

# Commercial Combined Policy



Cornish Mutual  
Farming Insurance Experts



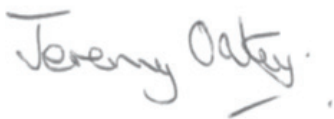
## Commercial Combined Policy - General Section

We (The Cornish Mutual Assurance Company Limited) agree with you (the Policyholder named in the Schedule) that we will provide the insurance set out in the Policy and in any Endorsements specified as operative in the Schedule in respect of events occurring during the Period of Insurance for which you have paid a premium.

The Period of Insurance is for the period indicated in the Schedule. Renewal of the Policy may be offered with changes to the Policy and premium.

This policy will be governed by English Law.

Signed on our behalf.



Chairman



Managing Director

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## General Advice

Please find below some advice which does not form part of the insurance contract but may be beneficial to you in running your business.

### Accurate valuation of your property

It is important that you have the right level of insurance in place to fully protect your property. The consequences of underinsurance can be very damaging as you may find that your claim is not met in full – often at a time when the money is most needed. Over-insuring your property can also leave you out of pocket as you are likely to be paying too much for your insurance. You should insure your property for the full reinstatement value (this means the cost to fully rebuild the property, not the market value). To be confident of having an accurate buildings reinstatement valuation it is best to instruct a local chartered surveyor to carry out a detailed assessment on your behalf. If you decide to calculate the full reinstatement value without professional help there are numerous aspects that require careful thought. In summary, your valuation should include:

- Demolition costs;
- Site clearance costs;
- Architects and other professional fees;
- Rebuilding costs to restore the property.

Check the definition of 'buildings' that applies to your insurance policy (this may differ between insurers and policy types) to ensure that all the appropriate areas are included in your calculation.

It is important to recognise the difference between a property's market value and its reinstatement value. Market value represents what the owner might get if the property is sold. The two valuations may, and generally do, vary significantly.

Listed status typically leads to additional cost implications when it comes to rebuilding. Specialist contractors may need to employ certain building techniques and use specific materials which can influence reinstatement cost and time.

Older properties are more likely to contain hazardous materials such as asbestos. Ensuring that such materials are safely dealt with can significantly increase demolition and clearance costs.

Remote properties or those with limited access can also incur increased demolition, clearance and rebuild costs.

It is important that reinstatement valuations are reviewed on a regular basis. Factors such as inflation and variations in local market labour and material costs over time can affect the accuracy of the valuation.

### Leaving your property unoccupied

If you are going to be away from your premises for an extended period we would advise taking these preventative measures to protect your property:

- (a) turn off all services at the mains (except electricity where needed to maintain any fire or intruder alarm system in operation) and drain the water and heating system;
- (b) secure your property against unauthorised entry
- (c) ask someone (if you can't do this yourself) to make at least weekly inspections of the property
- (d) remove any accumulations of combustible materials such as junk mail and newspapers during each inspection of the property.

Please note that in the event of your property becoming unoccupied for more than 30 days, you will no longer be insured against malicious damage, escape of water or oil, theft or accidental damage.

### Health & safety guidance

For any advice on managing the health and safety of your business we would always recommend using the Health & Safety Executive's website at [www.hse.gov.uk](http://www.hse.gov.uk). Here you will find guidance documents on everything from writing a health & safety policy through to conducting risk assessments and providing training and a safe working environment for your employees.

If you would like our input into how you could improve the health & safety of your business please contact us.

### Working safely at height

The Health & Safety Executive's website provides some guidelines for considering the risks associated with working at height and putting in place sensible and proportionate measures to manage these risks, including the safe use of ladders and stepladders. If you are considering working at height you should refer to these guidelines before you do so.

## General Advice

### Fire safety

Fire can be devastating; the loss of a building, machinery or stock may well have moral, legal or financial implications. The Regulatory Reform (Fire Safety) Order 2005 is a risk-assessment based regime that requires employers to take action to prevent fires and protect against death and injury of employees and relevant persons, should a fire occur. A fire risk assessment is the basic tool to allow owners to identify the risks of a fire occurring and the precautions that can be put into place to reduce this risk. If you employ 5 or more members of staff, or undertake a licensable activity, a written fire risk assessment is mandatory. Failure to have a current valid fire risk assessment is an offence and if major failings are identified by the Fire Service prosecution will be considered, which could result in a fine or imprisonment and a criminal record.

## General Definitions

Each time any of the following words or phrases appear in **bold type** (or in capital letters in the schedule) they will take the meaning shown below unless more specifically defined in a policy section.

**Bodily Injury** means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

**Building(s)** means the main structure(s) at the risk address(es) for which **You** are responsible, including:

- (a) landlords fixtures and fittings;
- (b) outbuildings, garages, swimming pools and tennis courts;
- (c) walls, gates, fences, hedges, paths, patios, terraces, drives, yards, car parks, car ports, roads, pavements, fixed signs, cess pits and septic tanks but excluding bridges unless they are specifically mentioned on the schedule;
- (d) underground pipes, cables and wires;
- (e) telecommunication, television and radio aerials, satellite dishes, aerial fittings and masts;
- (f) fixed video, audio and building management and security systems and equipment;
- (g) all fixed glass including shop fronts;
- (h) fixed signs and sanitary fixtures provided they are within the boundaries of the land for which **You** are responsible;
- (i) solar panels fixed to the main structure.

**Business** means the activity(ies) of the **Insured** as stated in the business description in the schedule and including:

- (a) the ownership, occupation, repair, maintenance and decoration of **Your** property;
- (b) the provision of catering, social, sports, educational and welfare facilities and first aid, medical and ambulance services for the benefit of **Employees**;
- (c) the provision of fire and security services maintained only for the protection of premises owned by **You** ;
- (d) private work undertaken within the **Geographical Limits** by an **Employee** with **Your** prior consent for any director, trustee, partner or **Employee** of **Yours**.

**Company/We/Our/Us** means The Cornish Mutual Assurance Company Limited.

**Damage** means physical loss, destruction or damage.

**Employee(s)** means any person working for **You** in connection with **Your Business** who is:

- (a) under a contract of service or apprenticeship with **You**;
- (b) a labour master or labour-only sub-contractor or person supplied by them;
- (c) self-employed (for labour only);
- (d) working under a recognised work experience or training scheme;
- (e) a voluntary helper;
- (f) borrowed by or hired to **You**; or
- (g) a director of **Your Business**.

**Event** means one occurrence or series of occurrences arising from or attributable to one source or original cause.

**Excess** means the amount **You** must pay towards any claim.

**Geographical Limits** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**Insured/You/Your** means the Insured shown in the schedule.

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

## How to make a claim

Should you need to make a claim under this Policy please contact Member Services on 01872 277151 or by email to [claims@cornishmutual.co.uk](mailto:claims@cornishmutual.co.uk).

Please ensure you are able to provide details of the policyholder and the policy number to enable us to advise and assist you without delay.

## Claims Conditions

### Your duties

When an incident occurs that may result in a claim **You** must:

- (a) tell **Us** as soon as **You** become aware;
- (b) take all practicable steps to recover property lost and otherwise minimise the claim;
- (c) tell the police immediately if the **Damage** is caused by thieves, malicious persons, vandals, or as a result of riot, civil commotion, strikes or labour disturbances;
- (d) give **Us** any information **We** require and continue to provide **Us** with any information and assistance **We** require before or after **We** pay **Your** claim under the Policy:
  - (i) within 7 days of **Damage** caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
  - (ii) within 30 days (or sooner if required by any Pre-Action Protocols) for any other claim.
- (e) not make or allow to be made on **Your** behalf any admission, offer, promise or payment without **Our** consent;
- (f) forward correspondence to **Us**, including every letter, claim, writ and claim form immediately upon receipt;
- (g) not acknowledge any correspondence yourself;
- (h) advise **Us** in writing or by telephoning **Us** on 01872 277151 as soon as **You** have any knowledge of any impending prosecution, inquest or inquiry in connection with the incident.

**We** reserve the right to reject a claim if **You** have failed to comply with any of these duties. In the event of non compliance any payment on account of the claim already made by **Us** shall be repaid to **Us**.

### Our rights

**We** may:

- (a) start, take over, defend and conduct any legal action in **Your** name;
- (b) prosecute in **Your** name for the recovery of any payment claimed under the Policy. **We** will have full discretion in the conduct and settlement of any such action;
- (c) enter any building where **Damage** has occurred and take and keep possession of any damaged property that is subject to a claim under this Policy. **We** will not accept property abandoned to **Us**. This Policy shall be proof that **You** have authorised **Our** rights under this condition;
- (d) free ourselves from any further liability by paying to **You**:
  - (i) the limit of indemnity;
  - (ii) the sum insured; or
  - (iii) any smaller amount for which at **Our** discretion the claim can be settled;

after deducting any payments already made. **We** will pay legal costs that have been incurred with **Our** prior consent up to the date of such payment. **We** will then relinquish control of the claim.

### Other Insurance

**We** will not make any payment for any claim that results from an incident that is covered by any other insurance that **You** hold, in the event that any other Policy that **You** hold with any other insurance company excludes payment under that Policy where more than one insurance exists.

Where any other insurance Policy that **You** hold provides an exclusion that each and every insurance company should pay their rateable proportion of any claim that is insured more than once, it is the intention of this clause that **We** will pay the appropriate rateable proportion.

## Claims Conditions

### Fraudulent Claims

If **You** make any claim which is fraudulent or false no payment shall be made. **We** may cancel the Policy with effect from the date of the fraudulent act by serving **You** notice, and retain all premiums that have been paid. This condition does not apply to any beneficiary under the Policy who is not party to the fraudulent act.

### Subrogation waiver

Subrogation means **Our** right to take action against a third party to recover any claims payments made by **Us**. If there is a claim, **We** will not take this action against any company that is:

- (a) **Your** parent company or any of their subsidiaries;
- (b) a subsidiary of **Your** company.

**We** will use the relevant legislation in force at the time of the **Damage** to decide what a parent company is and what a subsidiary company is.

In addition, **We** will not take this action against any of **Your** tenants if the tenant or lessee pays towards the cost of insuring the property against the **Event** that caused the **Damage** unless the **Damage** is caused by a criminal, fraudulent or malicious act of the tenant or lessee.

## General Conditions

### (1) Failure to fairly present the risk

It is **Your** duty to make a fair presentation of **Your Business** to **Us**. If **You** fail to do this and the failure is deliberate or reckless **We** may:

- (a) refuse all claims;
- (b) avoid the policy from the beginning which means treating it as if it never existed, and retain all premiums paid.

If the failure is non-deliberate or non-reckless **We** may:

- (a) cancel the policy from the beginning but **We** will refund **Your** premium;
- (b) apply different terms;
- (c) proportionately reduce any claim payment.

#### An example of a proportionate claim payment

If **You** declare the value of an insured item to be less than it is truly worth, albeit in a non-deliberate way, **We** would work out what percentage of the correct premium **You** had paid and apply this percentage to the claim payment. For example if the premium **You** paid was £500 and the premium **You** should have paid was £550, **You** have paid 91% of the correct premium so **Your** claim payment would only be 91% of the full value of the claim.

### (2) Reasonable Precautions

**We** will not pay **Your** claim unless, throughout the period of insurance, **You** have:

- (a) complied with all legal requirements and regulations imposed by any authority;
- (b) taken all reasonable precautions to prevent accident(s), loss, **Damage** or **Bodily Injury**;
- (c) maintained the **Building** and any machinery, equipment or furnishings in a good state of repair;
- (d) taken immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require;
- (e) exercised reasonable care in the selection and supervision of **Employees**.

### (3) Alteration of Risk

It is a condition of this policy that immediate notice is given to **Us** if after the commencement of this insurance:

- (a) there is any alteration of risk which increases the risk of **Damage**, accident or **Bodily Injury**;
- (b) the **Building** is undergoing major structural alterations or major repair (that does not include where workmen are allowed on the site to carry out minor repairs, alterations or general maintenance not involving external scaffolding);
- (c) **Your** interest ceases except by will or operation of law;
- (d) an administrator or a liquidator or receiver is appointed or **You** enter into a voluntary arrangement;



- (e) there is any material change in **Your Business**;
- (f) **You** permanently move abroad.

Upon any alteration described above **We** shall be entitled to cancel the policy from the date of the alteration or impose special terms and/or charge an additional premium.

#### **(4) Cancelling the policy**

##### **(a) Your right to cancel**

There is a 14 day cooling off period from the date **You** receive **Your** documents. If **You** decide to cancel the policy during this time **We** will refund **Your** premium provided no claims have been made. For a cancellation at any other stage during **Your** policy year please contact **Us** and **We** will only charge **You** for the time on cover unless a claim has been made in which case **We** will keep the full premium.

##### **(b) Our right to cancel**

**We** have the right to cancel the policy by giving **You** seven days' notice in writing sent by recorded delivery to **Your** last known address explaining **Our** reason for doing so. **We** will only charge **You** for the time on cover unless a claim has been made in which case **We** will keep the full premium. Valid reasons for cancelling include but are not limited to:

- (i) non payment of premium, or any instalment of the premium;
- (ii) where **We** reasonably suspect fraud;
- (iii) where **You** fail to co-operate with **Us** or fail to give **Us** information or documentation that **We** reasonably request;
- (iv) where **You** have not provided accurate and truthful responses to the questions **We** have asked when issuing, amending or renewing the policy;
- (v) where **You** fail to comply with the policy terms and conditions;
- (vi) where a change in **Your** circumstances means **We** are unable to continue to provide cover.
- (vii) where **You** use threatening, abusive, intimidating or bullying behaviour towards **Our** staff or suppliers.

#### **(6) Index Linking**

**We** will automatically adjust the sums insured for **Your Buildings** in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any insured **Damage** provided that the work of repair or reinstatement is done without delay. At each renewal of the policy the premium will be based on the adjusted sums insured. **We** will not reduce the sum insured on **Buildings** if the indices fall.

#### **(7) Acts of Parliament and Jurisdiction**

All legal instruments and rules referred to shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

#### **(8) Contracts (Rights of Third Parties) Act 1999**

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

#### **(9) Premium Payment by Instalments**

- a) if **You** agree to pay **Your** premium by monthly direct debit or a similar arrangement **You** must pay any deposit **We** ask for and make sure **Your** instalment payments are kept up to date;
- b) if **You** make a claim, **We** may deduct any outstanding amounts due to **Us** before paying the claim.

#### **(10) Right to Survey**

**We** have the right to carry out a survey of the **Business** for the purposes of verifying the information provided to **Us** and to identify areas where risk improvements may be required.

A separate 'Inspections surveys & audits' condition applies to the Environmental Damage cover and is detailed in that section.

## General Exclusions

### (1) Geographical Limits

This policy does not insure any **Damage, Bodily Injury** or liability arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, except as specifically set out in the policy.

### (2) Sonic Bangs

This policy does not insure **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### (3) War Risks

This policy does not insure any liability or **Damage** directly or indirectly caused by or happening through:

- (a) war;
- (b) invasion;
- (c) act of foreign enemy;
- (d) hostilities or warlike operations (whether war be declared or not);
- (e) civil commotion assuming proportions of or amounting to a popular uprising;
- (f) civil war;
- (g) military uprising;
- (h) mutiny;
- (i) rebellion;
- (j) revolution;
- (k) insurrection;
- (l) military or usurped power;
- (m) martial law; or
- (n) confiscation or destruction or requisition by order of the government or any public authority.

This exclusion does not apply to the Employers Liability section.

### (4) Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons

This policy does not cover the following:

- (a) **Damage** to any property or any resulting loss, expense or consequential loss; or
- (b) any legal liability directly or indirectly caused by or contributed to by:
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - (v) any chemical, biological, bio-chemical or electromagnetic weapon.

Part (b) of this exclusion does not apply to the Employers Liability section except in respect of liability of any principal and liability assumed by agreement.

### (5) Terrorism

This policy does not cover any claim directly or indirectly caused by, resulting from or in connection with **Terrorism** regardless of any other contributory cause.

This insurance also excludes any claim directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **Terrorism**.

If **We** allege that by reason of this exclusion any claim is not covered by this policy the burden of proving the contrary shall be upon **You**.

This exclusion does not apply to the Employers Liability section.

### (6) Deliberate Acts

This policy does not insure any loss of or **Damage** to any property or any liability caused deliberately by **You**.

## General Exclusions

### (7) Electronic Risks

- (a) This policy excludes all loss, damage, legal liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions will cover physical **Damage** caused by such listed peril.  
Listed Perils - Fire, Explosion.
- (c) This policy excludes all loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever and loss of use, reduction in functionality, cost, expense or legal liability of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

### (8) Property Maintenance

This policy does not insure any costs of maintaining the property covered by this policy.

