

Site Operators Insurance

Please read this Document and make certain it is in accordance with your requirements.

N.B. In the event that this insurance is underwritten without the involvement of Lloyd's Underwriters where the words "Underwriters" and "Assured" appear hereon they shall be deemed to read "Insurer" and "Insured" respectively.

The Assured/Insured has made and signed a Proposal which shall be the basis of this Contract and has paid the first premium to Underwriters/Insurers subscribing to the Scheme Contract for Insurance against the risks specified in the Policy/Certificate and for the period stated in the Schedule and for such further periods as may be mutually agreed upon within fifteen days grace after expiry for renewal.

The subscribing Insurers obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

General Definition of Underwriters: - AXA Insurance UK plc

Reference no: LC BDX 6521176 except where stated against any section to the contrary in the policy schedule.

Faraday Reinsurance Company Ltd

In witness thereof this Certificate has been signed at LONDON by:



authorised signatory.

Contact Information:

Towergate Holiday Caravans

Towergate House, St Edward's Court, London Road, Romford, Essex RM7 9QD. Tel: 01708 777740. Fax: 01708 777741.

A trading name of Towergate Underwriting Group Limited. Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN. Registered in England No. 4043759. Authorised and regulated by the Financial Services Authority.

Underwritten by the Insurers named in the Schedule.

AXA Insurance UK plc. Registered Office: 5 Broad Street, London EC2N 1AD. Registered Number 78950

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website or by contacting them on 0845 606 1234.

Faraday Reinsurance Company Limited. Corn Exchange, 55 Mark Lane, London EC3R 7NE. Registered in England No. 2982388.

Main business: Insurance Underwriters. Faraday Reinsurance Company Limited are authorised and regulated by the Financial Services Authority whose address is confirmed in the Complaints Procedure of this policy.

Where the Coverholder deals with you through a retail agent in respect of any claims referred by you to the Coverholder the Coverholder acts as agent for Faraday Reinsurance Company Limited and not for you.

Notice to the Proposer/Assured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Making Yourself Heard

If you have cause for complaint, it is important you know we are committed to providing you with an exceptional level of services and customer care.

We realise that things can go wrong and there may be occasions when you feel that we have not provided the service you expected. When this happens, we want to hear about it so we can try to put things right.

Who to contact

The most important factors in getting your complaint dealt with as quickly and efficiently as possible are:

- to be sure you are talking to the right person
- that you are giving them the right information

When you contact us

- Please give us your name and a contact telephone number
- Please quote your policy and/or claim number and the type of policy you hold
- Please explain clearly and concisely the reason for your complaint

Step One – Initiating your complaint

Does your complaint relate to:

A: your policy

B: a claim on your policy

If **A**, you need to contact:

Towergate Holiday Caravans
Towergate House
St Edwards Court
London Road
Romford
Essex
RM7 9QD
Tel: 01708 777740 / Fax: 01708 777741

If **B**, you need to contact whoever is currently dealing with your claim and state your complaint. In either case, if you wish to provide written details, the following checklist has been prepared for you to use when drafting your letter

- Head your letter "COMPLAINT"
- Give your full name, postcode and contact telephone number(s)
- Quote the type of policy and your policy and/or claim number
- Explain clearly and concisely the reason(s) for your complaint

The letter should be sent to the person dealing with your complaint along with any other material required.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if you are not satisfied, you can take the issue further.

Step Two – If you are still unhappy – AXA Insurance only

Should the response you receive be unsatisfactory please refer the matter using the relevant details below.

Does your complaint relate to:

A: your policy

B: a claim on your policy?

If **A**, ask to speak to the Branch Manager. Where they cannot assist they will ensure you are put into contact with the person who can resolve your complaint.

If **B**, please contact the relevant Claims office, details of which you will have received following notifying us of your claim.

Step Three – Contacting Head Office

AXA Insurance

If your complaint is one of the few that cannot be resolved by this stage, write to the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care
AXA Insurance
Civic Drive
Ipswich
Suffolk, IP1 2AN
Tel: 01473 205926
Fax: 01473 205101
email: customercare@axa-insurance.co.uk

Faraday Reinsurance Company Limited

Customer Service Information

We aim to give our policyholders a high level of service at all times. If there are occasions when we do not meet your standards please contact us at the address shown below:

Faraday Reinsurance Company Limited
5th Floor Corn Exchange
55 Mark Lane
London EC3R 7NE

The **Company** will handle your complaint as follows:

We will acknowledge within five working days and advise you of the name and title of the person who is handling your complaint.

We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days of the receipt of the complaint. If compensation or redress is appropriate we will provide details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.

If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you when you can expect to receive our final response.

Step Four – Beyond AXA and Faraday Reinsurance Company Limited

If we have given you a final response and you are still dissatisfied you may refer your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates about general insurance products. It will only consider complaints if:

- we have provided you with written confirmation that our internal complaints procedure has been exhausted.
- Your business has a turnover of less than £1,000,000.

The Ombudsman can be contacted at:

Insurance Division
Financial Ombudsman Services
South Quay Plaza
183 Marsh wall
London, E14 9SR
Tel: 0845 0801800
Fax: 0207 964 1001

Referral to the Ombudsman will not affect your right to legal action against us.

Definition of an Eligible Complaint

An eligible complaint is either a private individual, a business with a group annual turnover of less than 1million, a charity with an annual income of less than 1million or a trustee of a trust with a net asset value of less than 1million at the time of the complaint

Our promise to you

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Learn from our mistakes
- Use the information from complaints to continuously improve our service.

Compensation

We are covered by the Financial Services Compensation Scheme, **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim.

Where the claim is in respect of a liability subject to compulsory Insurance: 100% of the claim. In all other cases 100% of first £2000 and 90% of remainder of the claim.

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Please read this document and make certain it is in accordance with **your** requirements.

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In the event of any occurrence likely to result in a claim under this Insurance, immediate notice should be given to:-

Sections 1 & 2

Buildings & Contents - Description

Section 1 – Buildings – Description

All of the Buildings, including swimming pools, tennis courts, serviced pitches, sewage plant and equipment and the like, constructed of brick, stone or concrete, metal and/or similar construction and/or timber and roofed with slates, tiles, or metal, concrete, rubberoid, and/or glass and/or sheets or slabs composed entirely of incombustible mineral ingredients. Landlords fixtures and fittings, equipment including recreational equipment associated with the business therein and thereon, walls fences, hedges, gates, car parks, roads, paths, patios, gangways, lighting and the like and non detachable tenants improvements, alterations and decorations. Landscaped areas and trees within the grounds of the insured premises are included where the sum insured is assessed by the assured as adequate to include these items and including electricity hook-ups for tourers.

The insured premises are deemed to be constructed as described above, unless otherwise described hereon by endorsement.

Coverage

Section 1 (Buildings) – Loss or damage to the buildings of the insured premises as described as a result of all risks of physical loss or damage occurring during the Insurance period, including damage caused by or to television and radio masts and aerials.

Section 2 – Contents – Description

The Contents of the whole of the said Buildings, including tenants fixtures, improvements and detachable decorations, being the property of or hired or leased by or loaned to the Assured and for which he is responsible, or the property and /or Personal Effects of any Employee of the Assured and/or any permanent members of the Assureds household, including Directors, Proprietors, Managers, or Manageresses, residing at the insured premises, excluding cash belonging to the Assured or any others and which is defined in Section 8, Motor Vehicles or accessories, or livestock, or plants, flowers, agricultural products and the like being grown.

This Section is further deemed to include the following:-

- Documents, Manuscripts and Business Books but only for the value of the materials as stationery together with the cost of clerical labour expended in rewriting up and not for the value to the Assured of the information contained therein.
- Patterns, Models, Moulds, Plans and Designs.
- Computer Systems' Records, but only for the value of the materials, together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Assured of the information contained therein.

Coverage

Section 2 (Contents) – Loss or damage to the Contents of the insured premises as described as a result of all risks of physical loss or damage occurring during the Insurance period including damage caused by television and radio masts and aerials.

Section 1 – Buildings and/or Section 2 – Contents

Average

If at the time of any loss 85% of the total value of the Buildings and/or Contents exceeds the Amounts insured thereon then the Assured shall only be entitled to recover under these Sections such proportion of the loss as the amounts so insured bear to such 85% of the total value.

Reinstatement

If at the time of any loss the sum insured applicable to these Sections accurately reflects 85% or more of the total rebuilding in like manner and/or total replacement cost, then the full cost of repair or replacement actually incurred will be the basis of any claims settlement. This basis of settlement is deemed not to apply to stock or clothing or personal effects of any person or persons entitled to payment under these Sections.

Section 1 – Buildings and/or Section 2 – Contents

Exclusions

Unless caused as a direct result of Fire, Lightning, Explosion, Earthquake, Thunderbolt, Storm, including Snowstorm, Flood, Aircraft or Aerial Devices dropped therefrom, Riot, Civil Commotion, Malicious Persons, Impact by any vehicle or animal, Theft, Bursting, Leakage or Overflowing of Water Tanks, Apparatus or Pipes, these Sections do not cover:-

- loss or damage caused by or resulting from collapse, normal settling, subsidence, landslip, or heave;

- (b) loss or damage to property whilst being worked upon, processed, in the process of cleaning, restoring, or repairing, direct application of tools or entry of foreign bodies;
- (c) loss or damage caused by or resulting from wear, tear, gradual deterioration, insects including moths, vermin, dampness or dryness of atmosphere, contamination, extremes or changes of temperature, smog, shrinkage, expansion, evaporation, loss of weight, rust, chipping or scratching of painted or polished surfaces, wet or dry rot, corrosion, change in flavour or colour or texture or finish, faulty or defective design, materials or workmanship, inherent vice and latent defect;
- (d) loss or damage as a result of electrical and mechanical breakdown, failure or derangement, damage or destruction by self-heating, short circuiting, or excessive pressure;
- (e) loss or damage to jewellery, furs, personal gold and silver articles, articles of a brittle nature and personal effects of the Assured, or any member of the Assureds household as described in Section 2 residing at the insured premises.

These Sections do not cover:-

- (f) consequential loss of any type whatsoever;
- (g) the first £250 of each and every loss unless caused by Fire, Lightning, Explosion, or Earthquake;
- (h) inventory shortages, stocktaking losses or mysterious disappearance of contents;
- (i) damage to buildings and/or contents of buildings, other than as described hereon or endorsed hereon, or timber fences, hedges and timber gates, as a result of Rainfall, Storm, including Snowstorm and Flood;
- (j) loss or damage caused by Rainfall, Storm including Snowstorm, Flood, Bursting or Overflowing of Water Tanks apparatus or Pipes, Theft or Accidental Damage to any insured property whilst any Buildings are of incomplete construction;
- (k) loss of or damage to items more specifically insured by Section 11 (Personal property/All Risks);
- (l) loss of or damage to property in the open other than recreational equipment associated with the business and normally left in the open and only whilst on the premises insured subject to a maximum sum insured of £1000;
- (m) loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:-
 - (a) pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
 - (b) any of the perils listed in (a) above which itself results from pollution or contamination
- (n) loss or damage more specifically insured by Section 15 – Engineering
- (o) theft from outbuildings unless entry to or exit from the outbuildings shall have been obtained by breaking in or breaking out, actual or constructive.

