.

3.5.4 Limit of liability

The liability of the **insurer** under this **insured section** will not exceed the lesser of:

- a) in the whole the total **sums insured**; or
- b) in respect of any item of settlement specification, its **sum insured** at the time of the **damage**; or
- c) any other **limit of liability** stated in the **schedule** at the time of the **damage**;
- d) the **sum insured** (or **limit of liability**) remaining after deduction for any other interruption or interference consequent upon **damage** occurring during the same **period of insurance**, unless the **insurer** has agreed to reinstate any such **sum insured** (or **limit of liability**).

3.5.5 Gross profit/estimated gross profit

The **insurer's** liability in respect of **schedule** item 1 (**gross profit**) is limited to loss of **gross profit** caused by a reduction in **turnover** or an increase in cost of working. The **insurer's** liability under clause 3.1.1 in respect of **schedule** item 1 will be:

- a) in respect of reduction in **turnover**: the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** will, in consequence of the **damage**, fall short of the **standard turnover**;
- b) in respect of increase in cost of working: the additional expenditure (subject to the provisions of the uninsured standing charges clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction thereby avoided;
- c) minus, regardless of whether the calculation is based on clause 3.4.5(a) or (b), any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced in consequence of the **damage**;

- d) except that, in either case, if the **sum insured** in respect of **schedule** item 1 is less than the sum produced by applying the **rate of gross profit** to the **annual turnover** (or to a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve (12) months) the **insurer's** liability will be proportionately reduced.

3.5.6 Additional increased cost of working

The **insurer's** liability in respect of **schedule** item 2 (Additional Increased Cost of Working) is limited to additional increased cost of working and the amount payable under clause 3.1.1 in respect of **schedule** item 4 will be the additional expenditure necessarily and reasonably incurred during the **indemnity period** in consequence of the **damage** for the sole purpose of preventing or minimising a reduction in **turnover** or resuming or maintaining normal **business** operations for an amount not exceeding the **sum insured** by this item.

3.5.7 Outstanding debt balances.

The insurance by **schedule** item 3 is limited to loss of **outstanding debt balances**.

3.6 Other business interruption terms and conditions

3.6.1 Material alteration

As regards this **insured section** the General condition Material alteration at clause 14.14 is deleted and the following substituted:

'This **insured section** will be void if

- a) the **business** is wound up; or
- b) carried on by a liquidator, administrator or receiver; or
- c) permanently discontinued; or
- d) the **insured's** interest ceases otherwise than by death; or
- e) any alteration is made either in the **business** or in the **premises** or property therein whereby the risk of **damage** is increased (whatsoever the reason for such increase and even if there is no change in the use or physical alteration of the said **premises** or property) but only from the time that the **insured** becomes aware of, or with reasonable prudence could have become aware of, an increased risk of **damage**;

at any time after the commencement of this insurance, unless the **insurer** agrees by memorandum signed by or on behalf of the **insurer** that this **insured section** will continue in force'.

3.6.2 Delayed Loss

In adjusting any loss, the **insurer** will take account and make an equitable allowance if any reduction in **turnover** due to the **damage** is postponed by reason of the **turnover** being temporarily maintained from accumulated stocks of finished **goods**.

3.6.3 Automatic reinstatement

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

3.6.4 Departmental

a) Gross profit

If the **business** is conducted in departments and the independent trading results of each department are ascertainable and can be distinguished from each other department, the provisions of **schedule** item 1 will apply separately to each department affected by the **damage**, except that if the **sum insured** is less than the aggregate of the sums produced by applying the **rate of gross profit** for each department of the **business** (whether affected by the **damage** or not) to its relative **annual turnover** (or to a proportionately increased multiple thereof where the **maximum indemnity**

period exceeds twelve (12) months), the **insurer's** liability will be reduced pro rata accordingly.

b) **Gross revenue**

If the **business** is conducted in departments, and the independent trading results of each department are ascertainable and can be distinguished from each other department, the provisions of **schedule** item 2 will apply separately to each department affected by the **damage** except that if the **sum insured** is less than the aggregate of the sums of the **gross revenue** for each department of the **business** (whether affected by the **damage** or not) the **insurer's** liability will be reduced pro rata accordingly.

3.6.5 Salvage sale

If following **damage** giving rise to a claim under this **insured section**, the **insured** holds a salvage sale during the **indemnity period**, clause 3.4.5(a) will for the purpose of such claim 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 sale) in consequence of the **damage**, falls short of the **standard turnover** from which will be deducted the **gross profit** actually earned during the period of the salvage sale.'

3.6.6 Subrogation waiver

In the event of a claim arising under this **insured section**, the **insurer** agrees 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 the **insured** as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the **damage**;
- b) any company which is a subsidiary of a parent company of which the **Insured** is themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the **damage**.

3.6.7 Payments on account

Payments on account may be made to the **insured** monthly during the **indemnity period** if desired.

3.6.8 Reimbursement of amounts recovered

After payment of any claim hereunder all amounts recovered by the **insured** on accounts receivable for which the **insured** has been indemnified under clause 3.1.2 will belong and be paid immediately to the **insurer** by the **insured** up to the total amount of loss paid by the **insurer**.

3.6.9 Inspection of records

The **insurer** will be permitted to inspect the **premises** and the receptacles in which the records of accounts receivable are kept by the **insured**, and to examine and audit the **insured's** books and records at any time during the **period of insurance** and within three (3) years after the final termination of this **insured section**, as far as they relate to the premium basis or the subject matter of this insurance, and to verify the statements of any outstanding record of accounts receivable submitted by the **insured** and the amount of accounts receivable on which the **insurer** has made any settlement.

3.7 Conditions precedent for business interruption

3.7.1 Insured section A conditions

All the conditions precedents of **insured section A** at clause 2.6 are deemed to apply to this **insured section B**, as if printed below in full with all references to

insured section A replaced by references to **insured section B**, unless otherwise provided in this **insured section B**.

3.7.2 Safety of books and records

It is a condition precedent to any claim under this **insured section** that the **insured** will keep all books of account or other **business** books or records in which customers' accounts are shown in a specific fire-resisting cabinet or safe when not in use and all data in respect of customers' accounts in any electronic business equipment or computer must be backed up at least weekly, onto a disk/tape and kept away from the **premises**.

4 Insured section A and B exclusions

The **insurer** is not liable under **insured sections A and B**, for the amount of the **excess** as stated in the **schedule** as applicable to each respective **insured section**.

In addition and subject to the amendment that clauses 4.1 - 4.10 shall not exclude any subsequent **damage** resulting from any ensuing cause which is not otherwise excluded, **insured sections A and B** exclude and do not cover **damage** or loss caused by or interruption or interference caused by **damage** resulting from:

4.1 Aircraft travelling at supersonic speeds

or consisting of, pressure waves caused by aircraft, other aerial device or satellite travelling at sonic or supersonic speeds;

4.2 Boiler explosion and failure

4.2.1 explosion, failure or collapse of a boiler (but not a boiler used for domestic purposes only) economiser or other vessel, machine, apparatus or pipework at the **premises** in which internal pressure is due to steam only belonging to or under the control of the **insured**;

4.2.2 joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels of any range of steam and feed piping in connection therewith;

but this exclusion clause 4.2 will not apply to consequential loss as described by **insured section B**.

4.3 Defective design

defective design, latent defect, the use of defective materials, the misapplication of tools or other defective workmanship;

4.4 Electrical or mechanical breakdown

electrical or mechanical breakdown or failure or derangement including but not limited to overrunning, overheating or short-circuiting, but not excluding any other **damage** resulting from such breakdown, failure or derangement.

4.5 Frost

frost or freezing;

4.6 Gradual change

corrosion, gradual change or deterioration, change of temperature, colour, texture, finish, inherent vice, rust, shrinkage, infestation, insects or vermin;

4.7 Processing

the **property insured**:

4.7.1 undergoing any process including but not limited to cleaning, repairing, restoring, renovating, testing, commissioning or packaging;

4.7.2 itself undergoing any heating process or any process involving the application of heat,

4.8 Theft and fraud

4.8.1 theft or attempted theft unless involving entry to or exit from the buildings at the **premises** by forcible and violent means or by violence or threat of violence to the **insured** or any **employee** of the **insured** provided that this exclusion will not apply to:

- a) security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the **buildings'** walls gates fences fixed poles or fixed pylons at the **premises**;

- b) Lock Replacement endorsement clause, if any;
 - c) **Money**;
 - d) **Goods in transit**.
- 4.8.2** dishonesty of the **insured's employees** but this will not exclude theft or attempted theft as defined above;
- 4.8.3** any fraudulent or dishonest accessing, extraction, distortion, misappropriation or corruption of information or data contained in any computer or **electronic data** equipment or system;
- 4.8.4** for the purpose of this insurance forcible and violent entry to or exit from
- a) or through an internal door, office, cage, compartment or store within the buildings will not satisfy the rider to this theft exclusion unless the internal door, office, cage, compartment or store is the sole part of the buildings occupied by the **insured**;
 - b) buildings at night or whenever they are closed for **business** will not satisfy the rider to this theft exclusion unless:
 - i) all protections existing at the commencement date of this **policy** or subsequently fitted at the request of the **insurer** are maintained in proper working order and put into operation; and
 - ii) the keys for such protections and the keys of any safes containing any of the **property insured** are removed from the **premises**.
- 4.9 Water table level**
change in water table level;
- 4.10 Wear and tear**
wear and tear, marring or scratching;
- 4.11 Disused, unoccupied or vacant buildings**
- a) escaping water from any pipe, tank, water system or automatic sprinkler installation;
 - b) riot, civil commotion or malicious damage;
 - c) theft or theft damage;
- in respect of any **building** which is unoccupied, vacant or disused for period of thirty (30) or more consecutive days.
- 4.12 Electronic risks**
or contributed to by, directly or indirectly, distortion, erasure, corruption, or alteration of **electronic data** from any cause whatsoever (including but not limited to **virus or similar mechanism, hacking or denial of service attack**) or loss of use, reduced functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 4.13 Excluded property**
- 4.13.1** or in connection with the following property unless specified to the contrary in the **schedule**:
- a) livestock, fishstock growing crops or trees;
 - b) watercraft or aircraft, other aerial devices or satellites;
 - c) motor vehicles or their contents, accessories, caravans or trailers;
 - d) **money**, bullion, foreign coins counterfeit or substitute **money** other than as stated in **insured section A**;
 - e) land, piers, jetties, bridges, culverts or excavations;