### (9) Events occurring before cover started

This policy does not insure any **Damage** or **Bodily Injury** that happened before cover under this policy started.

### (10) Illegal Activity

This policy does not insure any **Damage** or **Bodily Injury** caused by or in connection with the insured property being used by **You, Your** tenant or any other lawful visitor for the conduct or attempted conduct of illegal activity.

## Section One – Public and Products Liability

### Definitions

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Asbestos** means asbestos, asbestos fibres or any derivatives of asbestos and any product containing these in whatever form or quantity.

**Bodily Injury** means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

**Business** means the activity(ies) of the **Insured** as stated in the Business Description in the schedule and including:

- (a) the ownership, occupation, repair, maintenance and decoration of **Your** property;
- (b) the provision of catering, social, sports, educational and welfare facilities and first aid, medical and ambulance services for the benefit of **Employees**;
- (c) the provision of fire and security services maintained only for the protection of **Premises** owned by **You**;
- (d) private work undertaken within the **Geographical Limits** by an **Employee** with **Your** prior consent for any director, trustee, partner or **Employee** of **Yours**.

**Contract Works** means:

- (a) work executed or in the course of execution, including materials and plant, in connection with contracts undertaken by **You**; and/or
- (b) property which **You** are required to insure under clause 21.2.1 or 6.5.1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract or any clause of similar intent in an equivalent contract.

**Damage** means physical loss, destruction or damage.

**Employee(s)** means any person working for **You** in connection with **Your Business** who is:

- (a) under a contract of service or apprenticeship with **You**;
- (b) a labour master or labour-only sub-contractor or person supplied by them;
- (c) self-employed (for labour only);
- (d) working under a recognised work experience or training scheme;
- (e) a voluntary helper;
- (f) borrowed by or hired to **You**; or
- (g) a director of **Your Business**.

**Pollution** means:

- (a) all pollution or contamination of **Buildings** or other structures or of water or land or the atmosphere; and
- (b) all **Bodily Injury**, loss or **Damage** directly or indirectly caused by such pollution or contamination.

**Premises** means those parts of the **Buildings** occupied by **You** in connection with the **Business**.

**Principal** means any party (other than a director trustee partner or **Employee**) on whose behalf **You** are undertaking work in connection with the **Business**.

**Products** means goods (including their containers, labelling and instructions) sold, supplied, repaired, serviced, altered, renovated, processed, installed or tested by **You** in the course of the **Business**.

| What IS Insured   | What IS NOT Insured  |
|---|--|
| <p>(1) We will pay all sums which <b>You</b> shall become legally liable to pay as compensation for:</p> <ul style="list-style-type: none"> <li>(a) accidental <b>Bodily Injury</b> of any person;</li> <li>(b) accidental <b>Damage</b> to property not belonging to <b>You</b> or in <b>Your</b> charge or under <b>Your</b> control or that of an <b>Employee</b>;</li> <li>(c) nuisance, trespass to land, trespass to goods or interference with any easement of air, light, water or way;</li> <li>(d) wrongful arrest, detention or false imprisonment of any person.</li> </ul> <p>happening during the period of insurance and caused in connection with the <b>Business</b>.</p> <p><b>Section Limits</b></p> <p>The total amount <b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>(a) any one <b>Event</b>;</li> <li>(b) all <b>Events</b> occurring in any one Period of Insurance attributable to: <ul style="list-style-type: none"> <li>(i) <b>Products</b>;</li> <li>(ii) <b>Pollution</b>;</li> </ul> </li> </ul> <p>shall not exceed the Section Limit shown in the schedule.</p> <p>This limit is reduced to £1,000,000 in respect of <b>Events</b> involving any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat away from the <b>Premises</b>.</p> <p>(2) This insurance extends to include legal liability happening during the period of insurance and arising in connection with the <b>Business</b>:</p> <ul style="list-style-type: none"> <li>(a) from an <b>Event</b> occurring outside the <b>Geographical Limits</b>, caused by: <ul style="list-style-type: none"> <li>(i) <b>You</b> or <b>Your</b> directors, partners or <b>Employees</b> while temporarily outside the <b>Geographical Limits</b>;</li> <li>(ii) <b>Products</b> supplied from within the <b>Geographical Limits</b>;</li> </ul> </li> <li>(b) from <b>Damage</b> to: <ul style="list-style-type: none"> <li>(i) any <b>Building</b>, including its contents, temporarily in <b>Your</b> custody or control or that of <b>Your</b> directors, partners or <b>Employees</b> (but not owned, hired, let or rented by <b>You</b>) for the purposes of carrying out work;</li> <li>(ii) any <b>Building</b> (including landlord's fixtures and fittings therein) hired, let or rented to <b>You</b> but this extension shall not apply to <b>Damage</b> by any cause against which the lease or tenancy agreement stipulates that</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>(a) <b>The Excess</b><br/><b>We</b> will not pay any <b>Excess</b> shown in the schedule.</li> <li>(b) <b>Bodily Injury to any Employee.</b><br/><b>We</b> will not pay any claim for <b>Bodily Injury</b> to any <b>Employee</b>.</li> <li>(c) <b>Aviation, Marine or Nuclear</b><br/><b>We</b> will not pay any claim which arises from: <ul style="list-style-type: none"> <li>(i) the manufacture, repair, supply or distribution of aircraft or ships, or, with <b>Your</b> specific knowledge, of machinery or components with aviation or marine applications;</li> <li>(ii) <b>Products</b> used in connection with any power station or nuclear installation which affects or could affect the safety or operation of such installations.</li> </ul> </li> <li>(d) <b>Pharmaceuticals and drugs</b><br/><b>We</b> will not pay any claim which arises from the manufacture, making-up, dispensing, supply or distribution of drugs, medicines or pharmaceuticals other than the dispensing, supply or distribution of proprietary preparations in unopened containers as supplied by the manufacturers.</li> <li>(e) <b>Harmful products</b><br/><b>We</b> will not pay any claim which arises from the manufacture, supply or distribution of <b>Asbestos</b> or <b>Asbestos</b> products, chemicals of an explosive, toxic or noxious nature, or munitions.</li> <li>(f) <b>Heat work away from the Premises</b><br/><b>We</b> will not pay any claim arising from the use by <b>You</b> or <b>Your</b> directors, partners or <b>Employees</b>, away from the <b>Premises</b>, of any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat unless: <ul style="list-style-type: none"> <li>(i) <b>You</b> carry suitable portable fire extinguisher(s) in full working order and complying with the relevant British Standard;</li> <li>(ii) The area in the immediate vicinity of the work is cleared of all moveable combustible material. Combustible materials which cannot be moved must be covered and protected by overlapping sheets or screens of non-combustible material;</li> <li>(iii) A fire safety check of the working area to discover smoke, smouldering or flames is made at regular intervals during the work and between 30 minutes and 60 minutes after completion of each period of work;</li> <li>(iv) Where there is more than one person working at a site where heat is being used, a</li> </ul> </li> </ul> |



| What IS Insured  | What IS NOT Insured   |
|--|---|
| <p>insurance shall be effected by the lessee or tenant;</p> <p>(iii) directors' or <b>Employees'</b> property;</p> <p>(iv) customers' or visitors' property while temporarily on the <b>Premises</b> (except property for alteration, cleaning, inspection, repair, servicing or storage).</p> <p><b>We</b> will in addition pay costs and expenses incurred with <b>Our consent</b>, including the cost of representation at any Coroner's Court, Fatal Accident Inquiry or court of Summary Jurisdiction, subject to any relevant limits shown in the Additional Covers of this section.</p> | <p>responsible person is appointed at each site to ensure that the precautions stipulated here are fully observed;</p> <p>(v) Blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use;</p> <p>(vi) The heating of asphalt, bitumen, tar or pitch is carried out in the open in a vessel designed for the purpose, placed on a non-combustible surface.</p> <p>This exclusion does not apply if <b>You</b> can demonstrate that the non-compliance could not have increased the risk of the loss arising.</p> <p><b>(g) Gradual Pollution</b><br/> <b>We</b> will not pay for any <b>Pollution</b> other than caused by a sudden, identifiable, unintended or unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.<br/> All such <b>Pollution</b> which arises out of one incident will be deemed to have occurred at the time the incident takes place.</p> <p><b>(h) Motor vehicles</b><br/> <b>We</b> will not pay any claim arising from the use by <b>You</b> or on <b>Your</b> behalf of any motor vehicle in circumstances to which the Road Traffic Acts apply or for which <b>You</b> insure liability under a more specific policy.</p> <p><b>(i) Exports to the United States or Canada</b><br/> <b>We</b> will not pay any claim arising from known exports of any <b>Products</b> directly or indirectly to the United States of America or Canada.</p> <p><b>(j) Advice</b><br/> <b>We</b> will not pay any claim arising from advice, design, specification or treatment provided by or through <b>You</b> or <b>Your</b> directors, partners or <b>Employees</b> for a fee or in circumstances where a fee would normally be charged.</p> <p><b>(k) Equipment loaned, leased or hired</b><br/> <b>We</b> will not pay any claim arising from the use of plant or equipment loaned, leased or hired to any other party by <b>You</b>.</p> <p><b>(l) Aircraft, watercraft and railways</b><br/> <b>We</b> will not pay any claim arising from the ownership, possession or use by <b>You</b> or on <b>Your</b> behalf of:</p> <p>(i) any vessel or craft designed to travel through air or space;</p> <p>(ii) hovercraft or watercraft or any other vessel or craft designed to float on or in or travel through water other than hand-propelled watercraft;</p> <p>(iii) any railway, siding or rolling stock.</p> |

| What IS Insured | What IS NOT Insured   |
|-----------------|---|
|                 | <p><b>(m) Own property</b><br/> <b>We</b> will not pay any claim arising from <b>Damage</b> to:<br/> (i) material property owned by <b>You</b>;<br/> (ii) material property in <b>Your</b> custody or control or that of <b>Your</b> directors, partners or <b>Employees</b>, other than as insured under (2)(b);</p> <p><b>(n) Contract Works</b><br/> <b>We</b> will not pay any claim arising from <b>Damage</b> to <b>Contract Works</b>;</p> <p><b>(o) Defective workmanship</b><br/> <b>We</b> will not pay for <b>Damage</b> to part of any material property on which <b>You</b> or anyone acting on <b>Your</b> behalf is or has been working if the loss or <b>Damage</b> results directly from such work.</p> <p><b>(p) Product damage or product recall</b><br/> <b>We</b> will not pay any claim in respect of:<br/> (i) <b>Damage</b> to <b>Products</b>;<br/> (ii) the cost of recalling, altering, repairing, replacing or making any refund in respect of <b>Products</b> or <b>Contract Works</b>.</p> <p><b>(q) Contractual liability</b><br/> <b>We</b> will not pay any claim which arises:<br/> 1) only because of an agreement relating to:<br/> (i) the sale or supply of <b>Products</b>;<br/> (ii) a building hired, let or rented to <b>You</b>.<br/> 2) under the terms of any other contract or agreement unless such liability would have attached in the absence of such contract or agreement.</p> <p><b>(r) Fines or penalties</b><br/> <b>We</b> will not pay any liquidated, punitive or exemplary damages, fines or penalties, including HSE Fees for Intervention.</p> <p><b>(s) Claims from the United States or Canada</b><br/> <b>We</b> will not pay any claim which arises from an action brought in a court of law in the United States of America or Canada or in a country which operates under the laws of the United States of America or Canada, or from any proceedings to enforce a judgement in such an action.</p> <p><b>(t) Asbestos</b><br/> <b>We</b> will not pay any claim directly or indirectly arising out of or resulting from or in consequence or in any way involving the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to <b>Asbestos</b> or materials or products containing <b>Asbestos</b>:<br/> This exclusion shall not apply in respect of such removal, storage or disposal provided that:<br/> (i) the amount of any claim occurring during any one Period of Insurance shall not exceed £2,000,000 in the aggregate or the amount of the Limit of Indemnity for this Section as stated in the schedule, whichever is lower;</p> |

| What IS Insured | What IS NOT Insured   |
|-----------------|---|
|                 | <ul style="list-style-type: none"> <li>(ii) such activity does not form part of <b>Your</b> usual <b>Business</b>;</li> <li>(iii) the discovery of <b>Asbestos</b> is unintentional and accidental;</li> <li>(iv) upon discovery of <b>Asbestos</b> or products made entirely or mainly of <b>Asbestos</b> all work stops immediately;</li> <li>(v) an HSE licensed <b>Asbestos</b> removal contractor who has Employers' Liability and Public and Products Liability insurances in force that: <ul style="list-style-type: none"> <li>(a) provide Limits of Indemnity no less than those stated in the schedule; and</li> <li>(b) do not exclude the work to be carried out is contracted if legally required to make safe the area in which the discovery is made as soon as is practicable.</li> </ul> </li> <li>(u) <b>Genetically modified products</b><br/> <b>We</b> will not pay any claim arising from: <ul style="list-style-type: none"> <li>(i) the production, supply of, or presence on the <b>Premises</b> of any genetically modified <b>Products</b>, where liability may be attributed directly or indirectly to the genetic characteristics of the <b>Products</b>;</li> <li>(ii) the spread or the fear of spread of genetically modified organism characteristics into the environment or any change to the environment arising from research into testing of or production of genetically modified organisms.</li> </ul> </li> <li>(v) <b>Demolition and construction</b><br/> <b>We</b> will not pay any claim arising from: <ul style="list-style-type: none"> <li>(i) demolition, except demolition by <b>You</b> or under <b>Your</b> supervision of: <ul style="list-style-type: none"> <li>(a) <b>Buildings</b> or parts of <b>Buildings</b>, not more than 10 metres in height, where the work forms part of a contract for reconstruction, alteration or repair by <b>You</b> or</li> <li>(b) other structures not more than 4 metres in height and not forming part of any building.</li> </ul> </li> <li>(ii) the construction, alteration, maintenance or repair of blast furnaces, bridges, chimney shafts, colliery overhead winding gear, cranes, dams, docks, gasholders, hangars, reservoirs, steeples, towers and viaducts;</li> <li>(iii) piling, tunnelling, mining, work in tunnels or mines or the making of any excavations exceeding in part a depth of 5 metres;</li> <li>(iv) the use of explosives.</li> </ul> </li> <li>(w) <b>Overseas residency</b><br/> <b>We</b> will not pay any claim arising from any action for damages brought against <b>You</b> in any country outside the European Union, the Channel Islands or the Isle of Man in which <b>You</b> occupy <b>Premises</b> or are represented by any resident <b>Employee</b>.</li> </ul> |

