

Turnover Policy

Additional Services

The following additional benefits are automatically included with your policy cover.

Legal and Tax Helpline

You have automatic access to our 24 hour legal and tax helpline on **0845 300 1899***

Our consultants will give you confidential advice over the phone on any legal or tax matter affecting your business under the laws of the United Kingdom. They will tell you what your legal rights are, what courses of action are available to you and whether you need to consult with your legal advisor.

Counselling Services Tel 0117 9340105*

A counselling service is available for your staff to help them deal with situations such as bereavement, divorce the threat of violence in the workplace and bullying at work

Risk Solutions Helpline

The Risk Solutions Helpline aims to provide you with unlimited competent advice on risk management, compliance, security and health and safety issues, all at the end of the phone.

Staffed by qualified advisers, backed up with specialists and extensive library resources on many aspects of business risk. We can answer the majority of queries on the phone.

Also included is access to our "Hardfacts" series of risk management advice sheets, which provide guidance on issues of relevance to the sector in which you trade. To view these please visit :-

www.aviva.co.uk/risksolutions

The Risk Solutions Helpline is available between 9.00am and 5.00pm Monday to Friday on **0845 366 66 66*** (with an answering service outside these times)

Employment Compliance Manual

You have automatic access to our online Employment Compliance Manual. Please go to **www.aviva.co.uk/legalprotection**

Preferred Supplier Scheme

Offers a range of discounted products and services to help you manage the risk to your business.

Products include :-

- Intruder and Fire alarms
- Sprinkler Systems
- Fire extinguishers and fire safety signs
- Locks bars grilles and shutters

Every one of the preferred suppliers meets Aviva's own exacting standards of quality, service and commitment to customer satisfaction., so you know the products you get to are the best for your business. We are able to offer substantial discounts by using our bulk purchasing power, passing on all of the savings to you.

Claims Service Tel 0500 114477*

A 24 hour, 365 days a year claims line, providing emergency assistance whenever it is required.

Notification of a claim triggers Aviva's Total Incident Management process. This enables you to get back to the to business as usual as rapidly as possible. Upon first notification a claims incident manager will be able to :

- Ensure appropriate help is dispatched quickly in order to minimise the impact of an event on your business. This could include glaziers, builders, plumbers or computer recovery specialists.
- Arrange for rapid replacement of stolen goods and equipment
- Set in motion any other steps required to resolve your claim in the quickest way possible.

In all cases please have to hand your policy number to access this service.

* For our joint protection telephone calls may be recorded and/or monitored

Introduction

Thank You for choosing Aviva as Your insurer.

This is Your Turnover policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the written application You have signed and/or declaration You have made. Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

If after reading Your policy You have any questions, please contact Your insurance adviser.

Contents - a guide to Your policy

This policy booklet consists of individual Sections. It should be read in conjunction with The Schedule which indicates both the Sections You are insured under and gives precise details of the extent of Your insurance protection.

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The Contract of Insurance

The policy, the application form and/or declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury to the extent of and subject to the terms contained in or endorsed on the policy.

IMPORTANT

This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Your adviser or local Aviva office. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Choice of Law

The appropriate law as set out below will apply unless We agree with You otherwise

- (1) The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which You normally live or (if applicable) the first named policyholder normally lives
or
- (2) In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where You have Your principal place of business
or
- (3) Should neither of the above be applicable, the law of England and Wales.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact Commercial Schemes Team, Aviva, 51/54 Fenchurch Street, London EC3M 3LA.

Underwritten by

Aviva Insurance Limited

Registered in Scotland No.2116

Registered Office: Pitheavlis, Perth, Scotland PH2 ONH

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

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone:

0800 023 4567 (free from landlines) or
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

For compulsory classes of cover e.g. Employers Liability you would be covered in full for any claim; for any other type of claim, you would be covered for the first £2000 and 90% of the remainder; in each case, without any upper limit.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy.

Each Section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment data processing equipment information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or

- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
 - (2) borrowed by or hired to You
 - (3) a labour master or supplied by a labour master
 - (4) employed by labour only sub-contractors
 - (5) self employed
 - (6) under a work experience or training scheme
 - (7) a voluntary helper
- while working under Your control in connection
- (8) an outworker or homeworker when engaged in work on Your behalf.