- f) china, earthenware, marble or other fragile or brittle objects;
 - g) computers and data processing equipment.
- 4.13.2** or in connection with the following property unless the **damage** is caused by fire, lightning, aircraft, explosion, riot, civil commotion, malicious persons, impact or earthquake:
- a) moveable property in the open, gates or fences;
 - b) any motor vehicle the use of which is not permanently confined to the **premises**;
 - c) property in the course of erection or installation;
- 4.14 Explosives**
damage of or to explosives;
- 4.15 Ionising radiation**
 in whatever form, directly or indirectly, or contributed to, by or in connection with, **nuclear hazards**;
- 4.16 Non specific loss or damage**
- 4.16.1** loss resulting from disappearance or which is not identifiable by the **insured** with a specific occurrence or is unexplained and which has not been notified under the terms of clause 13 (Duties in event of a claim or potential claim);
 - 4.16.2** loss revealed only during an inventory or stocktaking;
 - 4.16.3** loss arising from misfiling or misplacing of property, information or data;
- 4.17 Northern Ireland**
- 4.17.1** or happening through or in consequence directly or indirectly of riot or civil commotion occurring in Northern Ireland.
- 4.18 Pollution**
 pollution or contamination except **damage to property insured** by:
- 4.18.1** pollution or contamination which itself results from a defined peril;
 - 4.18.2** a defined peril which itself results from pollution or contamination;
- (and for the purpose of this exclusion defined peril means fire lightning explosion earthquake aircraft, other aerial device or satellite or articles dropped therefrom, riot civil commotion strikers locked out workers person taking part in labour disturbances malicious persons other than thieves storm flood escape of water or oil from any tank or pipe sprinkler leakage theft or impact by any vehicle or animal);
- 4.19 Subsidence or collapse**
 in respect of **buildings**:
- 4.19.1** subsidence, ground heave or landslide;
 - 4.19.2** normal settlement, bedding down of new structures;
 - 4.19.3** collapse.
- 4.20 War and terrorism**
 or contributed to, by or in connection with, in whatever form, directly or indirectly, any act of **war** or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss nor will the **insurer** have any liability for loss, **damage**, costs and expenses directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action controlling, preventing, suppressing, retaliating against or responding to any act of **war** or **terrorism**.

5 Insured section C - Employers' liability

5.1 Employers' liability cover

5.1.1 The **insurer** agrees to indemnify the **insured** for all sums that the **insured** will become legally liable to pay as damages, including claimant costs recoverable from the **insured**, arising out of **bodily injury** caused during the **period of insurance** and sustained by an **employee** in the course of employment by the **insured** in the **business** except that where such employment is undertaken temporarily outside the **United Kingdom** the **employee** must be:

- a) ordinarily resident within the **United Kingdom** at the time the **bodily injury** is caused; and
- b) intending to return to the **United Kingdom** following completion of the temporary overseas employment, and the temporary overseas employment outside the **United Kingdom** is not intended or planned to exceed twelve (12) months duration.

5.2 Additional employers' liability costs and expenses

5.2.1 Following any event which is or may be the subject of indemnity under clause 5.1.1, whether or not **bodily injury** has occurred, the **insurer** agrees to indemnify the **insured** for **costs and expenses** but the **costs and expenses** form part of the **limit of indemnity** and do not increase the **limit of indemnity**.

5.3 Employers' liability extensions

5.3.1 Contractual liability

Where any contract or agreement entered into by the **insured** so requires the **insurer** will:

- a) indemnify the **insured** against liability arising in connection with and assumed by the **insured** by virtue of such contract or agreement but only so far as concerns liability as defined in this **insured section** to **employees** of the **insured**; and
- b) waive rights of subrogation against any party specified in the contract or agreement;

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

5.3.2 Cross liabilities

For each legal entity comprising the **insured**, the **insurer** will separately indemnify each party under this **insured section** as if a separate **policy** had been issued to each provided that in respect of claims made or **suits** brought against any of them by any other person the **insurer's** total liability to all parties, will not exceed the **limit of indemnity**.

5.3.3 Data Protection Act

We will within the terms of this Subsection indemnify You against liability for damages in respect of Damage 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 and first made against You during the Period of Insurance provided that:

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed £1,000,000 or the amount stated as the Limit of Indemnity in the Schedule to this Subsection.
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn

- 3) We shall not provide indemnity
 - 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
 - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 3.3) for the costs of replacing reinstating rectifying or erasing any personal data
 - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
 - 3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
 - 3.6) against Contractual Liability
 - 3.7) against liability in respect of Bodily Injury to any person or Damage to Property"

5.3.4 Indemnity to other parties

At the request of the **insured**, the **insurer** will separately indemnify each **other insured party** provided that the:

- a) **insured** would have been entitled to indemnity by this insurance had the claim or **suit** been made against the **insured**;
- b) **other insured person** is not indemnified under any other insurance or in any other way;
- c) **insurer** has the sole conduct and control of any claim;
- d) **other insured party** agrees it will be bound by this **policy** (other than in respect of premium) as if it were the **insured**.

5.3.5 Medical treatment

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

5.3.6 Principals

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

- a) the principal shall as though he were the **insured** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and
- b) the **insurer's** liability under this clause shall in no way operate to increase the **limit of indemnity**;
- c) the principal is not indemnified under any other insurance or in any other way.

5.3.7 Statutory defence costs including Health and Safety At Work, Etc. Act 1974

The **insurer** will, with its prior consent which consent will not be unreasonably withheld, indemnify the **insured** and at the request of the **insured** any **other insured party**, in respect of legal **costs and expenses** incurred in defending:

- a) any alleged breach of statutory duty (including any prosecution brought under

sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and / or

- b) allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against the **insured** or any **other insured party**;

provided that the prosecution or proceedings relate to:

- i) an offence alleged to have been committed during the **period of insurance** and in the course of **business**;
- ii) **bodily injury** to, or potential **bodily injury** to **employees** including their health, safety and welfare;

and, the **insurer** will also pay to the **insured**:

- iii) **costs and expenses** of appeal including appeal against improvement and prohibition notices incurred with its written consent which consent will not be unreasonably withheld;
- iv) prosecution costs awarded against the **insured**;

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

- v) circumstances where the **insured** or any **other insured party** is entitled to indemnity by any other legal expenses, motor or employment protection policy;
- vi) in respect of allegations of manslaughter, corporate manslaughter or corporate homicide, any amount in excess of a **limit of indemnity** of GBP1,000,000 any one claim or series of claims arising out of the same prosecution or proceedings.

5.3.8 Unsatisfied court judgments

In the event of a judgment for damages being obtained:

- a) by any **employee**, or the personal representatives of any **employee**, in respect of **bodily injury** to such **employee** that arises out of and in the course of his employment by the **insured** in the **business**, against any person operating from premises in the **United Kingdom**; and
- b) which remains unsatisfied in whole or in part six (6) months after the date of such judgment;
- c) in any court of law except a court operating under the laws of **North America**;

then at the **insured's** request, the **insurer** will pay the amount of damages or costs awarded to the **employee** or the personal representatives of the **employee** to the extent that they remain unsatisfied provided that:

- i) there is no appeal outstanding; and
- ii) the judgment relates to **bodily injury** which would otherwise be indemnified by this **insured section**; and
- iii) the **insurer** will be entitled to take over and prosecute for its own benefit any claim against any other person and the **insured**, the **employee** or the personal representatives of the **employee** will give the **insurer** all the information and assistance the **insurer** may require.

5.4 Employers' liability limitations and exclusions

This **insured section C** excludes and does not cover:

5.4.1 Asbestos

Underwriters will not indemnify the Insured in respect of any liability arising under this section arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos other than to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of GBP5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events or a series consequent on or attributable to one source or original cause.

It is a condition precedent to the liability of Underwriters that the Insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

5.4.2 Employment practices dispute

liability which arises out of:

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

and which is or is capable of being insured under a generally available Employment Practices Liability Insurance Policy but this exclusion shall not apply in respect of compensatory damages for **bodily injury** required by the Employers' Liability (Compulsory insurance) Regulations 1998;

5.4.3 Fines and penalties

liability for payment of any fines or penalties imposed or ordered to be paid;

5.4.4 Limit of indemnity

liability in excess of the **limit of indemnity** stated in the **schedule**;

5.4.5 North American jurisdiction

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

5.4.6 Nuclear hazards

liability that attaches by or arising from the terms of any contract (other than contracts of employment between the **insured** and its employees) or agreement for **bodily injury** caused by **nuclear hazards**;

5.4.7 Road traffic legislation

liability for **bodily injury** sustained by an **employee** when the **employee** is

- a) being carried in or upon a vehicle; or
- b) entering or getting onto or alighting from a vehicle

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

5.4.8 Workman's compensation or social security payment

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

5.5 Other employers' liability terms and conditions

5.5.1 Conflict of interest

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

5.5.2 Terrorism

The Underwriters will not indemnify the Insured in respect of any liability arising under this section arising out of Terrorism other than to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of employees, in which case a sub-limit of GBP5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim or series of claims against the Insured.

6 Insured section D - Public liability

6.1 Public liability cover

- 6.1.1 The **insurer** agrees to indemnify the **insured** by the terms of this **insured section** against legal liability to pay damages, including claimant costs recoverable from the **insured**, as a result of **bodily injury, personal injury, damage or denial of access** that occurs during the **period of insurance** and arises out of and in connection with the **business**.

6.2 Additional public liability costs and expenses

- 6.2.1 Following any event which is or may be the subject of indemnity under this **insured section** the **insurer** agrees to indemnify the **insured** for **costs and expenses** but the **costs and expenses** form part of and are not additional to the **limit of indemnity** with respect to any insured event under this **insured section**.