## Additional Cover

| What IS Insured  | What IS NOT Insured   |
|--|---|
| <p><b>(1) Defence costs</b></p> <p><b>We</b> will pay costs and expenses incurred with <b>Our</b> consent by <b>You</b> or <b>Your</b> directors, partners or <b>Employees</b> in defending legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice brought for a breach of:</p> <ul style="list-style-type: none"> <li>(a) the Health &amp; Safety at Work etc. Act 1974, the Health and Safety Inquiries Procedure Regulations 1975 and the Health and Safety at Work (Northern Ireland) Order 1978;</li> <li>(b) Part II of the Consumer Protection Act 1987;</li> <li>(c) the Food Safety Act 1990 and the Food Safety (Northern Ireland) Order 1991;</li> <li>(d) Work at Height Regulations 2005;</li> <li>(e) Provision and Use of Work Equipment Regulations 1998;</li> <li>(f) Control of Vibration at Work Regulations 2005;</li> <li>(g) Gas Safety (Installation and Use) Regulations 1998;</li> <li>(h) Dangerous Substances and Explosive Atmospheres Regulations 2002;</li> <li>(i) Construction (Design &amp; Management) Regulations 2007.</li> </ul> <p>or any subsequent amendments or additions to this legislation, alleged to have been committed during the period of insurance in connection with the <b>Business</b>.</p> <p>Any appeal will only be funded by <b>Us</b> if Kings Counsel has advised that it is more likely for an appeal to be successful than not. A different Kings Counsel must be used for this purpose to any that may have been involved prior to the conviction.</p> <p><b>(2) Defective Premises Act 1972</b></p> <p><b>We</b> will pay any costs <b>You</b> become legally liable to pay (in relation to property previously owned or occupied by <b>You</b>) for <b>Your</b> legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of <b>Bodily Injury</b> or <b>Damage</b> which occurs within a period of seven years from the expiry or cancellation on this policy.</p> | <p>No cover is provided:</p> <ul style="list-style-type: none"> <li>(a) where the proceedings relate to <b>Bodily Injury</b> to an <b>Employee</b>;</li> <li>(b) in respect of fines or penalties of any kind, including HSE Fees for Intervention.;</li> <li>(c) if payment has already been provided or will be provided under the Corporate Manslaughter Defence Costs cover of this section;</li> <li>(d) where the proceedings have resulted from any deliberate act or omission by: <ul style="list-style-type: none"> <li>(i) <b>You</b> or any director, trustee or partner of <b>Yours</b>;</li> <li>(ii) any <b>Employee</b> of <b>Yours</b> who has specific responsibility for compliance with the relevant legislation which could reasonably have been expected to constitute a breach of the legislation.</li> </ul> </li> </ul> <p>The total amount <b>We</b> will pay in respect of any one <b>Event</b> shall not exceed £500,000.</p> <p><b>We</b> will not pay the VAT element of any claim where <b>You</b> are able to recover VAT.</p> <p>No cover is provided in respect of the cost of remedying any defect or alleged defect in the premises disposed of.</p> <p>The total amount <b>We</b> will pay in respect of damages for any one <b>Event</b> shall not exceed the Section Limit shown in the schedule.</p> |

| What IS Insured  | What IS NOT Insured   |
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| <p><b>(3) Corporate manslaughter defence costs</b></p> <p><b>We</b> will pay legal costs and expenses incurred with <b>Our</b> prior consent in connection with the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the <b>Business</b>.</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>(a) where <b>We</b> have already agreed to pay legal costs incurred in the defence of any criminal proceedings arising out of the same <b>Event</b> which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by <b>Us</b> will be taken into account in calculating <b>Our</b> liability under this extension;</li> <li>(b) <b>You</b> must obtain <b>Our</b> prior consent before the appointment of any solicitor or counsel who is to act for <b>You</b> and on <b>Your</b> behalf;</li> <li>(c) any appeal will only be funded by <b>Us</b> if Kings Counsel has advised that it is more likely for an appeal to be successful than not. A different Kings Counsel must be used for this purpose to any that may have been involved prior to the conviction.</li> </ul> <p><b>(4) Personal representatives</b></p> <p>Unless <b>We</b> specifically state otherwise in the event of <b>Your</b> death the cover under this section will extend to include <b>Your</b> personal representatives in respect of any legal liability for which <b>You</b> would have been entitled to reimbursement had the claim been made against <b>You</b>.</p> <p><b>(5) Payment to principal</b></p> <p>Unless <b>We</b> specifically state otherwise, if the following people have a claim made against them for which <b>You</b> would be insured by this Section if the claim were made against <b>You</b>, at <b>Your</b> request <b>We</b> will pay for any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> <li>(a) any <b>Principal</b>;</li> <li>(b) any trustee, partner or <b>Employee</b> of <b>Yours</b>;</li> <li>(c) any officer or member of <b>Your</b> canteen, social, sports and welfare facilities and fire, first aid, ambulance and security services (but excluding medical or dental practitioners) in their individual capacities as such;</li> <li>(d) any trustee, partner or <b>Employee</b> of <b>Yours</b> in respect of private work carried out with <b>Your</b> prior consent by an <b>Employee</b> for such trustee, partner or <b>Employee</b> provided that such people shall keep to the terms, conditions and limitations of this policy.</li> </ul> <p><b>(6) Cross liabilities</b></p> | <p>No cover is provided:</p> <ul style="list-style-type: none"> <li>(a) where the proceedings relate to <b>Bodily Injury</b> to an <b>Employee</b>;</li> <li>(b) in respect of any proceedings which result from <b>Your</b> deliberate act or omission or the deliberate act or omission of any trustees, managerial <b>Employees</b>, partners or directors of <b>Yours</b> while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;</li> <li>(c) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.</li> </ul> <p>The total amount <b>We</b> will pay under this extension shall not exceed £1,000,000 for any <b>Event</b> occurring in any one period of insurance. This limit will form part of and not be in addition to the Section Limit stated in the schedule.</p> <p><b>We</b> will not pay the VAT element of any claim where <b>You</b> are able to recover VAT.</p> |



| What IS Insured   | What IS NOT Insured |
|---|---------------------|
| <p>If <b>You</b> consist of more than one party (and in the case of partnerships this shall mean each individual partner) this Section shall apply as though each were insured separately provided that the maximum amount payable in respect of damages arising out of one <b>Event</b> shall not exceed the Section Limit shown on the schedule.</p> <p><b>(7) Compensation for court attendance</b></p> <p>If <b>We</b> request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy <b>We</b> will provide <b>You</b> with the following rates of compensation for each day, or part of a day, on which attendance is required:</p> <p>(a) Any of <b>Your</b> directors trustees or partners £500<br/> (b) Any <b>Employee</b> £250</p> |                     |

### Claims Settlement Provisions

- (i) **We** will not be liable to make a payment under more than one item listed in this Section in respect of **Damage** caused by the same **Event**.
- (ii) **We** will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit and/or **Excess** specified in this section or in the schedule.

Where **We** are liable to make payments to more than one person the total amount payable to all parties including **You** in respect of damages arising from one **Event** shall not exceed the Section Limit shown in the schedule.

Please also refer to the Claims Conditions on pages 7 and 8.

## Section Two – Environmental Damage

The schedule will show if this section applies and the cover is in force

Note (not forming part of the policy)

It is important that as soon as **you** become aware of any **Claim** being made against **you** or any **Incident** or any circumstances that might reasonably be expected to bring about a **Claim** or **Incident**, **you** notify us in writing or call the Environmental Damage Claims telephone number highlighted in the Claims Conditions part of this section.

This insurance is provided on a 'Costs Inclusive' basis. This means that legal costs are included within the limit of indemnity specified in the schedule.

If **we** agree to include additional **Insureds** to the policy, please refer to the revised terms which will apply to this section. **We** will provide **you** with these revised terms at the relevant time.

### Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply

1. **Biological contaminants** means mould, mildew, fungi or bacterial matter including any substance produced by, emanating from, or arising out of any such biological contaminants.
2. **Bodily injury** means physical injury, sickness, disease, mental anguish or emotional distress including death resulting therefrom.
3. **Business activity** means the day to day business as described in the schedule and as undertaken throughout the European Economic Area, which shall include, but not be limited to:
  - (a) **Your** day to day activities on property **you** own, or lease;
  - (b) **Your** day to day activities at or on third party premises;
  - (c) transportation by **you** or on **your** behalf and associated with **your Business activity**.
4. **Claim(s)** means a written demand from someone who is not an **Insured** (including but not limited to a body designated by a member state as responsible for enforcing obligations provided for in the European Union Directive 2004/35/EC on environmental liability and/or any equivalent local legislation that implements it) seeking a remedy or asserting liability against **You** for **Loss**.
5. **Clean-up costs** means costs, charges and expenses, including reasonable and necessary legal expense incurred with **Our** written consent (such consent not to be unreasonably withheld or delayed), to investigate, neutralise, remove, remediate, monitor and dispose of **Pollutants** to the extent required by **Environmental laws**, or that have actually been incurred by any governmental entity duly acting under the authority of **Environmental laws**, or that have actually been incurred by third parties where required by **Environmental laws**.

**Clean-up costs** shall also include:

  - (a) **Restoration costs**; or
  - (b) **Mitigation expenses**

**Clean-up costs** shall not include **Defence expense** or **Environmental damage expense**.
6. **Deductible** means the amount stated in the schedule as applicable to the Environmental Damage Section of the Policy applied in accordance with the 'Limits and deductibles' part of this section.
7. **Defence expense** means reasonable and necessary legal fees and all other charges costs and expenses that **You** have to pay resulting from the investigation, adjustment, defence and appeal of a **Claim**. **Defence expense** shall include any settlement or cost order or demand for claimants or government entity costs arising out of any **Claim**. **Defence expense** shall not include **Your** internal expenses or the salaries of **Your Employees**.
8. **Emergency situation** means an unplanned and unexpected event following which **you** have a legal duty to take immediate action to reduce, mitigate, remediate or prevent any further **Incident**, **Claim** or further **Loss** under this policy.
9. **Environmental damage** means the measurable
  - (a) adverse change to water, land, protected species or natural habitats; or
  - (b) impairment of a natural resource service caused by an emission, event, incident or activity; and

for which **you** are legally responsible under European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it

10. **Environmental damage expense** means reasonable and necessary costs, charges and expenses to investigate and/or undertake Primary, Compensatory or Complementary Remediation required pursuant to the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.  
Primary Compensatory or Complementary Remediation are as defined by the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.
11. **Environmental laws** means any applicable European Community directive, regulation or decision, any national statute, statutory instrument, regulation, by-law, rule, regulation, ordinance, circular or guidance provided that they have the force of law, or any permit, consent, licence, notice, order or instruction of any national or local governmental or statutory authority, agency, court or like entity.
12. **Extended reporting period** means the period as stated in the schedule.
13. **Genetically modified product** means a genetically modified item, animal and/or crop (including materials, parts, equipment, containers, labelling and packaging relating to such item, animal and/or crop).
14. **Imminent threat** means a reasonable likelihood that **Environmental damage** or a **Pollution condition** will occur if a fault within a facility, structure or piece of equipment is not repaired or remediated within 72 hours from when the fault is first identified, provided that such a fault has:
  - (a) suddenly arisen; and
  - (b) not been allowed to arise through a failure to maintain property, equipment and all other assets related to **your Business activity** in good repair.
15. **Incident** means
  - (a) any **Pollution condition**;
  - (b) any actual or potential **Environmental damage**; or
  - (c) any identified **Imminent threat** or **Emergency situation**.
16. **Loss** means as applicable
  - (a) **Environmental damage expense**; or
  - (b) **Clean-up costs**; or
  - (c) **Defence expense**; or
  - (d) **Third party damages expense**.
17. **Mitigation expense** means reasonable and necessary costs incurred to mitigate a **Pollution condition** constituting an **Emergency situation** whereby in the absence of such mitigation:
  - (a) **Bodily injury** or **Property damage** to third parties will occur; or
  - (b) **Environmental damage** will occur; or
  - (c) pursuant to **Environmental laws**, **clean-up costs** will be incurred.

**Mitigation expense** does not include costs associated with capital improvements, betterment, or routine maintenance.
18. **Nuisance** includes statutory public or private nuisance arising from a **Pollution condition**.
19. **Policy period** means the period of insurance as stated in the schedule to this policy or any shorter period arising as a result of cancellation.
20. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled reconditioned or reclaimed.
21. **Pollution condition** means the emission, discharge, dispersal, migration, release or escape of **Pollutants** provided such are not naturally occurring. The entirety of any such **Pollution condition** or any series of interrelated, associated, repeated or continuous **Pollution condition** shall be deemed to be one **Pollution condition**.
22. **Property damage** means
  - (a) Physical injury to or destruction of tangible property including all resulting loss of use and diminution in value of that property; or
  - (b) Loss of use, but not diminution in value, of tangible property that is not physically injured.

For the avoidance of doubt this includes loss of, or interference with, amenity or enjoyment of property.
23. **Responsible insured** means any officer, director, partner, manager or supervisor of the **Insured**.
24. **Restoration costs** means reasonable and necessary costs incurred by the **insured** with **our** consent,

which shall not be unreasonably withheld or delayed, to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Clean-up costs**.

**Restoration Costs** shall also include the reasonable and necessary costs that **You** incur with our approval, which **We** will not unreasonably withhold or delay, to restore, repair or replace **Your** buildings or facilities damaged during work performed in the course of incurring **Clean-up costs**, to a standard which aims to reduce their impact upon the environment, and the costs of such environmental works shall not to exceed 15% of the total **Restoration Costs** for any one occurrence but in any event costs of such environmental works shall not exceed £1,000,000 in the aggregate, such limit to be within and part of the Policy Aggregate Limit. Such environmental works may include but are not limited to:

- (i) using sustainable construction materials;
- (ii) modifying design and/or materials in order to reduce atmospheric emissions or improve energy efficiency.

**Restoration Costs** shall not include:

- (a) any cost associated with the regular maintenance, betterment, or upgrade or improvement of **your** own or leased equipment structures or facilities (but excluding any environmental works outlined above);
- (b) the replacement of any equipment, buildings or facilities that were not damaged by the work performed in the course of incurring **clean-up costs**;
- (c) restoration, repair or replacement costs exceeding the net present value of **your** equipment structures or facilities immediately prior to incurring **clean-up costs**;
- (d) **Defence Expense**.

25. **Retroactive date** means the date set out as such in the schedule.

26. **Section limit** means the applicable limit of liability attaching to this section (Environmental Damage) as stated in the schedule.

27. **Third party damages expense** means monetary awards or settlements of compensatory damages arising out of **Bodily injury, Property Damage** or **Nuisance** to a third party and where allowable by law, aggravated, exemplary or multiple damages for such **Bodily injury, Nuisance** and **Property Damage**.

28. **Underground storage tank system** means a tank or tanks used to contain petroleum or chemical **Products** which has at least ten (10) percent of its volume beneath the surface of the ground including any connected underground piping underground ancillary equipment and containment system.

## Cover

**We** will pay on **Your** behalf all **Loss** described below arising from an unexpected and unintended **Claim Incident** or legal obligation to pay **Environmental damage expense** and it is a condition precedent to **Our** liability under this section that any such

- (i) awareness of **Your** legal obligation to pay **Loss** first occurs; or
- (ii) **Claim** is first made against **You**; or
- (iii) an **Incident** first occurs

during the **Policy period** and is reported to **us** in accordance with the 'Claims conditions' part of this section.

### A. Defence expense

**Defence expense** in response to **Claims** otherwise covered by this section.

### B. Environmental damage

**Environmental damage expense** that **You** become legally obligated to pay as a result of **Environmental damage** or an **Imminent threat** associated with **Environmental damage** on or after the **Retroactive date** arising solely as a consequence of **your Business activity**.

### C. Business activity

**Clean-up costs** that **You** become legally obligated to pay as a result of:

- (a) **Claims** arising from a **Pollution condition**; or
- (b) an **Emergency situation**;

on or after the **Retroactive date** arising solely as a consequence of **Your Business activity**.

## Conditions

### 1. Reasonable care

**You** must take all reasonable care to prevent **Claims** or **Loss** and to maintain property, equipment and all other assets related to **Your Business activity** in good repair and to comply with all environmental licences and permits statutory obligations and regulations.

### 2. Extended reporting period

If **You** do not renew this section **You** have the right to the period of time stated in the schedule following the date of expiration in which to give notice of any covered **Loss**.

### 3. Assignment

**You** may not assign this section or any rights contained within it without **Our** prior written consent which **We** will not unreasonably withhold or delay.

### 4. Inspections surveys & audits

**We** or **Our** appointed representatives have the right but are not obligated to make inspections surveys or audits of **Your Business activity** at **our** expense and at reasonable notice to **You** but during the **Policy period**. Any inspections, surveys or audits **We** undertake relate only to the insurability of the risk and the premiums to be charged.

### 5. Dispute resolution

If any dispute arises in relation to this section the parties will initially try to settle it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure.

If the dispute cannot be resolved by mediation within a period of 3 months from the commencement of mediation the dispute shall be referred to arbitration in London by a tribunal of three arbitrators under the provisions (both mandatory and non-mandatory) of the Arbitration Act 1996. Within 28 days of the failure of mediation each party will select a separate arbitrator with the third selected by the two party appointed arbitrators. If the two arbitrators cannot agree then the third arbitrator will be appointed by the President for the time being of the Chartered Institute of Arbitrators.

Each arbitrator will be suitably qualified and be from either the environmental insurance or legal professions.

The decision of this tribunal will be final and binding on all parties. The cost for the tribunal will be shared equally between all parties irrespective of its outcome.



## Claims Conditions

In the event of an **Incident, Loss or Claim**

### 1. When to notify – Condition precedent

a. It is a condition precedent to **Our** liability under this section that **You** shall notify **Us** in writing, or by using the Environmental Damage Claims telephone number highlighted below, as soon as practicable, but in no event later than the end of the **Policy period** in which the **Incident** is identified, the **Claim** is received or the awareness of **Your** legal obligation to pay **Environmental damage expense** occurs, of any **Incident, Claim or Loss**.

**Environmental Damage Claims telephone number: 01872 277151**

To the extent possible such notification should include:

- i) How when and where the **Incident** took place;
- ii) The names and addresses of any injured persons and witnesses; and
- iii) The nature and location of any injury or damage that has or could arise out of the **Incident**.

Any **Incident** reported to **us** in accordance with this provision shall be subject to paragraph 2 'Extended Reporting Period' in the 'Conditions' part of this section.