Terrorism Exclusion Clause

This Section does not cover:

Loss damage cost expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Underwriters allege that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Assured

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

Definition – Terrorism

In respect of England Scotland and Wales Terrorism is defined as an act of any person(s) 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 any government de jure or de facto as certified by her Majesty's Government or H M Treasury or any successor relevant authority

In respect of Northern Ireland Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of the Channel Islands and the Isle of Man Terrorism is defined as an act of any person(s) 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 any government de jure or de facto

In respect of any other territory Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

Section 1 – Buildings, and/or Section 2 – Contents

Extend to include within the Sums Insured:-

Debris Removal

Costs and Expenses necessarily incurred by the Assured with the consent of the Underwriters in (a) removing debris (b) dismantling and/or demolishing (c) shoring up or propping, of the portion or portions of the property insured by this Insurance destroyed or damaged by any peril hereby insured against.

Underwriters will not pay for any cost or expenses:-

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured hereunder.

Architects' Surveyors' and Professional Fees

Architects', Surveyors', Consulting Engineers', legal, professional and design fees for plans, specifications and supervision necessarily incurred and paid for by or on behalf of the Assured in the reinstatement of buildings and/or contents insured after destruction or damage by any peril hereby insured against not exceeding the rate per cent fixed by the Royal Institute of British Architects, the Royal Institution of Chartered Surveyors, the Law Society, and/or appropriate professional body ruling at the time of the destruction or damage, of the amount payable by Underwriters in respect of the destruction or damage and not including any costs connected with the preparation of the Assureds claim or estimate of loss.

Local Authorities

Additional costs necessarily incurred in reinstating in compliance with Buildings or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority or with the Building requirements of any Licensing Authority, the portion or portions of the Buildings destroyed or damaged provided that the amount recoverable shall not include the additional cost incurred in complying with any of the aforesaid Regulations, Bye-Laws or Requirements with which the Assured had been required to comply prior to the happening of the destruction or damage. Cover extends to include additional costs necessarily incurred in reinstatement of undamaged portions of the Buildings provided that (a) Underwriters shall not be liable for such additional cost in respect of any building which has not sustained damage and (b) other than in respect of foundations the amount shall not exceed 15% of the total amount for which Underwriters would have been liable had the buildings been totally destroyed.

Designation

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

Automatic Reinstatement of Sum Insured

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

Alterations and Additions

The Insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the Sum Insured) to Buildings as specified for an amount not exceeding £50,000 in respect of any premises, it being understood that the Assured undertake to advise the Underwriters each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Workmen

Workmen may be employed effecting repairs installations decorating and minor structural alterations in all or any of the Buildings within described without prejudice to the Insurance hereby.

Notice

Notice in writing to be given to Underwriters immediately of any change in occupation or occupancy of any buildings forming part of the insured premises and an additional premium to be paid by the Assured if required by underwriters.

Unoccupancy

In the event that the insured premises are left without an inhabitant for more than 30 consecutive days during any one period of insurance it is warranted that all mains services are disconnected and all water tanks/pipes are drained down to the fullest possible extent and the perils of theft and malicious damage are excluded.

Section 1 – Buildings, and/or Section 2 – Contents – Extensions

Extension A

Underwriters will pay or make good all sums for which the Assured may legally be liable, or for which the Assured are responsible for reinstating or repairing accidental damage to underground water pipes, gas pipes, sewer pipes, electricity cables, overhead cables and telephone lines, extending from the insured premises to the public mains.

Extension B

Underwriters will indemnify the Assured in accordance with the basis of settlement stated in Section 1 and/or Section 2 of this Insurance, following breakage of all fixed glass, solar panels, floodlights, double glazed units and/or mirrors, including neon and other illuminated signs, fixed glass in furniture, glass table tops and fixed glass shelves. This Extension is deemed to include the cost of boarding-up if necessary, the cost of lettering, sign writing or decorating in order to reinstate glass containing such decoration and including damage to display cabinets, display windows, window frames and doors.

Extension C

Underwriters will indemnify the Assured in accordance with the basis of settlement stated in Section 1 and/or Section 2 of this Insurance, following breakage of fixed wash basins, pedestals, lavatory pans, cisterns, sinks, urinals, urinal bowls, baths, splashbacks, bidets, shower systems including shower-cabinets and trays.

Extension D

This Extension is deemed to include the Contents of the insured premises whilst such property is temporarily removed within the limits of the United Kingdom.

Including in transit to and from any Bank, safe deposit, or furniture depository, and during the process of removal, consequent upon change of residence.

The liability of the Underwriters under this Extension shall be limited to 15% of the Sum Insured on the Contents as specified in the Schedule.

Extension E

This Extension indemnifies employees of the Assured against loss or damage to their property excluding cash whilst in the insured premises caused by any of the risks stated herein up to a maximum limit of £10,000 any one time and in all in respect of one or more than one employee during any period of insurance as specified in the Schedule.

Extension F

This Extension covers the Buildings and Landlord's fixtures as defined in the description under Section 1 (Buildings) hereto for which the Assured may be legally liable as Tenant but not as Owner against any of the risks mentioned in Section 1 hereof.

The Liability of the Underwriters under this Extension shall be limited to 15% of the Sum Insured on the Contents as specified in the Schedule.

Extension G

In the event of loss or damage to keys insured under Section 2 Contents Underwriters will in addition pay the cost of replacing the locks pertaining to the lost or damaged keys subject to a limit of £1,000 any one event.

Extension H

Section 2 Contents is extended to include loss of metered water for which the Assured is charged by the Water Authority following loss of or damage to the Buildings and/or Contents of the Insured premises caused by all risks of physical loss or damage occurring during the insured period subject to a limit of £1,000 any one event.

Extension I

The sum insured on stock of wines, spirits, tobacco and other stock in trade insured under Section 2 Contents is increased in each period of insurance by:-

- (a) 50% for the period of 6 weeks from 1 December to 11 January and
- (b) 50% for a period of 15 days preceding and including any Bank or Public Holiday other than occurring in the period in (a) above and for a period of 15 days thereafter.

Extensions A/I above are separately subject to the Assured bearing the amount of each and every loss, as specifically stated in Exclusion (G), and these Extensions are deemed to be subject to the terms, conditions and exclusions of these Sections as applicable.

Section 3

Rent

(A) Rent Payable

In the event of the insured premises or part thereof being so damaged by any indemnifiable cause described in Section 1, subject otherwise to the terms, conditions and exclusions of that Section, as to become untenable the Underwriters shall pay to the Assured such proportion of the sum insured as the time reasonably necessary for reinstatement bears to the Indemnity Period such sum not to exceed the Assureds liability to continue to pay rent during the period in question, and such period not to exceed the Indemnity Period.

(B) Rent Receivable

In the event of the insured premises being so damaged by any indemnifiable cause described in Section 1, subject otherwise to the terms, conditions and exclusions of that Section, as to become untenable the insurance under this item and the amount payable as indemnity is limited to loss due to:

- (a) IN RESPECT OF REDUCTION IN RENT RECEIVABLE: the amount by which the Rent Receivable by the Assured during the Indemnity Period shall, in consequence of the damage fall short of the Rent that would have been received by the Assured under a binding agreement existing at the time of the damage had the damage not occurred.
- (b) IN RESPECT OF ADDITIONAL EXPENDITURE: the additional expenditure necessarily and reasonably incurred in consequence of the damage for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which, but for that expenditure, would have taken place during the Indemnity Period but not exceeding the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period should the expenses of outgoings chargeable against such Rent Receivable be reduced in consequence of the damage

provided that if at the time of the happening of the damage the sum insured by this item is less than the annual amount or amount applicable to the specified Indemnity Period of Rent Receivable by the Assured the Assured shall be deemed to be their own Insurers in respect of the difference and shall bear a rateable proportion of the loss accordingly.

Definitions

Indemnity Period

The period specified in the schedule beginning with the date of the occurrence of the damage.

Rent Receivable

The money paid or payable to the Assured in respect of the insured premises

Terrorism Exclusion Clause

This Section does not cover:

Loss damage cost expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Underwriters allege that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Assured

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

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In respect of England Scotland and Wales Terrorism is defined as an act of any person(s) 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 any government de jure or de facto as certified by her Majesty's Government or H M Treasury or any successor relevant authority

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Loss of Revenue

The Underwriters will indemnify the Assured in respect of (A) Loss of Revenue, and (B) Increase in Cost of Working as follows:-

The amount payable as indemnity hereunder shall be:-

(A) In respect of Loss of Revenue, the amount by which the Revenue during the Indemnity Period shall fall short of the standard revenue:

- (1) In the event of the insured premises or property specified or any part thereof being lost, destroyed, or damaged by all risks of physical loss or damage subject otherwise to exclusions (a), (b), (c), (d), (e), (h), (i), (j), (k), (l) and (o) and the unoccupancy clause as under Sections 1 and 2 of this Insurance, or
- (2) In the event of –
 - (i) Infestation by or the presence of Vermin and Pests in or on the insured premises.
 - (ii) A notifiable human infectious or contagious disease excluding acquired immune deficiency syndrome (Aids) or Aids related condition.
 - (iii) Ptomaine and/or Food and/or Drink Poisoning caused by the consumption of food and/or drink obtained in or from the insured premises.
 - (iv) Defective Sanitary arrangements at the insured premises.
 - (v) Murder and/or Suicide and/or rape or attempt thereof at the insured premises or in the immediate vicinity.
 - (vi) Pollution of any sea, beach, waterway or river within a radius of 25 miles of the insured premises.
 - (vii) Denial of Access to the insured premises due to damage by perils as in (A) (1) above to property in the vicinity of the insured premises, which shall prevent or hinder the use of or access to the insured property whether the premises or property of the Assured shall be damaged or not.
 - (viii) Interruption of or interference with the business in consequence of loss or damage to or failure of property at any electricity station, or sub-station, telephone exchange, gasworks, or water-works or the public supply, excluding the deliberate act of any electricity or gas supply authority or their employees or the exercise by any such authority of its power to withhold or restrict supply or failure of the electricity or gas supply due to strikes by or any other withdrawal of labour by employees of any electricity or gas authority including property between said premises and the insured property, from which the Assured obtain electric current, gas or water, provided such failure lasts for at least 30 minutes.
 - (ix) Loss or damage to the Assureds suppliers' premises by perils as in (a) (1) above occurring during the indemnity period.