6.3 Public liability extensions

6.3.1 Data Protection Act

We will within the terms of this Subsection indemnify You against liability for damages in respect of Damage 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 and first made against You during the Period of Insurance provided that:

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed £1,000,000 or the amount stated as the Limit of Indemnity in the Schedule to this Subsection.
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn
- 3) We shall not provide indemnity
 - 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
 - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 3.3) for the costs of replacing reinstating rectifying or erasing any personal data
 - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
 - 3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
 - 3.6) against Contractual Liability
 - 3.7) against liability in respect of Bodily Injury to any person or Damage to Property

6.3.2 Defective Premises Act 1972

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

6.3.3 Extended indemnity

The insurance by this **insured section** is extended to indemnify the **insured**, any **other insured party** and/ or any rider of a **horse** which has received the **insured's** express prior permission to do so, for legal liability to pay damages, including claimant costs recoverable from the **insured**, as a result of **bodily injury, personal injury, damage or denial of access** that occurs whilst riding for personal purpose and pleasure on a **horse** belonging to or in the care, custody or control of the **insured**. This extension shall not cover liability that arises out of the above where a fee has been charged and such use is in connection with the **business**.

6.3.4 Veterinary liability

The insurance by this **insured section** is extended to indemnify any veterinary surgeon or medical person with regard to their engagement by the **insured** for third party **bodily injury, personal injury, damage or denial of access** arising from or in connection with their engagement by the **insured**, provided that no liability for any professional liability, malpractice or treatment shall be covered hereunder.

6.3.5 Overseas liability

At the request of the **insured** the insurance by this **insured section** is extended to indemnify the **insured** and any of the **insured's employees** or directors (including their family or persons normally resident with them), against legal liability for **bodily injury, personal injury, damage, or denial of access** while temporarily outside the **United Kingdom** in connection with the **business**, provided that such **bodily injury, personal injury, advertising injury, damage or denial of access** does not arise out of the ownership or occupation of land or buildings.

6.4 Public liability limitations and exclusions

In addition to the limitations and exclusions applicable to this **insured section** in clause 11, this **insured section** excludes and does not cover:

6.4.1 North America

bodily injury, personal injury, damage or denial of access within **North America** but this exclusion will not apply to non-manual visits by the **insured's employees** resident outside **North America** who are temporarily visiting **North America** in the course of their employment;

6.4.2 Pollution and products

bodily injury, personal injury, damage or denial of access arising out of or from or:

- a) brought about by or contributed to by **pollution**;
- b) in connection with the **insured's products**;

6.4.3 Unaccompanied Hacks

bodily injury, personal injury, damage or denial of access arising out of or from any unaccompanied hack.

6.4.4 Work away

- a) **damage** to materials, parts or equipment furnished in connection with performance of the **work away** but this limitation shall not be applied to **products** previously supplied under any previous contract; or

- b) **damage** to property that is removed, repaired, adjusted, altered, reinstated, withdrawn or disposed of in the course of and necessitated by the performance of the **work away**; or
- c) any expenditure incurred by the **insured** or others for the removal, repair, adjustment, alteration, reinstatement, withdrawal, inspection or disposal of the **work away** as a result of any defect (suspected or known) in or unsuitability for the intended purpose of the **work away**.

7 Insured section E - Products liability

7.1 Products liability cover

- 7.1.1 The **insurer** agrees to indemnify the **insured** by the terms of this **insured section** against legal liability to pay damages, including claimant costs recoverable from the **insured** as a result of **bodily injury, personal injury, damage or denial of access** that occurs during the **period of insurance** and arising out of or from or in connection with the **insured's products**.

7.2 Additional products liability costs and expenses

- 7.2.1 Following any event which is or may be the subject of indemnity under this **insured section** the **insurer** agrees to indemnify the **insured** for **costs and expenses** but the **costs and expenses** form part of and are not additional to the **limit of indemnity** with respect to any insured event under this **insured section**.

7.3 Products liability extensions

Not applicable to this **insured section**.

7.4 Products liability limitations and exclusions

In addition to the limitations and exclusions applicable to this **insured section** in clause 11, this **insured section** excludes and does not cover:

7.4.1 Aircraft

liability arising out of any **product** or part thereof which with the **insured's** knowledge is intended to be incorporated into the structure, machinery or controls of any aircraft, other aerial device or satellite;

7.4.2 North America

liability within **North America**;

7.4.3 Pollution

liability arising out of or from or brought about by or contributed to by **pollution**.

8 Insured section F - Pollution liability

8.1 Pollution liability

- 8.1.1 The insurer agrees to indemnify the **insured** by the terms of this **insured section** against legal liability to pay **damages**, including claimant costs recoverable from the **insured** as a result of **bodily injury, personal injury, damage or denial of access**, arising out of or from **pollution** occurring during the course of **business** provided that the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**.

8.2 Additional pollution liability costs and expenses

- 8.2.1 Following any event which is or may be the subject of indemnity under this **insured section** the **insurer** agrees to indemnify the **insured** for **costs and expenses** but the **costs and expenses** form part of and are not additional to the **limit of indemnity** with respect to any insured event under this **insured section**.

8.3 Pollution liability extensions

8.3.1 Legionella

Notwithstanding exclusion 11.16, the **insurer** will indemnify the **insured** and any **other insured party** for all sums (including claimants' costs and expenses) which the **insured** becomes legally liable to pay in respect of any claim(s) first made against the **insured** and notified to the **insurer** during the **period of insurance** resulting from **legionella** causing **bodily injury, personal injury damage or denial of access** except that the **insurer** shall not be liable for:

- a) any amount in excess of the sub-limit of **indemnity** any one occurrence and in the aggregate as specified in the **schedule**;
- b) any claims which arise out of any circumstances notified to previous insurers or known to the **insured** at the inception of this **policy**;
- c) any claims for **bodily injury** or **personal injury** arising from employment;
- d) any claims made against the **insured** for **legionella** where the occurrence giving rise to the claim happened prior to the inception date (From: date) stated in the **schedule**.

8.3.2 Environmental statutory liability

The insurance by this **insured section** is extended to indemnify the **insured** for all sums, including statutory debts, that the **insured** is legally liable to pay for remediation or **preventative costs** in respect of environmental damage where such liability arises under an environmental protection directive, statute or statutory instrument, provided that:

- a) liability arises from **pollution** occurring during the course of **business** and is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**;
- b) the insurance by this extension excludes and does not cover any sum incurred:
 - i) in respect of **preventative costs** for prevention of imminent threat of environmental damage to the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control; or
 - ii) in respect of primary, complementary or compensatory remediation for damage to the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control; or

- iii) in respect of the removal of any significant risk of an adverse effect on human health on the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control; or
- iv) in achieving any improvement or alteration in the condition of the land the atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences; or
- v) in respect of **preventative costs** for prevention of imminent threat of environmental damage where such sums are incurred without there being any actual occurrence of **pollution, damage** or harm to human health; or
- vi) in excess of the sub **limit of indemnity** of GBP1,000,000 for any one occurrence which sum shall be the maximum the **insurer** will pay, inclusive of all **costs and expenses**, in the aggregate during any one **period of insurance**.

8.4 Pollution liability limitations and exclusions

In addition to the limitations and exclusions applicable to this **insured section** in clause 11, this **insured section** excludes and does not cover:

8.4.1 North America

liability in respect of or arising from **pollution** within **North America**;

8.4.2 Owned or previously owned premises

liability for **damage** or **denial of access** to land or **premises** (including land or water within or below the boundaries of such land or **premises**) that are presently or were at any time previously owned, leased, hired or tenanted by the **insured** or otherwise in the **insured's** care, custody or control.

9 Insured section G - Personal liability

9.1 Personal liability cover

- 9.1.1 The **insurer** agrees to indemnify any **insured member** by the terms of this **insured section** against legal liability to pay damages, including claimant costs recoverable from the **insured**, as a result of **bodily injury, personal injury, damage or denial of access** that occurs during the **period of insurance** and arises out of and in connection with **equine activities** and **related equine activities**.

9.2 Additional personal liability costs and expenses

- 9.2.1 Following any event which is or may be the subject of indemnity under this **insured section** the **insurer** agrees to indemnify the **insured** for **costs and expenses** but the **costs and expenses** form part of and are not additional to the **limit of indemnity** with respect to any insured event under this **insured section**.

9.3 Personal liability extensions

9.3.1 Extended indemnity

The insurance by this **insured section** is extended to indemnify the **insured member**, any **other insured party** and/ or any rider of a **horse** which has received the **insured member's** express prior permission to do so, for legal liability to pay damages, including claimant costs recoverable from the **insured member**, as a result of **bodily injury, personal injury, damage or denial of access** that occurs whilst riding for personal purpose and pleasure on a **horse** belonging to or in the care, custody or control of the **insured member**. This extension shall not cover liability that arises out of the above where a fee has been charged and where such use is in connection with any business.

9.3.2 Grooms indemnity

The insurance by this **insured section** is extended to indemnify any groom, which is engaged in working for the **insured member**, for legal liability to pay damages, including claimant costs recoverable from the **insured**, as a result of **bodily injury, personal injury, damage or denial of access** that occurs whilst undertaking or conducting such work on behalf of the insured member in relation to a **horse** belonging to or in the care, custody or control of the **insured member**.

9.4 Personal liability limitations and exclusions

In addition to the limitations and exclusions applicable to this **insured section** in clause 11, this **insured section** excludes and does not cover:

9.4.1 North America

bodily injury, personal injury, damage or denial of access within **North America**.

9.4.2 Professional and business activities

bodily injury, personal injury, damage or denial of access arising out of or from **equine activities** or **related equine activities** when undertaken as a professional or being undertaken as part of the **insured members** business or occupation, irrespective of whether a fee is charged or not including the supervision of other riders.

9.4.3 Insured members family

bodily injury or **personal injury** to any person which is part of the **insured member's** family or household.

