

Allianz Global Corporate & Specialty

# Insurance policy

## Association of Racing Drivers Schools (ARDS) and ARDS licensed instructors

### Motorsport Insurance Policy Endorsement

Allianz Global Corporate & Specialty SE (herein called the Company) and the **Named Insured** (as named in the Schedule) agree:

The Company will indemnify or otherwise compensate the **Named Insured** in accordance with and subject to the terms and conditions of this Policy, in consideration of the payment to the Company of the premium for the Period of Insurance.

Provided that this Policy shall not be in force unless it has been signed by an authorised official of the Company.



Brian Kirwan  
Chief Executive Officer UK

Signed for and on behalf  
of the Company

Allianz Global Corporate & Specialty is the UK branch of Allianz Global Corporate & Specialty SE, Königinstrasse 28, 80802 München, Germany.  
UK Branch registered office: 60 Gracechurch Street, London EC3V 0HR.  
Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht.

Allianz 

# TABLE OF CONTENTS

## General Definitions

### Extension Applicable to all sections of the policy

#### Section 1 – Property Damage

Definitions

Cover

Special Conditions

Extensions

Conditions

#### Section 2 – Business Interruption

Definitions

Cover

Extensions

Conditions

### Exclusions attaching to and forming part of Section 1 Property Damage and Section 2 – Business Interruption.

#### Section 3 – Money / Personal Accident

Definitions

Cover

Extensions

Conditions

#### Section 4 – Goods In Transit and All Risks

Definitions

Cover

Extensions

Exclusions

Conditions

#### Section 5 – Employers Liability

Definitions

Cover

Extensions

Exclusions

Conditions

#### Section 6 – Public and Products Liability Section

Definitions

Cover

Extensions

Exclusions

### General Exclusions (applicable to the Whole Policy)

**General Conditions (Applicable to the whole policy unless stated to the contrary)**

**Premium Payment Condition**  
**Employers Liability Tracing office**  
**Appendix 1**  
**Complaints Handling Procedures**

## ENDORSEMENT SCHEDULE

**Policy No:** GBT004346230

---

**Insured:** Association of Racing Drivers Schools (ARDS) and ARDS licensed instructors

**Address:** Castle Combe Circuit  
Castle Combe  
Chippenham  
Wilts  
SN14 7EY

**The Business:** Delivery of driver instruction and governance of ARDS instructor licensing scheme

---

### Period of Insurance

**From:** 00:01 – 1<sup>st</sup> January 2023  
**To:** 23.59 – 31<sup>st</sup> December 2023 both dates inclusive GMT

---

### Endorsement Premium

**Annual Premium:** GBP 3,000.00

**IPT:** GBP 360.00

**Annual Payable:** GBP 3,360.00

---

### Endorsement Narrative

There were a total of 637 members by year end, whereas renewal was based on 525 members.

Endorsement covers the additional premium for the additional 112 members.

---

---

**The Premises**

Location 1: Castle Combe Circuit, Castle Combe, Chippenham, Wilts, SN14 7EY

Location 2: Various circuits as specified in this Document

---

---

**Public and Products Liability Section**

Any one Occurrence during the Period of Insurance in respect of Public Liability GBP10,000,000

**Employers Liability Section**

Any one Occurrence during the Period of Insurance GBP10,000,000

Any one Occurrence during the Period of Insurance in respect of Terrorism GBP5,000,000

---

---

**Excess**

**Public and Products Liability Section**

Each and every Loss: GBP 500

---

---

**Broker :**

Towergate Insurance brokers, Warwick

**Insured Companies**

Association of Racing Drivers Schools (ARDS)  
ARDS licensed instructors

**Noted Interests**

None Declared

---

**Endorsements Applicable**

**Exclusions**

This insurance does not apply to:

**Communicable Disease**

- I. It is understood and agreed that this policy does not cover any loss caused directly or indirectly, contributed to by or attributable to a Communicable Disease or fear or threat of a Communicable Disease.

Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

Subject otherwise to the terms and conditions of the Policy.

**Renewal Guarantee Clause**

It is noted and agreed that the policy will be offered for renewal, subject to this policy or associated Personal Accident Policy claims experience (including reserves and paid claims) not exceeding 40%

Amendments to exposures will generate additional or return premiums based on the expiring rating structure

Subject otherwise to the terms and conditions of the Policy



### **Tuition Endorsement**

Public and Products Liability Section Exclusions applying to section 6 – Public and products liability ‘Advice and Design’ is deemed to be deleted and the following substituted:

The company shall not be liable to indemnify the Insured in respect of liability arising out of:-

- a) Advice, designs, plans, formulae or specifications
- b) Omission to perform a professional duty

Provided for a fee or in circumstances where a fee would normally be charged unless Bodily Injury or Damage was caused by or was arising from any tuition or advice given by or on behalf of the Insured to the Named Insured's clients or member in the normal course of the Business and provided that such tuition instruction or advice is given by a suitably qualified Employee or if not suitably qualified the Employee is under the direct supervision of a suitably qualified Employee.

Subject otherwise to the terms and conditions of the Policy.

### **Motorsports Conditions**

It is a condition precedent to liability that you ensure that:

- a) No participant who is intoxicated is allowed to partake in any insured activity
- b) The track is controlled at all times during all insured activities
- c) Participants wear helmets, gloves, and overalls where deemed appropriate
- d) Adequate first aid and medical facilities are kept available for use

We shall not be liable in respect of

- a) bodily injury to track marshals or caused by one participant to another during any insured activity
- b) Damage occurring to the road, track, circuit or other race surface or any equipment or circuit furniture whether hired or otherwise used for the purpose of the insured events

For the purposes of this endorsement, the following definitions apply

Participant - Any rider, passenger, driver, co-driver or navigator or any other person who has been granted permission to enter a restricted area.

Official - Any person appointed by you to carry out official duties during insured activities

Restricted Area - Any area requiring authorised or permission to enter or any area where admission by spectators is prohibited including but not limited to the racing surface and pit area

## Cyber Liability

### I. Exclusion

The insurance provided by this policy does not cover any loss, damage, fees, costs, charges, expenses and/or liability arising directly or indirectly out of, or in any way related to any **cyber event**.

### II. New Definition

#### A. **Cyber Event** means any:

1. Damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of data. Data includes but is not limited to, personal information in any form;
2. Loss, theft or unauthorized disclosure of personal information (personal data) or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing);
3. Unauthorized access to or use of any personal information (personal data) or confidential information other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) occurring in the **company's computer system**;
4. Non-physical and technological failure of computer system security or other technological security measures aimed at protecting data in any format;
5. Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the **company's computer system**; and/or
6. Breach of laws and regulations pertaining to privacy and resulting from items 1., 2., 3., 4., and 5., above.

- B. **Company's computer system** means a computer system leased, owned or operated by or which is made available or accessible to the insured company for the purpose of storing and processing the insured company's electronic data or software.

Subject otherwise to the terms and conditions of the Policy.

## Vehicle damage exclusion

Insurance cover provided by ARDS does NOT extend to include any damage to the vehicles being used during instruction. It is the responsibility of the vehicle owner/event organiser to arrange "On Track" Accidental Damage cover as required.

Subject otherwise to the terms and conditions of the Policy

## **ARDS Racing schools and approved venues**

The following venues are noted and approved for use under this policy.

### ARDS Racing Schools

- Anglesey Performance Driving School
- Castle Combe
- Goodwood Motor Circuit
- Kirkistown Race School
- Knockhill Racking Drivers School
- Motorsport Vision – Brands Hatch, Cadwell Park, Oulton Park, Snetterton and Donington Park
- Silverstone Experience Centre
- The Motorsports School – Mallory Park
- Thruxton Motorsport Centre incorporating Croft Circuit and Pembray Circuit

### ARDS Approved Venues

- Millbrook Proving Ground
- MIRA
- Bedford Autodrome
- Prestwold Hall
- 3 Sister Racing Circuit
- Blyton Park
- Bruntingthorpe
- Hethel
- Llandow Circuit

Any other venue will need to be approved by the Company prior to use.

Subject otherwise to the terms and conditions of the Policy.

---

---

**Public and Products Liability Section**

Limit of Indemnity

GBP 10,000,000

---

---

**Employers Liability Section**

Limit of Indemnity GBP 10,000,000

Manual and Clerical Wageroll GBP 50,000

---

## GENERAL DEFINITIONS APPLYING TO THIS POLICY

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

Additional definitions are stated in the Section Wordings.

**Additional Insureds** means

- a. any **Principal** for whom the Insured is carrying out work, productions and/or services Insured under this Policy and which are under contract or agreement against liability arising out of the performance of such work by the **Named Insured** and in respect of which the **Named Insured** is legally liable and would have been entitled to indemnity under this Policy if the **Claim** had been made against the **Named Insured** but only to the extent required by the terms and conditions of such contract.
- b. if the **Named Insured** so requests any partner director or **Employee** of the **Named Insured** against liability incurred in such capacity and in respect of which the **Named Insured** would have been entitled to indemnity under this Policy if the **Claim** had been made against the **Named Insured** as though each partner director or **Employee** was individually named as the Insured in this Policy and provided that no indemnity will be provided to any medical or dental practitioner while working in a professional capacity as such a practitioner
- c. if the **Named Insured** so requests any officer or committee member or other member of the **Named Insured's** canteen social sports or welfare organisations or ambulance first aid fire medical or security services against liability incurred in such capacity
- d. the personal representatives of any party constituting the **Named Insured** or any Additional Insured against legal liability in respect of which such party would have been indemnified under this Policy
- e. if the **Named Insured** so requests, any third party but only in respect of **Claims** directly and solely caused by actions of the **Named Insured** and only in respect of work, productions and/or services Insured under this Policy which are under contract or agreement against liability arising out of the performance of such work by the **Named Insured** and in respect of which the **Named Insured** is legally liable and would have been entitled to indemnity under this Policy if the **Claim** had been made against the **Named Insured** but only to the extent required by the terms and conditions of such contract.

**Claim(s)** means

a written demand to the **Named Insured** by a person or organisation for compensation damages money or services in respect of any matter which may be the subject of indemnity under this Policy and shall include the notification to the **Named Insured** in writing of any circumstance which may be the subject of indemnity under this Policy.

**Computer Virus** means

a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to “trojan horses“, “worms“ and “time or logic bombs“.

**Consequential Loss** means

loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises solely in consequence of Damage.

**Damage** means

sudden accidental direct physical loss or destruction of or damage to the Property Insured.

**Electronic Data** means

facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and such facts concepts and information shall include programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Employee** means

- a. any person under a contract of service or apprenticeship with the **Named Insured**
- b. any of the following persons whilst working for the **Named Insured** in connection with the Business
  - i. any labour master or labour only subcontractor or person supplied by him
  - ii. any self-employed person
  - iii. any person who is borrowed by or hired to the **Named Insured** including persons on secondment from overseas countries
  - iv. any trainee or person undergoing work experience
  - v. prospective **Employees** being assessed by the **Named Insured** as to their suitability for employment
  - vi. any voluntary helper.

**Named Insured** means

the **Named Insured** as stated in the Policy Schedule and the Additional Insureds

**Maximum Aggregate Contribution** means

the maximum amount to be borne by the Insured during any Period of Insurance in respect of those Excesses to which it is specified in the Policy Schedule that the **Maximum Aggregate Contribution** for the relevant Section applies.

**North America** means

the United States of America its territories and possessions Puerto Rico and Canada

**Occurrence** means

any one **Occurrence** or all **Occurrences** of a series consequent on or attributable to one source or original cause

**Offshore Installation** means

- a. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c. any pipe or system of pipes in or under the sea or tidal waters
- d. any wind energy installation in the sea or tidal waters
- e. any installation in the sea or tidal waters which is intended to provide accommodation for persons who work on at or from the locations specified in Definition a. b. c. or d. above

**Offshore Operations** means

- a. the ownership or operation of
- b. travel (from the time of embarkation onto any vessel or aircraft for conveyance to an **Offshore Installation** until disembarkation onto land upon return from such **Offshore Installation**) to or from
- c. work or attendance on

any **Offshore Installation**.

**Pollution and Contamination** means

- a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b. any **Occurrence** directly or indirectly caused by or arising out of such pollution or contamination.

**Principal** means

any party (other than a director partner or **Employee** of the **Named Insured**) with whom the **Named Insured** has entered into a contract in the course of the Business

**Products** means



any goods or other property (including containers, packaging, instructions for use and labels) sold supplied manufactured constructed processed delivered installed erected repaired altered handled stored transported treated or tested by the **Named Insured** in connection with the Business and not in the Insured's charge or control.

**Property Damage** means

physical loss or physical destruction of or physical damage to material property other than **Electronic Data**

**Unoccupied** means

Any premises owned leased rented occupied or controlled by the **Named Insured** that is empty or not in use for a period of 30 days or more

## **EXTENSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY**

All extensions are subject to the terms conditions and exclusions of this Policy.

### Capital Additions and New Acquisitions

The insurance includes in so far as the same are not otherwise Insured:

- A. any newly acquired Premises or newly erected buildings, machinery and plant at existing Premises including any premises of any newly acquired subsidiaries of the Insured provided that such subsidiaries undertake business of a substantially similar nature to the Business of the Insured ; and
- B. alterations, additions and improvements to buildings, machinery and plant but not any appreciation in value

Provided that

- 1. the Company's liability shall not exceed the Sublimit as stated within this Policy;
- 2. this extension shall not apply to any Property Insured in any territory not previously declared to and agreed by the Company; and
- 3. the Insured undertakes to give particulars as soon as practicable but in any case within three months of the date of commencement of the Company's liability and before the expiry of the Period of Insurance and to pay an additional premium on demand.

## **GENERAL PROVISIONS FOR SECTION 1 – PROPERTY DAMAGE**

### **DEFINITIONS APPLICABLE ONLY TO THIS PROPERTY DAMAGE SECTION**

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears in this Section only.

Additional definitions are stated elsewhere in General Definitions Applying to This Policy

#### **Property insured** means

Material property as described below comprising Buildings Contents or Stock and Materials in Trade at the Premises described in the Schedule or Specification.