(B) In respect of the Increase in Cost of Working; the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of Revenue which but for the expenditure would have been sustained during the Indemnity Period through the happening of an insured peril, but not exceeding the amount of reduction in Revenue thereby avoided less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Revenue which shall cease or be reduced in consequence of the damage and other insured risks.

PROVIDED ALWAYS THAT:-

- (1) If the Sum Insured by this Section shall be less than the annual Revenue, the amount payable hereunder shall be proportionately reduced.
- (2) If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Assured or by others on his behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Revenue during the Indemnity Period.
- (3) The total liability of the Underwriters shall in no case exceed the total sum insured expressed in the Schedule.

Definitions

Indemnity Period – The period beginning with the occurrence of the damage and ending not later than twelve months thereafter during which the result of the business shall be affected in consequence of the damage.

Revenue – Money less discounts received paid or payable to the Assured in respect of meals and drink supplied and for goods sold and delivered less the net purchase price of such goods and for accommodation provided and services rendered in the course of the business at the premises.

Standard Revenue – The revenue during that period of twelve months immediately before the date of the peril which corresponds with the Indemnity Period) To which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the peril or which would have affected the business had the peril not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the peril would have been obtained during the relative period after the peril.

For the purpose of this Section money referred to in the definition of Revenue is deemed to be inclusive of 100% Payroll.

In the definition of Indemnity Period if the Indemnity Period in the Schedule is 18, 24, or 36 months then the above mentioned wording is deemed to be amended, the words "12 months" are replaced by 18, 24 or 36 months respectively as applicable.

Conditions – (applicable to Section 4 only)

1. The Assured shall use due diligence and do and concur in doing all things reasonably practicable to minimise any interruption of or interference with the Business and to avoid or diminish the loss, whether by taking other Premises or by any other means.
2. The Underwriters will not be liable for any loss under sub-section (A) (1) unless at the time of the happening of the damage there shall be in force an Insurance covering the interest of the Assured in the property at the premises against damage by the risks insured under sub-section (A) (1) and payment shall have been made or liability admitted therefore under such Insurance.
3. If at the time of any loss there shall be any other subsisting Insurance covering such loss, or any part thereof, the Underwriters shall not be liable to pay more than any excess beyond the amount which would have been, or is payable under such other Insurance(s) had this Insurance not been effected.

Exclusion

1. Notwithstanding anything to the contrary contained herein, this section does not cover loss resulting from pollution or contamination except (unless otherwise excluded) loss resulting from destruction of or damage to property or any part thereof used by the Assured at the premises for the purpose of the business caused by;
 - (a) pollution or contamination at the premises which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal.
 - (b) any of the perils listed in (a) above which itself results from pollution or contamination.

This exclusion does not apply to the coverage provide by (A) (vi) above.
2. This Section does not apply in respect of Rent more specifically insured by Section 3 Rent.

Terrorism Exclusion Clause

This Section does not cover

Loss damage cost expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Underwriters allege that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Assured

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

Definition – Terrorism

In respect of England Scotland and Wales Terrorism is defined as an act of any person(s) 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 any government de jure or de facto as certified by her Majesty's Government or H M Treasury or any successor relevant authority

In respect of Northern Ireland Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of the Channel Islands and the Isle of Man Terrorism is defined as an act of any person(s) 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 any government de jure or de facto

In respect of any other territory Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

Clauses

50% Rebate Clause

In the event of the Revenue earned during the financial year most nearly concurrent with any period of Insurance (as certified by the Assureds Auditors) being less than the sum insured thereon, a pro rata return of premium not exceeding 50 per cent of the premium paid on such sum insured for such period of Insurance will be made in respect of the difference. If any damage shall have occurred giving rise to a claim under this Insurance, such return shall be made in respect only of so much of the said difference as is not due to such damage.

If the Indemnity Period under this Insurance is 18,24 or 36 months then the 50% Rebate Clause is deemed to relate to one and half, twice or three times the Revenue earned respectively during the said period as appropriate.

Auditors' Fees Clause

The Underwriters will pay to the Assured under this Section the reasonable charges payable by the Assured to their professional Accountants/Auditors for producing any particulars or details or any other proofs, information or evidence as may be required by the Underwriters under the terms of this Insurance and reporting that such particulars or details are in accordance with the Assureds books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under this Section shall in no case exceed the total sum insured by this Section.

Automatic Reinstatement of Sum Insured Clause

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

Value Added Tax

To the extent that the Assured is accountable to the Tax Authorities for Value Added Tax all the terms in this Section shall be deemed to be exclusive of such tax.

Alternative Accommodation Clause

If the Insured Premises is additionally occupied in part as the private residence of the Assured, a working director of the business, a manager or manageress or any employee for whom the accommodation is part of his or her salary then, if the premises are damaged by an Insured peril sufficiently to render them uninhabitable, subject to the adequacy of the Sum Insured and during the indemnity period this Section includes the reasonable cost of alternative accommodation up to 20% of the total Sum Insured by this Section until such time as the private residence is ready for habitation.

Section 5

Book Debts

The Underwriters will indemnify the Assured in the event of the records of accounts receivable kept on the premises being lost, destroyed or damaged as described below.

The indemnity provided is for Loss or Damage caused by and solely following loss, destruction or damage to the property by any of the insured perils described in Section 2 of this Insurance and subject otherwise to the terms, conditions and exclusions of that Section.

The indemnity provided is in respect of:

1. all sums due to the Assured from customers for goods supplied and services rendered prior to the date of the loss, destruction or damage, provided the Assured is unable to effect collections thereof as the direct result of such loss;
2. all reasonable interest charges on any loan approved by Underwriters to offset impaired collections pending payment of such sums made uncollectible by such loss;
3. any collection expense in excess of normal collection cost and made necessary solely by such loss;
4. the Assureds auditors' charges necessarily and reasonably incurred in substantiating any claim under this section;

The liability of Underwriters is limited to the Sum Insured as specified in the Schedule.

Terrorism Exclusion Clause

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Loss damage cost expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Underwriters allege that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Assured

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

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Loss of License

In the event of the License granted to sell excisable liquors by retail at the insured premises being forfeited or the renewal of the said License being refused by the Licensing Justices or other competent authority after due application at any time during the period of Insurance the Underwriters shall indemnify the Assured against all such losses that the Assured may sustain by way of reduction in turnover of the business carried on at the insured premises by reasons of such forfeiture or refusal of renewal of License up to but not exceeding the sum insured and during the indemnity period as stated in the schedule.

In addition indemnity will be provided for the costs and expenses incurred by the Assured with Underwriters' written consent in connection with any appeal against the forfeiture of or refusal to renew the License.

Definitions

Indemnity Period – The period specified in the schedule beginning with the date on which the Licensing Justices or other competent authority revokes the License.

Turnover – The money less discounts received or savings made in expenditure, paid or payable to the Assured in return for the sale of excisable liquors by retail at the insured premises.

Exceptions

- (A) No claim shall arise under this Section to the extent that the Assured shall be entitled to obtain payment of compensation under the provisions of any Act of Parliament in respect of the refusal to renew the License.
- (B) No claim shall arise under this Section arising directly or indirectly from any scheme or Town or Country Planning, improvement or redevelopment, compulsory purchase or surrender reduction or redistribution of Licenses in connection with post-war reconstruction or from any alteration of the Law affecting the grant surrender refusal to renew or forfeiture of Licenses.
- (C) No claim shall arise under this Section if prior or subsequent to the refusal to renew or forfeiture of the License the premises shall be required for any public purpose.
- (D) No claim shall arise under this Section if the loss of License is a consequential loss, or a direct result of an insured peril for which indemnity is granted by Section 4 (loss of Revenue) under this insurance.

Terrorism Exclusion Clause

This Section does not cover

Loss damage cost expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

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If the Underwriters allege that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Assured

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CONDITIONS, which are precedent to Underwriters liability under this Section.

1. On any renewal of this Insurance the Assured shall give to the Underwriters notice of any change in the circumstances disclosed in the original Proposal and of anything which has occurred which renders the License void or liable to be forfeited or declared void or which might endanger the License in any way or which alters the risk of the Underwriters; in the absence of such notice all statements in the said Proposal shall be deemed to be repeated.
2. Underwriters shall be notified immediately if the Assured shall receive any oral or written notice or information that the renewal of the License is opposed to or is about to be opposed or that the consideration of the renewal of the License has been adjourned or that the insured premises are disqualified or that the Licensee or any employee has been summoned for, charged with, convicted of or committed for trial for any offence whatsoever or has been required to attend personally upon the hearing of any application for the renewal of his License or has become bankrupt or has by infirmity been rendered incapable of keeping an inn or is dead or has absconded.
3. The Assured shall reserve to the Underwriters the right if they so desire to take over and control the defence of any charge or proceedings of whatsoever nature against the Licensee.
4. In the event of the License being forfeited, or renewal thereof refused the Assured shall do all things necessary to enable an appeal if so desired by Underwriters to be prosecuted at the expense of Underwriters, the Underwriters having full discretion in the conduct of this appeal.
5. No alteration shall be made in the insured premises without the sanction of the Licensing or other competent authority. If any direction or requirement of the Licensing Justices or other competent authority be not complied with or if the forfeiture of or refusal to renew the License be occasioned wholly or partly through the connivance or neglect of the Assured or by lack of repair of the insured premises or by any event which the Assured might reasonably have prevented or by wilful omission to exercise any right or power which might reasonably have been expected to reasonably prevent such forfeiture or refusal of the renewal, all benefit under this Section shall be forfeited.
6. The Assured shall do and concur in doing all things reasonably practicable to minimise any loss under this Section or to enforce any right or remedy against any other parties and shall in general give all such information and assistance as the Underwriters may reasonably require.

Personal Accident – Assault



The Underwriters hereon agree to pay to the Assured according to the Schedule of Compensation below if during the period of this Insurance an Insured Person shall sustain any bodily injury as herein defined as a direct result of violent or criminal assault in the course of his duties in the Assureds employ.

PROVIDED ALWAYS THAT:-

1. Compensation shall not be payable in respect of the consequences of one accident to any one Insured Person.
 - (a) under more than one of the items of the Schedule of Compensation.
 - (b) until the total amount thereof has been ascertained and agreed.