10 Insured section H – Coverage extensions to insured sections D, E and F

10.1 Contractual liability

Subject always to the exclusion set out in clause 11.20, where any contract or agreement entered into by the **insured** so requires the **insurer** will:

10.1.1 indemnify the **insured** against liability arising in connection with and assumed by the **insured** by virtue of such contract or agreement but only so far as concerns liability as defined in these **insured sections**; and

10.1.2 waive rights of subrogation against any party specified in the contract or agreement;

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

10.2 Cross liabilities

For each legal entity comprising the **insured**, the **insurer** will separately indemnify each party under this **insured section** as if a separate **policy** had been issued to each but in respect of claims made or **suits** brought against any of them by any other **insured** the **insurer's** total liability to all parties, will not exceed the **limit of indemnity**. Further, where requested by the **insured**, the **insurer** will waive all rights of subrogation against a subsidiary of the **insured** or from a subsidiary against the parent (the **insured**).

10.3 Forestry commission and Ministry of Defence

The **insurer** will indemnify the **insured** under any agreement between the **insured** and the Forestry Commission and/or the Ministry of Defence in respect of liability assumed under the terms of the agreement provided that the **insurer** shall not be liable for

- (a) liquidated damages, fines or penalties,
- (b) damage to any contract works,
- (c) damage to materials, plant or equipment used in performance of the contract by the **insured**, their principals or subcontractors.

To the extent that may be required by such contract or agreement the **insurer** will waive rights of subrogation against any party specified in the contract or agreement.

10.4 Horses under the insured's care custody and control

This insured section shall indemnify the **insured** in respect of liability, for injury, illness or disease (fatal or non-fatal) to **horses** in the care, custody or control of the **insured** or any **employee** of the **insured** within the **United Kingdom**. Northern Ireland, and the Channel Islands.

Provided that the liability of the **insurer** for all damages payable by the **insured** under this insured section in respect of all claims against the **insured** arising out of occurrences happening during the **period of insurance** set forth in the **schedule** shall not exceed the amount stated in the **schedule** as the **limit of indemnity** for this insured section.

The **insurer** shall not be liable for:-

- (a) intentional slaughter except where the **insurer** has agreed to the destruction or where a veterinary surgeon has certified that destruction is imperative for humane reasons. In such cases the **insurer** shall have the right to a post mortem examination carried out by a Veterinary Surgeon.

- (b) Injury, illness or disease directly or indirectly caused by or arising from any malicious or willful act of the **insured** or any **employee** of the **insured**.
- (c) any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months.
- (d) Injury to any mare occurring whilst said mare is:-
 - (i) being covered by a stallion.
 - (ii) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place.
 - (iii) at stud and Injury is directly attributable to the mare being in foal.
- (e) injury, illness or disease directly or indirectly arising out of the administration of any medicament or treatment by the **insured** or any **employee** of the **insured** unless under the direction of a qualified veterinary surgeon.
- (f) injury, illness or disease to any **horse** or pony owned by the **insured** or any member of the **insured's** family.

The liability of the insurer under these extensions for damages payable in respect of any one claim or number of claims arising out of any one cause shall not exceed the **indemnity limit** stated in the **schedule** in any one **period of insurance**.

10.5 Indemnity to other parties

10.5.1 At the request of the **insured**, the **insurer** will separately indemnify each **other insured party** provided that the:

- a) **insured** would have been entitled to indemnity by this insurance had the claim or **suit** been made against the **insured**;
- b) **other insured party** is not indemnified under any other insurance or in any other way;
- c) **insurer** has the sole conduct and control of any claim;
- d) **other insured party** agrees it will be bound by this **policy** (other than in respect of premium) as if it were the **insured**.

10.6 Landowners indemnity

The **insurer** will indemnify any landowner in the same manner as the **insured** on whose land events or other activities organised by the **insured** are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only, provided that the landowner shall observe the terms, conditions, and exceptions of this **policy**.

10.7 Member to member

Unless indemnity is provided by any other insurance **insured** is deemed to include the individual members of the insured riding club, riding school or equestrian centre who shall be indemnified as if a separate policy has been issued to each member provided that the **insurer** will not be liable in the aggregate for any amount in excess of the **limit of indemnity** stated in the **schedule**.

10.8 Motor liability

10.8.1 Notwithstanding exclusion 11.24 to **insured sections D, E, F and H**, the **insurer** agrees to indemnify the **insured** and any **other insured party** in respect of liability arising out of or from:

- a) the use of any mechanically propelled vehicle as a tool or plant; or
- b) the loading or unloading of any mechanically propelled vehicle or trailer when carried out beyond the limits of any carriageway or thoroughfare by a person other than the driver or attendant of any such vehicle or trailer; or
- c) the movement of any mechanically propelled vehicle not owned hired or borrowed by or leased to the **insured** or any **other insured party** on or under any **premises** occupied by the **insured** where such vehicle is causing an obstruction and interfering with the performance of the **business**; or
- d) **damage** to visitors' or **employees'** mechanically propelled vehicle (including contents and/or accessories) while parked within any car park for which the **insured** are responsible or on any **premises** occupied by the **insured** provided that:
 - i) such vehicle is not lent or hired to the **insured**; or
 - ii) the **damage** to an **employee's** vehicle does not arise out of the maintenance, operation or use of a vehicle by that **employee**;

10.8.2 except always that the indemnity provided by this clause excludes liability for which insurance is necessary to comply with the Road Traffic Act 1988 as amended by The Motor Vehicles (Compulsory Insurance) Regulations 1992 or any alteration to such regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands or to any other territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against civil liability in respect of the use of motor vehicles or similar legislation in any country outside the European Union.

10.9 Motor contingent liability

10.9.1 Notwithstanding exclusion 11.25 to **insured sections D,E,F and H**, the **insurer** agrees to indemnify the **insured** and any **other insured party** in respect of liability arising out of or from the operation or use of any mechanically propelled vehicle not owned hired or borrowed by or leased to the **insured** or any **other insured party** and used in the course of **business** provided that this clause excludes and the **insurer** will not be liable for:

- a) **damage** to such vehicle or to property conveyed therein or thereon, or
- b) **bodily injury or damage** arising while such vehicle is being driven by:
 - i) any insured person other than an **employee**; or
 - ii) any person who to the **insured's** knowledge or the knowledge of any director, officer or manager of the **insured** does not hold a licence to drive such vehicle;
- c) **bodily injury or damage** caused or arising while such vehicle is:
 - i) engaged in racing, pace-making, reliability trials or speed testing;
 - ii) being used outside the **United Kingdom**;
- d) **bodily injury or damage** in respect of which the **insured** or any **other insured party** is entitled to indemnity under any other insurance.

10.9.2 except always that the indemnity provided by this clause excludes liability for which insurance is necessary to comply with the road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 or any alteration to such regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the channel Islands or to any other territory consequent on the third Council Directive 90/232/EEC of 14/5/1990 relating to insurance against civil liability in respect of the use of motor vehicles or similar legislation in any country outside the European Union.

10.10 Principals

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

- a) the principal shall as though he were the **insured** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and
- b) the **insurer's** liability under this clause shall in no way operate to increase the **limit of indemnity**; and
- c) the principal is not indemnified under any other insurance or in any other way.

10.11 Property in the insured's care, custody and control

10.11.1 Notwithstanding the exclusions at clauses 6.4.2, 7.4.3 or 11.24, but subject to the exclusion at clause 8.4.2, the **insurer** agrees to extend coverage under **insured sections D, E, F and H** to indemnify the **insured** in respect of liability arising out of or from:

- a) **damage** to personal effects (including vehicles and their contents) of the **insured's employees**, directors, officials, visitors or guests; or
- b) **damage** to **premises** including landlord's contents, fixtures and fittings not owned by the **insured** but leased or rented by them in the course of **business**, but always excluding liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement; or
- c) contractual liability that arises from an agreement requiring insurance to be maintained in force in respect of loss of or **damage** to such **premises** and their fixtures and fittings;
- d) **damage** to premises or the contents thereof not belonging to or leased to or rented to the **insured** or otherwise in the **insured's** custody or control but temporarily occupied by the **insured** for **work away** therein but no indemnity is provided by this clause for **damage** to that part of the property on which the **insured** is working and which arises out of such **work away**.

10.12 Statutory defence costs including Health and Safety At Work, Etc. Act 1974

10.12.1 The **insurer** will, with its prior consent which consent will not be unreasonably withheld, indemnify the **insured** and at the request of the **insured** any **other insured party**, in respect of **legal costs and expenses** incurred in defending:

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

provided that the prosecution or proceedings relate to:

- i) an offence alleged to have been committed during the **period of insurance** and in the course of **business**;
- ii) **bodily injury** to, or potential **bodily injury** to persons other than **employees**; and, the **insurer** will also pay to the **insured**:
- iii) **costs and expenses** of appeal including appeal against improvement and prohibition notices incurred with its written consent which consent will not be unreasonably withheld;
- iv) prosecution costs awarded against the **insured**;

10.12.2 The indemnity by this clause excludes and does not cover:

- a) circumstances where the **insured** or any **other insured party** is entitled to indemnity by any other legal expenses, motor or employment protection policy;

- b) in respect of allegations of manslaughter, corporate manslaughter or corporate homicide, any amount in excess of a **limit of indemnity** of GBP1,000,000 any one claim or series of claims arising out of the same prosecution or proceedings.

10.12.3 For the avoidance of doubt the under noted statutes, whilst not exhaustive, are included within the statutes or regulations contemplated for which defence costs are insured by this clause:

- a) Health and Safety at Work, etc. Act 1974, but only sections 2 to 8,
- b) Health and Safety at Work (Northern Ireland) Order 1978,
- c) The Trade Description Act 1968
- d) Part II of the Consumer Protection Act 1987
- e) Part II of the Food Safety Act 1990.

11 Exclusions to insured sections D, E, F, G and H

Insured sections D, E, F, G and H exclude and do not cover:

11.1 Advertising injury

any loss arising out of or from any **advertising injury**.

11.2 Advice, design or plans provided for a fee

any loss arising out of or from:

11.2.1 advice, design, plans, specifications, formulae, surveys, or directions prepared or given by the **insured** or **other insured party** for a fee but this shall not exclude such liability arising in conjunction with **products** supplied;

11.2.2 professional services rendered by or on behalf of the **insured**.

Except this exclusion shall not apply in respect of tuition or lessons for a fee at a licensed establishment when conducted or provided by a suitably qualified or experienced **employee** or **insured**.