#### **Buildings**

The buildings at the Premises described in the Schedule and including

- i. landlords' fixtures and fittings;
- ii. outbuildings;
- iii. walls, gates and fences;
- iv. piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of the Insured's responsibility; and
- v. yards car-parks roads and pavements.
- vi. Fixed glass and signage
- vii. Canopies and temporary fixed structures

#### **Contents**

Machinery plant and all other contents belonging to the Insured or held by them in trust for which they are responsible (other than landlords fixtures and fittings and Stock and Materials in Trade and other property more specifically Insured by this Policy) whilst in or on the Buildings including:

- i. tenants' improvements, alterations and decorations;
- ii. contents in open yards;
- iii. contents of outbuildings;
- iv. money and stamps (including National Insurance stamps) for an amount not exceeding £500 in total;
- v. documents, manuscripts and business books but only for the cost of the materials and clerical labour expended in reproducing such records;

- vi. patterns, models, moulds, plans or designs;
- vii. and in so far as they are not more specifically Insured,
- viii. **Employees'** directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding £500 in respect of any one person.
- ix. Motor Vehicles and trailers owned by the **Named Insured**
- x. Customers goods and vehicles in the custody and control of the Insured
- xi. Fuel stock

#### Stock and Materials in Trade

Stock and materials in trade belonging to the Insured or held by them in trust for which they are responsible whilst in the Buildings or in open yards

#### **Rent** means

1. Rent payable shall mean periodic payments including service charges made by the Insured for the lease of buildings not belonging to the Insured.
2. Rent receivable shall mean periodic payments including service charges made to the Insured for the lease/sub lease of buildings belonging to or leased by but not occupied by the Insured.

In each case the insurance on Rent applies only if the said building or any part thereof is unfit for occupation in consequence of its **Damage** and then the amount payable shall not exceed the proportion of the Rent equivalent to the time necessary for reinstating the **Damage** sustained.

#### **Note: Designation of Property**

For the purpose of determining where necessary the column, item or heading under which any property is Insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books of account.

#### **Earthquake** means

1. earthquake and any subsequent **Damage** but only if caused directly by earthquake; and
2. volcanic eruption meaning the eruption explosion or effusion of a volcano.  
but excluding Flood

#### **Earthquake Shock** means

1. earthquake shock excluding any subsequent **Damage** caused by fire or explosion resulting therefrom; and
2. volcanic eruption meaning the eruption explosion or effusion of a volcano.

#### **Storm** means

Storm windstorm hurricane tornado tempest and typhoon including subsequent **Damage**

caused by water that backs up from a sewer or drain as a direct result thereof but excluding Flood.

**Flood** means

The escape of water from its normal natural or artificial confines (other than tanks apparatus or pipes) or inundation from the sea including tidal wave and tsunami.

**Declaration of Values and Average** means

At the inception of each period of insurance the **Named Insured** undertakes to declare to the Company the total value at risk in respect of each of the following categories:

- (1) Buildings;
- (2) Contents;
- (3) Stock and Materials in Trade; and
- (4) Any other Property Insured.

If the actual values arrived at in respect of any of the above categories (1), (2), (3) and (4) above at the time of the **Damage** exceed the corresponding total values declared for each of the above categories in respect of each separate category, the liability of the Company shall be reduced in the proportion that the values declared bear to the said actual values.

**Specified event** means

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, **earthquake, storm, flood**, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

## COVERS PROVIDED BY THIS PROPERTY DAMAGE SECTION

This Section insures against all risks of **Damage** which occur during the Period of Insurance (or any subsequent period for which the Company accepts a renewal premium) and the Company will pay to the Named Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Company's option reinstate or replace such property or any part of such property subject to:

- A. the terms, definitions, exclusions, provisions and conditions of this Section; and
- B. payment of the first or any subsequent premium

The Company's liability under this Section shall not exceed:

- A. in the whole the lesser of the total sum Insured as declared to the Company or in respect of any item its sum Insured or any other sublimit or limit of liability stated in the Schedule or Section at the time of the **Damage**
- B. the sum Insured (or limit where expressed as an aggregate) remaining after deduction for any other **Damage** occurring during the same period of insurance, unless the Company has agreed to reinstate any such sum Insured (or limit)

### Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should **Electronic Data** processing media Insured by this Section suffer **Damage**, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such **Damage**, including the cost of reproducing any **Electronic Data** contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed the Sublimit as stated in the Schedule in respect of any one loss, incurred by the Insured in recreating, gathering and assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Section does not insure any amount pertaining to the value of such **Electronic Data** to the Insured or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

### Reinstatement Conditions (Day One Non-Adjustable Basis)

- A. Subject to the following special conditions the basis upon which the amount payable in respect of **Property Insured** (except stock and materials in trade) is to be calculated shall be the reinstatement of the property lost destroyed or damaged.

For this purpose "reinstatement" means:

- a. the rebuilding or replacement of property lost or destroyed which, provided the Company's liability is not increased, may be carried out:
  - i. in any manner suitable to the requirements of the Insured; and
  - ii. upon another site;

or

- b. the repair or restoration of **Property Damaged**;

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

- B. The Insured having stated in writing the Declared Value in respect of the **Property Insured** (except Stock and Materials in Trade), the premium has been calculated accordingly.

"Declared Value" means the Insured's assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph a. at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, to the extent that the insurance by the item provides, due allowance for:

- a. the additional cost of reinstatement to comply with Public Authority or equivalent requirements;
- b. professional fees; and
- c. debris removal costs

## **SPECIAL CONDITIONS APPLYING TO THIS PROPERTY DAMAGE SECTION**

1. At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the **Property** Insured (except Stock and Materials in Trade). In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
2. If at the time of **Damage** the Declared Value of the property covered by the **Property Insured** (except Stock and Materials in Trade) is less than the cost of reinstatement (as defined by paragraph B above) at the inception of the Period of Insurance then the Company's liability for the **Damage** shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement.
3. The Company's liability for the repair or restoration of **Property Damaged** in part only shall not exceed the amount which would have been payable if such property had been wholly destroyed.
4. No payment beyond the amount which would have been payable in the absence of this Reinstatement Condition shall be made:
  - a. unless reinstatement commences and proceeds without unreasonable delay;
  - b. until the cost of reinstatement has actually been incurred;
  - c. if the Property Insured at the time of its suffering **Damage** is Insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
5. All the terms and conditions of this Section shall apply:
  - a. to any **Claim** payable under the provisions of this memorandum except where they are expressly varied by its terms; or
  - b. where **Claims** are payable as if this memorandum had not been incorporated except that the Sum(s) Insured shall be limited to 107.5% of the Declared Value(s).
6. The sum Insured for the property covered by the **Property** Insured (except Stock and Materials in Trade) shall be calculated by multiplying the Declared Value by 115% (the Day 1 uplift)

### **Reinstatement of Loss**

In consideration of the Insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance subject to the Company's liability not exceeding the limit of liability in force immediately prior to the loss.



## EXTENSIONS APPLYING TO THIS PROPERTY DAMAGE SECTION

All extensions are subject to the terms conditions and exclusions of this Policy.

### Architects' and Surveyors' Fees

The insurance by this Section includes Architects' Surveyors' Legal and Consulting Engineers' Fees.

The insurance on Fees applies only to those fees necessarily and reasonably incurred in the reinstatement or repair of Property Insured consequent upon its suffering **Damage** but not for preparing any **Claim**.

The Company's liability shall not exceed the Sublimit as stated within the Schedule.

### Computer Breakdown

Notwithstanding anything contained in Exclusion 3(f) to Sections 1 – Property Damage and Section 2 – Business Interruption, the insurance by this Section is extended to apply in respect of **Damage** and **Consequential Loss** to any Computer Installation resulting from the Machinery Breakdown of any part of such property which necessitates its repair or replacement before normal operation can be resumed. The cover by this extension shall exclude:

- A. **Damage** to any Computer Installation for which there is no guarantee, maintenance, rental, hire or lease agreement in force providing a minimum service of on-call remedial or corrective maintenance at inclusive cost
- B. Any cost of repair or remedy which is recoverable under such guarantee, maintenance, rental, hire or lease agreement
- C. **Damage** due to or resulting from scratching of painted or polished surfaces

### Definitions

Machinery Breakdown:

- a. the actual failure breaking distortion or burning out of any part of the **Property Insured** whilst in use arising out of:
  - i. mechanical or electrical defects in such **Property Insured**
  - ii. failure or fluctuation of electricity supply
  - iii. **Damage** caused by the error or omission of the operator(s) of such **Property Insured** other than in respect of any failure to maintain
- b. derangement of any part of a Computer Installation arising from either mechanical or electrical defects in a Computer Installation causing sudden stoppage of the functions of a Computer Installation

Computer Installation

- a. all computer equipment (including interconnecting wiring fixed disks and telecommunications equipment) used for the storage and communication of electronically processed data
- b. ancillary equipment solely for the use with the computer equipment comprising air

conditioning equipment generating equipment uninterruptable power supply voltage regulating equipment temperature and humidity recording equipment electronic access equipment heat smoke and water detection equipment lightning and transient overvoltage protection devices

- c. programs or information stored upon fixed disks
- d. all current and backup computer records (excluding fixed disks and paper records of any description) incorporating stored programs or information thereon

The liability of the Company in respect of any one loss shall not exceed the applicable Sublimit as stated within the Schedule

### **Damage to the Premises**

In respect of buildings for which the Insured is not responsible to arrange insurance this Section will cover costs and expenses for which the Insured is responsible provided such costs and expenses are necessarily incurred in repair of damage to the Premises following theft or hold-up including the cost of temporary boarding-up and making good.

### **Employee Tools and Personal Effects**

Personal effects excluding motor vehicles belonging to directors, partners, customers, visitors and employees for an amount not exceeding £5000 for any one person whilst the property is on the premises or whilst such persons are working or travelling in connection with the business if not more specifically insured.

### **European Community And Public Authorities** (Including undamaged portions)

Subject to the following special conditions the insurance by this Section applying to Buildings and Contents extends to include such additional costs of reinstatement as may be incurred solely by the reason of the necessity to comply with the stipulations of:

- 1. European Union Legislation; or
- 2. Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Public Authority

(hereinafter referred to as the "Stipulations") in respect of the **Property** Insured which has suffered **Damage** excluding:

- A. the cost incurred in complying with the Stipulations
  - i. in respect of **Damage** occurring prior to the granting of this extension;
  - ii. in respect of **Damage** not Insured by this Section; and/or
  - iii. under which notice has been served upon the Insured prior to the happening of the **Damage**
- B. the additional cost that would have been required to make good the property which has suffered **Damage** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- 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 it by reason of compliance with the Stipulations.

### **Exhibitions (Including Transit)**

The insurance by this Section extends to provide not more than 30 days insurance in respect of any one Exhibition against **Damage** not otherwise excluded of or to the undernoted property while at the site of any demonstration, exhibition, trade fair or show anywhere within the Territorial Limits and while in transit thereto or therefrom by road, rail or inland waterway.

Provided that the Company shall not be liable in respect of:

- A. breakage of clocks, scientific instruments, china, glass, marble, earthenware, pictures, articles of vertu or goods of a fragile or brittle nature, unless such breakage is caused by fire or theft or collision or overturning of the vehicle on or in which such property is being conveyed
- B. **Damage** caused by:
  - i. any process of cleaning or repair
  - ii. atmospheric or climatic conditions when the property is contained in open conveyances or when the property is at any Exhibition held in the open or in marquees or tents
- C. **Damage** to:
  - i. machinery due to its own running or operation
  - ii. property contained in any vehicle when left unattended

**Damage** insured by this extension will be deemed to be an Incident for the purposes of Section 2- Business Interruption

The Property - Exhibits, stands, marquees, furniture, furnishings, display materials, office equipment and other similar property on the stand for the purpose of the exhibition, all the property of the Insured or for which the Insured is responsible.

The liability of the Company in respect of any one loss shall not exceed the applicable Sublimit as stated within this Policy

### **Locks And Keys**

This Section extends to include the cost of replacing locks or lock mechanisms, keys, key cards and remote control transmitters necessary to maintain the security of The Premises, Vehicles and any safe or strongroom against access following theft of keys, key cards or remote control transmitters by force and violence (or threat thereof against any partner director or Employee of the Named Insured) for an amount not exceeding £10,000 any one occurrence of theft.

The maximum the Insurer will pay for all losses of theft occurring during one Period of Insurance is £50,000.

### **Theft of building parts**

This section extends to include loss of or damage to

- a) the external fabric of buildings as a result of theft or attempted theft

- b) **property insured** as a result of rainwater entry following theft or attempted theft of the external fabric of the building.

This extension does not apply to

- a) any building which is **unoccupied** for a period in excess of 30 days
- b) the first £500 of each loss after average has been applied.

## **CONDITIONS APPLYING TO THIS PROPERTY DAMAGE SECTION**

1. 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 **Damage** or within such further time as the Company may (during the said 12 months) allow and may be carried out upon another site (if the Stipulations so necessitate) subject to there being no resulting increase in the Company's liability.
2. If the Company's liability under this Section or any item of the Section shall be reduced by the application of any of the terms and conditions of the Section (other than as a result of this extension) then the Company's liability under this extension in respect of that item shall be reduced in proportion.
3. The total amount recoverable under any item of the Section in respect of undamaged portions of the Property Insured which has suffered **Damage** shall not exceed
  - a. 15% of its Sum Insured; or
  - b. Where the Sum Insured by the item applies to property at more than one Premises 15% of the total amount for which the Company would have been liable had the Property Insured by the item at the Premises where **Damage** has occurred been wholly destroyed.
4. The total amount recoverable under any item of the Section shall not exceed its Sum Insured

### **Additional Interests**

The interest of parties supplying property to the Insured under hiring, leasing or similar agreement is noted in the insurance on Contents, the nature and extent of any such interest to be disclosed in the event of **Damage** other than by an excluded cause.

### **Alteration**

This Section shall be avoided with respect to any of the Property Insured in regard to which there is any alteration after the commencement of this insurance:

- A. by removal; or
- B. which results in a material increase in the risk of **Damage**; or
- C. which results in the interest of the Insured ceasing other than by will or operation of law

unless admitted by the Company in writing.