If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same accident.
2. The total sum payable under this Section in respect of any one or more accidents to any one Insured Person shall not exceed in all in any one period of Insurance the largest sum insured in respect of that Insured Person under any one of the items contained in the Schedule of Compensation or added to this Insurance by endorsement in respect of that Insured Person.

In this Section:-

1. "BODILY INJURY" means bodily injury which
 - (a) is sustained by an Insured Person during the period of this Insurance
 - (b) is caused by an accident, and
 - (c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury occasions the death or disablement of that Insured Person within twelve calendar months from the date of the accident by which such injury is caused.
2. "TOTAL DISABLEMENT" means disablement which entirely prevents an Insured Person from attending to his business or occupation (of any and every kind) or if he has no business or occupation from attending to his usual duties.
3. "PERMANENT" means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement.
4. "LOSS OF LIMB" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
5. Words in the masculine gender shall include the feminine.
6. For the purpose of this Section the term "Insured Person" is deemed to be the person or persons named or referred to in the attached "Schedule of Insured Persons".

Exclusions

This Section does not cover death or disablement

1. consequent on war, invasion or civil war;
2. consequent on an Insured Person engaging in or taking part in
 - (a) naval, military or air force, service or operations;
 - (b) winter sports outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland;
 - (c) hunting, or diving or riding in any kind of race;
3. directly or indirectly consequent on the Insured Person engaging in air travel, except as a passenger in any properly licensed aircraft being operated by a licensed airline in accordance with published schedule of flights or timetables or in a properly licensed multi-engined aircraft being operated by any other licensed commercial air carrier;
4. resulting from suicide or attempted suicide or intentional self-injury or from deliberate exposure to exceptional danger (except in an attempt to save human life), or from an Insured Person's own criminal act, or sustained whilst an Insured Person is in a state of insanity.

Terrorism Exclusion Clause

This Section does not cover

Loss damage cost expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Underwriters allege that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Assured

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

Definition – Terrorism

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Conditions

1. If the Insured Person shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this Section without first notifying the Underwriters and obtaining their written agreement to the amendment of the Section (subject to the payment of such reasonable additional premium as the Underwriters may require as the consideration for such agreement), then no claim shall be payable in respect of any accident arising out of or in the course of such occupation.
2. Immediate notice must be given to the Underwriters of any accident to an Insured Person which causes or may cause disablement within the meaning of this Section, and an Insured Person must as early as possible place himself under the care of a duly qualified practitioner. Immediate notice must be given to the Underwriters in the event of the death of an Insured Person resulting or alleged to result from an accident. In no case will the Underwriters be liable to pay compensation to the Assured or his representatives unless the medical advisor or advisors appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of an Insured Person.
3. Any fraud, mis-statement or concealment by an Insured Person if unknown to the Assured either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Section null and void insofar as it relates to the Insured Person in question but any such fraud, mis-statement or concealment by or known to the Assured shall render this whole Section null and void and all claims hereunder shall be forfeited.

Extension Applicable

- (i) In addition to the Schedule of Compensation payable hereunder this Section extends to cover physical loss or damage to clothing, spectacles, dentures and other personal property in the event of such loss or damage being the direct result of an assault on the Assured or the employee of the Assured whilst engaged on their duties in connection with the Assureds business. Provided that the liability of the Underwriters shall not exceed £500 in respect of the Assured or any one employee.
- (ii) If any person specified in the schedule of Insured persons dies within three months of sustaining injury whilst on the Insured premises caused by fire if a fire brigade attends Underwriters will pay to the Executors or Administrators of the Deceased the Sum of £5,000 each person.

Schedule of Insured Persons

Name	Occupation	Capital Sum Insured
The Assured and all employees of the Assured	Employed in connection with the premises insured under this insurance	£10,000

Schedule of Compensation

1. Death	£10,000	
2. Permanent total loss of sight of both eyes	£10,000	
3. Permanent total loss of sight of one eye	£10,000	
4. Loss of two limbs	£10,000	
5. Loss of one limb	£10,000	
6. Permanent total loss of sight of one eye and loss of one limb	£10,000	
7. Permanent total disablement (other than loss of sight of one or both eyes or loss of limb).....	£10,000	
8. Temporary total disablement.....£100 per week)	so long as such disablement continues but not exceeding altogether 104 consecutive weeks for any single disablement
)	
)	
)	

Section 8

Cash

The Underwriters will indemnify the Assured against loss first discovered during this insurance period of the Assureds own business cash as defined whenever the same may have occurred whilst in the insured premises or in transit, subject to the limits specified below and in the Schedule and the Exceptions stated herein.

Cash Definitions

- (A) Cash, Currency and/or Bank Notes, Postal Orders, Money Orders, Cheques, Luncheon Vouchers, negotiable Securities, Stamps, Travellers Cheques and Certificates.
- (B) Crossed Cheques, validly signed and counter signed Travellers Cheques, duly completed and authenticated Vouchers on Credit Card Companies with whom the Assured have agreed to deal, Value Added Tax Purchase Invoices, crossed Postal Orders, crossed Money Orders, crossed Bankers Drafts, Premium Bonds and National Savings Certificates.

Exceptions

- (i) Shortages due to error, omission, or depreciation in value.
- (ii) Unexplained shortages.
- (iii) More than one claim under this or any previous insurance of the Assured for loss occasioned wholly or in part by the dishonesty of any one person employed by the Assured.

Terrorism Exclusion Clause

This Section does not cover

Loss damage cost expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Underwriters allege that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Assured

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

Definition – Terrorism

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Limits

As stated in the Schedule or below for cash as defined only in Definition (A) above.

- | | |
|--|------------------------|
| (A) The limit any one claim in transit, and in Bank Night Safe. | For limit see Schedule |
| (B) The limit of any one claim in Reception/or any office or room or any Bar or Restaurant where cash is held whilst the Assured or staff entrusted with cash are in attendance. | For limit see Schedule |
| (C) The limit of any one claim in Reception/or any office or room or any Bar or Restaurant where cash is held whilst the Assured or staff entrusted with cash are not in attendance (excluding cash more specifically insured under limits (E) and (G)). | |
| (i) Not in locked safe(s) | £500 |
| (ii) In locked safe(s)/Strongroom as declared to Underwriters | For limit see Schedule |
| (D) In the private residence of the Assured, authorised employees or Directors of the Assured, including transit, any one claim. | £500 |
| (E) This Section is deemed to include an additional amount of cash as defined being tips and gratuities whilst in the custody of the Assured until paid out. Limit any one claim and in all. | £250 |
| (F) For the following periods only | |
| Limits (A), (B), (C) (ii) only are deemed to be increased by 50%. | |
| (i) For the period 1 December - 15 January, both days inclusive. | |
| (ii) For 14 days prior to any Bank or Public Holiday and 2 days after. | |
| (G) This Section is deemed to include an additional amount of cash as defined being the Assureds cash only in gaming machines, amusement machines, change machines and the like. Limit any one claim and in all. | £500 |

Limit

For cash only as defined in Definition (B) above.

Limit any one claim and in all. £500,000

Section 9

Goods in Transit

Subject to the General Conditions and Exclusions this Section covers loss of or damage to goods in transit, or goods held by the Assured in trust or on commission or for which the Assured are responsible in the course of their business caused by or through or arising from All Risks of physical loss or damage except hereinafter provided whilst in or on any vehicle of the Assured whilst;

- (a) in transit anywhere in the United Kingdom;
- (b) being loaded on to or unloaded therefrom;
- (c) temporarily housed in the course of such transit thereon.

The indemnities granted by this Section shall not apply to or include loss or damage due to-

- (a) wear, tear, depreciation or deterioration howsoever caused or delay or loss of market;
- (b) moth, vermin, insects, damp, mildew or rust;
- (c) any loss from an unattended vehicle if such vehicle is not securely locked and its windows securely closed and any alarm system put into operation.

Sum Insured

Underwriters' liability in respect of this Section is limited to the amount of any one loss as specified in the Schedule.

Section 10

Deterioration of Stock

Subject to the General Exclusions and Conditions this Section covers the contents of the Assureds cold rooms, frozen food cabinet(s) and/or domestic refrigerators against deterioration and/or putrefaction due to a change in the temperature following breakdown of the refrigeration machinery and/or failure of the public electricity and/or gas supply and/or action of refrigerant fumes escaping from the plant and/or the blowing of fuses.

This Section shall not cover loss due to or arising from:-

- (a) The deliberate act of any electricity or gas supply authority or the exercise by any such authority of its power to withhold or restrict supply.
- (b) Failure of the electricity or gas supply due to strikes by or any other withdrawal of labour by employees of any electricity or gas authority.

The settlement of any loss arising under this Section shall be the cost of replacement as the time of the loss.

IT IS WARRANTED THAT any cabinet, cold room, or refrigerator more than 10 years old be subject to an annual maintenance contract by a recognised refrigeration engineer.

Sum Insured

Underwriters' liability in respect of this section is limited to the amount, any one occurrence, as specified in the Schedule.

Terrorism Exclusion Clause

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Section 11

Personal Property of the Assured, or other named Person – All Risks

This Section insures against physical loss or damage from whatsoever cause arising except as hereinafter provided:-

On Property as per Specification attached belonging to the person(s) named in the Schedule and/or his family whose home residence is the insured premises whilst within the limits of United Kingdom and Europe.

Conditions

(applicable to this Section 11 only)

Articles not separately specified are Subject to Average.

The Underwriters shall be entitled in the event of loss, and at their sole option, to replace any articles lost or damaged, or to pay the Assured the market value thereof not exceeding in any event the insured value.

Where any insured item consists of articles in a pair or set, this Insurance is not to pay more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

Provided always that there shall be no claim under this Section arising from:-

1. Breakage of articles of a brittle nature unless such breakage is caused by Burglars, Thieves and/or Fire (this does not apply to Jewellery).
2. Moth or vermin or gradual deterioration.
3. Wear and tear, (this does not apply to the loss of or damage done to any item resulting from wear and tear to a clasp setting or other fastening carrier or container).
4. Loss or damage during and directly caused by alteration, cleaning, repair and renovation.
5. Breakage of glass, overwinding, denting and internal damage of watches.
6. Electrical and/or mechanical breakdown or derangement
7. Loss or damage caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be recoverable under an ordinary fire insurance policy and if musical instruments are insured hereunder, breakage of strings, reeds or drumheads from any cause.
8. Theft from unattended vehicles

Terrorism Exclusion Clause

This Section does not cover

Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling or preventing suppressing or in any way relating to any act of Terrorism
3. Civil Commotion occurring in Northern Ireland

If the Underwriters allege that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Assured

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

Definition – Terrorism

In respect of England Scotland and Wales Terrorism is defined as an act of any person(s) 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 any government de jure or de facto as certified by Her Majesty's Government or H M Treasury or any successor relevant authority

In respect of Northern Ireland Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone 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 put the public or any section of the public in fear

In respect of the Channel Islands and the Isle of man Terrorism is defined as an act of any person(s) 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 any government de jure or de facto

Definitions

In respect of Geographical limits. "United Kingdom" shall be deemed to include the Isle of Man, the Channel Islands, and Eire, including transits between.