11.3 Aircraft and watercraft

any loss arising out of or from the ownership, possession or use of any aircraft, other aerial device or satellite, or any watercraft other than:

11.3.1 motor barges not exceeding seventy five (75) ton capacity on inland waterways;

11.3.2 hand-propelled craft, sailing vessels and motor launches not exceeding fifteen (15) metres in length and only when operated in inland waterways;

11.3.3 watercraft not belonging to or chartered by the **insured** but used by them for business entertainment provided that;

- i) such watercraft is primarily owned and operated as a river cruise vessel;
- ii) such watercraft is insured by the owner or charterer under a policy of marine insurance;
- iii) the **insurer** will not indemnify the **insured** in respect of liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement;

11.4 Asbestos

Underwriters will not indemnify the Insured in respect of any 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 whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

11.5 Children

bodily injury, personal injury, damage or denial of access arising out of or from or sustained by any child under four (4) years of age whilst under the instruction or guidance of the **insured** unless specifically agreed by the **insurer** in writing.

11.6 Component building material

The Underwriters shall not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

11.7 Costs and expenses arising from a deliberate act

costs and expenses incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by or on behalf of the **insured** or **other insured party** if the result of such act or omission could reasonably have been expected to constitute an offence under any legislation;

11.8 Costs of recall or guarantee

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

11.9 Damages arising from a deliberate act

bodily injury, damage or denial of access, and any associated **costs and expenses**, either expected or intended by the **insured** or **other insured party** but this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property;

11.10 Electronic data

11.10.1 Liability:

- a) arising from loss, alteration or impairment of, or damage to, information and/or data in electronic form;
- b) arising from malicious acts of any person carried out by electronic means;
- c) for defamation or harassment carried out by electronic means;

11.10.2 but this exclusion shall not apply in respect of liability for any ensuing accidental **bodily injury** (save for mental injury or mental disease) or **accidental damage** which is not otherwise excluded;

11.11 Employment practices dispute

liability which arises out of:

11.11.1 a dispute between an employer / prospective employer and **employee** / prospective **employee** referred or capable of being referred to an Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal as provided by the Employment Rights Act 1986; or

11.11.2 a settlement or adjudication of or under the auspices of an Employment Tribunal or ACAS; and liability by clause 11.10.1 and / or 11.10.2 which is or is capable of being insured under a generally available Employment Practices Liability Insurance Policy;

11.12 Excess

the amount of the **excess** as applicable and stated in the **schedule**;

11.13 Excluded activities

bodily injury, personal injury, damage or denial of access arising out of or occasioned by any activity that is not within the normal course of the **business** stated in the **schedule** unless specifically agreed by the **insurer**.

11.14 Excluded riding

bodily injury, personal injury, damage or denial of access arising out of or occasioned by horse racing, point to point racing or steeplechasing, except this exclusion shall not apply to endurance riding or racing which is part of an association event the primary purpose of which is not racing and providing the race is not being run under the rules of any turf or similar authority.

11.15 Financial loss

liability for pure financial loss that is not consequent upon **bodily injury or damage**;

11.16 Fines, penalties or multiplication of compensatory damages

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

11.17 Fungus, Mould and Mildew – Public and Products Liability

the Underwriters shall not indemnify the Insured under this Section against

1. Damages, direct or consequential, on account of “bodily injury”, “property damage”, “personal or advertising injury”, “medical payments” arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
2. Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, dispose or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
3. Any obligation or duty to defend any actions on account of “bodily injury”, “property damage”, “personal or advertising injury” or medical payments arising out of resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) allergens.

irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens and whenever or wherever occurring.

for purposes of this exclusion, “bodily injury” shall include mental anguish, mental injury and/or emotional distress.

All other terms and conditions of this Insurance remain unchanged.

11.18 Intentional disregard of reasonable precautions

any insured event or loss arising or arising out of or continuing from the **insured's** deliberate, conscious or intentional disregard of the need to take all reasonable precautions to prevent an insured event or loss arising or continuing;

11.19 Legionella

bodily injury, personal injury, damage or denial of access arising out of, alleging or attributable to the existence of **legionella** except as stated as insured in clause 8.3.1;

11.20 Liability from employment

bodily injury sustained by any **employee** arising out of or in the course of employment by the **insured** in the **business**;

11.21 Libel and slander

Liability arising from or caused by the publication or utterance by or on behalf of the **insured** of a libel or slander.

11.22 Limit of indemnity

liability in excess of the **limit of indemnity** stated in the **schedule**;

11.23 Liquidated damages

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

11.24 North American jurisdiction

11.24.1 liability in respect of any judgment, award, payment, **costs and expenses** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part) unless otherwise stipulated in the **schedule**;

- i) but that this exclusion shall not apply to the insurance provided in respect of non-manual visits under clause 6.4.1 always providing that:
 - a. the **insurers** will not be liable to indemnify any entity based in, operating in or domiciled in **North America**; and
 - b. the indemnity provided by 11.22.i)a) excludes liability arising under any agreement or contract that would not arise in the absence of any agreement or contract.

11.25 Nuclear risks

11.25.1 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

11.25.2 any legal liability of whatsoever nature;

11.25.3 any sum which the **insured** becomes legally liable to pay or any loss or expense; directly or indirectly caused by or contributed to by or arising from or, in the case of 11.22.3) above, attributable to **nuclear hazards**;

11.26 Overseas domiciled operations

the **insured's** subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the **United Kingdom**;

11.27 Ownership or use of mechanically propelled vehicles

bodily injury, personal injury, damage or denial of access arising out of or from the ownership, maintenance, operation or use of any mechanically propelled vehicle by or on behalf of the **insured** or any **other insured party**;

11.28 Property in the insured's care, custody and control

damage to property owned, leased, hired or held in trust by the **insured** or under hire purchase or on loan to the **insured** or held otherwise in the **insured's** care, custody or control;

11.29 Protective headgear

bodily injury, personal injury, damage or denial of access arising out of or from any person not wearing the appropriate headgear whilst riding, including mounting and dismounting.

11.30 Sale and transfer

bodily injury, personal injury, damage, denial of access, financial loss, consequential loss or liability arising out of or in connection with any **horse** which is no longer under the care, custody and control of the **insured** due to such horse being sold or transferred to a third party. However, this exclusion shall not apply to liability that arises prior to the sale or transfer of any horse and which arises in connection with such sale or transfer of any horse, provided such liability arises from a **horse** still under the care, custody and control of the **insured** and such liability falls within the insuring terms of **insured section D** of this **policy**.

11.31 Sexual abuse

bodily injury, arising from allegations of rape or sexual abuse of any nature whether proven or otherwise.

11.32 Termination of membership

bodily injury, personal injury, damage or denial of access arising out of or from any person or **insured member** who has or had membership terminated, revoked, lapsed or cancelled in any way of the association named in the **schedule**.

11.33 The product itself

liability for **damage** to the **insured's product** or any part thereof arising from a defect or unsuitability thereof and pure financial loss arising therefrom;

11.34 War or terrorism

bodily injury, personal injury, pollution, damage or denial of access directly or indirectly caused by or contributed to by or arising from **war** or any act of **terrorism**.

11.35 Work away

bodily injury, personal injury, damage or denial of access arising out of or from:

- 11.35.1** the application of heat involving a naked flame or open heat source or use of oxyacetylene, electric arc or similar welding and cutting equipment, hot air paint strippers, grinding wheels, angle grinders, disc cutters or gas space heaters;
- 11.35.2** the handling or use of explosives;
- 11.35.3** the removal or weakening of support or the withdrawal of ground water from any land or structure;
- 11.35.4** work on or to the external structure of a building;
- 11.35.5** work carried out externally five (5) metres or higher above ground level;
- 11.35.6** waste storage or disposal;
- 11.35.7** work at, in or on towers steeples chimney shafts blast furnaces dams canals viaducts bridges or tunnels, aircraft airports ships docks piers wharves breakwaters or sea walls, collieries mines chemical works gas works oil refineries or power stations, offshore installations or bulk oil petrol gas or chemical storage tanks or chambers.

12 Conditions precedent to insured sections D, E, F and H

12.1 Bona fide subcontractors insurance check

It is a condition precedent to the **insurers** liability under this insurance that whenever work is undertaken on behalf of the **insured** by bona fide subcontractors for a fee the **insured** will at all times establish, maintain and abide by an administrative procedure for obtaining and storing evidence for the **insurer's** inspection that bona fide subcontractors effect public liability insurance that:

- 12.1.1 covers the work to be undertaken by the bona fide subcontractor;
- 12.1.2 is subject to a **limit of indemnity** of not less than the **insured's** own or GBP2,000,000, whichever is the greater,
- 12.1.3 includes an 'indemnity to principals' clause,
- 12.1.4 the insurance is revalidated every twelve (12) months throughout the duration of their contract with the **insured**.

12.2 Escape of Water

As regards liability caused by, arising from or contributed to by escape of water from the building, it is agreed as a condition precedent to the **insurer's** liability under this insurance that the **insured** will ensure that all water tanks, apparatus or pipes must be adequately lagged and / or that heating apparatus in the building is controlled by thermostatic switches set to activate the heating system whenever the temperature at the coolest point in the building drops to four (4) C.