### **Automatic Sprinkler Installations**

The Insured hereby undertakes in consideration of the discount and/or reduced rate granted for the automatic sprinkler installation(s) to set up a system of control addressing and to ensure that at all premises where an automatic sprinkler system has been installed:

1. a weekly test is made for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit (except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted -e.g. a ring circuit);

2. if there is any direct connection with an alarm receiving centre etc. a weekly test is made for the purpose of ascertaining the condition of the connection with the public fire station, central fire alarm receiving centre or public brigade control (unless the public brigade have given a written undertaking to carry out this test) and the relevant batteries;  

Note – where the circuit concerned is not continuously monitored this test must be made every working day.
3. There is a contract with LPCB or equivalent approved sprinkler servicing contractor providing for the maintenance of and half-yearly inspection of the installation and to obtain from them following each inspection certification that it is in satisfactory working order;
4. a weekly test is made for the purpose of ascertaining that the alarm gong is in working order, that the stop valves controlling the individual water supplies and the installation are fully open, that there are no visible leaks from the system and that all pressure gauge readings and all water levels for supplying the system are correct;
5. if the installation includes pump(s), a weekly test is made for the purpose of ascertaining that the said pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the diesel tank is full and the battery is fully charged, and that the completion of these tests is recorded. Each water supply pump should be tested at full flow conditions annually and records kept for review;
6. any defect disclosed by such tests or otherwise is promptly remedied;
7. notice is given to the Company before any installation is modified rendered inoperative or impaired, or as soon as reasonably practicable in the event of emergency. Notice is also given of any significant changes to the occupancy protected or the type of hazard protected;
8. the Company shall have access to the Premises at all reasonable times for the purpose of inspecting the sprinkler installation(s).

### **Canopies and Temporary structures**

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

1. such cover applies only insofar as the **Property Insured** is not otherwise insured
2. the values in respect of such Unspecified Premises shall have been included in the values declared and noted by the Company at the inception of the Period of Insurance

the liability of the Company shall not exceed the Sublimit as stated in this Policy.

### **Contracting Purchasers' Interest**

If at the time of the **Damage** the Insured has contracted to sell their interest in any building insured by this Section and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase (if and in so far as the property is not otherwise Insured against such **Damage** by them or on their behalf) shall be entitled to

benefit under this Section without prejudice to the rights and liabilities of the Insured or the Company until completion.

### **Contribution And Average**

If at the time of any **Damage** there is any other insurance (other than a Local Policy) effected by or on behalf of the Insured covering any of the property suffering **Damage** the Company's liability under this Section shall be limited to its rateable proportion of such **Damage**.

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

If any such other insurance is subject to any provision which excludes it from ranking concurrently with this Section either in whole or in part or from contributing rateably the Company's liability under this Section shall be limited to that proportion of the **Damage** which the Sum Insured under this Section bears to the value of the property.

### **Electrical Clause**

If any electrical plant or fittings are damaged by fire due to self-ignition, over-running, excessive pressure, short circuiting, self-heating or leakage of electricity, the Company shall not be liable for loss in respect of **Damage** to the particular piece of plant or fitting which has caused the fire but it shall be liable for loss in respect of any other plant or fittings damaged or destroyed in consequence of the fire.

### **Fire And Security Alarms**

The Insured hereby undertakes to set up a system of control to address and to ensure that all installed fire and security alarms are:

- A. kept in full working order (including where relevant compliance with the maintenance and checking requirements on the completion certificate ) and maintained under contract with an approved servicing contractor or as agreed with the Company; and
- B. tested and set in their entirety whenever such part or parts of the site are unoccupied or are not attended by any person authorised by the Insured to be responsible for the security of the site

and to

- (1) record details of all events such as alarm faults tests maintenance and disconnections and keep such details available for examination by the Company's representatives; and
- (2) Notify the Company immediately if the Insured receives notification from a police or other authority that they may be withdrawing response to alarm calls or of failure of the telecommunication lines used to transmit the alarm signal from the site or of any disconnection or failure of the alarm installation likely to leave any area unprotected for 12 hours or more.

Subject to the observance of the above undertaking, this Section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the Insured.

### **Fire Extinguishers And Sprinklers**

The Company will pay the reasonable costs incurred by the Insured in refilling fire extinguishing appliances and replacing sprinkler heads solely in consequence of **Damage** by a **Specified Event** .

### **Inadvertent Betterment**

1. In the event that new property of the like kind and quality is not obtainable, new property which is substantially similar to that lost, damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of the like kind and quality and in no event shall this be considered betterment to the Insured.
2. In the event of replacement with new property, the Company will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between:
  - A. New equipment installed to replace lost, damaged or destroyed equipment and
  - B. Undamaged existing equipment at the same or an interdependent location;provided that:
  - i. **Damage** was directly caused by a peril insured against
  - ii. the Company shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the **Damage**.
3. Furthermore, the Company shall be liable for only the difference between:
  - A. The highest sales value of the undamaged existing equipment at the same or interdependent location,and
  - B. The installed cost of the technologically current equipment.
4. For the purposes of the application of any Deductibles the **Damage** and the necessity to replace incompatible equipment shall be regarded as one occurrence.

### **Mortgagee**

The interest of a mortgagee in the Insurance by this Section shall not be prejudiced by any act or neglect of the mortgagor or occupier of any building hereby Insured whereby the risk of **Damage** is increased without the authority or knowledge of the mortgagee provided the mortgagee immediately on becoming aware thereof shall give notice to the Company and pay any additional premium as the Company may require.

### **Motor Vehicles**



Notwithstanding Exclusion 13a of the exclusions attaching to and forming part of Section 1 - Property Damage and Section 2 - Business Interruption, this Section extends to cover **Damage** to motor vehicles owned, hired, loaned or leased for the purposes of the Business and customers' vehicles in the custody and control of the Insured whilst situate at the Premises.

The Company's liability under this Extension shall not exceed the applicable Sublimit as stated in the Schedule

### **Motor Vehicle Keys condition**

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

### **Obsolete Buildings**

The basis of settlement in the event of **Damage** to any of the **Property Insured** which the Insured shall have stated to be obsolete and/or unsuitable for their current purpose shall be:

1. the cost of repairing the **Damage** or
2. the cost of either
  - A. purchasing a building (excluding the value of the site) or other property similar to that which is damaged or
  - B. replacing with the modern equivalent of such property providing facilities comparable with the property damaged

whichever is the less.

All such costs and values shall be suitably adjusted to allow for the additional expense of complying with any Public Authority requirements as included within this Section.

### **Removal Of Debris**

The insurance by this Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- A. removing debris;
- B. dismantling and/or demolishing; and/or
- C. shoring up or propping;

of that portion or portions of the property affected by the **Damage**

The Company will not pay for any costs or expenses:

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to it; or

2. arising from **pollution** or contamination of property not Insured by this Section.

The Company's liability shall not exceed the Sublimit as stated within this Policy

### **Temporary Removal**

The property Insured by this Section (other than Stock and Materials in Trade if Insured) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same premises or to other premises including whilst in transit all within the Territorial Limits.

The Company's liability shall not exceed the Sublimit as stated within this Policy

This extension does not apply:

(i) to property in so far as it is otherwise Insured

(ii) in respect of losses arising elsewhere than at the premises from which the property is temporarily removed, to vehicles licensed for road use in so far as they are Insured by this Section.

### **Temporary Removal Of Documents**

If deeds and other documents (including stamps on them) manuscripts plans and writings of every description, books and other business records are included in the Property Insured by this Section, this insurance extends to cover such property for an amount not exceeding 10% of their total value whilst temporarily removed to any premises not in the Insured's occupation and in transit all within the Territorial Limits.

This extension does not apply to property which is otherwise Insured.

### **Unspecified Premises**

The cover by this Section extends to include **Damage** in respect of Fire, Lightning, Explosion and Aircraft only at any unspecified location used by the Insured provided that:

1. such cover applies only insofar as the **Property Insured** is not otherwise insured

and

2. the values in respect of such Unspecified Premises shall have been included in the values declared and noted by the Company at the inception of the Period of Insurance.

The liability of the Company shall not exceed the applicable Sublimit as stated in this Policy.

### **Workmen**

Workmen are allowed on the Premises for the purposes of making minor extensions or

alterations, maintenance and the like from time to time without prejudice to this insurance.

## **GENERAL PROVISIONS FOR SECTION 2 - BUSINESS INTERRUPTION**

### **DEFINITIONS APPLICABLE ONLY TO THIS BUSINESS INTERRUPTION SECTION**

Notes:

1. To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.
2. For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

#### **Incident**

Sudden accidental direct physical loss or destruction of or damage to material property used by the Insured at the Premises for the purpose of the Business.

#### **Indemnity Period**

The period beginning at the time of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Incident.

#### **Turnover**

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.

#### **Gross Profit**

The amount by which the sum of:

- A. the amount of the Turnover and the amounts of the closing stock and work in progress

shall exceed the sum of:

- B. the amounts of the opening stock and work in progress and the amount of the UnInsured Working Expenses.

UnInsured Working Expenses are:

1. Purchases (less discounts received);
2. Carriage, Packing and Freight;
3. Discounts allowed; and
4. Bad Debts.

Notes:

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

2. The words and expressions used in this definition (other than wages) shall have the meaning usually attached to them in the Insured's books and accounts.

**Estimated Gross Profit**

The amount declared by the Insured to the Company as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months).

**Rates Of Gross Profit**

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

**Standard Turnover**

The Turnover during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

Note:

Adjustments shall be made to the figures representing the Rate of Gross Profit and the Standard Turnover as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting or would have affected the Business had the Incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable results which but for the Incident would have been obtained during the relative period after the Incident.

## COVERS PROVIDED BY SECTION 2 - BUSINESS INTERRUPTION

This Section insures (subject to all the terms, definitions, limits, exclusions and conditions of this Section the Business carried on by the Insured at the Premises if it is interrupted or interfered with in consequence of an Incident during the Period of Insurance and the Company will indemnify the Insured in respect of the amount of loss resulting from such interruption or interference on the basis set out hereunder and each applicable Memorandum (if any)

Provided that:

A. at the time of the happening of the Incident either

this Policy provides cover under Section 1 – **Property Damage** for the interest of the Insured in the property at the Premises against such Incident;

or

cover for the interest of the Insured in the material property at the Premises is provided by another policy and the Incident would have been covered under Section 1 – **Property Damage** of this Policy had the property at the Premises been Insured under it as Property Insured;

and that:

- i. payment has been made or liability admitted for payment; or
- ii. payment would have been made or liability admitted for payment but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

B. the Company's liability under this Section shall not exceed in respect of Gross Profit 133.3% of the Estimated Gross Profit stated herein, in respect of any other item 100% of the Sum Insured (or any other limit of liability stated herein), nor in the whole the sum of 133.3% of the Estimated Gross Profit and 100% of the Sums Insured (or limits) by any other items, at the time of the Incident

C. in the absence of written notice by the Insured or the Company to the contrary the Company's liability shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

### Gross Profit

The insurance for Gross Profit is for loss of Gross Profit due to (A) Reduction in Turnover and (B) Increase in Cost of Working and the amount payable as indemnity shall be:

A. in respect of Reduction in Turnover - the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover solely in consequence of the Incident

B. in respect of Increase in Cost of Working - the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of reduction thereby avoided.

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

Provided that if 133.3% of the Estimated Gross Profit shall be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

In respect of B. above, to the extent that any additional expenditure is incurred which would be payable but for the fact that it is not incurred solely to avoid a reduction in Turnover as described above, it being also of other benefit to the Insured, or to a party other than those to whom the policy is issued, the admissible expenditure shall be apportioned between the parties in relation to the respective values at risk or benefits derived.

#### **Additional Increased Cost Of Working Memorandum**

The insurance under this Memorandum shall be the Additional Expenditure (in excess of the amount payable under paragraph B. of Gross Profit) necessarily and reasonably incurred during the Indemnity Period in consequence of the **Damage** or **Consequential Loss** for the purpose of maintaining the operations of the Business.

The Company's liability shall not exceed the Sublimit as stated within the schedule.

#### **Research And Development Costs Memorandum**

The insurance for Research and Development Costs is in respect of the total expenditure on research and development by the Insured at the Premises less the relative cost of raw materials consumed is limited to **Consequential Loss** in respect of (a) the Research and Development Costs and (b) Increase in Cost of Working and the amount payable as Indemnity shall be:

- A. In respect of Research and Development Costs - for each working week in the Indemnity Period during which the activities of the Business are, solely in consequence of the Incident:
- i. totally interrupted or totally given over to the reworking of projects affected by the Incident, the Insured Amount per week
  - ii. partially interrupted or partially given over to the reworking of projects affected by the Incident, an equitable proportion of the Insured Amount per week based upon the time rendered ineffective by reason of the Incident

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

and

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

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

The Company's liability shall not exceed the Sublimit as stated within this Policy.

### **Alternative Premises**

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

### **Departmental Clause**

If the Business is conducted in departments the independent trading results of which are ascertainable, the provisions of A. and B. of the item on Gross Profit shall apply separately to each department affected by the Incident.

### **Intergroup Dependency**

The insurance by this section is extended to include interruption to or interference with the Business in consequence of an Incident at any operation of the Insured not insured by this Policy resulting in interruption or interference at any of the Premises. Any such loss so resulting shall be deemed to be covered only if such loss would be covered if it had resulted from the same Incident at one of the insured Premises.

### **Payments On Account**

Payments on account may be made during the Indemnity Period, if desired, subject to any necessary adjustment at the termination of such period.



## **EXTENSIONS APPLYING TO THIS BUSINESS INTERRUPTION SECTION**

All extensions are, except as expressly varied therein, subject to the terms conditions and exclusions of the Policy.

Any loss as Insured by this Section resulting from interruption or interference with the Business in consequence of **Damage** at the undernoted situations or to property as undernoted shall be deemed to be an Incident provided that after the application of all other terms conditions and provisions of the Section the liability under this Extension in respect of any **Occurrence** shall not exceed the amount shown in the Schedule against such situations or property as the limit.

### **Contract Sites**

Any situation within the Territorial Limits not in the occupation of the Insured where the Insured is carrying out a contract

### **Denial of Access (Damage)**

Property in the vicinity of the Premises where **Damage** occurs which prevents the use of or access to the Premises, whether the Premises or property of the Insured in such Premises that are damaged or not, but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunication services **Damage** to which prevents or hinders the supply of such services.

In this instance vicinity shall be defined as within 1 mile of the boundary of the Insured's Premises.