The word "Europe" shall be deemed to include all Mediterranean Islands all Countries with a Mediterranean shore line, the Canary Islands, Madeira, including transits between.

AVERAGE means that if at the time of any loss the total value of a described item of the schedule attaching to this Section exceeds the Sum Insured specified the Assured shall be entitled to recover only such proportion of the loss or damage as the Sum Insured bears to the total value.

Employer's Liability

The Underwriters agree to indemnify the Assured as employers against:-

All sums which the Assured as employers may become liable to pay at law as damages for death or personal injury by accident or disease to any employee whether permanently, temporarily, wholly or partially employed by the Assured in connection with the business and the Underwriters will be responsible for any costs or expenses incurred with their consent in connection with any claim.

Extension 1

If legal liability is established against the Assured as an employer this Section extends to indemnify him in respect of employees sustaining death or bodily injury during the course of a journey in a motor vehicle and which arises out of and in the course of a contract of employment (this Extension is deemed to apply notwithstanding General Exception No. 5 applicable to Section 13 of this Insurance).

Extension 2

In the event of death of or injury or disease to an employee and the Assured as employers and/or their Employees are charged by reason of a breach of the Health and Safety at Work etc. Act 1974 and legal costs are incurred in the defence of such proceeding the Underwriters hereon agree to indemnify the Assured and/or their Employees in respect of such legal costs and the cost of necessary expert evidence provided that any such costs and reasonable costs of Appeal are incurred with the prior written consent of Underwriters.

The Limit of Indemnity by this Extension is £50,000 in all, any one period of Insurance.

Extension 3

Manslaughter Costs Extension

The indemnity provided by this Section extends to include:

- a) Legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
 - i) the course of an investigation leading to the offence of
 - ii) defending the insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for manslaughter, corporate manslaughter, corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under this Section of the Policy.
- b) Prosecution costs awarded against the Insured or any other person entitled to indemnity as a result of any conviction for such an offence.

Provided always that:

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
 - (a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company.
 - (b) fines or penalties or the cost of implementing any remedial order or publicity order.
 - (c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - (d) an appeal against any fine penalty remedial order or publicity order
 - (e) costs incurred as a result of the failure to comply with any remedial order or publicity order
 - (f) costs and expenses insured by any other policy
 - (g) any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Condition

The indemnity granted by this Insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Alderney and offshore installations in territorial waters around Great Britain and its Continental Shelf, but the Assured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay out but for the provisions of such law.

Definition

"Employee" shall mean

- (a) any person under a contract of service or apprenticeship with the Assured;
- (b) (i) any labour master or labour only sub-contractor or person supplied by any of them;
 - (ii) any self-employed person;
 - (iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Assured;
 - (iv) any person participating in any Government or otherwise authorised work experience training, study, exchange or similar scheme.

The Limit of Indemnity provided under this Section is limited to £10,000,000 any one accident and in all any one period of insurance unless specifically endorsed hereon to the contrary. Limits are inclusive of all costs and expenses.

War Civil War Political Risk and Terrorism Limitation

The liability of the Underwriters under this Section for damages costs and expenses payable in respect of any one claim against the Assured or series of claims against the Assured arising out of one event shall not exceed £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War Civil War Terrorism or Political Risk as defined below

Definition of Terrorism

For the purposes of this Clause "War Civil War or Political Risk" means war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority Terrorism or any action taken in controlling preventing suppressing or in any war relating to any of the above

For the purposes of this Clause "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

Radioactive Contamination Exclusion

So far as concerns the liability of any principal or liability assumed by the Assured under agreement and which would not have attached in the absence of such agreement this Section shall not apply to any 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 properties of any explosive nuclear assembly or nuclear component thereof

Exception 1.

The Underwriters shall not indemnify the Assured under this Section against liability for Bodily Injury sustained by any Employee Closely Related to the Assured. For the purposes of this exception Closely Related shall mean, husband, wife, father, mother, grandfather, grandmother, Stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

This exception will not apply where the business is incorporated as a limited company.

Right of Recovery Clause

This section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but the Assured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law

Section 13

Liability to the Public, including Visitors, Guests, Members or Customers

The Underwriters will indemnify the Assured against all sums which the Assured may become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- (a) Injury to any person
- (b) loss of or damage to material property
- (c) nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water
- (d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

The Underwriters shall be responsible within the limits specified in the Schedule for Sub-sections (a), (b) and (c) above and herein defined for all costs and expenses recovered by any claimant against the Assured or incurred by the Assured with the written consent of the Underwriters in the defence of any claim and/or claims. The limits hereunder are inclusive of all costs and expenses.

Sub-sections (a) and (b) are deemed not to apply to employees of the Assured of any description whatsoever unless at the material time they are employees as stated in General Extension 3 below.

This Section extends to include indemnity with respect to any legal liability incurred by the Assured by virtue of Section 3 of the Defective Premises Act 1972 in connection with premises which have been disposed of by the Assured.

Underwriters shall not be liable hereunder:-

- (a) For the cost of remedying any defect or alleged defect in the premises disposed of
- (b) If the Assured is entitled to indemnity from any other source.

Definition

The indemnity, in respect of Sub-sections (a) and (c), provided by this Section as stated in the Schedule is the amount of indemnity granted by Underwriters for any one accident or series of accidents arising out of one event and is unlimited in any one period of Insurance. The indemnity provided by this Section in respect of Sub-section (b) is the amount of indemnity granted by Underwriters for any one accident or series of accidents arising out of one event and in all in any one period of Insurance.

This Section is to be read in conjunction with the General Extensions Conditions and Exceptions as below.

Club Extension

Extension applicable where the insured premises is occupied by wholly or in part as a Club.

Subject to the limit of indemnity as herein defined in the event of any one individual Member making claim against another Member of the insured Club in respect of any occurrence for which indemnity is hereby provided Underwriters hereon agree not to raise the defence that the claiming Member is also the Assured.

Assureds Motor Contingent Liability Extension

Notwithstanding General Condition and Exception 5 of this Section Underwriters will indemnify the Assured and no other person in the terms of Section 13 of this Insurance in respect of injury or damage arising out of the use of any motor vehicle not the property of or provided by the Assured and being used in the course of the business. Underwriters shall not be liable in respect of:-

- (a) Damage to any such vehicle.
- (b) Injury or damage arising whilst such vehicle is being driven by the Assured.

Provided that Underwriters shall not be liable under this Extension if the Agents/Servants of the Assured are entitled to indemnity under any other insurance and/or source.

Leased or Rented Premises Extension

Underwriters will indemnify the Assured and no other person in the terms of Section 13 of this Insurance for loss of or damage to premises (or fixtures or fittings thereof) leased or rented to the Assured.

Provided that the indemnity shall not apply in respect of liability for:-

- (a) loss or damage if the liability is assumed by the Assured under a tenancy or other agreement and would not have attached in the absence of such agreement.
- (b) the first £250 of such loss or damage caused otherwise than by fire or explosion.

Consumer Protection Act and Food Safety Act Extension

Underwriters will provide indemnity to the Assured or any Director of the Assured or person employed by the Assured in respect of:-

- (1) Costs of prosecution awarded against them;
- (2) Legal fees and expenses incurred with Underwriters written consent in the defence of and arising from criminal proceedings brought or in an appeal against conviction from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990.

Provided that:-

- (a) the proceedings relate to an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Assureds business;
- (b) the indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) where indemnity is provided by any other insurance
 - (iii) to proceedings consequent upon any deliberate act or omission.

General Extensions applicable to Section 13

1. This Section is extended to indemnify the Assured against such sums as the Assured shall become legally liable to pay in respect of claims made against the Assured for accidental bodily injury or accidental damage to property which occurs during the period of this Insurance anywhere within the United Kingdom, including the Isle of Man or Channel Islands and arises (after they have ceased to be in the possession or under the control of the Assured) out of any goods or products (other than food or drink) manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Assured, except goods as described in General Conditions and Exceptions 3 (iii) of this Section.

The amount of indemnity specified in the Schedule of this Insurance shall apply to this Extension as follows:-

- (a) the specified amount of indemnity in respect of any accident or series of accidents arising out of one event;
- (b) the specified amount of indemnity in the aggregate in respect of all accidents occurring during any one period of Insurance;

and in addition the costs and expenses in connection therewith as provided by this Section.

It is warranted by the Assured that at the commencement date of this Insurance the Assured was not aware of any circumstances which might subsequently result in a claim being made under this Insurance except as reported in writing to the Underwriters.

- (2) This Section extends to include liability as herein defined of the Committee for the time being of any of the Assureds social sports or welfare organisation or fire first aid or ambulance service including as though there were the Assured, the Officers and/or Members of any such Club jointly and/or severally.
- (3) This Section extends to provide indemnity to Directors and/or Officials of the Assured in their private capacity but only to the extent that they are legally liable to employees of the Assured who are not at the material time acting as employees of the Assured as defined under Section 12 of this Insurance.
- (4) This Section extends to provide indemnity to Directors and/or employees of the Assured while acting on behalf of or in the course of his employment or engagement by the Assured in respect of liability for which the Assured would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the Assured.

(5) Manslaughter Costs Extension

The indemnity provided by this Section extends to include:

- a) Legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for manslaughter, corporate manslaughter, corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under this Section of the Policy.
- b) Prosecution costs awarded against the Insured or any other person entitled to indemnity as a result of any conviction for such an offence.

Provided always that:

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
 - (a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company.
 - (b) fines or penalties or the cost of implementing any remedial order or publicity order.
 - (c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - (d) an appeal against any fine penalty remedial order or publicity order
 - (e) costs incurred as a result of the failure to comply with any remedial order or publicity order
 - (f) costs and expenses insured by any other policy
 - (g) any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The above Extensions are otherwise to be subject to the terms and conditions and exceptions of this Section and of the Insurance.