12.3 Fire or explosion

As regards liability caused by, arising from or contributed to by fire or explosion, it is agreed as a condition precedent to the **insurer's** liability under this insurance that the **insured** will ensure that:

- 12.3.1 where battery charging of fork lift trucks or other plant is carried out at the **premises**, battery charging takes place:
 - a) in a building constructed wholly of non-combustible materials and used solely for battery charging or a specifically designated battery charging area;
 - b) with good ventilation to allow dispersal of hydrogen fumes;
 - c) within a 'No Smoking' area stipulated as such before battery charging commences and remaining a non-smoking area whilst the battery charging is being undertaken;
 - d) with battery chargers that are installed only upon a non-combustible floor, or wall mounted on a non-combustible structure;
 - e) with electrical cables and clips maintained in a sound condition, inspected at least once a month by a competent person and any damage rectified immediately;
 - f) with a distance of at least two (2) metres between any combustible materials, goods or articles and the fork lift trucks or the charging units if in a specifically designed battery charging area or with a barrier of non-combustible materials erected immediately around that area;
 - g) with precautions taken to prevent damage to electrical cables and equipment;
- 12.3.2 all combustible materials including but not limited to stock, packaging, pallets, waste, waste skips or bins stored at the **premises** are stored away from any building (with a minimum of ten (10) metres separation from any building or such other separation as agreed with the **insurer** and specified in the **schedule**);
- 12.3.3 the **premises** shall have been inspected by a NICEIC approved electrical contractor and the maximum period between inspections shall be in accordance

with IEE Regulations. Any faults revealed by such inspection shall have been or (in relation to future inspections) shall be immediately rectified. The **insured** shall produce a certificate confirming the above to the **insurer** within a period of thirty (30) days of being so requested;

12.3.4 cooking fume extraction canopies and ducting shall be cleaned at least once every six (6) months by independent contractors, and all filters, taps and other grease removal devices shall be cleaned at least once every seven (7) days;

12.3.5 all fire break doors, shutters and fire escapes will be maintained in efficient working order, kept unlocked during business hours and free of obstruction but kept securely locked when the business is closed;

12.3.6 all heating appliances together with any piping in connection therewith, be securely fixed and kept free from contact with combustible materials;

12.3.7 before the use of a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment is used by any person (whether a third party contractor, an employee or other) at the **premises** (other than in connection with the **insured's** trade processes) the **insured** will procure that:

- i) a hot work permit in the form set out in Loss Prevention Recommendation RC7 published by the Fire Protection Association (FPA), is completed jointly by the person responsible for carrying out the work and the **insured's** safety officer (or nominated person); and
- ii) the precautions and systems of work shown on the designated hot work permit are complied with;

12.3.8 waste and any other trade refuse will be:

- i) kept in closed metal receptacles outside working hours, or
- ii) swept up daily and removed from the **premises** and not allowed to accumulate around the **premises**.

12.3.9 in relation to any fire alarm specified and required by the **insurer** under the terms of this **policy** the **insured** will:

- i) ensure the fire alarm system is installed in accordance with the manufacturer's specification and any other specifications of the **insurer** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system will be made without the prior written consent of the **insurer**;
- ii) ensure that the fire alarm is in full and efficient working order at all times and regularly serviced under the manufacturer's maintenance contract and any other maintenance requirements of the **insurer**;
- iii) notify the **insurer** forthwith of any defects that arise in such alarm systems, procure that such defects are remedied as soon as is practicable and notify the **insurer** forthwith once such defects are remedied;
- iv) ensure that the fire alarm is tested at least weekly and continually set in active mode;
- v) notify the **insurer** immediately of any disconnection or failure of, or downgrading of the fire brigade response to the system likely to leave any area unprotected;
- vi) ensure that there are available keyholders notified to all appropriate services;

except that the **insurer** will not be liable to indemnify the **insured** subsequent to the **insured** receiving a written notification from a fire alarm company that the maintenance is suspended or from the relevant fire brigade that alarm signals from the **premises** will no longer be answered.

but cover provided by these **insured sections** will not be invalidated by any defect in the said system due to circumstances beyond the control of the **insured** arising after the systems have been properly set.

- 12.3.10** unless specifically agreed by endorsement by the insurer the buildings must be built of brick, stone or concrete and roofed with slate, tile or concrete and / or are as more particularly described in the survey report and in the proposal both of which must be lodged with the **insurer**.

12.4 Statutory requirements and licenses

It is agreed as a condition precedent to the **insurer's** liability under this **insured section** that the **insured** shall:

- 12.4.1** comply with all statutory requirements concerning the inspection of machinery and equipment;
- 12.4.2** obtain the necessary Local Authority licence(s) to conduct the **business** and take all reasonable steps to implement and maintain in force any and all control measures stated in the relevant operating schedule in order to comply with the regulations. Further if such licence is withdrawn or revoked then this insurance shall terminate with immediate effect.
- 12.4.3** comply with all necessary requirements under the Riding Establishment Act 1964 & 1970 in operating the **business**. If any licence under such act is withdrawn or refused then cover shall cease immediately.

13 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

For **insured section B** the words and expressions used in the **insured's** books and accounts will have the meaning attached to them herein. Any adjustments implemented in current cost accounting will be disregarded. Further to the extent that the **insured** are accountable to the tax authorities for value added tax all terms in **insured section B** will be exclusive of such tax,

13.1 Accident

Accident will mean a single, sudden and unexpected event, which occurs at an identifiable time and place.

13.2 Accidental damage

Accidental damage means damage caused suddenly and unexpectedly by an outside force.

13.3 Advertising injury

Advertising injury means:

- 13.3.1 oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods, **products** or services;
 - 13.3.2 oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;
 - 13.3.3 misappropriation of advertising ideas or style of doing business;
 - 13.3.4 infringement of copyrighted advertising materials, titles or slogans;
- in the course of advertising the **insured's** goods, **products** or services.

13.4 All other contents

All other contents means and is deemed to include:

- 13.4.1 **documents**, but only for the value of the materials together with the cost of clerical labour and/or computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the insured of the information contained therein, for an amount not exceeding GBP50,000;
- 13.4.2 patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement;
- 13.4.3 and so far as the same are not otherwise insured, personal property of principals, **employees**, partners or directors of the **insured** or visitors for an amount not exceeding GBP1,000 in respect of the property of any one person.

13.5 Annual gross revenue

Annual gross revenue means the **gross revenue, trend adjusted**, during the twelve (12) months immediately before the date of the **damage**.

13.6 Annual rent receivable

Annual rent receivable means the **rent receivable, trend adjusted**, during the twelve (12) months immediately before the date of the **damage**.

13.7 Annual turnover

Annual turnover means the **turnover** excluding VAT, **trend adjusted**, during the twelve (12) months immediately before the date of the **damage**.

13.8 Assault

Assault means **injury** occurring to an **insured person** directly due to theft or attempted theft of **money**.

13.9 Benefits

Benefits means the sums stated in the schedule of compensation in the **schedule** being the maximum amount payable by the **insurer**.

13.10 Benefit period

Benefit period means the total period (but not necessarily consecutive period) for which item E of the table of benefits in **insured section A** clause 2.3.8 is payable in respect of any one **accident** to any **insured person**.

13.11 Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual.

13.12 Buildings

Buildings means the fixed permanent structures at the **premises** including:

- 13.12.1** landlord's fixtures and fittings therein and thereon;
 - 13.12.2** outbuildings and annexes together with extensions and canopies adjoining to or communicating therewith;
 - 13.12.3** foundations;
 - 13.12.4** walls, gates and fences and the adjoining gangways, yards, roadways or pavements constructed of concrete or asphalt around and pertaining thereto drains, sewers and gutters;
 - 13.12.5** security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings walls gates fences fixed poles or fixed pylons at the **premises**;
 - 13.12.6** telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, including such property for which the **insured** are responsible but which is in or under adjoining yards or roadways extending to the public mains and which partly or wholly serves to supply the **premises**;
 - 13.12.7** underground storage tanks;
- but excluding property more specifically insured.

13.13 Business

The activities of the **insured** as stated in the **schedule** and based around the promotion, organisation of , participation in and/or attendance at equestrian activities or associated events (including social and fund raising activities) or interests all in connection with the **Insured** including:

- 13.13.1** provision and management of canteens, sports, social and welfare and medical organisations for the benefit of the **insured's employees** and / or their pensioners, sponsorships, medical, dental, nursing, first aid, fire, rescue and ambulance services, principally in connection with but not limited to the operations of the **insured**;
- 13.13.2** provision of security services for the benefit of the **insured**;
- 13.13.3** provision of nursery, crèche or child care facilities where incidental to the business;

- 13.13.4 provision of educational facilities;
- 13.13.5 property owners, lessors and lessees including repair, refurbishment and maintenance of such property;
- 13.13.6 organisation of and participation in exhibitions, trade fairs, conferences and the like;
- 13.13.7 private work undertaken by any **employee** for any fellow principal **employee**, director or partner or executive of the **insured**;
- 13.13.8 employment of subcontractors for performance of work on behalf of the **insured**;
- 13.13.9 the organisation of charitable events or similar fund raising activities;
- 13.13.10 sponsorship of events, organisations, entities and individuals;
- 13.13.11 repair, maintenance and servicing of own mechanically propelled vehicles, sale or disposal of own property and goods, including owned mechanically propelled vehicles;
- 13.13.12 provision of gifts and promotional material incidental to the business.

13.14 **Business hours**

Business hours means the period during which the **premises** is open for **business** or is otherwise occupied for **business** purposes by the **insured** or an authorised **employee**.

13.15 **Change of temperature**

Change of temperature means the rise or fall in temperatures as a result of

- 13.15.1 the breaking, distortion or burning out of any part of the unit (excluding its own wiring termination including the plug and fuse) arising from mechanical or electrical defects in the unit occurring while the unit is being used under normal working conditions;
- 13.15.2 non-operation of the thermostatic or automatic controlling devices forming part of the unit;
- 13.15.3 accidental failure of the public electricity supply not occasioned by the deliberate act of any utility undertaking.

13.16 **Claim payment**

Claim payment will mean the amount the **insurer** agrees to pay to the **insured** for any one claim.

13.17 **Combined single limit**

Combined single limit means the maximum the **insurer** will pay by this **policy** in the event that two (2) or more **insured sections**, to which the combined single limit applies, provide coverage for an insured event.