### **Key employee cover**

Interruption to or Interference with the Business as a direct result of the Death or total disablement of thea Key Person as identified in the Schedule subject to the applicable Limit of indemnity stated in the Schedule.

### **Legionella**

The word Damage is extended to include

- (i) any discovery or suspicion of any organism at the Premises likely to result in the occurrence of Legionnaires disease

or

- (ii) an occurrence of Legionnaires' Disease at the Premises,

which causes restrictions on the use of the Premises on the order or advice of the competent Local Authority

Special Conditions

- A. Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or suspicion beginning with the date from which the restrictions on the Premises or premises are applied
- B. Maximum Indemnity Period shall be three months
- C. Premises shall mean only those locations stated in the Premises definition; in the event that the Policy includes an extension which deems loss destruction or damage at other locations to be Damage at the Premises such extension shall not apply to this Extension.
- D. The Company shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or suspicion.
- E. The insurance by this Extension includes
  - 1. costs and expenses necessarily and reasonably incurred in consequence of the Damage in respect of
    - i. cleaning and decontamination of the air-conditioning and/or water supply equipment
    - ii. removal and disposal of contaminated stock and a materials in trade at or from the Premises
    - iii. the value of contaminated stock and materials in trade necessarily and reasonably destroyed as a result of contamination at the Premises
- F. The Company's liability under this extension shall not exceed in the aggregate in the Period of Insurance the Sublimit as stated within the Schedule

### **Motor Vehicles**

Motor Vehicles of the Insured within the Territorial Limits elsewhere than at Premises in the occupation of the Insured

### **Patterns and Moulds**

Patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs, the property of the Insured or held by them in trust for which they are responsible, whilst at the premises of any machine makers, engineers, founders or other metal workers (excluding any premises wholly or partly owned by the Insured) or whilst in transit, within the Territorial Limits

### **Race Vehicles**

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

## **Royalties**

The insurance by the Gross Profit Item is extended to include Loss of Income to the **Named Insured** under royalty, licensing, fees or commission agreements between the Insured and another party resulting from any loss, damage or destruction to the property of the other party and which is not covered under any other insured clause in this Section. Such other party shall not be an Insured under this Section.

- i. If such loss occurs during the Period of Insurance, it shall be adjusted on the basis of actual loss sustained of such income referred to above, which would have been earned had no loss occurred.
- ii. Resumption of Operations – The Insured shall influence, as far as reasonably possible, the party with whom the agreement described above has been made to use any other Contents, Stock or Premises in order to resume business so as to reduce the amount of loss under this extension and the Insured shall co-operate with that party in every way to effect this, but not financially unless prior agreement has been obtained from the Company for such expenditure.
- iii. Experience of the Business – In determining the amount of income derived from the above for the purposes of ascertaining the amount of loss sustained, due consideration shall be given to the amount of income derived from such agreements before the date of loss and to the probable amount of income thereafter had no loss occurred.

The Company's liability under this extension shall not exceed the applicable Sublimit as stated within the Schedule

## **Unspecified Premises**

Any unspecified location within the Territorial Limits used by the **Named Insured** provided that:

1. Cover is in respect of Fire, Lightning, Explosion and Aircraft and aerial objects and items dropped therefrom only.

and

2. The values in respect of such Unspecified Premises shall have been included in the values declared and stated in the Schedule at the inception of the Period of Insurance.

## **Public Utilities**

Property at any

- i. Generating station or sub-station of the public electricity supply undertaking
- ii. Land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- iii. Water works or pumping station of the public water supply undertaking
- iv. Land based premises of the public telecommunications undertaking

from which the Insured obtains electricity, gas, water or telecommunications services within the Territorial Limits

**Specified Customers**

The premises within the Territorial Limits of the customer(s) noted in the Schedule

**Specified Suppliers**

The premises within the Territorial Limits of the following supplier(s): noted in the Schedule

**Transit**

Property of the Insured whilst in transit within the Territorial Limits but excluding impact or overturning of the conveying vehicle.

**Unspecified Customers**

The premises of any of the Insured's customers within the Territorial Limits (other than those specified, if any):

Provided that for the purposes of this extension the term "customers" means those companies, organisations or individuals with whom, at the time of the Incident, the Insured has contracts or trading relationships to supply goods or services.

**Unspecified Suppliers and Storage Sites**

A. The premises of any of the Insured's direct suppliers manufacturers or processors of components, goods or materials or direct providers of services (other than those specified, if any) but excluding the premises of any supply undertaking from which the Insured obtains electricity gas or water or telecommunications services

And

B. premises not in the occupation of the Insured, where property of the Insured is stored within the Territorial Limits.

## **CONDITIONS APPLYING TO THIS BUSINESS INTERRUPTION SECTION**

### **Alteration**

This Section shall be avoided from the date of the event specified in A. B. or C. below if after the commencement of this insurance:

- A. the Business is wound up or carried on by a liquidator or receiver or administrator or permanently discontinued; or
- B. the interest of the Insured ceases; or
- C. any alteration is made either in the Business or in the Premises or property in them which materially increases the risk of **Damage** or **Consequential Loss**

unless its continuance be admitted by the Company in writing.

### **Books Of Account**

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under **Claims - Action By** Insured for the purpose of investigating or verifying any **Claim** under this Section may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Company under the terms of **Claims - Action By The** Insured and reporting that such particulars and details are in accordance with the Insured's books of account or other business books or documents, provided that the sum of the amount payable under this clause and the amount otherwise payable under this Section shall in no case exceed the Company's liability as stated.

### **Contribution**

If at the time of any Incident resulting in a loss under this Section there is any other insurance effected by or on behalf of the Insured covering such loss or any part of it the Company's liability under this Section shall be limited to its rateable proportion of such loss.

### **Renewal**

The Insured shall prior to each renewal provide the Company with the Estimated Gross Profit for the financial year most nearly concurrent with the forthcoming Period of Insurance

**EXCLUSIONS ATTACHING TO AND FORMING PART OF SECTION 1 - PROPERTY DAMAGE  
AND SECTION 2 - BUSINESS INTERRUPTION**

**This Policy does not cover:**

1. **Damage or Consequential Loss** caused by or consisting of:
  - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
  - b. the failure to obtain or comply with applicable planning, zoning, building, or related codes rules regulations or statutes.
  - c. the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured other than
    - In respect of Section 1 - a boiler used for domestic purposes only
    - In respect of Section 2 - any boiler or economiser on the Premises or a boiler used for domestic purposes only

but this shall not exclude subsequent **Damage or Consequential Loss** which results from a cause not otherwise excluded.

2. **Damage or Consequential Loss** caused by or consisting of:
  - a. faulty or defective workmanship, operational error or omission, on the part of the Insured or any of their **Employees**
  - b. over or under voltage or fluctuations in voltage

But a. and b. above shall not exclude

  - i. such **Damage or Consequential Loss** not otherwise excluded which results from a **Specified Event**
  - ii. subsequent **Damage or Consequential Loss** which results from a cause not otherwise excluded- c. acts of fraud or dishonesty by the Insured's **Employees** or illegal acts by the Insured

But this shall not exclude **Damage or Consequential Loss** not otherwise excluded which results from a **Specified Event** .

3. **Damage or Consequential Loss** caused by or consisting of:
  - a. corrosion, rust, wet or dry rot, decay, spoilage, shrinkage, evaporation or gradual leakage of contents, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - b. the accumulated effects of smog, smoke, vapour, liquid, gas and dust
  - c. change in temperature colour flavour texture or finish
  - d. theft or attempted theft:
    - i. which does not involve entry to or exit from a building by forcible and violent means
    - ii. to moveable property in the open or in open fronted buildings
    - iii. expedited or in any way brought about by the Insured or any of the Insured's

directors or **Employees**

Exclusion d. i. and ii. do not apply whilst the insured is at a race meeting and goods are in any allocated paddock location with access to the general public restricted and controlled by the race organiser.

- e. disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

**Damage or Consequential Loss** consisting of:

- f. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection with them
- g. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates.

**Consequential Loss** caused by:

the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this shall not exclude:

- i. such **Damage or Consequential Loss** not otherwise excluded which results from a **Specified Event**
- ii. subsequent **Damage or Consequential Loss** which itself results from a cause not otherwise excluded.

4. In respect of Section 1:

- a. **Damage** caused by pollution or contamination but this shall not exclude **Damage** not otherwise excluded, caused by:
  - i. pollution or contamination which results from a **Specified Event** ; or
  - ii. any **Specified Event** which itself results from pollution or contamination.

In respect of Section 2:

- a. **Consequential Loss** resulting from pollution or contamination but this shall not exclude such loss resulting from **Damage**, not otherwise excluded, caused by:
  - i. pollution or contamination at the Premises which itself results from a **Specified Event** ; or
  - ii. any **Specified Event** which itself results from pollution or contamination.

5. **Damage or Consequential Loss** caused by or consisting of:

- a. subsidence, ground heave or landslip:
  - i. in respect of paths drives and other surfaced areas walls gates and fences unless included in the insurance by this Section and a Building Insured by this





12. **Damage** to or in respect of:
  - a. jewellery precious stones precious metals bullion furs curiosities works of art or rare books
  - b. property in transit; or
  - c. money cheques stamps bonds credit cards or securities of any description other than such **Damage** caused by a **Specified Event** insofar as it is not otherwise excluded.
13. **Damage** to or **Consequential Loss** arising therefrom to:
  - a. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft and waterborne equipment whilst waterborne, aircraft whilst airborne, satellites spacecraft or launch vehicles for spacecraft or satellites;
  - b. property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - c. land water roads paved surfaces piers jetties docks wharves dikes dams reservoirs bridges or culverts;
  - d. excavations underground mines caverns tunnels and property contained therein;
  - d. animals growing plants growing crops or trees;
  - e. overhead transmission and distribution lines and their supporting structures all the property of the Insured or for which they are responsible other than those on or within 1,000 feet of any of the Premises;
  - f. the Property Insured caused by impact by any waterborne vessel or craft or by asteroid or meteorite.
  - g. Offshore structures and property
  - h. Air supported or inflatable structures and their contents;
14. any property more specifically Insured by or on behalf of the Insured.
15. in respect of Section 1 consequential loss or damage of any kind or description except loss of Rent when such loss is expressly included in the cover under Section 1.
16. Fines and Damages, except as Insured by a specific Item.

## **GENERAL PROVISIONS FOR SECTION 3 – MONEY**

### **DEFINITIONS APPLICABLE ONLY TO THIS MONEY SECTION**

**Money** means

Negotiable and non-negotiable money.

**Negotiable Money** means

Cash bank and currency notes uncrossed cheques uncrossed postal orders luncheon vouchers current postage stamps trading stamps National Insurance stamps not affixed to cards Holiday with Pay stamps National Savings stamps unexpired units in franking machines gift tokens and consumer redemption vouchers belonging to the Insured or for which they are responsible.

**Non-Negotiable Money** means

Crossed cheques crossed postal orders crossed bankers drafts National Insurance Stamps fixed to cards National Savings Certificates Premium Bonds credit sales vouchers or receipts and VAT purchase invoices belonging to the Insured or for which they are responsible.

**In Transit** means

In transit in the personal custody of the Insured or their authorised **Employees** or of a professional security organisation or by Registered Post

**Estimated Annual Carrying** means

The Insured's estimate of the total value of Negotiable Money to be In Transit during the Period of Insurance

**Business Hours** means

The period during which the Insured, their **Principals** or **Employees** are on the Premises for the purpose of the Insured's Business

**Insured Person** means

The **Named Insured** and any partner director or employee of the **Named Insured** aged between 16 and 70 years.

**Injury** means

Bodily injury caused by accidental violent external and visible

**Loss of Sight** means

Total loss of sight of an eye which has lasted for at least 3 months of the Insured Person's lifetime following the Insured loss and is at the end of that time beyond hope of improvement.

**Loss of a Limb** means

Loss by a physical severance or permanent and total loss of use of an entire hand or arm or an entire foot or leg which the Insured Person has survived for at least one month.

**Permanent total disablement** means

disablement which permanently completely and continuously prevents the Insured Person from attending to their usual occupation or any other occupation for which they are fitted by knowledge and training and such disablement having lasted for at least 104 weeks of the Insured Person's lifetime is at the end of that period beyond hope of improvement.

**Temporary total disablement** means

A disablement which completely and continuously prevents the Insured Person from attending to their usual occupation.

**Temporary partial disablement** means

A disablement which continuously prevents the Insured Person from attending to a substantial part of their usual occupation following an Insured loss.

### COVERS PROVIDED BY SECTION 3 - MONEY

The Company agrees that if during the Period of Insurance and within the Territorial Limits the Insured suffers loss of or damage to Money under any item for which a Sublimit is shown in the Schedule the Company will indemnify the Insured up to the applicable Sublimit shown. The Company will also pay for loss or damage sustained as a direct result of theft or attempted theft of Money of or to:

- A. any safe which has a money limit in excess of the amount stored or strongroom or any bag or other container used by the **Named Insured** for the carrying of Money
- B. clothing and personal effects belonging to the Insured or any **Employee** of the Insured following assault or violence or threat thereof for an amount not exceeding £500 for any one **Employee**.

### PERSONAL ASSAULT EXTENSION

#### **MONEY (PERSONAL ASSAULT EXTENSION) - SCALE OF COMPENSATION**

<b>Item No.</b>	<b>Description</b>	<b>Limit of Liability (See Note below)</b>
1	The amounts shown in 1 (iv) and (v) below are in respect of weekly payments during such disablement.	
i.	Death	£20,000
ii.	Loss of one or more limbs and/or the sight of one or more eyes	£20,000
iii.	Permanent total disablement	£20,000
iv.	Temporary total disablement	£500
v.	Temporary partial disablement	£250

The Company undertakes that if during the currency of this Section any Insured Person whilst engaged in connection with the Business shall as a direct result of theft or attempted theft involving assault or violence or threat of assault or violence sustains an Injury resulting directly and independently of any other cause in death or disablement within 12 months of such theft or attempted theft, the Company will pay the Insured compensation to be paid to such person or his or her heirs according to the Scale Of Compensation above

Subject to the terms and conditions of the Section in so far as they may apply and to the following additional Definitions, Limitations, Exclusions and Conditions.

## Definitions to Personal Assault extension

### Limitations

In respect of each Insured Person compensation will not be paid for Item 1:

- A. under more than one of (i), (ii) or (iii) for the consequences of the same injury
- B. under (iv) and/or (v) for more than 104 weeks in all in respect of one or more injuries.