General Conditions and Exceptions applicable to Section 13

1. The Indemnity provided by this Section covers accidents occurring as herein defined provided that any action for damage is brought against the Assured in a Court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
2. This Section is deemed to exclude the Legal Liability as therein defined of the Assured and/or Concessionaires and/or staff and/or Franchise Operators in respect of malpractice or professional negligence arising out of treatment, therapeutic facilities including Hairdressing, Beauty Treatments, Chiropody, Manicure, and/or Electrolysis for which wrongful advice and breach of Professional duty by reason of any neglect, error or omission whether or not injury or damage has occurred.
3. This Section is deemed to exclude Legal Liability as herein defined in respect of :-
 - (i) property, plant, utensils or appliances owned or used by Concessionaires, Franchise Operators or their staff in the course of their business.
 - (ii) Goods sold by Concessionaires, Franchise Operators or their staff.
 - (iii) Any claims recoverable under a more specific policy.
 - (iv) Injury to any Employee
4. This Section does not include liability arising under any contract or agreement (other than a contract with a visitor, guest, or member for the provision of accommodation, food or drink) which imposes upon the Assured a liability which the Assured would not otherwise have been under.
5. This Section is deemed to exclude liability as herein defined in respect of claims made against the Assured, his employees or agents, arising out of the use of any motor vehicle whilst governed by the provisions of the Road Traffic Act for the time being in force or any equivalent Road Traffic Act Legislation applicable to the territory where the insured property is situated.
6. a) This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance
All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
b) The Liability of the Underwriters for all compensation payable under this Section in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the amount shown in the Schedule to this Section as the Limit of Indemnity
c) For the purpose of this Exclusion and Limitation Pollution or Contamination shall be deemed to mean
 - i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
 - ii) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination
7. The assured shall bear the first £500 of each and every claim for the loss of or damage to third party property hereunder.
8. Cyber Liability exclusion – this insurance will not indemnify the assured for any sums for which the Assured is/ or becomes liable to pay as a result of any claim(s) made against the Assured or for any associated defence costs or expenses of any kind, from any liability arising, directly or indirectly, out of :
 - a) loss of, alteration of, or damage to
or
 - b) a reduction in the functionality, availability or operation of
a computer system or programme, hardware, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of the Assureds e-activities.
For the purpose of this exclusion, e-activities means any use off electronic networks, including the internet and private networks, intranets, electronic mail, worldwide web and similar medium carried out by the Assured or by any person, persons, partnership, firm or company acting for the Assured or on the Assureds behalf.
9. The Underwriters shall not indemnify the Assured under this Section against liability for Bodily Injury sustained by the Assured or any person Closely Related to the Assured.
For the purposes of this exception Closely Related shall mean, husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.
10. The Underwriters shall not indemnify the Assured under this Section against
 1. Damages, direct or consequential, on account of "bodily injury," "property damage," "personal or advertising injury," or "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, disposal, 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) or allergens.
Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or whatever occurring .
For purposes of this exclusion, "bodily injury" shall include mental anguish, mental injury and/or emotional distress.
All other terms and conditions of the Insurance remain unchanged.
11. The Underwriters shall not indemnify the Assured 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.

12. This section excludes liability directly or indirectly arising out of resulting from in consequence of or in any way Involving asbestos in whatever form or quantity.
13. In so far as this Section applies to legal liabilities arising in the United States of America or Canada or if an action for damages is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world
 - a) the liability of the Underwriters in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with the Underwriters written consent shall not exceed the Limit of indemnity
 - b) the indemnity will not apply in respect of punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties

Personal Liability

This Section

- (a) indemnifies the Assured(s) as named in the schedule up to but not exceeding the indemnity as specified in the Schedule any one accident or series of accidents arising out of one event against such sums as the Assured shall become legally liable to pay in respect of claims made against the Assured arising from BODILY INJURY OR DISEASE (fatal or non-fatal) to persons (hereinafter called "bodily injury") or DAMAGE TO PROPERTY caused by any accident occurring during the period set forth in this Insurance
 - (i) anywhere in or between Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland, or
 - (ii) elsewhere (except in Canada and the United States of America) during the first 30 days during which the Assured is temporarily abroad in any one period of Insurance, and
- (b) pays the costs and expenses incurred with the written consent of the Underwriters in the defence of any such claim, provided always that, if a payment in excess of the amount of indemnity available under this Section has to be made to dispose of a claim, the Underwriters' liability for such costs and expenses shall be such proportion thereof as the amount of indemnity available under this Section in respect of that claim bears to the amount paid to dispose of that claim.

The limit as stated in the schedule is inclusive of all costs and expenses.

Condition

The indemnity provided is subject to any action for loss, damage or bodily injury being brought against the Assured(s) as named in a Court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Definition

For the purposes of this section the expression "the Assured" wherever the context allows, shall include any member of the Assureds family whose home residence is the insured premises.

Exclusions

This Section does NOT cover liability for

1. bodily injury or damage to property
 - (a) arising out of the ownership, occupation, possession or use by the Assured of
 - (i) any land or building, or
 - (ii) any animal other than cats, horses or dogs which are not designated dangerous under the Dangerous Dogs Act 1991.
 - (b) arising out of the ownership, possession or operation by the Assured of
 - (i) any mechanically propelled or horse-drawn vehicle, or
 - (ii) any ship, vessel or craft (other than manually propelled rowing boats, punts or canoes), or
 - (iii) any aircraft;
 - (c) arising out of the profession, occupation or business of that Assured;
 - (d) if such liability is to any person who is entitled as an Assured to the benefits of this Insurance;
 - (e) if such liability has been assumed under a contract and would not otherwise have attached;
 - (f) if such liability is insured by, or would but for the existence of this Section be insured by, any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected;
2. bodily injury to any person who at the time of sustaining such injury is actually engaged in the Assureds service; or
3. damage to property belonging to or in the care, custody or control of the Assured or a person in his service.
4. This section does not cover liability directly or indirectly arising out of resulting from in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

Engineering

The Underwriters will subject to the Limit of indemnity stated in the Schedule of this Section indemnify the Assured in respect of loss or damage to Machinery described in Specification DD and Schedule hereto attached from sudden and unforeseen cause while at the Situation stated in the Schedule.

The indemnity given includes the cost of renewal of cooling, lubricating or insulating oil, refrigerant or brine for the insured Machinery following indemnifiable damage thereto.

THIS SECTION is subject to the terms and conditions of the Insurance and the Specification DD and Schedule hereto attached.

Legal Expenses

If applicable please refer to policy booklet

Terrorism

Only applicable if this Section is shown as operative in the Schedule

In consideration of the payment of the Premium in respect of the Period of Insurance the cover provided under the Sections shown under the Terrorism Section of the Schedule of this policy is extended to include loss destruction or damage to the property insured or CONSEQUENTIAL LOSS where covered occasioned by or happening through or in consequence of Terrorism as hereunder defined for the purposes of this Terrorism Section

Terrorism is defined for the purposes of this Section only as

An act of any person(s) 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 any government de jure or de facto as certified by Her Majesty's government or H M Treasury or any successor relevant authority

A. Provided always that the insurance provided by this Terrorism Section is subject to the following exclusions

(1) War and Allied Risks Exclusion

Damage occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

(2) Electronic Risks Exclusion

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Assured or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

For the purposes of this exclusion the following definitions shall apply

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 and logic bombs

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

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

(3) Excluded Property

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Damage in respect of

i) any property located outside England Wales and Scotland

ii) any nuclear installation or nuclear reactor

iii) any property which is specifically excluded elsewhere in this policy

iv) any property which is insured by or would but for the existence of this Policy be insured by any form of transit aviation or marine policy

B. This Terrorism Section is also subject to the following terms and conditions

1) in any action or other proceedings where the Underwriters allege that any Damage is not covered by this Terrorism Section the burden of proving that such Damage is covered shall be upon the Assured

2) The Underwriters liability in respect of all losses arising out of any one occurrence and in the aggregate in any one period of insurance shall not exceed the limits as otherwise specified under this policy

3) the insurance provided by this Terrorism Section is subject otherwise to all the terms definitions conditions and provisions of this policy

General Conditions

General Conditions applicable to all Sections of this Insurance, all of which shall be deemed to be conditions precedent to the liability of Underwriters.

1. Alteration in Risk

This policy shall be avoided if after the commencement of this insurance there is any alteration in risk

- a) by removal
- b) by change of occupation or use of the property insured
- c) whereby the risk of loss or damage or accident or liability is increased
- d) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- e) whereby the Assureds interest ceases except by will or operation of law

unless such alteration is admitted by the Underwriters in writing

2. Arbitration

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

3. Cancellation

Our Rights

We shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to your last known address. Thereupon you shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been:

- no claims made under the Policy for which we have made a payment
- no claims under the Policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during the current Period of Insurance

This termination will be without prejudice to any rights or claims of the Assured or the Underwriters prior to the expiration of such notice

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

Your Rights

You may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to your Insurance Adviser at the address shown in their correspondence or to the address of the Underwriters shown in the Policy schedule. This right does not apply at the first or any subsequent renewal of the policy.

Provided that there have been:

- no claims made under the Policy for which We have made payment
- no claims made under the Policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during this 14 day period, We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to a minimum premium of £50.

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

4. Claims – Assureds Duties

On the happening of any event which may give rise to a claim the Assured shall

a) General – applicable to all Sections

- i) notify the Underwriters immediately
- ii) take all practicable steps to recover property lost and otherwise minimise the claim
- iii) inform the Police immediately if the loss or damage is caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
- iii) give all information and assistance the Underwriters may require

b) Applicable to Section 1 Buildings and Section 2 Contents

Within 30 days or such further time as the Underwriters may in writing allow deliver to the Underwriters a written claim providing at their own expense all details proofs and information regarding the cause and amount of DAMAGE as the Underwriters may reasonably require together with details of any other insurances on any Property Insured by this Policy and (if demanded) a statutory declaration of the truth of the claim and of any related matters

No claim under this Section shall be payable unless the terms of this condition have been complied with

c) Applicable to Section 4 Loss of Revenue

Within 30 days after the expiry of the Indemnity Period or within such further time as the Underwriters may in writing allow at their own expense deliver to the Underwriters a statement setting out the particulars of the claim together with details of all other insurances covering any part of the damage or resulting loss of Revenue

The Assured shall at their own expense also provide the Underwriters with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanations and other evidence as may be reasonably required by the Underwriters for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.