13.18 **Costs and expenses**

Costs and expenses means

- 13.18.1 costs and expenses (other than claimant costs recoverable from the **insured** or any **other insured party**) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;
- 13.18.2 pre-judgment interest awarded against the **insured** on that part of any judgment covered under this **policy** but where the **insurer** offers to pay the **limit of indemnity** in settlement of a claim or **suit**, the **insurer** will not pay any pre-judgment interest imposed or earned after the date of such offer;
- 13.18.3 all interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before the **insurer** has paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;

- 13.18.4** the cost of attendance in court as a witness at the **insurer's** request, payable at the following rates per day on which attendance is required:
- a) any principal director or partner of the **insured** – GBP500
 - b) any **other insured party** - GBP250
- 13.18.5** costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**.
- 13.19 Credit and debit cards**
- Credit and debit cards means credit, cheque, debit, charge, bankers' and cash dispenser cards.
- 13.20 Criminal act**
- Criminal act means committing a burglary armed with a weapon; threat or perception of unlawful force; assault or battery; causing actual bodily harm; application of unlawful force; demand with menaces; entry to building as trespasser with intent to commit theft, grievous bodily harm, rape or criminal damage; entry to building as trespasser and attempting to steal; unlawfully destroying / damaging another's property and/or endangering life; causing death by careless driving while unfit through drink or drugs; causing death by dangerous driving; deception; receiving / handling / disposing of stolen goods for the benefit of another; murder, manslaughter or causing recklessly the death of a human being; making off without payment for goods or services; inflicting grievous bodily harm or wounding; dishonestly appropriating property belong to another.
- 13.21 Damage**
- Damage means
- 13.21.1** loss of, destruction of or damage to tangible property;
 - 13.21.2** and/or for **insured sections D - H** loss of use of tangible property that has been lost, destroyed or damaged.
- 13.22 Declared value**
- Declared value means the **insured's** assessment of the cost of reinstatement of the **property insured** arrived at in accordance with clause 2.5.11 of **insured section A** at the level of costs applying at inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with due allowance for the additional costs of reinstatement to comply with public authority requirements, professional fees and debris removal costs.
- 13.23 Defined Peril**
- shall mean fire, smoke, lightning, explosion; impact by aircraft or other aerial devices or articles dropped therefrom; riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances; malicious persons; theft or attempted theft, earthquake, storm, flood; escape of water from any tank, apparatus, fixed heating system or pipe; escape of heating fuel from a fixed heating system; falling trees or branches, falling radio or television aerials (including satellite dishes), their fittings or masts; subsidence, land slip or heave of land on which the **home** stands; or impact by any road vehicle or animal.
- 13.24 Denial of access**
- Denial of access means nuisance, trespass, or interference with any easement, right of air, light, water or way.
- 13.25 Denial of service attack**
- Denial of service attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to the generation of excess traffic into

network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

13.26 Documents

Documents means business books and records, deeds, documents (including stamps thereon), manuscripts, plans and writings of every description, books (written or printed) including computer systems, computer tapes and records.

13.27 Electronic data

Electronic data means facts, concepts and information converted to a form useable for communication, display, distribution, interpretation or processing by electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.

13.28 Employee

Employee means any person whilst:

- 13.28.1** engaged under a contract of service or apprenticeship with the **insured**;
- 13.28.2** acting in the capacity of non executive director of the **insured**;
- 13.28.3** not under a contract of service or apprenticeship who is, at the requirement of the **insured**, supplied to, hired or borrowed by the **insured** in the course of **business** and under the control of the **insured**, including but not limited to:
 - a) persons on secondment from another company that is not an insured under this **policy**;
 - b) labour masters or persons supplied by them;
 - c) labour only subcontractors;
 - d) self-employed persons;
 - e) drivers or operators of hired-in plant;
 - f) persons engaged under work experience, training, study, exchange or similar schemes;
 - g) any officer, member or voluntary helper of the organisations or services stated in the business;
 - h) voluntary workers, helpers and instructors;
 - i) persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation;
 - j) employee(s) elected on any industry users committee;
 - k) outworkers or homeworkers employed under contracts to personally execute any work in connection with business while they are engaged in that work;
 - l) any other person defined under Sections 32.-(1), 35.-(2) and 54.-(3)(b) of the National Minimum Wage Act 1998;
 - m) prospective employees who are being assessed by the **insured** as to their suitability for employment;
 - n) any person a Court of Law in the **United Kingdom** deems to be an employee; provided that the **insured** can always request that any such person is not treated as an employee.

13.29 Equine Activities

Equine activities means the mounting and dismounting and riding of a **horse**.

13.30 Estimated gross profit

Estimated gross profit means the amount declared by the **insured** to the **insurer** as representing not less than the **gross profit** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months).

13.31 Estimated gross revenue

Estimated gross revenue means the amount declared by the **insured** to the **insurer** as representing not less than the **gross revenue** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve (12) months).

13.32 Excess

13.32.1 For **insured sections A - B**: the **limit of liability** or **sum insured**, as applicable, is additional to the excess and excess means the first amount payable by the **insured** in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance. The excess shall not apply to any claim under clause 2.3.7 - **Money**.

13.32.2 For **insured sections D – H**: the **limit of indemnity** is additional to the excess and excess means

- a) the first amount payable by the **insured** in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance or
- b) in the case of a claim or potential claim that involves **damage**, and if specified in the **schedule** and applicable, the **excess (damage only)**.

13.33 Excess (damage only)

Excess (damage only) means the amount, if any, specified in the **schedule** as excess (damage only) which if so specified is the first amount payable by the insured in respect of each and every **damage** claim or potential **damage** claim as ascertained after the application of all other terms and conditions of this insurance.

13.34 Goods

Goods means **stock and materials in trade** and any other property specified in the **schedule**, belonging to the **insured** or for which the **insured** are responsible and connected with the **business**.

13.35 Gross profit

Gross profit means the amount by which the sum of the amount of the **turnover** and the amounts of the closing stock and work in progress will exceed the sum of the amounts of the opening stock and work in progress and the amount of the **specified working expenses**.

13.36 Gross revenue

Gross revenue means the **money** paid or payable to the **insured** for services rendered in the course of the **business** at the **premises**.

13.37 Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether the property of the **insured** or not.

13.38 Horse

Horse shall mean any horse, donkey, mule, ass or jennet used in connection with the **business** and shall include any dog, cattle, sheep or any other animal used in connection therewith provided that the use of such other animals is incidental to the **insured's** main **business** specified in the **schedule**.

13.39 Hostile territory

Hostile territory means a territory designated by the Foreign and Commonwealth Office as one

13.39.1 to which personnel are 'advised against all travel to';

13.39.2 that personnel should leave having designated the territory 'advised against all travel to'.

13.40 Indemnity period

13.40.1 Indemnity period means the period beginning with the occurrence of the **damage** and ending not later than the **maximum indemnity period** thereafter during which the results of the **business** will be affected in consequence of the **damage**.

13.40.2 But for the purpose of clause 3.2.4 the indemnity period shall mean the period during which the results of the **business** shall be affected in consequence of the an event beginning in the case of;

3.2.4 a) and d) with the occurrence or discovery of the incident,

3.2.4 b) and c) above with the date from which the restrictions on the **premises** are applied,

and ending not later than twelve (12) months thereafter.

13.41 Injury

Injury will mean a specific injury which

13.41.1 is sustained by the **insured person** during the **period of insurance**, and is caused by an **accident**, and

13.41.2 solely and independently of any other cause, causes death or disablement of the **insured person**.

13.42 Insured

Insured means the association shown as insured in the **schedule**, including the legal or personal representatives of the insured in respect of any claim under this **policy** incurred on behalf of the insured.

13.43 Insured peril

Insured peril means any cause not otherwise excluded.

13.44 Insured member

Insured member means the stated categories and/or types of members of the association shown as insured in the **schedule**, including the legal or personal representatives of the insured member in respect of any claim under this **policy** incurred on behalf of the insured member.

13.45 Insured person

Insured person means:

13.45.1 the **insured** or any principal, director, partner or **employee** of the **insured**; or

13.45.2 any person acting on behalf of the **insured** other than an **employee** of a security company or organisation not being over seventy (70) years of age nor being under sixteen (16) years of age;

13.46 Insured section

Insured section means all or any individually lettered sections of this **policy** that forms part of the insurance contract but only if stated as 'insured' in the **schedule**.

13.47 Insurer

Insurer means the party specified as insurer in the **schedule** and any other subscribing insurers.

13.48 Legionella

Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

13.49 Licensing Act

Act means the Licensing Act 2003 including similar legislation in Scotland or Northern Ireland and any subsequent legislation amending or replacing this statute,

13.50 Limit of indemnity

Limit of indemnity means:

13.50.1 for **insured section C** the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability arising out of one (1) occurrence regardless of the number of:

- a) **other insured parties**; or
- b) persons or organisations bringing claims or **suits**; or
- c) claims against the **insured** or series of claims against the **insured**, or claims or series of claims made by the **insured**;

13.50.2 for **insured sections D,E,F and G** the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability arising out of one occurrence or series of occurrences arising out of one (1) originating cause regardless of the number of:

- a) **other insured parties**; or
- b) persons or organisations bringing claims or **suits**; or
- c) claims against the **insured** or series of claims against the **insured**, or claims or series of claims made by the **insured**;

13.50.3 where two (2) or more **insured sections** are subject to a **combined single limit**, then the **combined single limit** is the maximum the **insurer** will pay for any insured event to which such **insured sections** apply in combination, and;

13.50.4 where a limit of indemnity is stated in the **schedule** as in the aggregate, that aggregate is the maximum the **insurer** will pay for all insured events during the **period of insurance**.

13.51 Limit of liability

Limit of liability means the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability for any one event regardless of the number of persons claiming an indemnity.

13.52 Machinery, plant and all other contents

Machinery, plant and all other contents means machinery, plant, tenants' improvements and alterations, above ground storage tanks, **office contents** and **all other contents** at the **premises** which are the property of the **insured** or held by them in trust for which they are responsible but excluding;

13.52.1 landlord's fixtures and fittings therein and thereon;

13.52.2 **stock and materials in trade, money**; and

13.52.3 **gaming, amusement and entertainment equipment**; and

13.52.4 property more specifically insured;

13.53 Maximum indemnity period

Maximum indemnity period means the period stated in the **schedule**.

13.54 Money

Money means both **negotiable money** and **non-negotiable money**.

13.55 Motorised Vehicle

Motorised vehicle means any electrically or mechanically powered vehicle other than

- a) vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the premises or
- b) vehicles designed to help disabled people (as long as the vehicles are not registered for road use); or

- c) golf carts and trolleys; or
- d) pedestrian-controlled toys and models.