Weekly compensation will be paid when the total amount to be paid has been agreed or, if requested by the Insured, at the end of each period of 4 consecutive week's disablement.

### Exclusions

- 1. General Exclusions RADIOACTIVE CONTAMINATION and TERRORISM shall not apply to this Extension.
- 2. The Company shall not be liable to make any payment in respect of death, Injury, disablement or emotional distress of any Insured Person occurring or arising as a consequence of theft or attempted theft resulting from riot or civil commotion in Northern Ireland.

### Conditions

- 1. The injured or distressed Insured Person must:
  - A. as soon as possible after an Injury has occurred consult a qualified medical practitioner whose advice they shall follow
  - B. submit to any medical examination made on behalf of the Company
- 2. In the event of the death of the Insured Person as a result of Injury the Company shall be entitled to make a post-mortem examination at its own expense.

### EXCLUSIONS APPLICABLE TO SECTION 3 - MONEY

#### This Section does not cover:

- A. any loss arising from lack of integrity of the Insured's **Employees** not discovered within 15 working days of the **Occurrence**;
- B. shortage due to error or omission;
- C. losses due to theft of or from any vehicle left unattended where the value held is in excess of £250 unless stored in a locked boot or glove box;
- D. losses from or damage to vending, amusement, gaming or other coin operated machines;
- E. consequential loss of any kind or description; or
- F. any loss from any safe or strongroom unless the key or keys thereof are removed from the Premises, or if the person responsible for their safe custody lives on the Premises, removed to that part of the Premises in which the person actually lives.

### CONDITIONS APPLYING TO SECTION 3 - MONEY

1. The Insured shall exercise due care in selecting **Employees** to be entrusted with Money.
2. If any **Claim** under this Section is also covered in whole or in part by any other insurance effected by or on behalf of the Insured the Company's liability shall be limited to its rateable proportion of such **Claim**.
3. The Insured shall keep a proper written record of all Money Insured by this Section and shall allow the Company to inspect this record at all reasonable times.
4. In respect of any one transit of Negotiable Money by own **Employees**, the minimum number of able-bodied adults who shall carry the Money equally divided between them shall be as follows:

<u>Amount of Money</u>	<u>No. of Persons</u>
Up to £2,500	One
£2,501 - £5,000	Two
£5,001 - £10,000	Three

Transits in excess of £10,000 shall be by professional security organisation

5. The insurance provided by this Section shall be avoided in respect of any item where there is any alteration after the commencement of this insurance which increases the risk of loss destruction or damage unless agreed by the Company in writing.

## **GENERAL PROVISIONS FOR SECTION 4 – GOODS IN TRANSIT AND ALL RISKS**

### **DEFINITIONS APPLICABLE ONLY TO THIS GOODS IN TRANSIT AND ALL RISKS SECTION**

**Goods** means

Goods appertaining to the Business the property of the Insured or held in trust or on commission for which they are responsible but excluding property more specifically Insured.

**Transit** means

The carriage of the Goods by any means of transit for which a Sublimit is stated in the schedule including loading and unloading and whilst temporarily housed in course of Transit for a period not exceeding 30 days.

**Geographical Limits** means

The Territorial Limits excluding sea or air Transits in between.

**All Risks** means

Any loss or damage to an item hereunder insured whilst in Transit by any cause not otherwise excluded



#### **COVERS PROVIDED BY SECTION 4 – GOODS IN TRANSIT AND ALL RISKS**

The Company will indemnify the Insured for damage to the Goods by any cause not otherwise excluded whilst in the course of Transit in connection with the Insured's Business anywhere within the Geographical Limits during the Period of Insurance. The Company's liability for any one **Occurrence** shall not exceed the applicable Sublimit as stated in the Schedule.

## **CONDITIONS APPLICABLE TO SECTION 4 – GOODS IN TRANSIT AND ALL RISKS**

### **Marine General Average**

When the Territorial Limits are stated in the schedule as 'anywhere in Europe' or 'Anywhere in the world' this insurance will indemnify the insured for general average contributions and salvage charges whilst the property insured is being transported by sea, air or both between any countries within the territorial limits provided that the property insured is otherwise covered for loss or damage under this policy and the liability of the Company does not exceed the sum insured for the insured items.

## **EXTENSIONS APPLICABLE TO SECTION 4 – GOODS IN TRANSIT AND ALL RISKS**

In addition this Section will cover

1. Damage to sheets, ropes, packing materials and the like, but excluding loss or damage by unexplained shortage or disappearance, wear, tear or depreciation
2. costs and expenses necessarily incurred in:
  - A. transshipment and recovery of Goods following collision, overturning or impact with any object of the conveying vehicle
  - B. removal of debris and site clearance for an amount not exceeding £10,000 for any one loss following damage to Goods but excluding any costs and expenses arising from pollution or contamination of property not Insured by this Section.
3. Damage to clothing and personal effects of the driver and/or attendant whilst carried by a vehicle subject to a maximum Sum Insured of £250 for any one loss or in all in respect of any one **Employee** in each Period of Insurance.

## EXCLUSIONS APPLICABLE TO SECTION 4 – GOODS IN TRANSIT AND ALL RISKS

This Section does not cover:

- A. consequential loss of any kind or description;
- B. Damage due to depreciation deterioration or contamination unless caused by accident to the conveying vehicle;
- C. theft of Goods from vehicles when left unattended unless such vehicles have all points of access closed and secured by all the locks and other protections and have all keys removed from such vehicles; or
- D. livestock, precious metals or stones, jewellery, watches, furs, money, securities, stamps, documents, manuscripts, business books, plans and designs.
- E. Liability of any kind
- F. Depreciation in value
- G. Loss or Damage arising directly or indirectly from seepage, pollution or contamination however such seepage, pollution or contamination may have been caused.
- H. Loss or **Damage** caused by or resulting from confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## **CONDITIONS APPLICABLE TO SECTION 4 – GOODS IN TRANSIT AND ALL RISKS**

1. The Insured shall take all reasonable measures to safeguard Goods from damage and to maintain vehicles in an efficient and roadworthy condition.
2. The Insured shall take all reasonable care in the selection of honest and competent **Employees**.
3. In the case of Transits by road or rail carrier or post immediately the Insured becomes aware of any **Occurrence** giving rise or likely to give rise to a **Claim** under this Section, they shall take all practicable steps to notify the carrier concerned of the damage within the time limits for notification of **Claims** stipulated in the applicable conditions of carriage or contract.
4. If at the time of any damage arising to be dealt with under this Section there is any other insurance covering such damage, the Company's liability shall be limited to its rateable proportion of such damage.
5. The insurance by this Section will not be reduced by the amount of any **Claim** paid provided the Insured pays the appropriate extra premium from the date of the loss to the expiry of the Period of Insurance.
6. If the Goods on any vehicle are at the time of any damage of greater value than the Sum Insured then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the damage accordingly.
7. In the event of Damage to a race vehicle or parts whereby it is necessary to repair the vehicle or parts prior to receiving the Company's approval or inspection in order to mitigate or minimise additional losses, it is a condition that:
  - a. Damaged parts are carefully preserved
  - b. Full details of the loss be prepared
  - c. Photographs of the damage to be taken prior to dismantling, repair, or both
8. After any incident which may give rise to insured loss or Damage, the Insured shall take all reasonable steps to protect the Property against further loss or Damage.

## **EMPLOYERS' LIABILITY SECTION**

### **DEFINITIONS APPLICABLE ONLY TO SECTION 5 - EMPLOYERS' LIABILITY**

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears in this Section only.

Additional definitions are stated elsewhere in General Definitions Applying to This Policy.

**Business** means

that which is specified in the Policy Schedule and shall include:

- i. the provision and management of catering social sports welfare childcare theatrical and related facilities including galas for the benefit of **Employees**
- ii. the provision of fire first aid medical ambulance and security services
- iii. private work carried out by an **Employee** for a director or partner or **Employee** of the **Named Insured**
- iv. the ownership maintenance repair and occupation of premises or facilities
- v. attendance at or participation in trade fairs shows and exhibitions by any **Employee** or director in connection with their employment
- vi. provision of sponsorship
- vii. repair or servicing of motor vehicles including race preparations, tuning and maintenance..

**Injury** means

bodily injury death disease illness and/or medically recognised psychiatric injury.

**Insured's Contribution** means

the first part of all compensation and **Claimants** costs and expenses payable in respect of any one **Claim** or series of **Claims** arising out of one **Occurrence**, not exceeding the **Maximum Aggregate Contribution** specified in the Policy Schedule.

Provided that all **Claims** made by any one **Employee** arising out of any one Gradually Operating Cause shall be considered one **Occurrence** notwithstanding that all such **Claims** may have been caused during more than one Period of Insurance.

The amount that applies to any such **Occurrence** shall be the greatest amount that applied in respect of any Period of Insurance being part of the Time On Risk.

For the purposes of this Definition:

- a. Gradually Operating Cause means any occupational disease or physical impairment which does not arise out of a sudden identifiable **Occurrence**

- b. Time On Risk means the total length of time of all Periods of Insurance during which a **Claim** arising out of any one Gradually Operating Cause was caused and for which the Company indemnified the Insured in respect of Employers Liability

If a **Maximum Aggregate Contribution** applies to this Section as specified in the Policy Schedule, the amount will be divided between the **Maximum Aggregate Contributions** for each Period of Insurance in proportion to the amount of the Time On Risk made up by each Period of Insurance.

**Other Costs and Expenses** means

reasonable costs and expenses incurred by the Company or with its written consent

- a. in connection with the defence of any **Claim**
- b. for representation of the Insured at any coroner's inquest or fatal accident inquiry in respect of death which may be the subject of indemnity under this Policy.

**Territorial Limits** means

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

and sustained whilst temporarily employed outside these territories provided that

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

**Terrorism** means

- a. an act, or acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear
- b. any preparation towards or any action taken in controlling, preventing, suppressing or in any way relating to any such act

If the Company alleges that by reason of this Definition any particular act (or acts) constitutes Terrorism the burden of proving the contrary shall be upon the Insured.





## **COVERS PROVIDED BY SECTION 5 - EMPLOYERS' LIABILITY**

### **Employers' Liability**

The Company will indemnify the Insured against legal liability to pay compensation and **Claimants** costs and expenses in respect of Injury sustained by any **Employee** arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance.

### **Employers' Liability Compulsory Insurance**

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and **Offshore Installations** in territorial waters around Great Britain and its Continental Shelf but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

### **Other Costs and Expenses**

In addition the Company will pay Other Costs and Expenses.

## **LIMIT OF INDEMNITY APPLYING TO SECTION 5 - EMPLOYERS' LIABILITY**

### **The Company's Liability**

The Company's liability for all compensation and **Claimants** costs and expenses (including interest thereon) and Other Costs and Expenses in respect of

- a. any one **Claim** or series of **Claims** arising out of one **Occurrence**
- b. any one **Claim** or series of **Claims** arising out of one **Occurrence** caused by or arising from Terrorism

shall not exceed the Limit of Indemnity shown in the Policy Schedule.

### **Aggregation of Limits**

The Company's liability to the Insured and all other parties indemnified shall not exceed in total the Limit of Indemnity shown in the Policy Schedule.

### **Extensions and Memoranda**

The Company's Liability (as stated above) shall include any amount payable under any Extension or Memorandum

## EXTENSIONS APPLYING TO SECTION 5 - EMPLOYERS' LIABILITY

### Court Attendance Payment

If during the Period of Insurance any partner, director or **Employee** of the **Named Insured** is required to attend court as a witness at the request of the Company in connection with a **Claim** which is the subject of indemnity under this Section the Company will pay compensation to the **Named Insured** on the following scale for each day that attendance is required:

- a. any director or partner            GBP750
- b. any **Employee**                    GBP250

### Indemnities to Additional Insureds

the Company will indemnify any Additional Insureds provided that

- a. each Additional Insured shall observe fulfil and be subject to the terms and conditions of this policy insofar as they can apply
- b. the Company's liability to the **Named Insured** and all Additional Insureds shall not exceed in total the Limit of Indemnity specified in the Policy Schedule
- c. such Additional Insureds are not entitled to indemnity under any other policy for any **Claim** in respect of which indemnity may be provided under this Policy,
- d. such Additional Insureds are not entitled to indemnity under this Policy in respect of **Claims** arising out of actions of work, productions and/or services which are not Insured under this Policy,
- e. such Additional Insureds are not entitled to indemnity under this Policy in respect of **Claims** arising out of their own actions

### Legal Defence Costs

The Company will indemnify the **Named Insured** and if the **Named Insured** so requests any partner director or **Employee** of the **Named Insured** in the terms of this Extension in respect of

- a. reasonable costs and expenses incurred with the Company's written consent
- b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of

- i. any breach of any statutory duty resulting in Injury
- ii. any offence under the provisions of
  - A. any common or statute law for manslaughter including but not limited to the Corporate Manslaughter and Corporate Homicide Act 2007

- B. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

- i. the proceedings relate to the health safety or welfare of any **Employee**
- ii. the Company shall not be liable for costs and expenses arising in connection with proceedings in which the Company has no interest of its own, or no longer has any interest of its own, under some other part of this Policy, other than this Extension. For the purpose of this Proviso only, interest means a direct or indirect financial interest in the outcome of the proceedings to which the interest relates
- iii. the Company shall have the absolute conduct and control of all the said proceedings and appeals
- iv. all costs and expenses payable under this Extension shall be subject to the Limit of Indemnity under this Section as shown in the Policy Schedule. In respect of this Extension the Limit of Indemnity shall be inclusive of all such amounts
- v. this Section shall not apply to
  - A. fines or penalties of any kind
  - B. costs or expenses Insured by any other policy
  - C. proceedings brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
  - D. any remedial or publicity orders made under the Corporate Manslaughter and Homicide Act 2007
  - E. compensation ordered or awarded by a court of criminal jurisdiction
  - F. proceedings consequent upon any deliberate act or omission by
    - i. the Insured
    - ii. any partner or director of the Insured
    - iii. any **Employee** with any specific responsibility for compliance with the legislation or law specified in this Extension

which could reasonably have been expected to constitute a breach of or an offence under the legislation or law specified in this Extension

### **Repatriation Cover**

The company will indemnify the Named Insured for the costs of repatriation in the event of Death or Serious Injury to any employee whilst traveling abroad with or on business of the Named Insured where such cover is not more specifically insured.