Notice of an **Incident** is not notice of a **Claim**.

b. If **You** or a **Responsible Insured** receive a **Claim** for **Loss** covered by this section **You** must:

- i) record the specifics of the **Claim** and the date received;
- ii) ensure that **We** receive written notice of the **Claim** as soon as practicable, but in no event later than the end of this **Policy period**;
- iii) send **Us** copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;
- iv) authorise **Us** (such authorisation not to be unreasonably withheld or delayed) to obtain records and other information;
- v) cooperate with **Us** in the investigation, settlement or defence of the **Claim**; and
- vi) assist **Us**, upon **Our** request, in the enforcement of any right against any person or organisation which may be liable to the **You** because of injury or damage to which this insurance may also apply.

### 2. After an incident has been identified

- a. **You** shall have the duty to, where practicably possible, reduce, mitigate, remediate or prevent any **Incident, Claim or further Loss** under this section.
- b. **You** shall have the duty to clean up **Pollutants**, remediate **Environmental damage** and remediate or revert an **Imminent threat** to the extent required by **Environmental laws**. We shall have the right but not the duty to review and approve all such actions.

In accordance with the above paragraph **You** shall retain competent professional(s) or contractor(s) mutually acceptable to **Us**. **We** shall have the right but not the duty to review and approve all such parties.

**You** shall notify **Us** of actions and measures taken pursuant to this paragraph as soon as practicable. Where such clean up is undertaken by **You** on **Our** behalf all rates will be limited to rates **We** would actually pay to competent professional(s) or contractor(s) that **We** would retain to undertake such clean up or remediation works. Any such expenses incurred by **You** or on **Our** behalf shall be subject to the **Deductible** and shall reduce the **Section limit**.

### 3. Voluntary payments

Except for when there is an **Imminent threat** or an **Emergency situation** you will not make any payments, assume any obligation or incur any expense, without **Our** consent (such consent not to be unreasonably withheld or delayed).

### 4. Our rights – Following an incident

**We** shall have the right but not the duty to clean-up, remediate or mitigate an **Incident** upon receiving notice as directed in item 1 above. Any sums expended by **Us** will be deemed incurred or expended by **You**, shall be subject to the **Deductible** and shall reduce the **Section limit**.

### 5. Legal defence investigation and settlement

- a. **We** will have the right and the duty to defend **You** against any **Claim** seeking those sums to which this insurance applies. **We** may at **Our** discretion investigate any **Pollution condition** regardless of whether any **Claim** has been made. With respect to any **Claim** **We** defend, subject to the **Section limit**, **We** will pay

**Defence expense** for the investigation, defence or appeal of the **Claim**. In the event that the **Section limit** has been exhausted, then **Our** right and duty to defend any **Claim** will cease. Any payment of **Defence expense** will be subject to the **Deductible** and shall reduce the **Section limit**.

- b. **We** shall not settle any **Claim**, without the consent of the **Insured** against whom the **Claim** is made. If however **You** refuse to consent to any settlement recommended by **Us** and elect to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, subject to the **Section limit**, **Our** liability for **Loss** shall not exceed the amount for which the **Claim** could have been settled plus **Defence expense** incurred up to the date of such refusal, less the **Deductible** or the outstanding balance of the **Deductible**. Any payment of **Defence expense** will erode the **Section limit**.
- c. If, by mutual agreement or by law, **You** are entitled to select defence counsel to defend any **Claim** at **Our** expense, the legal fees and all other litigation expenses **We** must pay to that counsel are limited to the rates **We** would actually pay to counsel that **We** retain in the ordinary course of business in the defence of similar **Claims** in the community where the **Claim** arose or is being defended. **We** will have the right to require that such counsel have certain minimum qualifications with respect to competency, including experience in defending claims similar to the one pending against **You**, and to require such counsel to have errors and omissions insurance coverage. **You** agree that such independent counsel will timely respond to **Our** requests for information regarding any **Claim**.

## 6. Subrogation

In the event of any payment under this section, **We** shall be subrogated to all of **Your** rights of recovery against any third party and **You** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. **You** shall do nothing to prejudice **Our** rights under this paragraph. Any recovery as a result of subrogation proceedings shall accrue first to **You** to the extent of any payments in excess of the **Section limit**; then to **Us** to the extent of **Our** payment under this section; and then to **You** to the extent of **Your Deductible** or coinsurance. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

## Limits and deductibles

The **Section limit** and the rules below fix the most **We** will pay regardless of the number of **Insureds Incidents** or **Claims** subject to the applicable **Deductible**.

The **Section limit** applies to the entire **Policy period**. If the **Policy period** is extended after policy issuance the additional period will be deemed part of the last preceding period for the purposes of determining the **Section limit**.

### 1. Multiple policy periods and claims

- a. When **We** issue claims made pollution liability coverage for **Your Business activity** in one or more policy periods and a **Claim** is first made against **You** and reported to **Us** in accordance with the terms and conditions of this section, or **Loss** is incurred during this **Policy period**, then all **Claims** or **Loss** arising out of the same, related or continuous **Incident** shall be deemed to have been first made and reported or incurred during this **Policy period**. This is provided that **You** have maintained claims made pollution liability coverage with **Us** on a continuous uninterrupted basis since the first such **Loss** had been incurred or a **Claim** was first made against **You**, and reported to **Us**. All such **Claims** or **Loss** will be subject to the terms, conditions and **Section limit**.
- b. All **Claims** first made against **You** and reported to **Us** during the **Policy period** or all **Loss** incurred by **You** during the **Policy period** and arising out of the same, continuous, repeated or related **Incident** shall be deemed to be a single **Claim** and shall be deemed to have been made at the time the first of those **Claims** is made or **Loss** is incurred.

### 2. Deductible

**Our** obligation to make payments under this section for **Loss** is excess of the applicable **Deductible** stated in the schedule.

If the same related or continuous **Incident** result in cover under one or more coverages, only the highest **Deductible** amount stated in the schedule amongst all coverage sections applicable to the **Claim** for **Loss** will apply.

This section operates in excess of the **Deductible**, however **We** may, without any obligation whatsoever, advance payment of part or all of the **Deductible** and, upon notification of such payment made **You** will promptly reimburse **Us** within thirty (30) days. Payment of any **Loss** or amounts within the **Deductible** will not create any obligations or be construed as a waiver of **Our** rights under this section.

## Exclusions

We shall have no liability under this section for any **Loss** or **Claim** arising directly or indirectly from:

**1. Known prior incidents**

an **Incident** that occurred and of which **you** or the **Responsible insured** were aware prior to the **Policy period**. This exclusion will not apply to any **Incident** that is listed in an endorsement to this section.

**2. Identified underground storage tank system**

any **Underground storage tank system** that is located at a property that **You** own or lease and that **You** or any **Responsible insured** as of the start of the **Policy Period** knew to be present.

This exclusion does not apply to an **Underground storage tank system** that is:

- a. less than 10 years old as at the **Retroactive date**; or
- b. double skinned or has been relined within 10 years before the start of the **Policy Period** by a reputable servicer of **Underground storage tank systems**.

**3. Deliberate acts or omissions**

A deliberate or wilful act or omission by **You** or a **Responsible insured** where **You** or a **responsible insured** either intends to cause **Environmental damage, Bodily injury, Property damage** or **Nuisance** or is reckless as to whether **Environmental damage, Bodily injury, Property damage** or **Nuisance** is caused.

**4. Asbestos or lead based paint in buildings & structures**

The actual or alleged presence of or exposure to:

- a. lead based paint; or
- b. asbestos, asbestos-containing material, asbestos-based products, asbestos fibres, asbestos dust or asbestos waste.

present, installed, stored or applied in or upon any building or structure. For the avoidance of doubt, this exclusion does not apply to lead based paint or asbestos, asbestos-containing material, asbestos-based products, asbestos fibres, asbestos dust or asbestos waste buried in the soil, or in groundwater.

**5. Biological contaminants in buildings & structures**

The actual or alleged presence of or exposure to **Biological contaminants** present in or upon any building or structure, unless caused by the processing or treatment of waste as part of the **Business activity**. For the avoidance of doubt, this exclusion does not apply to biological contaminants in the soil, or in groundwater.

**6. Upgrades and improvements**

The cost of upgrades improvements or maintenance of any equipment, structures or facilities associated with **Your Business activity**, whether or not such work is:

- a. in compliance with any permit or licence requirements; or
- b. directed by any government entity; or
- c. undertaken in response to an **Imminent threat** or **Emergency situation**.

**7. Material change in business activity or use of covered location**

A material change in:

- a. use at a property that **You** own or lease; or
- b. **Your Business activity**.

as declared in the proposal form or as modified by endorsement during the **Policy period**.

**8. Sale or abandonment**

Properties that **You** no longer own operate or control.

**9. Contractual liability**

**Your** assumption of liability in a contract or agreement unless **You** would have this liability in the absence of such contract or agreement or assumed in a contract that is listed in an endorsement to this section.

**10. Products**

Any item that **You** sell, supply, manufacture, construct, assemble, alter, repair, service, treat, handle, distribute or dispose of including materials, parts, equipment, containers, packaging or labeling, once such item has ceased to be in **Your** possession or control. This exclusion also applies to warranties or representations that **You** make, or are made on **Your** behalf, in relation to the fitness, quality, durability, performance or use of such item.

#### 11. Professional services

The performance of or failure to perform professional services by or on behalf of the **Insured**. Professional services will include but not be limited to recommendations, opinions, advice or strategies rendered by or on behalf of the **Insured** for a fee.

This exclusion does not apply to improper or inadequate supervision of any entity for which the **Insured** is legally liable when operating at third party properties.

#### 12. Cargo at rest or wrongly delivered

Cargo that is either no longer under the control of **You** or the entity transporting cargo on **Your** behalf, has been relinquished to a third party, or has been delivered to the wrong address or receptacle.

This exclusion applies, but is not limited to **Incidents** that occur:

- a. after cargo is finally delivered; or
- b. while the cargo is in storage having been off loaded from the vehicle that was transporting it; or
- c. while the cargo is unsecured and at rest in excess of forty eight (48) hours.

#### 13. Property damage to cargo or vehicles

**Property damage** to cargo or any vehicle.

#### 14. Fines and penalties

Criminal fines, criminal penalties, punitive or liquidated damages or contractual penalties.

#### 15. Employer's liability

**Bodily Injury** to:

- a. **Your** employees while performing their duties as part of **Your Business activity**; or
- b. any person whose right to assert a **Claim** against **You** arises by reason of any employment, blood, marital or other relationship with **Your** employees.

This exclusion applies to any liability imposed by the provisions of any Employers Liability legislation.

#### 16. Territory and sanctions

An **Incident** or **Claim** where cover under this section would be prohibited by any applicable law or regulation including economic or trade sanctions. **We** shall have no liability to pay any claim or provide any benefit under the section where to do so would be a breach of any applicable economic or trade sanctions or other law or regulation. If payment of an otherwise valid and collectible claim under the section would be in breach of applicable economic or trade sanctions or other law or regulation, such payment will only be due if an appropriate licence permitting such payment is obtained. For any such time as it is reasonably likely that such a licence will be obtained, such payment funds will be held in escrow for the benefit of the **Insured** or claimant as applicable until the requisite licence is obtained.

#### 17. Public & products liability

Any **Claim** which is covered under Section 1 (Public and Products Liability).

#### 18. Genetically modified products and organisms

- a. in connection with the **Business Activity**, the production, manufacture, distribution, handling, repair, alteration, treatment, supply of or presence (on the premises only) of any **Genetically modified product** where **Your** liability may be attributed directly or indirectly to the genetic characteristics of such product;

or

- b. the spread, the fear of spread, the threat of spread or the fear of threat of spread of genetically modified organism characteristics into the environment or any change to the environment arising from research into testing of or production of genetically modified organisms.

#### 19. Landfills

Material or items which are landfilled or landraised on property that **You** own lease or control.

#### 20. Redevelopment

Any **Loss** arising from a **Pollution condition** or **Environmental damage** first discovered by the excavation or movement of any ground material (including but not limited to surface soils and subsurface soils) by a redevelopment, refurbishment or voluntary site investigation completed at the premises. For the avoidance of doubt this exclusion does not apply to below ground works required to install maintain or repair below-ground services on the premises.

## Section Three – Employers' Liability

### Definitions

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Bodily Injury** means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

**Business** means the activity(ies) of the **Insured** as stated in the Business Description in the schedule and including:

- (a) the ownership, occupation, repair, maintenance and decoration of **Your** property;
- (b) the provision of catering, social, sports, educational and welfare facilities and first aid, medical and ambulance services for the benefit of **Employees**;
- (c) the provision of fire and security services maintained only for the protection of **Premises** owned by **You**;
- (d) private work undertaken within the **Geographical Limits** by an **Employee** with **Your** prior consent for any director, trustee, partner or **Employee** of **Yours**.

**Employee(s)** means any person working for **You** in connection with **Your Business** who is:

- (a) under a contract of service or apprenticeship with **You**;
- (b) a labour master or labour-only sub-contractor or person supplied by them;
- (c) self-employed (for labour only);
- (d) working under a recognised work experience or training scheme;
- (e) a voluntary helper;
- (f) borrowed by or hired to **You**; or
- (g) a director of **Your Business**.

**Event** means one occurrence or series of occurrences arising from or attributable to one source or original cause.

**Principal** means any party (other than a director, trustee, partner or **Employee**) on whose behalf **You** are undertaking work in connection with the **Business**.

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



## Cover

| What IS Insured   | What IS NOT Insured  |
|---|--|
| <p><b>We</b> will pay all sums which <b>You</b> become legally liable to pay as damages including claimants' costs and expenses arising out of <b>Bodily Injury</b> to an <b>Employee</b> caused during the period of insurance in connection with the <b>Business</b></p> <p>(a) within the <b>Geographical Limits</b>, or</p> <p>(b) elsewhere in the world where an <b>Employee</b> is temporarily employed for not more than 60 days provided the <b>Employee</b> is domiciled and was engaged by <b>You</b> within the <b>Geographical Limits</b>.</p> <p>This insurance complies with the provisions of any law enacted in the <b>Geographical Limits</b> relating to the compulsory insurance of liability to <b>Employees</b>.</p> <p>General Exclusion (3) does not apply to this section.</p> <p>General Exclusion (4)(b) does not apply to this section except in respect of liability of any <b>Principal</b> and liability assumed by agreement.</p> | <p>The total amount <b>We</b> will pay in respect of:</p> <p>(a) any one <b>Event</b> which is directly or indirectly caused by, results from or is in connection with <b>Terrorism</b> shall not exceed £5,000,000. If <b>We</b> allege the <b>Bodily Injury</b> has resulted from <b>Terrorism</b> the burden of proving the contrary shall be upon <b>You</b>;</p> <p>(b) any other <b>Event</b> shall not exceed the Section Limit shown in the Schedule.</p> <p><b>We</b> will not pay any claim which arises from:</p> <p>(a) <b>Bodily Injury</b> to any <b>Employee</b> while working offshore on oil or gas installations and/or supply, support or accommodation vessels or structures relating to such an installation or whilst travelling to or from them by sea or air;</p> <p>(b) An <b>Event</b> in respect of which liability is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts.</p> |