13.56 Negotiable money

Negotiable money means cash bank and currency notes uncrossed cheques giro cheques including pre-authenticated giro cheques uncrossed warrants uncrossed postal and money orders current postage and revenue stamps National Savings stamps and certificates holiday with pay stamps and gift tokens National Insurance stamps (whether affixed to cards or not) debit card sales vouchers trading stamps luncheon vouchers and bills of exchange securities for money travel warrants and authenticated travel tickets phonecards and mobile phone vouchers for use by the **insured** or any partner director or **employee** or the **insured** in connection with the **insured's business** consumer redemption vouchers and company sales vouchers and unexpired units in franking machines all belonging to the **insured** or for which the **insured** has accepted responsibility.

13.57 Non-negotiable money

Negotiable money means crossed warrants crossed cheques crossed giro drafts crossed postal and money orders crossed bankers' drafts crossed National Girobank cash cheques premium bonds savings bonds stamped National Insurance cards National Savings Certificates VAT purchase invoices and credit card sales vouchers all belonging to the **insured** or for which the **insured** has accepted responsibility.

13.58 Non-ferrous metals

Non-ferrous metals means **stock and materials in trade** consisting of non-ferrous metals other than aluminium.

13.59 North America

North America means the United States of America or its territories or possessions or Canada.

13.60 Notifiable disease

Notifiable disease means illness sustained by any person resulting from:

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

13.61 Nuclear hazards

Nuclear hazards means:

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

13.62 Occupation

Occupation means the occupation of the **insured person** as stated in the **schedule**

13.63 Office contents

Office Contents means office contents the property of the **insured** or held by them in trust for which they are responsible including

- 13.63.1 fixtures, fittings, furniture and
- 13.63.2 office equipment, tenants' improvements and alterations,
- 13.63.3 telephone, telex, facsimile, computer and ancillary equipment and computer installations.

13.64 Other insured party

Other insured party means any of the following parties, if so requested by the insured:

- 13.64.1** Any member of the **insured's** association normally domiciled in the **United Kingdom** who has paid the applicable membership subscription to the **insured** prior to any request for indemnity by the **insured**.
- 13.64.2** any director, partner, **employee** or a former **employee** of the **insured**;
- 13.64.3** any officers, members' committee and/or **employee** paid and voluntary helpers of the **insured's** canteen and welfare organisations, nursery, crèche or child care facilities, sports and social organisations, in their respective capacities as such;
- 13.64.4** any officers and members of the **insured's** security, rescue, first aid, fire and ambulance services, medical organisation other than any doctor, surgeon or dentist while working in a professional capacity in their respective capacities as such;
- 13.64.5** any director or partner or executive of the **insured** in respect of private work undertaken by any **employee** for a director, partner or executive of the **insured**;
- 13.64.6** any officers or trustees of the **insured's** pension scheme(s).

13.65 Outstanding debit balances

Outstanding debit balances means the **money** owed to the **insured** by their customers at the date of the **damage** but adjusted to take account of bad debts, owed amounts not passed through the books during the period between the last record and the date of the **damage**, and abnormal trading conditions affecting the **business** the **insured's** last record of amounts owed by customers.

13.66 Period of insurance

Period of insurance means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

13.67 Permanent total disablement

Permanent total disablement will mean irrecoverable disablement arising from **injury** which permanently and totally incapacitates the **insured person** for a continuous period of twelve (12) months, and that as a result of the **injury** the **insured person** is medically determined to the **insurer's** satisfaction to have no likelihood of improvement sufficient to participate in any and every **occupation** ever again.

13.68 Personal belongings

Personal belongings means luggage, clothing, sports, musical and photographic equipment and other items which an individual named as an **insured** normally wears, or carries and belongs to or is the legal responsibility of that individual.

Personal belongings does not include;

- i) household goods and domestic appliances;
- ii) external television and satellite receiving equipment;
- iii) motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), mechanically propelled or assisted vehicles, aircraft, trains and boats (other than models), pedal cycles, gliders, hang-gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed;
- iv) animals;

- v) money, credit cards, securities and documents of any kind;
- vi) anything used for any trade, professional or business purposes (other than portable computer equipment and mobile phones);
- vii china, glass, pottery and any other items of a similar nature which are fragile.

13.69 Personal injury

Personal injury means harm other than **bodily injury** arising out of one or more of the following offences committed in the course of the **business**:

- 13.69.1 false arrest;
- 13.69.2 detention or imprisonment;
- 13.69.3 malicious prosecution;
- 13.69.4 wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
- 13.69.5 invasion of the right of privacy;

13.70 Personal money

Personal money means cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, traveller's cheques, and phone cards all held for social, domestic or charitable purposes.

13.71 Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

13.72 Pollutant

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

13.73 Pollution

Pollution means:

- 13.73.1 the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- 13.73.2 any cost, expense, claim or **suit** arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that the **insured** or any **other insured party** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

13.74 Premises

For **insured sections A – B**; premises means the land occupied by the **insured** for the purpose of the **business** at an address(es) specified in the **schedule**.

For **insured sections C - H**; premises means the buildings or land that are owned, leased, hired or tenanted by or on loan to the **insured** for the purpose of the **business**.

13.75 Preventative costs

Preventative costs means sums that the **insured** is liable to pay for prevention of imminent threat of environmental damage as provided for in any **United Kingdom** law implementing the EU Environmental Liability Directive.

13.76 Product

Product means any property (including packaging, containers, labels and instructions for use) after it has left the custody or control of the **insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **insured**.

13.77 Property insured

Property insured means tangible property described in the **schedule** to this **policy** that includes a specific **sum insured** or **limited of liability** against each or all of them and more specifically defined herein.

13.78 Proposal

Proposal means any information supplied by or on behalf of the **insured**, deemed to be a completed proposal form and medical questionnaire and other relevant information that the **insurer** may require.

13.79 Rate of gross profit

Rate of gross profit means the rate of gross profit earned, **trend adjusted**, on the **turnover** during the financial year immediately before the date of the **damage**.

13.80 Related equine Activities

Related equine activities shall mean all **equine activities** and any additional activities directly related to the undertaking of equine activities, including

- i) saddling and tack,
- ii) reasonable unskilled care and maintenance of any horse's welfare,
- iii) maintenance and care for equine equipment required for the undertaking of **equine activities**.

13.81 Rent

Rent means the **money** paid or payable to the **insured** for rent and other charges and for services rendered in the course of the **business** at the **premises**.

13.82 Rent receivable

Rent receivable means the amount of the rent received or receivable from the letting of the property at the **premises**.

13.83 RIDDOR

RIDDOR means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

13.84 Schedule

Schedule means the document titled schedule that includes the name and address of the **insured**, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by the **insured**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

13.85 Specified working expenses

Specified working expenses means:

- 13.85.1** purchases (less discounts received);
- 13.85.2** discounts allowed;
- 13.85.3** carriage, packing and freight.

13.86 Standard gross revenue

Standard gross revenue means the **gross revenue, trend adjusted**, during that period in the twelve (12) months immediately before the date of the **damage** which corresponds with the **indemnity period**.

13.87 Standard rent receivable

Standard gross revenue means the **rent receivable, trend adjusted**, during the period in the twelve (12) months immediately before the date of the **damage** which corresponds with the **indemnity period**.

13.88 Standard turnover

Standard turnover means the **turnover, trend adjusted**, during that period in the twelve (12) months immediately before the date of the **damage** which corresponds with the **indemnity period**.

13.89 Stock and materials in trade

Stock and materials in trade means stock and materials in trade including work in progress and contents of storage tanks at the **premises** the property of the **insured** or held by them in trust or on commission for which they are responsible, excluding property more specifically insured.

13.90 Stock debris removal

Stock debris removal means **costs and expenses** necessarily incurred by the **insured**, with the consent of the **insurer**, in removing debris of the **stock and materials in trade damaged** by any **insured peril**. The **insurer** will not pay for any costs or expenses incurred

13.90.1 in removing debris except from the site of such **damage** and the area immediately adjacent to such site,

13.90.2 arising from **pollution** or contamination of property not insured by this policy.

13.91 Suit

Suit means a civil proceeding in which damages to which this insurance applies are alleged, including

13.91.1 an arbitration proceeding in which such damages are claimed and to which an **other insured party** must submit or does submit with the **insurer's** consent; or

13.91.2 any other alternative dispute resolution proceeding in which such damages are claimed and to which an **other insured party** submits with the **insurer's** consent.

13.92 Sum insured

Sum insured means the sum specified as the sum insured in the **schedule**.

13.93 Temporary total disablement

Temporary total disablement means the **insured person** being totally disabled and prevented from attending to the whole of his business or **occupation** as a result of **injury** not being **permanent total disablement**, loss of limbs or sight as otherwise defined in the scale of compensation or table of **benefits** as applicable.

13.94 Territorial limits

Territorial limits means the United Kingdom.

13.95 Terrorism

13.95.1 For **insured sections A - B**, terrorism means for all territories other than England, Wales and Scotland;

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any

person or group (s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) endangers life other than that of the person committing the action; or
- b) involves violence against one or more persons; or
- c) involves **damage** to property; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

13.95.2 For England, Wales and Scotland:

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

13.96 Transit

Transit means being carried to its destination, but outside the **premises**, by any vehicle including trailers and containers and whether the **insured's** vehicle or by road haulage and or post or parcel post or rail including:

13.96.1 conveyance by canal craft, sea going vessel and aircraft,

13.96.2 loading and unloading, and

13.96.3 while temporarily housed in the course of being carried to its destination.

13.97 Trend adjusted

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

13.98 Turnover

Turnover means the money paid or payable to the **insured** for goods sold and delivered and for services rendered in the course of the **business** at the **premises**.

13.99 United Kingdom

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

13.100 Unoccupied

Unoccupied shall mean when the **home** has not been lived in by the **insured** or **insured's family** or by anyone with the **insured's** permission, for more than 60 days in a row. Lived in means slept in frequently.

13.101 Valuables

Valuables means stamp, coin or medal collections, antiques (not including furniture), collectables, pictures, other works of art, items of gold, silver or other precious metals, jewellery, watches and furs.

13.102 Virus or similar mechanism

Virus or similar mechanism means 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. The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs.

13.103 War

For **insured sections A – B** war means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

For **insured sections C – H** war means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

13.104 Work away

Work away means work, operations, installation or services performed by or on behalf of the **insured** but not on **premises**.