### **Temporary overseas visits**

The Company will Indemnify the **Named Insured** for temporary visits by employees to overseas territories under this Section of the Policy whilst on the Business of the **Named Insured**.

### **Unsatisfied Court Judgements**

Should a judgement for compensation or costs in respect of Injury sustained by any **Employee** arising out of and in the course of employment or engagement by the **Named Insured** in connection with the Business and caused within the Territorial Limits of this Section during the Period of Insurance

- a. be obtained by such **Employee** in any court situate within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or any other member country of the European Union against any person or corporate body domiciled or operating from premises within such territories and
- b. remain wholly or partly unsatisfied six months after the date of such judgement

the Company will if the **Named Insured** so requests pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i. there is no appeal outstanding
- ii. the **Employee** shall have assigned the judgement to the Company.

## EXCLUSIONS APPLYING TO SECTION 5 - EMPLOYERS' LIABILITY

### Offshore Operations

This Section does not cover any liability in respect of Offshore Operations

### Radioactive Contamination

This Section does not cover liability in respect of

- a. any legal liability of whatsoever nature
- b. any Injury

directly or indirectly caused by or contributed to by or arising from:

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

but this Exclusion shall apply only in respect of:

- A. liability of any **Principal**
- B. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

### Vehicles

This Section does not cover liability in respect of **Injury** to any **Employee** arising out of the ownership possession or use by or on behalf of the **Named Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

## **CONDITIONS APPLYING TO SECTION 5 - EMPLOYERS' LIABILITY**

Additional conditions are stated elsewhere in General Conditions To This Policy.

### **Certificate of Employers' Liability**

If this Policy is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

### **Reasonable Precautions**

The Insured shall take all reasonable precautions to prevent accidents and to prevent or cease any activity which may give rise to a liability and any Injury and shall take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

### **Declaration Condition**

If the premium or part of any premium is calculated on estimates supplied to the Company by or on behalf of the Named Insured, the Named Insured shall keep a record of all such relevant particulars. The Named Insured shall furnish the Company with such information at the expiry of each Period of Insurance within the period specified by the Company. The premium shall be adjusted annually and any difference shall be paid by or returned to the Named Insured subject to any agreed minimum or deposit premiums specified in the Schedule.

## **PUBLIC AND PRODUCTS LIABILITY SECTION**

### **DEFINITIONS APPLICABLE ONLY TO SECTION 6 - PUBLIC AND PRODUCTS LIABILITY**

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears in this Section only.

Additional definitions are stated elsewhere in General Definitions Applying to This Policy.

**Business** means

that which is specified in the Policy Schedule in respect of operations of the **Named Insured** conducted at or from premises in territories advised to the Company and shall include:

- i. the provision and management of catering social sports welfare childcare theatrical and related facilities including galas for the benefit of **Employees**
- ii. the provision of fire first aid medical ambulance and security services
- iii. private work carried out by an **Employee** for a director or partner or **Employee** of the **Named Insured**
- iv. the ownership maintenance repair and occupation of premises or facilities
- v. attendance at or participation in trade fairs shows and exhibitions by any **Employee** or director in connection with their employment
- vi. provision of sponsorship
- vii. repair or servicing of motor vehicles including race preparations, tuning and maintenance.

**Excess** means

the first part of all

- a. compensation and Claimant costs and expenses
- b. Other Costs and Expenses
- c. Legal Defence Costs
- d. Court Attendance Compensation

payable in respect of each and every **Occurrence** to be borne by the Insured before the Company shall be liable to make any payment.

**Fungi** means

any type or form of fungus, including mould or mildew and any mycotoxins, spores, scents or by **Products** produced or released by fungi.

**Other Costs and Expenses** means



reasonable costs and expenses incurred by the Company or with its written consent

- a. in connection with the defence of any **Claim**
- b. for representation of the Insured at any coroner's inquest or fatal accident inquiry in respect of death which may be the subject of indemnity under this Policy.

**Personal Injury** means

- a. bodily injury death disease illness and/or medically recognised psychiatric injury
- b. invasion of the right of privacy wrongful arrest false imprisonment wrongful eviction or malicious prosecution

**Silica** means

silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

**Silica-related Dust** means

a mixture or combination of Silica and other dust or particles.

**Territorial Limits** means

anywhere in the world.

**Terrorism** means

- a. an act, or acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear
- b. any preparation towards or any action taken in controlling, preventing, suppressing or in any way relating to any such act

If the Company allege that by reason of this Definition any particular act (or acts) constitutes Terrorism the burden of proving the contrary shall be upon the Insured.

## **COVERS PROVIDED BY SECTION 6 - PUBLIC AND PRODUCTS LIABILITY**

### **Public and Products Liability**

The Company will indemnify the Insured against legal liability to pay compensation and **Claimants** costs and expenses in respect of accidental

- a. Personal Injury
- b. Property Damage
- c. nuisance trespass to land or interference with any easement right of air light water or way occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

### **Other Costs and Expenses**

In addition the Company will pay Other Costs and Expenses.

## **LIMITS OF INDEMNITY APPLYING TO SECTION 6 - PUBLIC AND PRODUCTS LIABILITY**

### **The Company's Liability**

The Company's liability for all compensation payable in respect of

- a. any one **Occurrence**
- b. all Personal Injury and **Property Damage** occurring during any one Period of Insurance and caused by or arising from **Products**
- c. all Pollution and Contamination which is deemed to have occurred in any one Period of Insurance

shall not exceed the Limit of Indemnity shown in the Policy Schedule.

### **North American Costs**

In respect of all

- a. **Claims** made against the Insured in **North America**
- b. suits brought against the Insured before any court arbitrator or tribunal in **North America**

the Limit of Indemnity shall be inclusive of the amount of all compensation **Claimants** costs and expenses and Other Costs and Expenses

### **Aggregation of Limits**

The Company's liability to the Insured shall not exceed in total the Limit of Indemnity shown in the Policy Schedule.

### **Extensions and Memoranda**

The Company's liability (as stated above) shall include any amount payable under any Extension or Memorandum

## EXTENSIONS APPLYING TO SECTION 6 - PUBLIC AND PRODUCTS LIABILITY

### Court Attendance Payment

If during the Period of Insurance any partner director or **Employee** of the **Named Insured** is required to attend court as a witness at the request of the Company in connection with a **Claim** which is the subject of indemnity under this Section the Company will pay the following amount to the **Named Insured** for each day that attendance is required:

- a. any director or partner                    GBP750
- b. any **Employee**                                GBP250

### Data Protection

The Company will indemnify the **Named Insured** and at the request of the **Named Insured** any partner director or **Employee** of the **Named Insured** against all sums which the **Named Insured** or any partner director or **Employee** of the **Named Insured** become(s) legally liable to pay as compensation for damage or distress resulting from failure of the **Named Insured** to comply with data protection legislation, caused in connection with the Business and in respect of which a **Claim** is first made against the **Named Insured** and notified to the Company during the Period of Insurance.

Provided that:

- i. the **Named Insured** is a registered user in accordance with the terms of such legislation
- ii. the **Named Insured** is not in business as a data processing bureau
- iii. the **Claimant**
  - a. is the subject of personal data held by the **Named Insured**
  - b. suffers damage or distress caused by inaccuracy loss unauthorised destruction or disclosure of or access to the data.

The Company's liability for all compensation **Claimants'** costs and expenses and Other Costs and Expenses under this Extension in respect of all **Claims** occurring during any one Period of Insurance shall not exceed GBP500,000.

The Company will not pay for

- a. any damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- b. any damage or distress caused by any act of fraud or dishonesty
- c. the costs and expenses of rectifying rewriting or erasing data
- d. liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- e. compensation ordered or awarded by a court of criminal jurisdiction

- f. liability arising outside Great Britain Northern Ireland, The Isle of Man and the Channel Islands
- g. liability for damage or distress sustained by any **Employee**
- h. loss relating to unencrypted data away from the **Named Insured's** premises
- i. defamation
- j. liability arising from any **Claim**, failure or breach
  - A. notified to any prior insurance policy
  - B. of which the Insured was aware prior to the Period of Insurance

### **Defective Premises Act**

The Company will indemnify the **Named Insured** in the terms of this Section in respect of legal liability incurred under section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 for Personal Injury or **Property Damage** occurring during the Period of Insurance in connection with premises which the **Named Insured** previously owned or occupied for the purposes of the Business.

Provided that:

- i. cover is in respect of premises in Great Britain or Northern Ireland.
- ii. the indemnity will not apply where indemnity is provided by any other insurance.
- iii. the indemnity will not apply to costs of remedying any defect or alleged defect in such premises.

### **Driver and Passenger Indemnity**

In respect of liability arising out of any mechanically propelled vehicle or trailer attached thereto belonging to or hired by or in the **Named Insured's** custody or control, the Company will indemnify:

- a) any person driving or using such vehicle with the **Named Insured's** permission
- b) any passenger whilst in, mounting or dismounting from such vehicle as though each such party was individually named as the **Named Insured** provided that:
  - i. The Company shall not be liable if any such party is entitled to indemnity under any other policy
  - ii. The **Named Insured** would have been entitled to Indemnity under this Section if the claim had been made against the **Named Insured**
  - iii. each party shall be subject to the terms of this Policy in so far as they can apply
  - iv. The Company's liability (otherwise than in respect of Additional Costs and Expenses) to the **Named Insured** or each **Named Insured** and all other parties indemnified shall not exceed in the aggregate the Limit of Indemnity.

- v. The Driver is not involved in any racing, qualifying, time trials, testing, warm up or competitive driving events and for the avoidance of doubt this exception will not apply to
  - a) any Karting, Driving Experience or Track Day events or any sessions related thereto  
or
  - b) to any non-competitive activity where the Driver or Rider is being accompanied in or on the vehicle by a qualified instructor

For the purpose of this Extension the Definition of The Business is extended to include:

- a) the business of the driver or user of such vehicle
- b) the driving or use of such vehicle for social domestic and pleasure purposes.

### **Indemnities to Additional Insureds**

the Company will indemnify any Additional Insureds provided that

- a. each Additional Insured shall observe fulfil and be subject to the terms and conditions of this Policy insofar as they can apply
- b. the Company's liability to the **Named Insured** and all **Additional Insureds** shall not exceed in total the Limit of Indemnity specified in the Policy Schedule
- c. such **Additional Insureds** are not entitled to indemnity under any other policy for any **Claim** in respect of which indemnity may be provided under this Policy
- d. such **Additional Insureds** are not entitled to indemnity under this Policy in respect of **Claims** arising out of actions of work, productions and/or services which are not Insured under this Policy,
- e. such **Additional Insureds** are not entitled to indemnity under this Policy in respect of **Claims** arising out of their own actions.
- f. If the **Named Insured** so requests, any other party who is in attendance at the **Premises** including any other party who is working for the **Named Insured** in connection with the **Business**

### **Joint Insured - cross liabilities**

If more than one party is named as the Insured this Policy shall apply as though each was Insured separately, provided that the Company's liabilities to all parties indemnified shall not exceed in the aggregate the Limit of Indemnity shown in the Policy Schedule.

### **Legal Defence Costs**

The Company will indemnify the **Named Insured** and if the **Named Insured** so requests any partner director or **Employee** of the **Named Insured** in the terms of this Extension in respect of

- a. reasonable costs and expenses incurred with the Company's written consent
- b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of

- i. any breach of any statutory duty resulting in Personal Injury or **Property Damage**
- ii. any offence under the provisions of
  - A. any common or statute law for manslaughter including but not limited to the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and / or subsequent legislation
  - B. the Health and Safety at Work etc. Act 1974 and associated regulations and any amending and / or subsequent legislation or the Health and Safety at Work (Northern Ireland) Order 1978 and associated regulations and any amending and / or subsequent legislation
  - C. Part II of the Consumer Protection Act 1987
  - D. Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 or Article(s) 6, 7, 13 and/or 14 of the Food Safety (Northern Ireland) Order 1991

committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

- i. the Company shall not be liable for costs and expenses arising in connection with proceedings which relate solely to the health safety welfare or death of any **Employee**
- ii. the Company shall not be liable for costs and expenses arising in connection with proceedings in which the Company has no interest of its own, or no longer has any interest of its own, under some other part of this Policy, other than this Extension. For the purpose of this Proviso only, interest means a direct or indirect financial interest in the outcome of the proceedings to which the interest relates
- iii. the Company shall be entitled (but not required) to assume the absolute conduct and control of all the said proceedings and appeals
- iv. all costs and expenses payable under this Extension shall be subject to the Limit of Indemnity under this Section as shown in the Policy Schedule. In respect of this Extension the Limit of Indemnity shall be inclusive of all such amounts
- v. this Section shall not apply to
  - A. any costs expenses or reimbursements arising in connection with any order made under sections 16,17 or 35 of the Consumer Protection Act 1987.
  - B. costs or expenses Insured by any other policy

- C. costs of investigation or enquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this Extension applies
- D. proceedings brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
- E. any remedial or publicity orders made under the Corporate Manslaughter and Corporate Homicide Act 2007
- F. compensation ordered or awarded by a court of criminal jurisdiction
- G. proceedings consequent upon any deliberate act or omission by
  - i. the Insured
  - ii. any partner or director of the Insured
  - iii. any **Employee** with any specific responsibility for compliance with the legislation or law specified in this Extension

which could reasonably have been expected to constitute a breach of or an offence under the legislation or law specified in this Extension

### **Loss of Use**

Cover will apply for the **Named Insured's** legal liability for any consequential loss arising from the loss of use following damage to any customers motor vehicle, whilst temporarily in the **Named Insured's** custody control or both, arising from its servicing repair or preparation.

Provided that

- a) repairs or replacement of the vehicle is undertaken as quickly as possible
- b) The Company's liability is limited to £50,000 for any one loss.

The Company will not make any payment under this extension for

- i. any reduction in value
- ii. any fines or penalties
- iii. liability arising from any agreement or contract, unless liability would have existed otherwise.