## Additional Cover

| What IS Insured   | What IS NOT Insured   |
|---|---|
| <p><b>(1) Defence costs under the Health &amp; Safety at Work etc. Act 1974</b></p> <p><b>We</b> will pay costs and expenses incurred with <b>Our</b> consent by <b>You</b> or <b>Your</b> directors, partners or <b>Employees</b> in defending legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice brought for a breach of the Health &amp; Safety at Work etc. Act 1974 or any subsequent amendments or additions to this legislation, alleged to have been committed during the period of insurance in connection with the <b>Business</b>.</p> <p>Any appeal will only be funded by <b>Us</b> if Kings Counsel has advised that it is more likely for an appeal to be successful than not. A different Kings Counsel must be used for this purpose to any that may have been involved prior to the conviction.</p> | <p>No cover is provided:</p> <p>(a) for anyone other than an <b>Employee</b>;</p> <p>(b) in respect of fines or penalties of any kind, including HSE Fees for Intervention;</p> <p>(c) if payment has already been provided or will be provided under the Corporate Manslaughter Defence Costs extension of this section;</p> <p>(d) where the proceedings have resulted from any deliberate act or omission by:</p> <p>(i) <b>You</b> or any director, trustee or partner of <b>Yours</b>;</p> <p>(ii) any <b>Employee</b> of <b>Yours</b> who has specific responsibility for compliance with the above legislation which could reasonably have been expected to constitute a breach of the above legislation.</p> <p>The total amount <b>We</b> will pay in respect of any one <b>Event</b> occurring in any one period of insurance shall not exceed £500,000.</p> <p><b>We</b> will not pay the VAT element of any claim where <b>You</b> are able to recover VAT.</p> |

| What IS Insured   | What IS NOT Insured   |
|---|---|
| <p><b>(2) Corporate manslaughter defence costs</b></p> <p><b>We</b> will pay legal costs and expenses incurred with <b>Our</b> prior consent in connection with the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the <b>Business</b>.</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>(a) where <b>We</b> have already agreed to pay legal costs incurred in the defence of any criminal proceedings arising out of the same <b>Event</b> which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide, any amount already paid by <b>Us</b> will be taken into account in calculating <b>Our</b> liability under this extension;</li> <li>(b) <b>You</b> must obtain <b>Our</b> prior consent before the appointment of any solicitor or counsel who is to act for <b>You</b> and on <b>Your</b> behalf;</li> <li>(c) any appeal will only be funded by <b>Us</b> if Kings Counsel has advised that it is more likely for an appeal to be successful than not. A different Kings Counsel must be used for this purpose to any that may have been involved prior to the conviction.</li> </ul> <p><b>(3) Personal representatives</b></p> <p>Unless <b>We</b> specifically state otherwise in the event of <b>Your</b> death the cover under this section will extend to include <b>Your</b> personal representatives in respect of any legal liability for which <b>You</b> would have been entitled to payment had the claim been made against <b>You</b>.</p> <p><b>(4) Payment to principal</b></p> <p>Unless <b>We</b> specifically state otherwise, if the following people have a claim made against them for which <b>You</b> would be insured by this section if the claim were made against <b>You</b>, at <b>Your</b> request <b>We</b> will pay for any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> <li>(a) any <b>Principal</b>;</li> <li>(b) any trustee, partner or <b>Employee</b> of <b>Yours</b>;</li> <li>(c) any officer or member of <b>Your</b> canteen, social, sports and welfare facilities and fire, first aid, ambulance and security services (but excluding medical or dental practitioners) in their individual capacities as such;</li> <li>(d) any trustee, partner or <b>Employee</b> of <b>Yours</b> in respect of private work carried out with <b>Your</b> prior consent by an <b>Employee</b> for such trustee, partner or <b>Employee</b>.</li> </ul> <p>Provided that such people shall keep to the terms, conditions and limitations of this policy.</p> | <p>No cover is provided:</p> <ul style="list-style-type: none"> <li>(a) for anyone other than an <b>Employee</b>;</li> <li>(b) in respect of any proceedings which result from <b>Your</b> deliberate act or omission or the deliberate act or omission of any trustees, managerial <b>Employees</b>, partners or directors of <b>Yours</b> while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;</li> <li>(c) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.</li> </ul> <p>The total amount <b>We</b> will pay under this extension shall not exceed £1,000,000 for any <b>Event</b> occurring in any one period of insurance. This limit will form part of and not be in addition to the Section Limit stated in the schedule.</p> <p><b>We</b> will not pay the VAT element of any claim where <b>You</b> are able to recover VAT.</p> |

| What IS Insured  | What IS NOT Insured |
|--|---------------------|
| <p><b>(5) Compensation for court attendance</b></p> <p>If <b>We</b> request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy <b>We</b> will provide <b>You</b> with the following rates of compensation for each day, or part of a day, on which attendance is required:</p> <p>(a) Any of <b>Your</b> directors, trustees or partners £500</p> <p>(b) Any <b>Employee</b> £250</p> <p><b>(6) Cross liabilities</b></p> <p>If <b>You</b> consist of more than one party (and in the case of partnerships this shall mean each individual partner) <b>We</b> will deal with each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one <b>Event</b> not exceeding the Section Limit shown on the schedule.</p> |                     |

### Claims Settlement Provisions

**We** will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in this Section.

If the sum payable for any claim or claims made against **You** is greater than the maximum sum payable **You** will be responsible for any extra amount. **You** shall also pay such proportion of the legal costs as the extra amount bears to the total sum payable for such claim or claims.

Please also refer to the Claims Conditions on pages 7 and 8.

## Section Four – Property Damage

### Definitions

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Building(s)** means the main structure(s) at the risk address(es) including:

- (a) landlords fixtures and fittings;
- (b) outbuildings, garages, swimming pools and tennis courts;
- (c) walls, gates, fences, hedges, paths, patios, terraces, drives, yards, car parks, car ports, roads, pavements, fixed signs, cess pits and septic tanks but excluding bridges unless they are specifically mentioned on the Schedule;
- (d) underground pipes, cables and wires;
- (e) telecommunication, television and radio aerials, satellite dishes, aerial fittings and masts;
- (f) fixed video, audio and building management and security systems and equipment;
- (g) all fixed glass including shop fronts;
- (h) fixed signs and sanitary fixtures provided they are within the boundaries of the land for which **You** are responsible;
- (i) solar panels fixed to the main structure.

**Damage** means physical loss, destruction or damage.

**Employee(s)** means any person working for **You** in connection with **Your Business** who is:

- (a) under a contract of service or apprenticeship with **You**;
- (b) a labour master or labour-only sub-contractor or person supplied by them;
- (c) self-employed (for labour only);
- (d) working under a recognised work experience or training scheme;
- (e) a voluntary helper;
- (f) borrowed by or hired to **You**; or
- (g) a director of **Your Business**.

**Heave** means upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

**Insured Peril(s)** means any cause of **Damage** listed as a Peril in the schedule and described below.

**Keys** means any device used to open a lock including, but not restricted to, any electronic device, key card or remote control transmitter.

**Landslip** means downward movement of sloping ground.

**Machinery and other contents** (as listed in the schedule) means machinery, trade fixtures and fittings, furniture, office equipment and all other contents in the **Premises**, excluding **Stock**, owned by **You** or for which **You** are responsible and which relates to **Your Business** including:

- (a) Shop fronts and other tenants improvements, alterations and decorations;
- (b) Outdoor blinds, signs, aerials and satellite dishes, attached to the **Premises**;
- (c) Documents, manuscripts and business books, computer system records, patterns, models, moulds, plans and designs but only for their value as materials and the cost of the materials, labour and computer time necessary to reproduce them, not exceeding £25,000 in respect of any one **Event**;
- (d) Personal effects, other than **Money**, of any director, partner, **Employee**, customer or visitor not exceeding £1,000 for any one person in respect of any one **Event**, but not property insured under another policy;
- (e) Wines and spirits used solely for entertainment purposes not exceeding £250 in total in respect of any one **Event**.

## Definitions

**Money** means cash, bank or currency notes, current postage stamps, premium bonds, cheques, gift vouchers and travel tickets.

**Pollution** means all pollution or contamination of **Property Insured** or of water or land or the atmosphere

**Premises** means those parts of the **Buildings** occupied by **You** in connection with the **Business**.

**Property Insured** means the items as set out in the Property Damage section of the schedule to this policy.

**Rent** means rent receivable in respect of the **Buildings**.

**Settlement** means downward movement as a result of the soil being compressed by the weight of the **Buildings** within 10 years of construction.

**Stock** (as listed in the Schedule) means stock and materials in trade, work in progress, finished goods and customers goods, all owned by **You** or for which **You** are responsible.

**Subsidence** means downward movement of the ground beneath the **Buildings** other than by **Settlement**.

**Unoccupied** means empty or not in use by **You**, or any tenant of **Yours**, for more than 30 consecutive days.

**Water Table** means the top level of underground water where the soil is in a permanent state of saturation.

## Perils

| What IS Insured   | What IS NOT Insured (including item limits)   |
|---|---|
| (1) <b>Damage</b> caused by Fire, Lightning or Earthquake   | <b>Damage</b> caused by:<br>(a) spontaneous fermentation or heating; or<br>(b) any process involving the application of heat.   |
| (2) <b>Damage</b> caused by Explosion   | <b>Damage</b> resulting from the bursting of any apparatus (other than boilers used for domestic purposes only) owned by <b>You</b> or under <b>Your</b> control in which internal pressure is due to steam only.   |
| (3) <b>Damage</b> caused by Impact from aircraft or other aerial devices or articles dropped therefrom.                       | <b>Damage</b> resulting from confiscation, destruction or requisition by order of the Government or any Public Authority or from cessation of work.   |
| (4) <b>Damage</b> caused by Riot, Civil Commotion, Labour and Political disturbances  |   |
| (5) <b>Damage</b> caused by Malicious Persons   | <b>Damage:</b><br>(a) caused during a theft or attempted theft;<br>(b) caused by any person lawfully on the <b>Premises</b> ;<br>(c) while the <b>Buildings</b> are <b>Unoccupied</b> ;<br>(d) in Northern Ireland. |
| (6) <b>Damage</b> caused by Impact by any road or rail vehicle, animal, falling trees or branches or radio/television aerials | <b>Damage</b> caused by lopping, pruning or felling of trees.   |

| What IS Insured  | What IS NOT Insured (including item limits)  |
|--|--|
| (7) <b>Damage</b> caused by <b>Subsidence</b> or <b>Heave</b> of the site or <b>Landslip</b>   | <b>Damage:</b> <ul style="list-style-type: none"> <li>(a) due to coastal or river erosion;</li> <li>(b) caused by <b>Settlement</b> or shrinkage;</li> <li>(c) arising from faulty workmanship, defective design or the use of defective materials or occurring while the <b>Buildings</b> are undergoing demolition or structural alterations or repairs;</li> <li>(d) caused by the compaction of infill within 10 years of construction of the <b>Buildings</b>;</li> <li>(e) to <b>Buildings</b> defined in (a) to (i) unless also affecting the main structure.</li> </ul>                                |
| (8) <b>Damage</b> caused by Storm  | <b>Damage:</b> <ul style="list-style-type: none"> <li>(a) (i) by the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam;</li> <li>(ii) by inundation from the sea whether resulting from storm or otherwise;</li> <li>(b) attributable solely to change in the <b>Water Table</b> level;</li> <li>(c) by frost, <b>Subsidence</b>, <b>Heave</b> or <b>Landslip</b>;</li> <li>(d) to <b>Buildings</b> not in a good state of repair;</li> <li>(e) to fences, gates, hedges or moveable, unfixed property or structures in the open.</li> </ul> |
| (9) <b>Damage</b> caused by Flood  | <b>Damage:</b> <ul style="list-style-type: none"> <li>(a) caused by storm;</li> <li>(b) caused by escape of water from any tank, apparatus or pipe;</li> <li>(c) attributable solely to change in the <b>Water Table</b> level;</li> <li>(d) by frost, <b>Subsidence</b>, <b>Heave</b> or <b>Landslip</b>;</li> <li>(e) to <b>Buildings</b> not in a good state of repair;</li> <li>(f) to fences, gates, hedges or moveable unfixed property or structures in the open.</li> </ul>  |
| (10) <b>Damage</b> caused by escape of water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation   | <b>Damage:</b> <ul style="list-style-type: none"> <li>(a) caused by water discharged or leaking from any automatic sprinkler installations;</li> <li>(b) occurring while the <b>Buildings</b> are <b>Unoccupied</b>.</li> </ul>  |
| (11) <b>Damage</b> caused by theft or attempted theft involving: <ul style="list-style-type: none"> <li>(a) violent and forcible entry to or exit from the <b>Buildings</b>; or</li> <li>(b) assault or violence or threat of assault or violence to: <ul style="list-style-type: none"> <li>(i) <b>You</b> or <b>Your</b> directors partners or <b>Employees</b>;</li> <li>(ii) any member of <b>Your</b> family or a directors partners or <b>Employees</b> family;</li> <li>(iii) any customer while on the <b>Premises</b>.</li> </ul> </li> </ul> | <b>Theft or attempted theft:</b> <ul style="list-style-type: none"> <li>(a) arising where <b>You</b> or any member of <b>Your</b> household or any of <b>Your</b> directors, partners or <b>Employees</b> are concerned as principal or accessory to the theft or attempted theft;</li> <li>(b) of moveable property in the open;</li> <li>(c) occurring while the <b>Buildings</b> are <b>Unoccupied</b>.</li> </ul>  |



| What IS Insured   | What IS NOT Insured   |
|---|---|
| (12) Accidental <b>Damage</b> to <b>Property Insured</b>  | <p><b>Damage:</b></p> <ul style="list-style-type: none"> <li>(a) which is substantially due to the absence of maintenance or routine redecoration ;</li> <li>(b) caused by or consisting of its inherent characteristics, wear and tear, latent defect, depreciation, gradual deterioration, its own faulty or defective design or materials, faulty or defective workmanship;</li> <li>(c) caused by mechanical or electrical breakdown, failure or breakage;</li> <li>(d) caused by demolition or any structural alteration or repair to the <b>Buildings</b>;</li> <li>(e) caused by or consisting of corrosion, rust, dust, wet or dry rot, contamination, mildew, shrinkage, vermin, insects, change in temperature, colour, flavour, texture, finish or action of light;</li> <li>(f) caused by delay, confiscation or detention by Customs or other officials;</li> <li>(g) to property resulting from its undergoing any process of installing, erecting, altering, adjusting, cleaning, dyeing, restoration, production, packing, treatment, testing, commissioning, servicing, dismantling or repair, evaporation, loss of weight, dampness, dryness, marring, scratching, chewing, tearing or fouling;</li> <li>(h) caused by atmospheric and climatic conditions (other than storm);</li> <li>(i) to clothing, contact lenses, pedal cycles or sports equipment;</li> <li>(j) to any mechanically propelled vehicle, caravan, trailer, watercraft or aircraft;</li> <li>(k) by theft or attempted theft from any unattended vehicle unless: <ul style="list-style-type: none"> <li>(i) the vehicle is locked at all points of access; and</li> <li>(ii) there are visible signs of forcible and violent entry to the vehicle; and</li> <li>(iii) the property (unless permanently fixed in position) is out of sight in a locked compartment or locked boot within the vehicle</li> </ul> </li> <li>(l) by malicious persons;</li> <li>(m) by theft or storm to moveable property left in the open;</li> <li>(n) consequential loss of any kind;</li> <li>(o) to <b>Money</b>;</li> <li>(p) not traceable to a specific <b>Event</b>;</li> <li>(q) occurring outside the <b>Geographical Limits</b>;</li> <li>(r) occurring during any period in which the <b>Buildings</b> are <b>Unoccupied</b>.</li> </ul> |
| (13) <b>Damage</b> caused by accidental discharge or leakage of automatic sprinkler installations |   |

## Cover

| What IS Insured  | What IS NOT Insured  |
|--|--|
| <p><b>Property Damage</b></p> <p>We will pay You for <b>Damage</b> to the <b>Property Insured</b> by any <b>Insured Peril</b> happening during the period of insurance stated in the schedule.</p> | <p>The most We will pay for <b>Damage</b> to any <b>Property Insured</b>, including any additional costs, is the sum insured applicable to that item (subject to any inner limits) less the <b>Excess</b>, if applicable.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> <li>(a) <b>Damage</b> to <b>Property Insured</b> caused by <b>Pollution</b> except where: <ul style="list-style-type: none"> <li>(i) the <b>Pollution</b> is a direct result of an <b>Insured Peril</b>; or</li> <li>(ii) the <b>Insured Peril</b> directly results from <b>Pollution</b>.</li> </ul> </li> <li>(b) <b>Damage</b> to <b>Money</b>;</li> <li>(c) <b>Damage</b> to motor vehicles and their accessories;</li> <li>(d) <b>Damage</b> to dynamos, alternators, motors or any portion of electrical apparatus, directly caused by its own overrunning, excessive pressure, short circuiting or self heating.</li> </ul> <p>These exclusions apply to any claim in the Property Damage Section, including the Additional Covers and Optional Additional Covers.</p> |

## Additional Cover

These cover extensions apply only during the period of insurance shown on **Your** schedule but only where there is no more specific insurance provided by this or any other insurance.