No claim under this Section shall be payable unless the terms of these conditions have been complied with and in the event of non compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Underwriters immediately

d) Applicable to Sections 12 Employers Liability and 13 Public Liability

- i) immediately forward to the Underwriters every letter claim writ summons and process immediately upon receipt without acknowledgement
- ii) advise the Underwriters in writing immediately they have knowledge of any impending prosecution inquest Fatal Accident or Ministry Inquiry

e) Applicable to Sections 9 Goods In Transit 12 Employers Liability and 13 Public Liability

not make or allow to be made on their behalf any admission offer promise payment or indemnity without the written consent of the Underwriters

f) Applicable to Section 9 Goods In Transit

if loss or damage is caused by a carrier the Assured should notify the carrier immediately the Assured is aware of the loss or damage and the Assured may be asked to complete the carriers claim form

Any compensation the Assured receives from a carrier should be paid to the Underwriters if the Underwriters have paid the claim

5 Claims – the Underwriters Rights

The Underwriters

- a) on the happening of any loss destruction or damage in respect of which a claim is made may without thereby incurring any liability or diminishing any of the Underwriters rights under this Policy enter take or keep possession of the Premises where such loss destruction or damage has occurred and take possession of or require to be delivered to the Underwriters any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner

No claim under Section 1 buildings or Section 2 Contents shall be payable unless the terms of this condition have been complied with

No property may be abandoned to the Underwriters whether taken possession of by the Underwriters or not

- b) shall have full discretion in the conduct of any proceedings and in the settlement of any claim

6 Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Assured or anyone acting on their behalf to obtain any benefit under this Policy or if any loss destruction and or damage be occasioned by the wilful act or with the connivance of the Assured all benefit under this Policy shall be forfeited

7 Identification

This policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or the schedule shall bear such specific meanings wherever they appear

8 Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this contract

9 Misrepresentation and Misdescription

This Policy shall be voidable in any event of misrepresentation misdescription or non-disclosure in any material particular

10 Observance of Terms

It is a condition precedent to any liability on the part of the Underwriters under this Policy that the terms hereof so far as they relate to anything to be done or complied with shall be duly and faithfully observed

11 Other Insurances and Average

a) Applicable to Section 1 Buildings and Section 2 Contents

If at the time of any DAMAGE there is any other insurance effected by or on behalf of the Assured covering any of the property damaged the liability of the Underwriters hereunder shall be limited to its rateable proportion of such DAMAGE

If any other insurance shall be subject to any average (under-insurance) condition this Section if not already subject to any Condition of Average shall be subject to average in like manner

If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Underwriters hereunder shall be limited to that proportion of the DAMAGE as the sum insured hereby bears to the value of the property

b) Applicable to Section 4 Loss of Revenue

If at the time of any Incident resulting in a loss under this Section there be any other insurance effected by or on behalf of the Assured covering such loss or any part of it the liability of the Underwriters hereunder shall be limited to its rateable proportion of such loss

c) Applicable to Section 12 Employers Liability and Section 13 Public Liability

The Underwriters will not indemnify the Assured in respect of liability which is insured by or would but for the existence of the Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy had this insurance not been effected

d) Applicable to Section 9 Goods In Transit

If at the time of a claim there is any other insurance arranged by the Assured or on the Assureds behalf covering anything insured under this Section the Underwriters shall be liable only for a proportionate share

If the other insurance is more specific in relation to the Property then this Section will only apply after the other insurance has been exhausted

12 Reasonable Precautions

The Assured shall

- a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or damage
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
- d) take reasonable care in selecting Employees and shall maintain security precautions when the property insured under Section 7 is in the Assureds custody or control

13 Reinstatement

If any property insured by Section 1 and/or Section 2 is to be reinstated or replaced by the Underwriters the Assured shall at their own expense provide all such plans documents books and information as may be reasonably required

The Underwriters shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its sum insured

14 Subrogation

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

The Underwriters shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any claim or to prosecute in the name of the Assured at its own expense and for its own benefit any claim for indemnity or damages or otherwise

15 Warranties

Every warranty to which this Policy or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such warranty insofar as it increases the risk of loss or damage shall be a bar to any claim in respect of such loss or damage provided that whenever this Policy is renewed a claim in respect of loss or damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with any time before the commencement of such period

General Exceptions

General – All Sections except Section 12 Employers Liability

The insurance by these Sections does not apply to

1. Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000
 - i) correctly to recognise any date as its true calendar date
 - ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into the computer software being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date
- but this shall not exclude subsequent DAMAGE in respect of Section 1 (Buildings) or Section 2 (Contents) subsequent CONSEQUENTIAL LOSS in respect of Section 4 (Loss of Revenue) and subsequent loss or damage in respect of Section 11 (Personal Property – All Risks) not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by the Section
2. DAMAGE or CONSEQUENTIAL LOSS or legal liability caused by or arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
3. DAMAGE or CONSEQUENTIAL LOSS or legal liability directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Section 1 Buildings

Section 2 Contents

Section 4 Loss of Revenue

The insurance by these Sections does not cover

1. in respect of Section 1

The amount shown below after the application of all the conditions of average in respect of

- 1) DAMAGE by fire lightning explosion aircraft riot civil commotion strikes locked out workers or persons taking part in labour disturbances or earthquake
Amount Excluded: £NIL
- 2) All other Insured DAMAGE
Amount Excluded: £250
2. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of
 - a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
 - b) the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Assured other than in respect of

Section 1 Buildings and Section 2 Contents – a boiler used for domestic purposes only

Section 4 Loss of Revenue – any boiler or economiser on the Premises or a boiler used for domestic purposes only

- c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but this shall not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

3. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of
- faulty or defective workmanship operational error or omission on the part of the Assured of any of his Employees
- but this shall not exclude
- such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded from a Defined Peril
 - subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded
- acts of fraud or dishonesty by the Assureds Employees
- but this shall not exclude such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril
4. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of
- corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - change in temperature colour flavour texture or finish
5. DAMAGE caused by or consisting of or CONSEQUENTIAL LOSS arising directly from theft or attempted theft
- not involving entry to or exit from the Premises by forcible and violent means or violence or threat of violence to the Assured or any Employees of the Assured or any other person lawfully on the Premises
 - of property in the open or property in any outbuilding or other building not communicating with the main building of the Premises
6. DAMAGE or CONSEQUENTIAL LOSS consisting of
- joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
7. DAMAGE or CONSEQUENTIAL LOSS caused by the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services
- But this shall not exclude
- such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss destruction or damage
 - subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded
8. infidelity or dishonesty of the Assured or any of their Employees or other persons to whom property insured may be entrusted nor loss destruction or damage resulting from the Assured voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme trick device or false pretence or any unexplained loss or loss or shortage disclosed on taking inventory
9. a) in respect of Section 1 Buildings and Section 2 Contents DAMAGE caused by pollution or contamination but this shall not exclude DAMAGE to the Property Insured not otherwise excluded caused by
- pollution or contamination which itself results from a Defined Peril
 - a Defined peril which itself results from pollution or contamination
- b) in respect of Section 4 Loss of Revenue CONSEQUENTIAL LOSS resulting from pollution or contamination but this shall not exclude CONSEQUENTIAL LOSS resulting from destruction of or damage to property used by the Assured at the Premises for the purposes of the Business not otherwise excluded caused by
- pollution or contamination which itself results from a Defined Peril
 - a Defined Peril which itself results from pollution or contamination
10. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of
- subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
 - normal settlement or bedding down of new structures
11. DAMAGE caused by or consisting of or CONSEQUENTIAL LOSS arising directly or indirectly from
- disappearance unexplained or inventory shortage misfiling or misplacing of information
 - in respect of Section 2
 - erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotion or malicious persons
 - other erasure loss destruction or corruption of information on computer systems or other records programs or software unless resulting from a Defined Peril insofar as it is not otherwise excluded
12. a) in respect of Section 1 Buildings and Section 2 Contents DAMAGE to a building or structure caused by its own collapse or cracking
- b) in respect of Section 4 Loss of Revenue CONSEQUENTIAL LOSS resulting from destruction of or damage to a building or structure used by the Assured at the Premises caused by its own collapse or cracking. Unless resulting from a Defined Peril insofar as it is not otherwise excluded

13. DAMAGE or CONSEQUENTIAL LOSS in respect of movable property in the open fences and gates caused by wind rain hail sleet snow flood or dust
14. DAMAGE or CONSEQUENTIAL LOSS
- caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
15. DAMAGE or CONSEQUENTIAL LOSS
- caused by freezing
 - caused by escape of water from any tank apparatus or pipe
 - caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
 - caused by theft or any attempt thereat
 - to fixed glass
- in respect of any Building which is Empty
16. DAMAGE or CONSEQUENTIAL LOSS in respect of
- glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
 - computers or data processing equipment
- other than
- such DAMAGE caused by a Defined Peril
 - such CONSEQUENTIAL LOSS resulting from loss or destruction of or damage to such property caused by a Defined Peril insofar as it is not otherwise excluded
17. DAMAGE in respect of
- jewellery precious stones precious metals bullion furs curiosities works of art or rare books
 - property in transit
 - money cheques stamps bonds credit cards or securities of any description except where specifically mentioned as insured
- other than such DAMAGE caused by a Defined peril insofar as it is not otherwise excluded
18. a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - land roads pavements piers jetties bridges culverts or excavations
 - livestock growing crops or trees
- unless
- specifically mentioned as insured in respect of Section 1 Buildings and Section 2 Contents
 - CONSEQUENTIAL LOSS is caused by a Defined Peril insofar as it is not otherwise excluded in respect of Section 4 Loss of Revenue
19. property which at the time of the happening of DAMAGE is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
20. any property more specifically insured by or on behalf of the Assured
21. DAMAGE or CONSEQUENTIAL LOSS occasioned by nationalisation confiscation requisition seizure or destruction by the government or any public authority
22. The insurance by these Sections does not cover
- DAMAGE to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Assured or not where such DAMAGE is caused by programming or operator error Virus or Similar Mechanism or Hacking
 - CONSEQUENTIAL LOSS directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking but this shall not exclude CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined peril save in respect of malicious persons other than thieves
- For the purpose of this exclusion the following Definitions apply:
- Definitions**
- Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not
- This definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs
- Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data
- Section 9 Goods In Transit**
- loss or damage to Property directly or indirectly caused by or arising from
 - pressure waves caused by aircraft or other aerial devices
 - delay

2. loss of or damage to money securities for money (which includes certificates of bond stock certificates bills of exchange promissory notes) stamps watches precious stones jewellery bullion nuclear waste or loss of or injury to living creatures
3. any indirect or consequential loss
4. natural deterioration
5. the deterioration of Property conveyed in frozen chilled or insulated condition due to
 - a) faulty stowage
 - b) incorrect setting or operation of the equipment
 - c) variations in temperature
 unless directly caused by fire accident (but not breakdown) to the conveying Vehicle theft or attempted theft
6. electrical or mechanical derangement unless caused by impact
7. any amount where loss or damage does not exceed £50