### **Malpractice Liability**

The Company will indemnify the **Named Insured** to cover the legal liability of the **Named Insured** arising out of malpractice, error, omission or mistake committed at an event the **Named Insured** agrees to allow to take place at the **Named Insured's** premises, unless otherwise excluded in connection with

- (a) the rendering of or failing to render medical service or treatment or;



- (b) the furnishing or dispensing of drugs or medical supplies or appliances or the failure to furnish or dispense medical supplies or appliances.

The above includes the legal liability of any of the **Named Insured's** employees or officials whose duties include the rendering of first aid the provision of medical nursing services or any combination thereof.

The indemnity afforded by this Extension shall only apply to claims made against the **Named Insured** and notified to the Company during the Period of Insurance.

The Company shall not be liable if any such party is entitled to indemnity under any other policy.

### **Motor Contingent Liability**

The Company will indemnify the **Named Insured** in respect of liability for Personal Injury or **Property Damage** occurring during the Period of Insurance and arising out of the use in connection with the Business of any vehicle not owned provided by or being driven by the **Named Insured** but this Section shall not apply to any such liability

- a. excluded under the Vehicles and Craft Exclusion, paragraph a.i.
- b. in respect of loss of or damage to the said vehicle
- c. arising out of any such use in any country outside the United Kingdom or the European Union
- d. incurred by any party other than the **Named Insured** (and this Extension shall not cover any Additional Insureds).
- e. arising out of any driving involving racing, qualifying, time trials, testing, warm up or competitive driving events track days or sessions

For the purpose of this Extension Exclusion Injury to **Employees** shall not apply

### **Failure To Perform/Professional Indemnity**

The Company will Indemnify the **Named Insured** for Damage bodily injury death or disease directly or indirectly occurring during the Period of Insurance as a result of breach of professional duty by reason of any negligent act error or omission committed by the Named Insured or provided by the **Named Insured** to perform its intended function in connection with the Business provided always that no indemnity is provided to the **Named Insured** in respect of financial loss which is not accompanied by bodily injury death or disease or loss of or damage to tangible property or any combination thereof.

The indemnity afforded by this Extension shall only apply to claims made against the Named Insured and notified to the Company during the Period of Insurance.

No Indemnity shall be provided in respect of activities commenced by or on behalf of the **Named Insured** prior to the Retroactive Date shown on the Schedule.

The Companies maximum liability shall not exceed £1,000,000 in the aggregate during the Period of Insurance inclusive of all costs and expenses.

The Retroactive Date of this extension and applicable deductible is stated in the Schedule

### **Servicing Indemnity**

The Company will indemnify the **Named Insured** against legal liability for **Damages** and claimant's costs and expenses in respect of Accidental Bodily Injury and Accidental **Damage** to Property occurring during the Period of Insurance within the Territorial Limits and in connection with the Business and arising out of:

- (1) the sale or supply of new or used **Race Vehicles** including manufacturer's pre-delivery checks and other work carried out prior to sale or supply and the fitting of additional accessories;
- (2) the sale or supply of other Motor Products;
- (3) the repair, testing, servicing, maintenance, alteration, cleaning, race preparation or inspection of Motor Vehicles.

**Cover** under this Extension of the **Policy** will apply only for Legal Liability resulting directly from such work.

### **Overseas Personal Cover**

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of

- a. any partner director or **Employee** of the **Named Insured**
- b. any spouse or child accompanying such partner director or **Employee** of the **Named Insured**

normally resident in, but in the course of any journey or temporary visit outside, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man made in connection with the Business.

## **EXCLUSIONS APPLYING TO SECTION 6 - PUBLIC AND PRODUCTS LIABILITY**

### **Advice and Design**

This Section does not cover legal liability consequent upon advice design specification or certification provided or performed for a fee or in circumstances where a fee would usually be charged by or on behalf of the **Named Insured** and not connected with **Products**

### **Asbestos**

This Section does not cover any liability directly or indirectly caused by or arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or material or **Products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability

Provided that

- a. in respect of liability for **Property Damage**, only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing
- b. in respect of liability for Personal Injury, only that part of any such Injury which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing

proviso a. and b. shall not apply to, and no indemnity shall be provided for, any **Claim** made or suit brought against the Insured before any court arbitrator or tribunal in **North America** resulting from asbestos in any form

### **Contract Works and JCT Clause 6.5.1**

This Section does not cover liability

- a. in respect of **Property Damage** to, or nuisance trespass to land or interference with any easement, right of air light water or way occurring in connection with, any property or premises comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured or
- b. against which the Insured or a **Principal** is required to effect insurance under the terms of Clause 6.5.1 of the J.C.T. Conditions of Contract, 2005 clauses 18.2 to 18.3 of the FIDIC Conditions of Contract 1999 or of any other contract condition requiring insurance of a like kind.

### **Damage to goods supplied etc.**

This Section does not cover liability in respect of

- a. loss of damage to reduction in value of or refund for **Products**

- b. all costs of or arising from the need for making good removal repair rectification alteration reconditioning replacement reinstatement reduction in value or recall of or making a refund in respect of
  - i. any such **Products**
  - ii. any defective work executed by or on behalf of the Insured.

Provided that paragraph a. and b.i. above shall not apply to liability in respect of loss of or damage to the said **Products** if such loss or damage is caused by or arises from

- 1. any alteration repair servicing work or race preparation or tuning work
- 2. any other **Products** sold supplied delivered installed or erected

by the **Named Insured** under a separate contract.

### **Excess Clause**

This Section does not cover the amount of the Excess specified in the Policy Schedule, but not exceeding the **Maximum Aggregate Contribution** as specified in the Policy Schedule

### **Injury to Employees**

This Section does not cover liability in respect of Personal Injury to any **Employee** arising out of and in the course of the employment or engagement of such person by the Insured

### **North America**

This Section does not cover liability arising in **North America** directly or indirectly caused by or arising from:

- a) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any Fungi or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such Personal Injury or **Property Damage**.

Provided that this Exclusion does not apply to any Fungi or bacteria that are, are on, or are contained in, a good or product intended for consumption.

- b) the actual, alleged, threatened or suspected inhalation of, or ingestion of, Silica or Silica-related Dust.

### **Offshore Operations**

This Section does not cover any liability in respect of Offshore Operations

### **Penalties Liquidated and Punitive damages**

This Section does not cover any liability in respect of

- a. fines penalties or liquidated damages

- b. punitive exemplary restitutionary or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- c. compensation ordered or awarded by any court of criminal jurisdiction

### **Personal Injury Offences**

This section does not cover any liability in respect of

- a. libel, slander or defamation of character, injurious falsehood,
- b. invasion of privacy, breach of confidentiality, unlawful interference with a contract, intimidation, interference with trade by unlawful means, conspiracy to cause damage whether by lawful or unlawful means,
- c. infringement of copyright, infringement of design right whether registered or unregistered, infringement of patent, infringement of trade mark, passing off or any other infringement of intellectual property right or plagiarism or groundless threats of infringement proceedings pursuant to Section 70 of the Patents Act 1977 or Section 20 of the Trade Marks Act 1994 or any succeeding legislation thereto or any enactment of similar effect.

### **Pollution**

This Section does not cover any liability in respect of

- a. Pollution and Contamination occurring in **North America**
- b. Pollution and Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

### **Products**

In respect of Personal Injury or **Property Damage** caused by or arising from **Products** this Section shall not apply to:

- a. any liability which attaches to the Insured solely under the terms of an agreement other than
  - i. under any warranty of goods implied by law
  - ii. under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Personal Injury or loss of or damage to material property caused by **Products** entrusted to such carrier for transit by road rail or waterway.
- b. any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft

### **Property in Insured's charge or control**

This Section does not cover any liability in respect of loss of or damage to any property belonging to or in the charge or control of the Insured other than

- a. personal effects or vehicles of any partner director or **Employee** of or visitor to the Insured
- b. premises (and their contents) not belonging leased rented or hired to the Insured but temporarily in the Insured's charge for the purpose of carrying out work
- c. premises (including their fixtures and fittings) leased rented or hired to the Insured but this Section shall not apply to liability attaching to the Insured solely under the terms of any tenancy or other agreement

### **Radioactive Contamination**

This Section does not cover liability in respect of

- a. loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b. any legal liability of whatsoever nature
- c. any Personal Injury

directly or indirectly caused by or contributed to by or arising from:

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

### **Terrorism**

This Section does not cover any liability caused by or arising from Terrorism.

### **Vehicles and craft**

This Section does not cover any liability arising out of the ownership possession or use by or on behalf of the Insured of

- a. any mechanically propelled vehicle or trailer attached thereto
  - i. whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation excepting liability arising out of the operation (as a tool) of any mechanical plant
  - ii. if such liability is Insured by any other policy as required by any road traffic legislation to be subject of compulsory insurance or other security

- b. any vessel or craft designed to travel in on or through water air or space other than waterborne vessels or craft that are
  - i. hand-propelled; or
  - ii. not owned operated or navigated by the Insured but used by the Insured for entertainment in the course of their Business; or
  - iii. being loaded or unloaded by the Insured in the course of their Business; or
  - iv. not more than twenty (20) metres in length (other than power boats used for racing and vessels and craft designed to travel under water); or
  - v. barges not exceeding seventy five (75) tons capacity whilst operating exclusively in inland or coastal waters of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

### **War**

This Section does not cover liability in respect of any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.

### **Workers Compensation**

This Section does not cover any obligation of the Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law

### **Reasonable Precautions**

This Section does not cover liability in respect of any failure by the Insured to take all reasonable

- a. precautions to prevent, or cease any activity which may give rise to a liability; and
- b. steps to observe and comply with all statutory or local authority laws obligations and requirements.

## **COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

### **Public and Product Liability Section**

## **Exclusions**

This insurance does not apply to:

### **Communicable Disease**

Coverage is not in force under this Section of the Policy for Bodily injury or Property damage arising out of the actual or alleged transmission of a Communicable disease howsoever caused

This exclusion applies where the claims against any insured allege negligence in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and/or spread a communicable disease;
- b.** Testing for a communicable disease
- c.** Failure to prevent the spread of the disease
- d.** Failure to report the communicable disease to authorities where required

or due to any other alleged failure of the insureds control or operations.

Subject otherwise to the terms and conditions of the Policy.



## **GENERAL EXCLUSIONS (APPLICABLE TO THE WHOLE POLICY)**

This Policy does not cover:

### **War**

any **Damage** or **Consequential Loss** occasioned by or through or in consequence, directly or indirectly, of any of the following **Occurrences**, namely: -

- A. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- B. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation, expropriation, deprivation requisition seizure of or damage to property by or under the order of any Government or public or local authority.

### **Northern Ireland**

**Damage** or **Consequential Loss** in Northern Ireland occasioned by or happening through

- A. civil commotion
- B. any unlawful wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

For the purpose of this exclusion

'unlawful association' means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or successors thereof

'terrorism' means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Exclusion any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured

### **Terrorism**

- A. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987:-

loss or destruction or damage or any consequential loss of whatsoever nature, caused by, resulting from or in connection with

- i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any other way related to such Act of Terrorism.

In respect of A. above an Act of Terrorism (Terrorism) means:-

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

B. in respect of territories other than those stated in A. above:-

loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
- ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any other way related to such act of Terrorism.

In respect of B. above an Act of Terrorism (Terrorism) means:-

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

In any action, suit or other proceedings where the Company alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

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

### **Radioactive Contamination And Nuclear Risks**

(1) loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- A ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- B the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- C any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- D. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

(2) Any Property

- A. on the site of a nuclear power station or consisting of Nuclear Reactors, reactor buildings or

plant and equipment therein

- B. on any site (including but not limited to the sites referred to in A. above) used or having been used for the Production Use or Storage of Nuclear Material.

Definitions:

"Nuclear Material" means:-

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive **Products** or Waste.

"Radioactive **Products** or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

### **Marine**

Loss destruction or damage to property which at the time of the happening of such damage is Insured by or would but for the existence of this Policy be Insured by any marine policy or policies including the risks of loading or unloading from any vessel, railway wagon or conveyance at the Insured's Premises.

### **Delay Or Loss Of Market**

Damage or consequential loss caused by delay or loss of market.

### **Sonic Bangs**

Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### **Electronic Data**

loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However:

- (i) this exclusion does not apply to loss of or damage to **Electronic Data** proximately caused by an Insured loss of or damage to the Property Insured;
- (ii) in the event that a peril listed below results from any of the matters described above in this Exclusion, this Policy, subject to all its terms, conditions and exclusions, will cover Damage occurring during the Period of Insurance to property Insured by this Policy directly caused by such listed peril.

Listed Perils: Fire, Explosion.

### **Mould Funqi And Microorganisms**

any loss destruction damage cost or expense directly or indirectly arising out of or relating to

- (1) mould mildew fungus or spores of any type nature or description, including but not limited to yeast, rust, smut, mycotoxins, odours or any other substances, **Products** or by **Products** produced by, released by, or arising out of the current or past presence of such mould mildew or spores

or

- (2) Microorganisms

Unless

- (i) directly caused by Damage to Property Insured during the Period of Insurance by a **Specified Event**

and

- (ii) the existence and cost of the loss destruction damage cost or expense is reported to the Company as soon as practicable but no later than 6 months after the **Specified Event** first caused any loss destruction or damage to such Property Insured during the Period of Insurance. This Policy does not insure any such loss destruction or damage first reported to the Company after that 6 month period

Definition: Microorganism shall mean any organism too small to be seen by the unaided human eye, including but not limited to bacteria, archaea, eukaryota, viruses and prions.

### **Sanctions And Embargoes**

The Company shall not be deemed to provide cover and the Company shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations,



## **GENERAL CONDITIONS (APPLICABLE TO THE WHOLE POLICY UNLESS STATED TO THE CONTRARY)**

### **The Insurance**

The Schedule, General Definitions, General Provisions, General Exclusions and General Conditions shall be read together as one contract.

### **Reasonable Precautions**

The Insured shall take all reasonable precautions to prevent DAMAGE and shall take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

### **Alterations in Risk**

It shall be a condition to any liability of the Company to make any payment under this Policy that if at any time anything shall occur or be done materially affecting the risk Insured the Insured shall give notice in writing to the Company as soon as reasonably practicable.

### **Arbitration**

All disputes which may arise under out of in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy shall be referred to arbitration.

The arbitration shall be conducted in accordance with the Rules of the London Court of International Arbitration and the place of arbitration shall be London. The language of the arbitration shall be English.