All cover extensions and endorsements are subject to the sums insured shown on **Your** schedule, limits, conditions and exclusions of this section and the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

| What IS Insured  | What IS NOT Insured (including item limits)   |
|--|---|
| <p><b>(1) Underground services</b></p> <p>We will pay for accidental <b>Damage to the</b> underground pipes, drains and cables (including their inspection covers) serving the <b>Buildings</b> provided that <b>You</b> are legally responsible for repairing the <b>Damage</b>.</p>  |   |
| <p><b>(2) Additions or Extensions</b></p> <p>Under the <b>Buildings</b> item We will cover:</p> <ul style="list-style-type: none"> <li>(a) alterations and additions to the <b>Building</b> but not in respect of any appreciation in value;</li> <li>(b) newly acquired property, so far as it is not otherwise insured, anywhere in the <b>Geographical Limits</b>.</li> </ul> <p>Provided that <b>You</b> undertake to give details of such extension of cover as soon as practicable and to effect specific insurance and pay any additional premium that is required from inception of the cover.</p> | <p>At any one risk address this cover shall not exceed 10% of the <b>Buildings</b> sum insured or £500,000 whichever is less.</p> |

## Additional Cover

| What IS Insured   | What IS NOT Insured (including item limits)  |
|---|--|
| <p><b>(3) Damage caused by emergency services</b><br/> <b>We</b> will pay for <b>Damage</b> to the <b>Buildings'</b> landscaped grounds or gardens caused by emergency services whilst attending the <b>Buildings</b> for an <b>Insured Peril</b> where <b>We</b> pay a claim.</p>  | <p><b>We</b> will not pay for failure of seeds to germinate, or of trees, shrubs or turf to become established following planting or replanting.</p> <p><b>We</b> will not pay more than £25,000 in respect of any one claim, after deduction of the <b>Excess</b>.</p>  |
| <p><b>(4) Removal of debris</b><br/> <b>We</b> will pay costs and expenses necessarily incurred by <b>You</b> with <b>Our</b> consent in:</p> <ul style="list-style-type: none"> <li>(a) removing debris</li> <li>(b) dismantling and/or demolishing</li> <li>(c) shoring or propping up</li> </ul> <p>of any <b>Property Insured</b> which is damaged by any <b>Insured Peril</b>.</p> <p>The amount payable for such <b>Damage</b> and costs incurred under (a) (b) and (c) shall not exceed, in the aggregate, the sum insured by each item.</p>   | <p><b>We</b> will not pay for any costs or expenses</p> <ul style="list-style-type: none"> <li>(a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site</li> <li>(b) arising from <b>Pollution</b> of property not insured by this policy.</li> </ul>   |
| <p><b>(5) National and Local Government Regulations and Requirements</b><br/> The insurance provided for <b>Buildings</b> extends to include the additional cost of reinstating the damaged parts of the <b>Buildings</b> incurred solely by reason of the necessity to comply with the stipulations of building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any Public Authority (hereinafter referred to as "the Stipulations")</p> <p><b>Special Conditions applicable to this extension</b></p> <ul style="list-style-type: none"> <li>(a) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the <b>Damage</b> or within such further time as <b>We</b> may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to <b>Our</b> liability under this extension not being increased.</li> <li>(b) If <b>Our</b> liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then <b>Our</b> liability under this extension (in respect of any such item) shall be reduced in like proportion.</li> <li>(c) The total amount payable under any item of the policy shall not exceed its sum insured.</li> <li>(d) Subject to the terms and conditions of the policy except where they have been varied by this extension.</li> </ul> | <p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>(a) the cost incurred in complying with the Stipulations <ul style="list-style-type: none"> <li>(i) in respect of <b>Damage</b> occurring prior to the granting of this extension;</li> <li>(ii) in respect of <b>Damage</b> excluded or otherwise not insured by this policy;</li> <li>(iii) under which notice has been served upon <b>You</b> prior to the <b>Damage</b> occurring;</li> <li>(iv) for which there is an existing requirement which has to be implemented within a given period;</li> <li>(v) in respect of any undamaged property;</li> </ul> </li> <li>(b) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen;</li> <li>(c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations.</li> </ul> |

| What IS Insured  | What IS NOT Insured (including item limits)   |
|--|---|
| <p><b>(6) Fees</b><br/> <b>We</b> will pay architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the <b>Property Insured</b> following <b>Damage</b> by an <b>Insured Peril</b> but not for preparing any claim.</p>   | <p>The amount payable for such <b>Damage</b> and fees shall not exceed in the aggregate the sum insured by each item, after deduction of the <b>Excess</b>.</p> |
| <p><b>(7) Loss of oil, gas and metered water</b><br/> <b>We</b> will pay for<br/> (a) the additional charges imposed on <b>You</b> by utilities suppliers resulting from loss of oil, mains gas or metered water from the water or heating system after accidental <b>Damage</b> to that system<br/> (b) the cost of replacing liquefied petroleum gas, diesel or oil following accidental discharge from the storage container at the property.</p> | <p><b>We</b> will not pay more than £10,000 in respect of any one claim, after deduction of the <b>Excess</b>.</p>  |
| <p><b>(8) Loss of, theft or duplication of keys</b><br/> <b>We</b> will pay the reasonable cost of replacement locks and keys in respect of doors and windows for which <b>You</b> are responsible and which are necessary to maintain security of the <b>Building</b>:<br/> (a) following the accidental loss or theft of keys or<br/> (b) where there is reasonable evidence that such keys have been copied by an unauthorised person.</p>        | <p><b>We</b> will not pay more than £5,000 in respect of any one claim and in any one period of insurance, after deduction of the <b>Excess</b>.</p>            |
| <p><b>(9) Sale of buildings</b><br/> <b>We</b> will give a purchaser who has contracted to buy <b>Your Building</b> the benefit of the cover under this section from the time <b>You</b> exchange contracts until completion of the sale (or expiry of <b>Your</b> policy if earlier) as long as the purchaser has no other insurance in force.</p>  |   |
| <p><b>(10) Clearing of drains</b><br/> <b>We</b> will pay expenses necessarily incurred in clearing, cleaning and/or repairing drains, gutters or sewers in consequence of <b>Damage</b> caused by any <b>Insured Peril</b> occurring at the <b>Building</b> belonging to <b>You</b> or for which <b>You</b> are responsible.</p>  |   |
| <p><b>(11) Trace and access</b><br/> <b>We</b> will pay costs and expenses reasonably incurred by <b>You</b> in locating the source of a leakage of oil, mains gas, liquefied petroleum gas or water at the Insured Address(es) specified in the schedule and the cost of making good <b>Damage</b> caused by the search.</p>  | <p><b>We</b> will not pay more than £10,000 in respect of any one claim, after deduction of the <b>Excess</b>.</p>  |

| What IS Insured  | What IS NOT Insured (including item limits)  |
|--|--|
| <p><b>(12) Extinguisher and alarm re-setting expenses</b><br/> <b>We</b> will pay reasonable costs incurred by <b>You</b> in refilling fire extinguishing appliances, replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an <b>Insured Peril</b>.</p>  | <p><b>We</b> will not pay more than £5000 in respect of any one claim.<br/> <b>We</b> will not pay</p> <p>(a) if <b>You</b> have failed to maintain all such equipment in accordance with the manufacturers' instructions</p> <p>(b) any costs and expenses recoverable from <b>Your</b> maintenance company or the Fire and Rescue Service.</p> |
| <p><b>(13) Dumping and fly tipping</b><br/> <b>We</b> will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping at the risk address(es) specified on the schedule, caused by a sudden specific <b>Event</b> outside <b>Your</b> control.</p>  | <p><b>We</b> will not pay more than £5000 in respect of any one claim, after deduction of the <b>Excess</b>.</p>   |
| <p><b>(14) Contents Temporarily Removed</b><br/> <b>Damage</b> to machinery, fixtures and fittings while temporarily removed from the <b>Building</b> for the purpose of cleaning, repair or renovation, caused by an <b>Insured Peril</b>.</p>  | <p><b>We</b> will not pay more than 25% of the Sum Insured shown against <b>Machinery and other contents</b> in the schedule in respect of any one event, after deduction of the <b>Excess</b>.</p>  |
| <p><b>(15) Theft Damage to Buildings</b><br/> Only applicable if Peril 11. Theft is operative.<br/> <b>Damage</b> to <b>Your Buildings</b> caused by theft or attempted theft, provided that <b>You</b> are legally responsible for repairing the <b>Damage</b>.</p>   | <p><b>We</b> will not pay more than £10,000 in respect of any one claim, after deduction of the <b>Excess</b>.</p>   |
| <p><b>(16) Damage to Documents</b><br/> <b>Damage</b> to:</p> <p>(a) computer system records;<br/> (b) books, deeds, manuscripts;<br/> (c) plans, drawings or documents.</p> <p>belonging to <b>You</b> or held by <b>You</b> in trust and for which <b>You</b> are responsible, caused by an <b>Insured Peril</b>:</p> <p>(i) whilst in the <b>Premises</b>;<br/> (ii) while temporarily at premises which <b>You</b> do not occupy; or<br/> (iii) in transit by road, rail or inland waterway within the <b>Geographical Limits</b>.</p> | <p><b>We</b> will not pay more than £10,000 in respect of any one <b>Event</b>, after deduction of the <b>Excess</b>.</p> <p><b>We</b> will only pay for their value as materials and the cost of labour expended in reproducing them and not for the value of any information lost.</p>   |
| <p><b>(17) Asbestos Removal</b><br/> If <b>We</b> pay for <b>Damage</b> to <b>Buildings</b>, <b>We</b> will also pay costs for which <b>You</b> are responsible to remove any asbestos waste or property contaminated by it. The most <b>We</b> will pay under this extension for any one claim is £60,000.</p> <p>This cover is in addition to that stated in the Removal of debris extension</p>   |  |

## Optional Cover Extensions (only applicable if shown on the Schedule)

| What IS Insured  | What IS NOT Insured (including item limits)   |
|--|---|
| <p><b>(18) Deterioration of Stock</b></p> <p><b>Damage</b> to stock in refrigerated cabinets, freezers or cold rooms in the <b>Premises</b> caused by deterioration, contamination or putrefaction resulting from</p> <ul style="list-style-type: none"> <li>(a) a rise or fall in temperature due to breakdown of or unforeseen <b>Damage</b> to the equipment (including non-operation of any thermostatic or automatic controlling device forming part of the equipment or its installation)</li> <li>(b) A rise or fall in temperature due to accidental failure of the public electricity, gas or water supply.</li> <li>(c) an accidental escape of refrigerant or refrigerant fumes.</li> </ul> | <p><b>We</b> will not pay more than the sum insured for Deterioration of Stock as stated in the schedule in respect of any one <b>Event</b>, after deduction of the <b>Excess</b>.</p> <p><b>We</b> will not pay for any deterioration, contamination or putrefaction:</p> <ul style="list-style-type: none"> <li>(a) caused by an <b>Insured Peril</b>;</li> <li>(b) arising from a failure or fluctuation of the public electricity, gas or water supply resulting from: <ul style="list-style-type: none"> <li>(i) a deliberate act of the supply authority unless performed for the sole purpose of safeguarding life or protecting a part of any supply authority's system;</li> <li>(ii) a scheme of rationing unless necessitated solely by physical damage to a part of the supply authority's system</li> <li>(iii) strike or lock-out, total or partial withdrawal of labour or partial or complete cessation of work; or</li> <li>(iv) drought;</li> </ul> </li> <li>(c) resulting from <b>Your</b> wilful act or neglect;</li> <li>(d) caused by faulty packaging or storage;</li> <li>(e) caused by the incorrect setting of thermostats or automatic control devices;</li> <li>(f) to goods contained within a refrigerated vehicle.</li> </ul> |
| <p><b>(19) Moveable property cover for specified items anywhere in the United Kingdom</b></p> <p>Cover under this section is extended to apply in respect of <b>Damage</b> to the property specified on the schedule by any <b>Insured Peril</b> whilst it is anywhere in the United Kingdom.</p>  | <p><b>We</b> will not pay more than the sum insured for the property as stated in the schedule in respect of any one <b>Event</b>, after deduction of the <b>Excess</b>.</p> <p><b>We</b> will not pay for <b>Damage</b> caused by theft or any attempted theft whilst any hand held portable property is left unattended away from the <b>Premises</b>, unless the property is:</p> <ul style="list-style-type: none"> <li>(i) contained within a building which is locked and secured at all points of access; or</li> <li>(ii) contained within the locked boot of or out of sight within any motor vehicle which is locked at all points of access</li> </ul> <p>and the theft or attempted theft involves forcible and violent entry into the building or motor vehicle.</p>   |
| <p><b>(20) Loss of Rent</b></p> <p>Loss of <b>Rent</b> incurred during any period in which the <b>Buildings</b> are made unfit for occupation by <b>Damage</b> caused by any of the <b>Insured Perils</b>.</p>   | <p><b>We</b> will not pay more than the Sum Insured shown in the schedule in respect of any one <b>Event</b>.</p>   |



## Claims Settlement Provisions

**We** shall not pay, in respect of any one insured item, more than the sum insured shown in the schedule for that item.

### **Basis of settlement – Buildings**

Claims for **Damage** to **Buildings** will be settled on the basis of the cost of reinstatement.

For this purpose “reinstatement” means

- (a) the rebuilding or replacement of property lost or destroyed.
- (b) the repair or restoration of property damaged.

**You** can do this on another site and in any manner suitable for **Your** requirements, provided it does not cost more than it would to reinstate to the original specification.

In the case of (a) or (b) **We** will reinstate to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new and without any allowance for depreciation or wear and tear provided that:

- (i) the **Buildings** were in a good state of repair at the time of the **Damage**;
- (ii) reinstatement commences and proceeds without unreasonable delay;
- (iii) the cost of reinstatement shall have been actually incurred;
- (iv) **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed;
- (v) **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in a reasonably sufficient manner.

### **Basis of settlement – Machinery and all other Contents**

**We** will settle a claim for **Damage** to property by payment or, at our option, by replacement, reinstatement or repair, subject to any relevant monetary limit specified in this Section.

**We** will pay for the cost of repair less a deduction for any depreciation and wear and tear:

- (a) in respect of **Stock**, materials in trade and goods in trust;
- (b) if repair or replacement is not carried out.

For the purpose of any claim settlement replacement, reinstatement or repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

**We** will not be liable for the replacement of or work on any undamaged items or remaining parts solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

### **Basis of settlement - Rent**

**We** will settle a claim for loss of **Rent** by payment on the basis of the loss of **Rent** for those parts of the **Buildings** unfit for occupation.

**We** will not pay more than that proportion of the Sum Insured on **Rent** shown in the schedule which the period necessary for the reinstatement of the **Buildings** bears to the period shown in the schedule.

## Section Five – Business Interruption

### Definitions

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Building(s)** means the main structure(s) at the risk address(es) including:

- (a) landlords fixtures and fittings;
- (b) outbuildings, garages, swimming pools and tennis courts;
- (c) walls, gates, fences, hedges, paths, patios, terraces, drives, yards, car parks, car ports, roads, pavements, fixed signs, cess pits and septic tanks but excluding bridges unless they are specifically mentioned on the schedule;
- (d) underground pipes, cables and wires;
- (e) telecommunication, television and radio aerials, satellite dishes, aerial fittings and masts;
- (f) fixed video, audio and building management and security systems and equipment;
- (g) all fixed glass including shop fronts;
- (h) fixed signs and sanitary fixtures provided they are within the boundaries of the land for which **You** are responsible;
- (i) solar panels fixed to the main structure.

**Customers** means those companies, organisations or individuals, with whom at the time of the **Damage You** have contracts or trading relationships to supply goods or services.

**Damage** means physical loss, destruction or damage.

**Estimated Gross Profit** means **Your** estimate of the **Gross Profit** which **Your Business** will earn during the period of insurance (proportionately increased where the Maximum Indemnity Period is more than 12 months).

**Estimated Gross Revenue** means **Your** estimate of the **Gross Revenue** which **Your Business** will earn during the period of insurance (proportionately increased where the Maximum Indemnity Period is more than 12 months).

**Gross Profit** means **Turnover** less **Uninsured Working Expenses**.

**Gross Revenue** means the money paid or payable to **You** for goods and services supplied in the course of the **Business** at the **Premises**.

**Human Disease** means: Acute Encephalitis, Acute Infectious Hepatitis, Acute Poliomyelitis, Anthrax, Cholera, Diphtheria, Enteric Fever (Typhoid or Paratyphoid Fever), Infectious Bloody Diarrhoea, Legionnaires Disease, Leprosy, Malaria, Measles, Meningococcal Septicaemia, Mumps, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhus, Whooping Cough and Yellow Fever.

**In Transit** means whilst being loaded on to or unloaded from any vehicle or trailer owned or operated by **You**, whilst on the vehicle until unloaded at the final destination and whilst temporarily housed for up to 48 hours when in course of transit.

**Indemnity Period** means the period, beginning with the occurrence of the **Damage** and extending no longer than the Maximum Indemnity Period shown in the schedule, during which the results of the **Business** at the **Premises** are affected because of the **Damage**.

**Insured Peril(s)** means any cause of **Damage** listed as a Peril in the schedule and described in the Property Damage section of this policy wording.

**Neighbouring Property** means property in the vicinity of the **Premises**, **Damage** to which will prevent or hinder the use of or access to the **Premises**.