Section 11 Personal Property – All Risks

This Section does not cover

1. theft or attempt thereat from the Premises not involving entry to or exit from by forcible and violent means
2. loss or damage arising from wear and tear or from any process of cleaning or restoring or adjusting or repairing
3. loss or damage arising from or attributable to the action of light or atmosphere moths parasites or vermin
4. loss by official confiscation or detention
5. loss or damage to any electrically driven machine or apparatus directly or indirectly caused by its own overrunning short-circuiting self-heating or by the application of excessive electrical energy or mechanical derangement not arising from external impact
6. loss or damage to any component part of any item insured in the Schedule while such part is removed from its normal position in the item
7. loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
8. loss or damage by theft from any unattended motor vehicle unless such vehicle has been securely locked at all points of access
9. loss or destruction of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Assured or not where such loss destruction or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

For the purpose of this exclusion the following Definitions apply:

Definitions

- i) Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

- ii) Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

Section 1 Buildings

Section 2 Contents

Section 11 Personal Property – All Risks

Section 13 Public Liability

Section 14 Personal Liability

The insurance by these Sections does not cover

- a) loss damage cost or expense of whatsoever nature directly or indirectly resulting from or in connection with:
 - i) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - ii) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
- b) loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - i) riot civil commotion and (except in respect of DAMAGE pr CONSEQUENTIAL LOSS by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons
 - ii) Terrorism

If the Underwriters allege that by reason of this exclusion any loss or damage cost or expense is not covered by these Sections of the Policy the burden of proving the contrary shall be upon the Assured

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

Definition – Terrorism

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

In respect of private house(s) or contents thereof insured in the name of an individual this Terrorism Exclusion only applies to loss damage cost or expense caused by nuclear, chemical or biological contamination resulting directly or indirectly from Terrorism

Section 12 Employers Liability

1. So far as concerns the liability of any principal or liability assumed by the Assured under agreement and which would not have attached in the absence of such agreement this Section shall not apply to any 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 properties of any explosive nuclear assembly or nuclear component thereof
2. This Section does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory Road Traffic Act legislation

Section 13 Public Liability

Under this Section the Underwriters shall not be liable for legal liability

1. a) arising out of
 - i) work in or on aircraft
 - ii) work in or on airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
 - iii) the ownership possession or use by or on behalf of the Assured of any aircraft or watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon)
- b) arising out of the ownership possession or use by or on behalf of the Assured of any mechanically propelled vehicle or trailer attached thereto in circumstances where compulsory insurance or security is required or where insurance is provided by another policy
- c) in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which have ceased to be in the custody or control of the Assured other than food or drink provided as a service at the Assureds premises to Employees or visitors
2. in respect of Extension 1
 - a) in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which are in the custody or control of the Assured
 - b) in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Assured are for use in or on any aircraft and which are critical to the safety or airworthiness of the aircraft
 - c) in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Assured are directly or indirectly exported to the United States of America or Canada
3. in respect of Injury to any Employee
4. in respect of loss of or damage to
 - a) property belonging to the Assured
 - b) property which is leased let rented hired or lent to or which is the subject of a bailment to the Assured
5. a) in respect of the cost or value of any Products Supplied or replacement repair removal rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such Products Supplied
 - b) for any costs incurred in recalling or modifying any Products Supplied

Additional Clauses Appendix

Where any of the Reference numbers as below are shown in the heading "Additional Clauses" on the Schedule Certificate, the Clause(s) to which the Reference Numbers(s) relate(s) is/are deemed to be attaching to and forming part of this Insurance and subject to the terms, conditions and limitations of this Insurance.

Reference Number Clauses

S.1 Escalator Clause applying to Section 1 and/or Section 2 of this Insurance only where a percentage is stated in the Schedule

In consideration of an additional premium (amounting to 50% of the premium produced by applying the escalator percentage as referred to in the Schedule to the initial premium), the Sum Insured by each of the said Sections indicated in the Schedule shall, during the period of this Insurance be increased by that proportion of the specified percentage which the number of days since the commencement of such period shall bear to the whole of such period.

Unless specifically agreed to the contrary the provisions of this Clause shall only apply to the sums insured in force at the commencement of the period of insurance.

At each renewal date the Assured shall notify the Underwriters of

- (a) the sums to be insured at the commencement of the forthcoming period of insurance, and
- (b) the percentage increase(s) required for the forthcoming period of insurance and in default thereof the provisions of this Clause shall cease to apply.

If this Insurance is for a period of less than or greater than twelve months the rating of escalation shall be 1/365th per diem of the stated percentage increase.

S.2 Non-Invalidation Clause

The interest of the mortgagees in this Insurance shall not be prejudiced by any act or neglect of the lessee/mortgagor or occupier of the aforesaid buildings whereby cover under the Insurance is prejudiced without the knowledge of the mortgagee provided that notice in writing be given to the Underwriters by the mortgagee immediately on becoming aware of such act or neglect and additional premium paid, if required.

S.3 Restricting Section 2 (Contents)

Notwithstanding anything contained herein to the contrary Theft losses are excluded from this Section unless entry to or exit from the premises shall have been obtained by breaking in or breaking out, actual or constructive.

S.4 Restricting Section 8 (Cash)

Notwithstanding anything contained herein to the contrary losses by infidelity of the Assureds Directors or Employees of any type whatsoever are deemed to be excluded from this Section of the Insurance.

S.5 Applicable to Section 1 (Buildings) only, when loss or damage by Fire, Lightning, and Explosion is excluded from this insurance.

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Section of the Insurance includes Loss or Damage caused by Explosion, insofar as such loss or damage is not covered under any other Insurances covering the premises hereby insured.

Losses or damage by Fire and Lightning are deemed to be excluded.

S.6 Applicable to properties roofed wholly or in part with thatch.

Blow Lamp Clause

This Insurance excludes losses directly or indirectly arising out of the use in or on the premises of blow lamps.

Spark Arrester Clause

If solid fuel fire places are in use suitable spark arrester appliances to be fitted.

S.7 Notwithstanding anything contained in Section 1 (Buildings) and/or Section 2 (Contents) to the contrary, Extension (A) is deemed to be excluded from this Insurance.

S.8 Notwithstanding anything contained in Section 1 (Buildings) and/or Section 2 (Contents) to the contrary, Extension (B) is deemed to be excluded from this Insurance.

S.9 Notwithstanding anything contained in Section 1 (Buildings) and/or Section 2 (Contents) to the contrary, Extension (C) is deemed to be excluded from this Insurance.

S.10 Notwithstanding anything contained in Section 1 (Buildings) and/or Section 2 (Contents) to the contrary, Extension (D) is deemed to be excluded from this Insurance.

S.11 Notwithstanding anything contained in Section 1 (Buildings) and/or Section 2 (Contents) to the contrary, Extension (E) is deemed to be excluded from this Insurance.

S.12 Notwithstanding anything contained in Section 1 (Buildings) and/or Section 2 (Contents) to the contrary, Extension (F) is deemed to be excluded from this Insurance.

S.13 Other Interests

Where parties other than the Assured are interested in the subject matter of this Insurance provided under Sections 1 to 4 of this Insurance, those other parties shall stand in the place of the Assured to the extent of their interest in the said subject matter of this Insurance.

S.14 Long Term Agreement Clause

A discount is allowed on the premium as set out in the Schedule hereunder in consideration of the Assured having undertaken to offer the renewal of the insurances hereby on the same basic rates and conditions for an agreed period of years expiring on the date shown on the Schedule, and to pay the premium annually in advance, provided, however, that:-

- (1) The sum insured may be reduced proportionately at any time to correspond with any reduction in-
 - (a) value if this insurance covers property damage
 - (b) the business, if this insurance covers loss of revenue.
- (2) The undertaking shall be held to apply to any Insurance or Insurances issued in substitution hereof.
- (3) The premium shall be subject to revision on a reasonable and proper scale following advice of any alteration in the risk.
- (4) At each renewal date the Underwriters may require an increased premium in conformity with a general increase in rates, but if the Assured does not agree to such increased premium the Agreement set out in this Long Term Agreement Clause shall lapse.
- (5) The Underwriters shall be under no obligation to accept an offer made under this Agreement.

S.15 Notwithstanding anything contained herein to the contrary under Section 1 (Buildings) and/or Section 2 (Contents) Exclusion (g) is restated as under:-

- (g) the first £250 of each and every loss unless caused by Fire, Lightning, Explosion or Earthquake except in respect of Water and/or Wind damage losses where the Assured shall bear the first £500 of each and every loss.

S.16 Notwithstanding anything contained in Section 1 (Buildings) and/or Section 2 (Contents) to the contrary, Extension (G) is deemed to be excluded from this Insurance.

S.17 Notwithstanding anything contained in Section 1 (Buildings) and/or Section 2 (Contents) to the contrary, Extension (H) is deemed to be excluded from this Insurance.

S.18 Warranted that provision be made for the carrying out of an examination of the Auditorium/Insured Premises for smouldering matches, tobacco or other materials at the close of each day's performance/trading.

S.19 Notwithstanding Exclusion (g) to Section 1 Buildings and /or Section 2 Contents the Assured shall bear the first £500 of each and every loss in respect of Storm, Tempest and Flood.

S.20 Notwithstanding Exclusion (a) under Section 1 (Buildings) and/or Section 2 (Contents) these sections extend to include Subsidence, Landslip or Heave of the site on which the buildings stand and which is reported to the Underwriters during the period stated in the schedule excluding-

- (a) loss or damage to domestic fixed fuel tanks, swimming pools, footpaths, drives, terraces, walls, gates and fences unless the main building is also affected at the same time by the same peril.
- (b) any claim for which compensation has been provided for under any Contract or Legislation.
- (c) loss or damage arising out of any structural alterations, repairs or extensions.
- (d) loss or damage due to coast erosion.
- (e) the first amount as stated by endorsement on the schedule for each loss or damage sustained.
- (f) costs arising from damage to solid floors caused by compaction of infill, defective materials or faulty workmanship.

S.21 The definition of Contents under Section 2 is deemed to include moveable business equipment including maintenance tools, equipment and unlicensed self-propelled plant.

S.22 Section 4 - Loss of Revenue part (A) (2) is extended to include (x) accidental death and disablement injury or illness to keyman as endorsed hereon excluding pre-existing health conditions problems or participation in dangerous sports. Limited to £100,000 any one period of Insurance

S.23 Section 2 – Contents – Description extends to include gardening and maintenance tools and equipment including unlicensed self propelled gardening plant whilst in the insured premises and elsewhere on the Insured Site excluding :

- (I) accidental loss or damage to hand held tools and plant.
- (II) theft of hand held tools and plant unless from a securely locked building at the Insured Site following forcible and violent entry or exit to or from said building.
- (III) theft of unattended unlicensed self propelled gardening plant between the hours of 18:00 and 06:00 unless from a securely locked building at the Insured Site following forcible and violent entry or exit to or from said building.

Warranted that self propelled plant must be immobilised and ignition keys removed and stored away from said property whilst unattended.