The arbitral tribunal shall consist of three arbitrators. One shall be appointed by the Company, one shall be appointed by the **Named Insured**, and once those two arbitrators shall have been appointed they shall jointly appoint a third arbitrator as chairman of the arbitral tribunal. The Company or the **Named Insured** shall be entitled in the event of any dispute arising to call upon the other to nominate an arbitrator pursuant to the provisions of this clause and if either party shall fail to so nominate a party arbitrator within 30 days of receiving a notice to do so the party not in default shall be entitled to request the President of the Law Society for the time being ("the Appointer") to appoint a party arbitrator on behalf of the party in default. The Appointer shall also appoint the third arbitrator as chairman in default of appointment by the party appointed arbitrators within 28 days after their respective appointments.

### **Cancellation**

This Policy may be cancelled by the Company sending 30 days notice to the Insured at the Insured's last known address. Provided the premium has been paid in full, the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period of insurance. For cancellation following default in payment of the premium or any agreed instalment, the period of notice may be reduced to 7 days.

### **Claims Settlement**

Each of the Additional Insureds and the Policyholder accepts and agrees that:

- (i) the Policyholder shall have the sole right to make a **Claim** hereunder (whether on its own behalf or on behalf of an Additional Insured) and it shall be a condition to any liability of the Company under this Policy that the Policyholder and not an Additional Insured shall have made any such **Claim**; and
- (ii) the Company shall be under no obligation (save where requested by the Policyholder) to make any payment to any Additional Insured and shall unless otherwise requested by the Policyholder make payment of all losses Insured hereunder to the Policyholder and such payment shall constitute a full and complete release and discharge of the Company's liabilities in respect of all and any such loss whether suffered directly by the Policyholder or not.

### **Claims – Action By The Insured**

(1) In the event of **Damage** the Insured shall

- A. notify the Company as soon as reasonably practicable
- B. notify the Police Authority as soon as it becomes evident that any **Damage** has been caused by theft or malicious persons
- C. carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage**
- D. deliver to the Company at the Insured's own expense:
  - i. full information in writing of the property suffering **Damage** and the amount of the **Damage**; and
  - ii. details of any other insurances on the property Insured by this Policy within 30 days after such **Damage** (7 days in the case of **Damage** caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow; and
  - iii. all such proofs and information relating to the **Claim** as may be reasonably required; and
  - iv. if demanded, a statutory declaration of the truth of the **Claim** and of any matters connected with it

(2) In the event of any **Damage** or **Consequential Loss** in consequence of which a **Claim** is or may be made under Section 2 of this Policy the Insured shall

- A. notify the Company as soon as reasonably practicable;
- B. deliver to the Company at the Insured's expense within 7 days of its happening full details of any **Damage** caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons; and
- C. carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the **Damage** or **Consequential Loss**

(3) In the event of any **Claim** or any **Occurrence** or circumstance which may give rise to a **Claim** under this Policy, and again upon receipt by the Named Insured in writing of any notice of any **Claim** or legal proceeding, the **Named Insured** shall:

- A. notify the Company in writing as soon as reasonably possible, with full particulars.
- B. make no admission of liability or offer promise of payment without the Company's written consent.
- C. inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document unanswered.
- D. retain unaltered and unrepaired anything in any way connected with any Injury or Personal Injury or **Property Damage** for as long as the Company may reasonably require.
- E. produce to the Company at the **Named Insured's** expense such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the Claim.

(4) In the event of a **Claim** being made under Section 2 of this Policy the Insured at their own expense shall:

- A. deliver to the Company in writing particulars of their Claim together with details of all other insurances covering property used by the Insured at the Premises for the purpose of the Business or any part of it or any resulting consequential loss, not later than 30 days after the expiry of the Indemnity Period or within such further time as the Company may allow
- B. deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying a Claim together with, if demanded, a statutory declaration of the truth of the Claim and of any matters connected with it.

(5) In addition, in the event of any loss, destruction damage or consequential loss in consequence of which a **Claim** is or may be made under any section of this Policy the Insured shall

- A. notify the Company immediately on being advised of any prosecution, inquest or enquiry connected with any loss destruction damage or consequential loss which may form the subject of a Claim under this insurance
- B. retain unaltered and unrepaired anything in any way connected with the loss destruction damage or consequential loss for as long as the Company may reasonably require
- C. when required by the Company furnish with all reasonable despatch at their expense such further particulars and information as the Company may require
- D. allow the Company in the name of and on behalf of the Insured to take over and, during such periods as it thinks proper, to have the absolute conduct and control of, all negotiations and proceedings which may arise in respect of any Claim and the settlement thereof and the Insured shall give the Company all necessary assistance for that purpose.

No Claim under this Policy shall be payable unless the terms of this Condition have been complied with and any payment on account of the Claim already made shall be repaid to the Company.



### **Subrogation**

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

### **The Company's rights following a Claim**

On the happening of **Damage** or consequential loss in respect of which a Claim is made the Company and any person authorised by the Company may without incurring any liability or diminishing any of the Company's rights under this Policy, enter take or keep possession of the Premises where such **Damage** has occurred and take possession of or require to be delivered to the Company any property Insured and deal with such property for all reasonable purposes and in any reasonable manner. No Claim under this Policy shall be payable unless the terms of this Condition have been complied with.

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

### **Reinstatement**

If the Company elects or becomes bound to reinstate or replace any property the Insured shall at the expense of the Insured produce and give to the Company all such plans, documents, books and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items Insured more than the limit of liability thereon.

### **Non Invalidation**

This Insurance shall not be invalidated by any act or omission or by any alterations in respect of any portion of any Premises not occupied by the Insured, whether constituting an increase in risk or not, unknown to or beyond the control of the Insured, provided that the Insured immediately when they become aware thereof shall give notice to the Company and pay an additional premium if required.

### **Choice Of Law And Jurisdiction**

Unless otherwise agreed in writing by the Insured and the Company it is expressly agreed that the Insured and the Company have freely elected that

- (a) this Policy shall be construed solely in accordance with the Law of England and Wales and
- (b) shall be subject to the exclusive jurisdiction of the courts of England and Wales in relation to all and any disputes or differences which shall arise in relation to this Policy or any liability under this Policy.

### **Unoccupancy**

While any of the Premises covered by this Policy are **unoccupied**, they shall be inspected at least once in every 7 days by a responsible adult on behalf of the **Named Insured**. Any defects revealed by such inspections shall be remedied without delay

Furthermore notice in writing is to be given to the Company as soon as reasonably practicable by the **Named Insured** upon their knowledge that any buildings have become **unoccupied** or when an

**unoccupied** building or portion thereof is again occupied and a suitable additional premium shall be paid by the **Named Insured** if required.

### **Contracts (Rights Of Third Parties) Act 1999**

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

### **Seventy Two Hour Clause**

All loss, destruction or damage:

- A. caused by all earthquake shocks arising out of a single seismic disturbance and occurring within a period of seventy two consecutive hours; or
- B. caused by storm damage arising out of a single atmospheric disturbance and occurring within a period of seventy two consecutive hours; or
- C. caused by inundation from the sea or the rising, overflowing or breaking of boundaries of any lake, pond, reservoir, river, stream or other body of water, all whether or not driven by wind, and occurring within a period of seventy two consecutive hours;

shall be deemed to have been caused by a single **Occurrence**.

Should any time period referred to above commence prior to and extend beyond the expiry date of this Policy the Company shall pay all such losses occurring during such period as if such period fell entirely within the term of this Policy.

The Insured shall choose the point at which the time period shall commence.

The Company shall not be liable however for any loss commencing either before the effective date and time or after the expiry date and time of this Policy.

### **Tax Liability**

If, in the event of a **Claim** being payable under this Policy, the **Claims** payment shall be treated as income by any tax authority, the amount payable under this Policy shall be increased in such a way that the Insured shall receive after taxation the amount originally due provided that the aggregated liability of the Company in respect of all such additional payments shall not exceed the Sublimit stated in the Schedule.

### **Currency**

Any loss, will if legally possible be paid in the same currency in which the premium has been paid. If for any legal reason a loss which has occurred outside of the United Kingdom has to be paid in United Kingdom Sterling, the local currency will be converted into United Kingdom Sterling at the rate of exchange as published by the Financial Times, London at the date of the settlement of the loss.

### **Local Taxes**

Stamp duties, taxes, policy fees or similar charges are payable in addition to the insurance premiums where applicable.

## **Warranties**

Every warranty to which this Policy or any item of this Policy is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such warranty to the extent that it increases the risk of **Damage** or **Consequential Loss** shall be a bar to any **Claim** in respect of such **Damage** or **Consequential Loss** provided that whenever this Policy is renewed a **Claim** in respect of **Damage** or **Consequential Loss** occurring during the Period of Insurance shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

## **Jurisdiction**

Strictly subject to the arbitration provisions in this Policy the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales, and each undertakes to the other that it shall not commence proceedings under out of in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy in any other jurisdiction.

## **Other Insurances**

The Company will not indemnify the Insured in respect of liability which is Insured by or would but for the existence of this Policy be Insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

## **Policy Construction**

- a. Unless otherwise expressly agreed in writing this Policy shall be governed by and construed in accordance with the law of England and Wales
- b. The headings and titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation
- c. In this Policy references to any statute or regulation shall be to that statute or regulation as amended or re-enacted from time to time.

## **Premium Adjustments**

If any part of the premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall supply such particulars as the Company may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by the Company subject to any minimum premium that may apply. At the request of the Company the Insured shall supply an auditor's certificate in support of such particulars.

If the Insured fails to supply such particulars within the period stated the Company shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

## **Rights of the Company**

- a. The Company shall be entitled at their discretion (but not required) to take over and conduct in the name of the Insured the defence or settlement of any **Claim** and to take proceedings at

their own expense and for their own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any Personal Injury **Property Damage** or other legal liability to which this Policy applies and the Insured shall give all information and assistance required.

- b. the Company may at any time pay the Limit of Indemnity (less any sums already paid as compensation) or any lesser amount for which at the absolute discretion of the Company the **Claims** arising out of any **Occurrence** can be settled. The Company will then relinquish control of such **Claims** and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.

### **Margin (Processing Of Additional And/Or Return Premiums)**

A

(1) Any additional or return premium arising under the Policy amounting to more than 10% of the premium charged at the start of the Period of Insurance will be charged or refunded as appropriate at the time of adjustment.

(2) All other additional and return premiums arising during the Period of Insurance will be totalled at the end of the Period of Insurance and the net amount will then be charged or refunded as appropriate.

However, if that net amount is no more than £2500 or 2.5% of the premium charged at the start of the relevant Period of Insurance (whichever is greater) ('the threshold amount'), then no premium will be charged or refunded.

If the net amount is more than the threshold amount, the full net amount will be charged or refunded.

B

This clause will not apply to any premium adjustment which has to be made to comply with any local regulation or the rules of any compulsory reinsurance pool, scheme, or tariff (including but not limited to terrorism if covered by this Policy).

C

Nothing in this clause will affect any credit terms which may apply.

### **Subrogation Waiver**

In the event of a **Claim** arising under this Policy, the Company agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against:

- A. any Company standing in a relation of Parent to Subsidiary (or Subsidiary to Parent) to the Insured
- B. any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary

in each case within the meaning of the Companies Act or Companies (N.I.) Order or equivalent legislation, as appropriate, current at the time of the DAMAGE.

### **Tenants**

The Insurance by this Policy shall not be prejudiced by any act or omission unknown to or beyond the

control of the Insured on the part of a tenant occupying or using the Premises whether constituting an increase in risk or not provided that when the Insured becomes aware of such alteration the Insured shall immediately give notice in writing to the Company and pay any additional premium as the Company may require.

### **Sanctions**

The Company shall not be deemed to provide cover and shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **PREMIUM PAYMENT CONDITION**

The Insured undertakes that premium shall be paid in full to the Company within 60 days of inception of this Policy (or, in respect of instalment premiums, when due) and shall have the burden of establishing that such payment has been made.

If the Insured fails to comply with this undertaking the Company may give not less than 7 days' prior written notice of cancellation to the Insured via the broker or agent or direct. If the premium due is paid in full to the Company before the notice period expires, notice of cancellation shall automatically be revoked. If not, this Policy shall automatically terminate and be of no effect at the end of the notice period.

In the event of cancellation, premium is due to the Company calculated in accordance with the premium adjustment provisions of this Policy for the period the Company has been on risk, subject to any minimum premiums payable. The full policy premium shall be payable in the event of a loss or **Occurrence** prior to the date of termination which gives rise to a valid **Claim** under this Policy.

If any provision of this condition is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this condition which will remain in full force and effect.

## **EMPLOYERS LIABILITY TRACING OFFICE**

If this Policy provides Employers Liability cover, information relating to this Policy will be provided to the Employers Liability Tracing Office (the ELTO) and added to an **Electronic Database** (the Database) which will be managed by the ELTO.

The Database assists individual **Claimants** (the **Claimants**), who have suffered an employment related injury or disease arising out of their employment, and who are covered by the employers liability insurance of their employers,

- to identify which insurer (or insurers) was (or were) providing employers liability insurance during the relevant periods of cover; and
- to identify the relevant employers liability insurance policies

The Database and the data stored on it may be accessed and used by the **Claimants**, their appointed representatives, insurers with potential liability for UK employers liability insurance cover and any other person or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

By entering into this Policy the Insured is deemed to specifically consent to the use of insurance policy data in this way and for these purposes.

## **APPENDIX 1 – INTERESTS NOTED UNDER THIS POLICY**



## **COMPLAINT HANDLING PROCEDURES**

### **Internal Complaints Procedure**

At Allianz Global Corporate & Specialty we are committed to providing our customers with the highest possible level of service. We realise, however, that things can go wrong and you may feel we have not provided the service you expect. Our internal complaints procedure is designed to resolve problems promptly and fairly.

### **What you need to do**

You should first contact the intermediary who arranged your insurance. If they are unable to resolve your complaint, you can write to us or telephone your usual contact at:

Allianz Global Corporate & Specialty  
Allianz House  
60 Gracechurch Street  
London  
EC3V 0HR  
Tel: 020 3451 3000

When you contact us please give us a name and contact number and quote your policy and/or **Claim** number. Please explain clearly and concisely the reason for your complaint.