**Pollution** means all pollution or contamination of **Property Insured** or of water or land or the atmosphere

**Premises** means those parts of the **Buildings** occupied by **You** in connection with the **Business**.

**Property at the Premises** means property used by **You** at the **Premises** for the purpose of the **Business**.

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

**Standard Gross Revenue** means the **Gross Revenue** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**, appropriately adjusted where the **Indemnity Period** exceeds 12 months.

**Standard Turnover** means the **Turnover** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**, appropriately adjusted where the **Indemnity Period** exceeds 12 months.

**Suppliers** means suppliers to **You** of goods, materials or services other than electricity, gas, water or telecommunications services.

**Turnover** means the money paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**, exclusive of Value Added Tax to the extent that **You** are accountable for it to the tax authorities.

**Uninsured Working Expenses** means, unless otherwise amended by policy endorsement:

- (1) Purchases net of discounts received
- (2) Bad debts
- (3) Packaging, carriage and freight
- (4) Discounts allowed

For the purposes of this definition the terms used will have the meaning usually attached to them in **Your** books and accounts.

### Sub-Section One: Loss of Gross Profit

| What IS Insured  | What IS NOT Insured  |
|--|--|
| <p><b>(1) Loss of Gross Profit</b></p> <p>(a) Loss of <b>Gross Profit</b> resulting from the <b>Business</b> at the <b>Premises</b> being interrupted or interfered with as a result of <b>Damage</b>, caused by an <b>Insured Peril</b>, of or to:</p> <p>(i) <b>Property at the Premises</b>, provided that payment has been made or liability admitted for the <b>Damage</b> under the Property Damage Section of this policy.</p> <p>(ii) Landlord's <b>Buildings</b> where <b>You</b> are not responsible for insuring the <b>Buildings</b> and payment has been made or liability admitted for the <b>Damage</b> under an insurance policy covering the interest of the landlord and liability would have been admitted for the <b>Damage</b> under the Property Damage section of this policy had the <b>Buildings</b> been insured under this policy.</p> <p>(iii) <b>Neighbouring Property</b> (whether the <b>Premises</b> or their contents are damaged or not), provided that liability would have been admitted for the <b>Damage</b> under the Property Damage section of this policy had the <b>Damage</b> occurred to <b>Property at the Premises</b>.</p> <p>(b) Reasonable charges incurred only with <b>Our</b> prior written consent payable by <b>You</b> to <b>Your</b> professional accountants for producing and certifying any information which <b>We</b> request in connection with a claim under this section.</p> | <p>(a) Loss resulting from <b>Pollution</b> unless resulting from <b>Damage to Property at the Premises</b> or <b>Neighbouring Property</b> (not otherwise excluded), caused by:</p> <p>(i) <b>Pollution</b> which itself results from an <b>Insured Peril</b></p> <p>(ii) an <b>Insured Peril</b> which itself results from <b>Pollution</b></p> <p>(b) Loss resulting from any human, contagious or communicable disease. This includes the fear or threat of such disease or any steps taken to control or prevent the spread or transmission of such actual, feared or threatened disease. However, this does not apply to the cover under What IS Insured Paragraph (8) Food or Drink Poisoning and Human Disease Extension.</p> <p>We will not pay more than 133.33% of the <b>Estimated Gross Profit</b> shown in the Schedule during any one period of insurance</p> |

| What IS Insured  | What IS NOT Insured  |
|--|--|
| <p><b>(2) Public Utilities Extension</b></p> <p>Loss of <b>Gross Profit</b> resulting from interruption of or interference with the <b>Business</b> as a result of the following:</p> <p><b>Damage</b> caused by an <b>Insured Peril</b> at any</p> <ul style="list-style-type: none"> <li>(a) Generating station or sub-station of <b>Your</b> electricity supplier.</li> <li>(b) Land-based premises of <b>Your</b> gas supplier or any directly linked natural gas producer.</li> <li>(c) Water works or pumping station of <b>Your</b> water supplier.</li> <li>(d) Land-based premises of <b>Your</b> telecommunications service provider</li> </ul>            | <p><b>We</b> will not pay more than £100,000 during any one period of insurance</p>  |
| <p><b>(3) Accidental Failure of Public Supply Extension</b></p> <p>Loss of <b>Gross Profit</b> resulting from accidental failure at the terminal ends of the public supply undertakings' feed to the <b>Premises</b> of electricity, gas, water, telecommunications or internet services as a direct result of <b>Damage</b>.</p>  | <p><b>We</b> will not pay for</p> <ul style="list-style-type: none"> <li>(a) any failure which does not involve a cessation of supply for at least 24 consecutive hours.</li> <li>(b) atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite.</li> <li>(c) total or partial failure of the public supply occasioned by strike or lock-out, total or partial withdrawal of labour or total or partial cessation of work.</li> </ul> <p><b>We</b> will not pay more than £100,000 during any one period of insurance</p> |
| <p><b>(4) Suppliers Extension</b></p> <p>Loss of <b>Gross Profit</b> resulting from interruption of or interference with the <b>Business</b> as a result of <b>Damage</b> caused by an <b>Insured Peril</b> at any of <b>Your Suppliers</b> premises.</p>  | <p><b>We</b> will not pay more than £100,000 during any one period of insurance</p>  |
| <p><b>(5) Customers Extension</b></p> <p>Loss of <b>Gross Profit</b> resulting from interruption of or interference with the <b>Business</b> as a result of <b>Damage</b> caused by an <b>Insured Peril</b> at any of <b>Your Customers</b> premises.</p>  | <p><b>We</b> will not pay more than £100,000 during any one period of insurance</p>  |
| <p><b>(6) Book Debts Extension</b></p> <p>Loss in respect of the policyholder's books of account or other business books or records at the <b>Premises</b> should there be <b>Damage</b> covered under the Property Damage section of this policy and the policyholder is as a result unable to trace or establish the outstanding debit balances in whole or in part due to them then <b>We</b> will pay:</p> <ul style="list-style-type: none"> <li>(a) the difference between: <ul style="list-style-type: none"> <li>(i) the outstanding debit balances; and</li> <li>(ii) the total of the amount received or traced in respect thereof.</li> </ul> </li> </ul> | <p><b>We</b> will not pay more than £25,000 during any one period of insurance</p>   |

| What IS Insured   | What IS NOT Insured  |
|---|--|
| <p>(b) the additional costs necessarily and reasonably incurred with our prior consent in tracing and establishing the outstanding debit balances. Outstanding debit balances shall be adjusted for:</p> <p>(a) bad debts;</p> <p>(b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of loss) to <b>Customers'</b> accounts in the period between the date to which the last statement relates and the date of the <b>Damage</b>; and</p> <p>(c) any abnormal condition of trade which had or could have had a material effect on the <b>Business</b> so that the figure thus adjusted shall represent as nearly as reasonably practicable that which would have been obtained at the date of the <b>Damage</b> had the <b>Damage</b> not occurred.</p> |  |
| <p><b>(7) Bomb Scares, Murder and Suicide Extension</b></p> <p>Loss of <b>Gross Profit</b> resulting from interruption of or interference with the <b>Business</b> as a result of the following:</p> <p>(a) A bomb scare or bomb in or near the <b>Premises</b> which prevents or reduces access to the <b>Premises</b> for more than four hours;</p> <p>(b) A murder or suicide at the <b>Premises</b>.</p>  | <p><b>We</b> will not pay more than £50,000 during any one period of insurance</p> |
| <p><b>(8) Food or Drink Poisoning and Human Disease Extension</b></p> <p>Loss of <b>Gross Profit</b> resulting from interruption of or interference with the <b>Business</b> solely and directly as a result of the following:</p> <p>(a) poisoning directly caused by the consumption of food or drink provided at the <b>Premises</b>; or</p> <p>(b) on occurrence of a <b>Human Disease</b> at the <b>Premises</b>. Provided that under (a) and (b) above restrictions on the use of the specific <b>Premises</b> are imposed by a competent public authority.</p>   | <p><b>We</b> will not pay more than £50,000 during any one period of insurance</p> |
| <p><b>(9) Goods in Transit Extension</b></p> <p>Loss of <b>Gross Profit</b> resulting from interruption of or interference with the <b>Business</b> as a result of <b>Damage</b> to goods in transit if insured by Section 7 and for which <b>We</b> have admitted liability.</p>   | <p><b>We</b> will not pay more than £50,000 during any one period of insurance</p> |

## Cessation of Interest

Sub-Section One – Loss of Gross Profit, will be made void immediately if, at any time:

- (1) the **Business** is permanently discontinued, wound up or carried on by a liquidator, receiver or administrator; or
- (2) any other formal arrangements are made with creditors; or
- (3) **Your** interest ceases other than by death.

unless **We** give **Our** written consent to the contrary.

## Claims Settlement Provisions

**We** will settle a claim for loss of **Gross Profit** by payment on the basis of a reduction in **Turnover** and increase in cost of working, subject to any relevant monetary limit specified in this section. **We** will pay:

- (1) in respect of reduction in **Turnover**, the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover** because of the **Damage**;
- (2) in respect of increase in cost of working, reasonable and necessary additional costs incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which otherwise would have taken place during the **Indemnity Period** because of the **Damage**, up to the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction so avoided;

less any sum saved during the **Indemnity Period** in respect of those charges and expenses of the **Business** payable out of **Gross Profit** which cease or are reduced because of the **Damage**.

If during the **Indemnity Period** goods or services are supplied elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable for them will be brought into account in arriving at the **Turnover** during the **Indemnity Period**.

**Rate of Gross Profit** and **Standard Turnover** will be adjusted as may be necessary to provide for variations in or other circumstances affecting the **Business**, before or after the **Damage**, so that the adjusted figures represent as far as reasonably practicable the results which but for the **Damage** would have been obtained during the **Indemnity Period**.

If **Your Business** is in the first year of trading **Rate of Gross Profit** and **Standard Turnover** will reflect the actual figures realised between the date **Your Business** started and the occurrence of the **Damage** giving rise to a claim under this section.

## Special Condition - Renewal Clause

**You** shall, prior to each renewal of the Policy provide **Us** with the **Estimated Gross Profit** which is applicable for the financial year most nearly concurrent with the ensuing period of insurance.

In the absence of this, **We** will use the last **Estimated Gross Profit** figure provided by **You**.



## Sub-Section Two: Loss of Gross Revenue

| What IS Insured   | What IS NOT Insured  |
|---|--|
| <p><b>(1) Loss of Gross Revenue</b></p> <p>(a) Loss of <b>Gross Revenue</b> resulting from the <b>Business</b> at the <b>Premises</b> being interrupted or interfered with as a result of <b>Damage</b>, caused by an <b>Insured Peril</b>, of or to:</p> <p>(i) <b>Property at the Premises</b>, provided that payment has been made or liability admitted for the <b>Damage</b> under the Property Damage Section of this policy.</p> <p>(ii) Landlord's <b>Buildings</b> where <b>You</b> are not responsible for insuring the <b>Buildings</b> and payment has been made or liability admitted for the <b>Damage</b> under an insurance policy covering the interest of the landlord and liability would have been admitted for the <b>Damage</b> under the Property Damage section had the <b>Buildings</b> been insured under this policy.</p> <p>(iii) <b>Neighbouring Property</b> (whether the <b>Premises</b> or their contents are damaged or not), provided that liability would have been admitted for the <b>Damage</b> under the Property Damage section of this policy had the <b>Damage</b> occurred to <b>Property at the Premises</b>.</p> <p>(b) Reasonable charges incurred only with <b>Our</b> prior written consent payable by <b>You</b> to <b>Your</b> professional accountants for producing and certifying any information which <b>We</b> request in connection with a claim under this section.</p> | <p>(a) Loss resulting from <b>Pollution</b> unless resulting from <b>Damage to Property at the Premises</b> or <b>Neighbouring Property</b> (not otherwise excluded), caused by:</p> <p>(i) <b>Pollution</b> which itself results from an <b>Insured Peril</b>;</p> <p>(ii) an <b>Insured Peril</b> which itself results from <b>Pollution</b>.</p> <p>(b) Loss resulting from any human, contagious or communicable disease. This includes the fear or threat of such disease or any steps taken to control or prevent the spread or transmission of such actual, feared or threatened disease. However, this does not apply to the cover under What IS Insured Paragraph (8) Food or Drink Poisoning and Human Disease Extension.</p> <p><b>We</b> will not pay more than 133.33% of the <b>Estimated Gross Revenue</b> shown in the schedule during any one period of insurance</p> |
| <p><b>(2) Public Utilities Extension</b></p> <p>Loss of <b>Gross Revenue</b> resulting from interruption of or interference with the <b>Business</b> as a result of the following:</p> <p><b>Damage</b> caused by an <b>Insured Peril</b> at any:</p> <p>(a) Generating station or sub-station of <b>Your</b> electricity supplier;</p> <p>(b) Land-based premises of <b>Your</b> gas supplier or any directly linked natural gas producer;</p> <p>(c) Water works or pumping station of <b>Your</b> water supplier;</p> <p>(d) Land-based premises of <b>Your</b> telecommunications service provider.</p>   | <p><b>We</b> will not pay more than £100,000 during any one period of insurance</p>  |
| <p><b>(3) Accidental Failure of Public Supply Extension</b></p> <p>Loss of <b>Gross Revenue</b> resulting from accidental failure at the terminal ends of the public supply undertakings' feed to the <b>Premises</b> of electricity, gas, water, telecommunications or internet services as a direct result of <b>Damage</b>.</p>  | <p><b>We</b> will not pay for:</p> <p>(a) any failure which does not involve a cessation of supply for at least 24 consecutive hours;</p> <p>(b) atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite;</p>   |

| What IS Insured   | What IS NOT Insured   |
|---|---|
|   | <p>(c) total or partial failure of the public supply occasioned by strike or lock-out, total or partial withdrawal of labour or total or partial cessation of work.</p> <p><b>We</b> will not pay more than £100,000 during any one period of insurance</p> |
| <p><b>(4) Suppliers Extension</b><br/> Loss of <b>Gross Revenue</b> resulting from interruption of or interference with the <b>Business</b> as a result of <b>Damage</b> caused by an <b>Insured Peril</b> at any of <b>Your Suppliers Premises</b>.</p>  | <p><b>We</b> will not pay more than £100,000 during any one period of insurance</p>   |
| <p><b>(5) Customers Extension</b><br/> Loss of <b>Gross Revenue</b> resulting from interruption of or interference with the <b>Business</b> as a result of <b>Damage</b> caused by an <b>Insured Peril</b> at any of <b>Your Customers Premises</b>.</p>  | <p><b>We</b> will not pay more than £100,000 during any one period of insurance</p>   |
| <p><b>(6) Book Debts Extension</b><br/> Loss in respect of the Policyholder's books of account or other business books or records at the <b>Premises</b> should there be <b>Damage</b> covered under the Property Damage section of this Policy and the Policyholder is as a result unable to trace or establish the outstanding debit balances in whole or in part due to them then <b>We</b> will pay:</p> <p>(a) the difference between:</p> <ul style="list-style-type: none"> <li>(i) the outstanding debit balances; and</li> <li>(ii) the total of the amount received or traced in respect thereof.</li> </ul> <p>(b) the additional costs necessarily and reasonably incurred with <b>Our</b> prior consent in tracing and establishing the outstanding debit balances.</p> <p>Outstanding debit balances shall be adjusted for:</p> <ul style="list-style-type: none"> <li>(a) bad debts;</li> <li>(b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of loss) to <b>Customers'</b> accounts in the period between the date to which the last statement relates and the date of the <b>Damage</b>; and</li> <li>(c) any abnormal condition of trade which had or could have had a material effect on the <b>Business</b> so that the figure thus adjusted shall represent as nearly as reasonably practicable that which would have been obtained at the date of the <b>Damage</b> had the <b>Damage</b> not occurred.</li> </ul> | <p><b>We</b> will not pay more than £25,000 during any one period of insurance</p>  |

| What IS Insured   | What IS NOT Insured  |
|---|--|
| <p><b>(7) Bomb Scares, Murder and Suicide Extension</b></p> <p>Loss of <b>Gross Revenue</b> resulting from interruption of or interference with the <b>Business</b> as a result of the following:</p> <p>(a) A bomb scare or bomb in or near the <b>Premises</b> which prevents or reduces access to the <b>Premises</b> for more than four hours;</p> <p>(b) A murder or suicide at the <b>Premises</b>.</p>   | <p><b>We</b> will not pay more than £50,000 during any one period of insurance</p> |
| <p><b>(8) Food or Drink Poisoning and Human Disease Extension</b></p> <p>Loss of <b>Gross Revenue</b> resulting from interruption of or interference with the <b>Business</b> solely and directly as a result of the following:</p> <p>(a) poisoning directly caused by the consumption of food or drink provided at the <b>Premises</b>; or</p> <p>(b) on occurrence of a <b>Human Disease</b> at the <b>Premises</b>.</p> <p>Provided that under (a) and (b) above restrictions on the use of the specific <b>Premises</b> are imposed by a competent public authority.</p> | <p><b>We</b> will not pay more than £50,000 during any one period of insurance</p> |
| <p><b>(9) Goods in Transit Extension</b></p> <p>Loss of <b>Gross Revenue</b> resulting from interruption of or interference with the <b>Business</b> as a result of <b>Damage</b> to goods in transit if insured by Section 7 and for which <b>We</b> have admitted liability.</p>  | <p><b>We</b> will not pay more than £50,000 during any one period of insurance</p> |

## Cessation of Interest

Sub-Section Two – Loss of Gross Revenue, will be made void immediately if, at any time:

- (1) the **Business** is permanently discontinued, wound up or carried on by a liquidator, receiver or administrator; or
- (2) any other formal arrangements are made with creditors; or
- (3) **Your** interest ceases other than by death;

unless **We** give **Our** written consent to the contrary.

## Claims Settlement Provisions

**We** will settle a claim for loss of **Gross Revenue** by payment on the basis of a reduction in **Gross Revenue** and increase in cost of working, subject to any relevant monetary limit specified in this section. **We** will pay:

- (1) in respect of reduction in **Gross Revenue** the amount by which the **Gross Revenue** during the **Indemnity Period** falls short of the **Standard Gross Revenue** because of the **Damage**;
  - (2) in respect of increase in cost of working, reasonable and necessary additional costs incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which otherwise would have taken place during the **Indemnity Period** because of the **Damage**, up to the amount of the reduction so avoided;
- less any sum saved during the **Indemnity Period** in respect of those charges and expenses of the **Business** payable out of **Gross Revenue** which cease or are reduced because of the **Damage**.

If during the **Indemnity Period** goods or services are supplied elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable for them will be brought into account in arriving at the **Gross Revenue** during the **Indemnity Period**.

**Standard Gross Revenue** will be adjusted as may be necessary to provide for variations in or other circumstances affecting the **Business**, before or after the **Damage**, so that the adjusted figures represent as far as reasonably practicable the results which but for the **Damage** would have been obtained during the **Indemnity Period**.

If **Your Business** is in the first year of trading **Gross Revenue** and **Standard Gross Revenue** will reflect the actual figures realised between the date **Your Business** started and the occurrence of the **Damage** giving rise to a claim under this section.

## Special Condition

### Renewal Clause

**You** shall, prior to each renewal of the policy provide **Us** with the **Estimated Gross Revenue** which is applicable for the financial year most nearly concurrent with the ensuing period of insurance. In the absence of this, **We** will use the last **Estimated Gross Revenue** figure provided by **You**.

### Sub-Section Three: Additional Cost of Working

| What IS Insured   | What IS NOT Insured  |
|---|--|
| <p><b>1. Additional Cost of Working</b></p> <p>(a) Additional costs of working resulting from the <b>Business</b> at the <b>Premises</b> being interrupted or interfered with as a result of <b>Damage</b>, caused by an <b>Insured Peril</b>, of or to:</p> <p>(i) <b>Property at the Premises</b>, provided that payment has been made or liability admitted for the <b>Damage</b> under the Property Damage section of this policy.</p> <p>(ii) Landlord's <b>Buildings</b> where <b>You</b> are not responsible for insuring the <b>Buildings</b> and payment has been made or liability admitted for the <b>Damage</b> under an insurance policy covering the interest of the landlord and liability would have been admitted for the <b>Damage</b> under the Property Damage section had the <b>Buildings</b> been insured under this policy.</p> <p>(iii) <b>Neighbouring Property</b> (whether the <b>Premises</b> or their contents are damaged or not), provided that liability would have been admitted for the <b>Damage</b> under the <b>Property Damage</b> section of this policy had the <b>Damage</b> occurred to <b>Property at the Premises</b>.</p> <p>(b) Reasonable charges incurred only with <b>Our</b> prior written consent payable by <b>You</b> to <b>Your</b> professional accountants for producing and certifying any information which <b>We</b> request in connection with a claim under this section.</p> <p><b>We</b> will not pay more than the sum insured shown in the schedule in respect of any one indemnity period.</p> | <p>(a) Loss resulting from <b>Pollution</b> unless resulting from <b>Damage to Property at the Premises</b> or <b>Neighbouring Property</b> (not otherwise excluded), caused by:</p> <p>(i) <b>Pollution</b> which itself results from an <b>Insured Peril</b>;</p> <p>(ii) an <b>Insured Peril</b> which itself results from <b>Pollution</b>.</p> <p>(b) Loss resulting from any human, contagious or communicable disease. This includes the fear or threat of such disease or any steps taken to control or prevent the spread or transmission of such actual, feared or threatened disease.</p> |

#### Cessation of Interest

Sub-Section Three – Additional Cost of Working, will be made void immediately if, at any time:

- (1) the **Business** is permanently discontinued, wound up or carried on by a liquidator, receiver or administrator; or
- (2) any other formal arrangements are made with creditors; or
- (3) **Your** interest ceases other than by death.

unless **We** give **Our** written consent to the contrary.

#### Claims Settlement Provisions

Subject to any relevant monetary limit specified in this section **We** will settle a claim for Additional Cost of Working by payment of the reasonable and necessary additional expenditure incurred with **Our** prior written consent for the sole purpose of maintaining the **Business** during the **Indemnity Period**.

## Section Six – Money

### Definitions

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Bodily Injury** means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

**Business Hours** means any period during which **You**, or any of **Your** directors, partners or **Employees** are present at the **Premises** for the purposes of the **Business**.

**Damage** means physical loss, destruction or damage.

**Employee(s)** means any person working for **You** in connection with **Your Business** who is

- (a) under a contract of service or apprenticeship with **You**
- (b) a labour master or labour-only sub-contractor or person supplied by them
- (c) self-employed (for labour only)
- (d) working under a recognised work experience or training scheme
- (e) a voluntary helper
- (f) borrowed by or hired to **You** or
- (g) a director of **Your Business**.

**Monetary Documents** means crossed cheques and postal orders, premium bonds, credit card sales vouchers and VAT purchase invoices, owned by **You** or for which **You** are legally responsible in connection with the **Business**.

**Money** means cash, bank or currency notes, current postage stamps, premium bonds, uncrossed cheques, gift vouchers and travel tickets.

**Premises** means those parts of the **Buildings** occupied by **You** in connection with the **Business**.

### Cover

| What IS Insured  | What IS NOT Insured  |
|--|--|
| <ul style="list-style-type: none"><li>(1) <b>Damage</b> to <b>Monetary Documents</b>.</li><li>(2) <b>Damage</b> to <b>Money</b> at the <b>Premises</b> during <b>Business Hours</b>.</li><li>(3) <b>Damage</b> to <b>Money</b> at the <b>Premises</b> outside <b>Business Hours</b> in a locked safe or strongroom.</li><li>(4) <b>Damage</b> to <b>Money</b> in transit or in a bank night safe.</li><li>(5) <b>Damage</b> to <b>Money</b> in <b>Your</b> own home or in the home of an authorised <b>Employee</b>.</li></ul> | <p><b>We</b> will not pay more than the limits stated in the schedule in respect of any one event, less the <b>Excess</b>.</p> <p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"><li>(a) Loss resulting from a business transaction;</li><li>(b) Consequential loss or shortage due to errors or omissions, or depreciation in value;</li><li>(c) Loss arising from the fraud or dishonesty of <b>Your</b> directors, partners or <b>Employees</b> or any member of <b>Your</b> household;</li><li>(d) Loss following the use of a combination code, key or duplicate key unless the combination code, key or duplicate key was obtained by violence or threat of violence to its authorised holder or to a member of the holder's family;</li><li>(e) Loss from an unattended vehicle.</li></ul> |



| What IS Insured | What IS NOT Insured  |
|-----------------|--|
|                 | <p><b>Transit Limits</b></p> <p><b>We</b> will not pay a claim under item (4) for loss of <b>Money</b> in transit unless the <b>Money</b> is accompanied by the following numbers of persons between the ages of 16 and 75:</p> <p>Up to £2,500 needs 1 person;<br/> Over £2,500 up to £5,000 needs 2 persons;<br/> Over £5,000 up to £10,000 needs 3 persons;<br/> Over £10,000 needs an approved security company.</p> |

### Additional Cover

| What IS Insured  | What IS NOT Insured  |
|--|--|
| <p><b>Fraud and Dishonesty of Employees</b></p> <p>(1) Loss of <b>Money</b> or goods owned by <b>You</b> or for which <b>You</b> are legally responsible in connection with the <b>Business</b>, directly caused by an act of fraud or dishonesty by an <b>Employee</b> and committed in the course of the <b>Employee's</b> employment by <b>You</b> during the Period of Insurance which is discovered by <b>You</b> and notified to <b>Us</b> within 30 days of the loss.</p> <p>(2) Reasonable charges payable by <b>You</b> to <b>Your</b> professional accountants for producing and certifying the exact amount of loss in connection with a claim under this subsection.</p>   | <p><b>We</b> will not pay for</p> <p>(a) Loss arising from any act of fraud or dishonesty by an <b>Employee</b>, committed subsequent to the discovery or suspicion of an act of fraud or dishonesty by the same <b>Employee</b> which is the subject of a claim under this subsection.</p> <p>(b) Loss discovered more than 18 months after the ending of the <b>Employee's</b> employment or of the termination of this Section, whichever occurs first.</p> <p><b>We</b> will not pay more than £500 for each <b>Employee</b> or £2,500 in all, in respect of all losses discovered in any one Period of Insurance (including any periods allowed for discovery after the termination of this Section), less the <b>Excess</b>.</p> |
| <p><b>Personal Accident Assault Benefit</b></p> <p>If <b>You</b> or any of <b>Your</b> directors, partners or <b>Employees</b>, in the course of the <b>Business</b>, suffer accidental <b>Bodily Injury</b> as a direct result of assault with intent to steal <b>Money</b> <b>We</b> will pay to the injured person:</p> <p>(1) £5,000 if the <b>Bodily Injury</b> is, within 12 months of its occurrence, the sole cause of:</p> <p>(a) death; or</p> <p>(b) complete and permanent loss of the sight of an eye; or</p> <p>(c) complete and permanent loss of the use of a hand or foot; or</p> <p>(d) permanent total disablement from attending to business or occupation of any kind.</p> <p>(2) £50 per week for a period of up to 104 weeks from the date of <b>Bodily Injury</b> during which that injury alone causes temporary total disablement from attending to the person's usual business or occupation.</p> | <p><b>We</b> will not pay under both benefits (1) and (2) for any one person in respect of all injuries arising out of any one accident.</p>   |

| What IS Insured   | What IS NOT Insured  |
|---|--|
| <p><b>We</b> will also pay:</p> <p>(3) up to a total of £500 for related medical expenses which are reasonably and necessarily incurred by the injured person;</p> <p>(4) £25 for each 24 hours in hospital, up to a total of £500, if the injury results in the injured person's admission to hospital as an in-patient.</p>   |  |
| <p><b>Clothing and Personal Effects resulting from Assault</b></p> <p><b>Damage</b> to clothing and personal effects (including security bags, boxes and waistcoats) belonging to <b>You</b> or <b>Your</b> directors, partners or authorised <b>Employees</b>, as a direct result of assault, in the course of the <b>Business</b>, with intent to steal <b>Money</b>.</p> | <p><b>We</b> will not pay more than £500 for each person in respect of any one <b>Event</b>.</p> |

## Claims Settlement Provisions

### General

**We** will not be liable to make a payment under more than one Section or subsection of this policy in respect of **Damage** to the same property caused by the same **Event**.

If a claim is made under more than one Section or subsection of this policy for **Damage** caused at the same time by the same event only one **Excess** (the larger) will apply.

### Property

**We** will settle a claim for **Damage** to property on the following basis by payment or, at our option, by replacement, reinstatement or repair, subject to any relevant monetary limit specified in this Section.

(i) **Money**: Payment of the amount of **Money** lost.

(ii) Other Property: The cost of repair or of replacement as new at current prices if an item is totally lost or destroyed, less a deduction for any depreciation and wear and tear.

For the purpose of any claim settlement replacement, reinstatement or repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

### Personal Accident: Assault

**We** will settle a claim for benefit by payment of the relevant amounts specified in this Section.

Payment for temporary total disablement will be made at the end of each consecutive four week period of disability.

## Complaints Procedure

As a mutual organisation we exist solely for our Members. We make sure we treat our Members fairly and honestly and always seek to give you an excellent service at all times.

Giving our Members the best possible service is important to us and if there are occasions when we have not met these high standards, we want you to tell us.

### **Making a complaint to Cornish Mutual Assurance Company Ltd**

Your feedback is valuable to us and can help to improve our service. If you have a complaint, please let us know by writing to our Insurance Director using the details below.

The Cornish Mutual Assurance Company Ltd.

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

E-mail: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk)

However, your complaint does not have to be in writing. If you prefer to call us then please contact us by telephone on: 01872 277151

### **Responding to your complaint**

Once you have contacted us, we will acknowledge your complaint within five working days and let you know the details of who is handling your complaint.

### **Resolving your complaint**

We strive to deal with all complaints fairly. Once we receive your complaint we will resolve it as quickly as possible, we aim to provide you with a formal response within 20 working days. If we don't resolve your complaint in this time we will write to you to let you know why and when we expect to send you our final response.

If we are unable to resolve your complaint within eight weeks from the date the complaint is received by us or agents acting on our behalf or if you are unhappy with the response we give, you may contact the Financial Ombudsman Service (FOS) to let them know.

### **Their contact details are:**

Exchange Tower, London E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

You can text the Financial Ombudsman Service on 07860 027 586 and they will call you back, but please don't send any account numbers or bank details by text – the Financial Ombudsman Service will sort that out later.

Our response to your complaint will always provide you with a leaflet explaining The Financial Ombudsman Service.

If the complaint cannot be dealt with by the FOS, it may be referred for independent arbitration as explained in the Claims Conditions section of this policy. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

## Data Protection – Information Uses

For the purposes of the General Data Protection Regulation, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

Below you will find a summary of the key elements of our Privacy Policy describing how we use the personal data you supply to us. For a full copy of the Privacy Policy please visit our website at [www.cornishmutual.co.uk/privacy-policy](http://www.cornishmutual.co.uk/privacy-policy) or you can contact us to request a copy.

### What information we collect

In order to assess the terms of the insurance contract or administer claims which arise, we collect personal information such as your full name, address and date of birth. We also collect sensitive personal information only where necessary such as your health conditions or criminal convictions.

We may also collect information from sources such as social media, third party databases available to the insurance industry, loss adjusters or other suppliers appointed in the process of handling a claim.

### Using and sharing your data for insurance administration purposes

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our reinsurers and associated service providers such as vehicle breakdown, home emergency or legal advisors. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes. Your information may also be used for offering renewals, research and statistical purposes and crime prevention.

Your information may be passed on to other parties where this is necessary to help deal with your claim or allow you to benefit from additional services such as vehicle breakdown, home emergency, credit hire, vehicle repairs or legal advice. Where we discuss your claim with other insurers we will only disclose the necessary information. Cornish Mutual or its agents may undertake checks against publicly available information (such as county court judgments, bankruptcy orders or repossessions).

### Using and sharing your data for marketing and marketing research purposes

The Cornish Mutual Assurance Co. Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you.

We may also send your data to a market research company to enable independent research to improve our service to you. This will not be used to promote services of other companies or third parties. Your information may also be disclosed and used for these purposes after your policy has lapsed.

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk).

### Accessing your data

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

You can find full details of this process on our website.

In specific circumstances, you may make a request to have your personal data erased. There are reasons why a request may not be upheld, such as:

- You may want to make a future claim, so we need to be able to find your records.
- Insurance companies share data about policies and claims to prevent fraud.

If you would like to access or erase your personal data please contact us at Cornish Mutual on 01872 277151 or [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) or by writing to CMA House, Newham Road, Truro TR1 2SU.

### Fraud Prevention

To prevent and detect fraud, insurers pass information to other organisations, fraud prevention agencies, databases and public bodies including the police. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we may pass on this information.





**Head office:** CMA House, Newham Road, Newham, Truro, Cornwall TR1 2SU  
Tel: 01872 277151

email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk)  
[www.cornishmutual.co.uk](http://www.cornishmutual.co.uk)

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

**CC OCT 2022**



**Cornish Mutual**  
Farming Insurance Experts