Failure

Any partial or complete reduction in the

- (1) performance, or
 - (2) availability, or
 - (3) functionality, or
 - (4) the ability to recognise or process any date or time,
- of any
- (a) Computer and Electronic Equipment,
 - (b) electronic means of communication,
 - (c) web site.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

Money

Current

- (1) coin, bank and currency notes
- (2) postal and money orders, bankers' drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps

- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

Period of Insurance

From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.

Specified Contingency

fire
lightning
explosion
aircraft and other aerial devices or articles dropped from them
earthquake
storm or flood
escape of water from any tank apparatus or pipe
falling trees
impact
escape of fuel from any fixed oil heating installation

The Business

Activities directly connected with the business specified in The Schedule.

The Premises

The premises specified in The Schedule.

The Schedule

The document which specifies details of The Policyholder, The Premises, Property Insured and any Excesses, Endorsements and Conditions applying to the policy.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

We/Us/Our/Aviva

Aviva Insurance Limited.

You/Your/The Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

Sections which comprise Your policy

Operative only if stated in The Schedule

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Asset Protection

Business All Risks Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and will keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Damage

Accidental loss or destruction of or damage to the Property Insured.

Defined Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

malicious persons other than thieves

earthquake

storm or flood

escape of water from any tank, apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation.

Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We will deduct for each and every claim at each separate location after the application of Average. You will repay any such amount paid by Us.

Property Insured

Property insured as detailed in The Schedule

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item
or
- (2) the Total Sum Insured
or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

Clauses

The following clauses apply to this Section.

Automatic Reinstatement of Sum Insured

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

You must pay the additional premium needed to reinstate the Sum Insured.

Average

Each of the Sums Insured by this Section is subject to average. This means that if at the time of Damage, the Item Sum Insured is less than the total value of the property, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

Basis of Claims Settlement – Reinstatement

Unless otherwise stated in The Schedule, in the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions

- (1) If Property Insured under any Buildings, Block of flats, furniture, Machinery or Tenants alterations Item described in The Schedule, other than pedal cycles, personal items, rent or motor vehicles if insured, is lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such Property Insured is damaged, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the completely destroyed property had been

- (2) The Property Insured may be replaced on another site and in a manner suitable to You needs, but this must not increase Our liability.
- (3) All work must begin and be carried out as quickly as possible.
- (4) If, at the time of replacement or repair 85% of what it would have cost to replace the whole of the Property Insured under that Item, is greater than the Sum Insured at the time the Damage occurred, You will be liable to bear a proportionate share of the loss.
- (5) We will not pay under this Clause
- (a) until You have incurred the cost of replacing or repairing the Property Insured
 - (b) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
 - (c) if You do not comply with any of the terms of this clause.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
- (a) an existing or hidden defect
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty design or faulty materials used in its construction
 - (e) faulty workmanship, operating error or omission by You or any employee
 - (f) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which You own or control
 - (g) the bursting of
 - (i) a boiler
 - (ii) other equipment
not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage caused by or consisting of
- (a) (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
 - (vi) mould or fungus

- (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture or finish

- (c) nipple or joint leakage or failure of welds
- (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
- (e) mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
- (ii) any subsequent Damage which results from a cause not otherwise excluded.

- (3) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage, not otherwise excluded, caused by

- (a) pollution or contamination which results from a Defined Contingency
- (b) a Defined Contingency which results from pollution or contamination.

- (4) Damage caused by or consisting of

- (a) subsidence, ground heave or landslip unless resulting from fire, explosion earthquake or escape of water from any tank, apparatus or pipe
- (b) normal settlement of new structures
- (c) acts of fraud or dishonesty
- (d) (i) disappearance
- (ii) unexplained or inventory shortage
- (iii) misfiling, misplacing of information or clerical error

- (e) theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.

- (5) Damage by fire resulting from its' undergoing any process involving the application of heat.

- (6) Damage resulting from its' undergoing any process of

- (a) production or packaging
- (b) treatment, testing or commissioning
- (c) servicing or repair

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.

- (7) Damage while the building is unoccupied or disused caused by

- (a) escape of water from any tank, apparatus or pipe
- (b) malicious persons
- (c) theft or attempted theft.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion.

- (8) Damage more specifically insured by You or on Your behalf.

- (9) consequential loss or damage.

- (10)(a) property insured by any marine policy

- (b) property which would be insured under any marine policy if this insurance did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

- (11) Damage to Money.

- (12) goods held in trust or on commission unless specifically mentioned in The Schedule.

- (13) the Excess stated in The Schedule.
- (14) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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 fact
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence
 - and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

Conditions and Additional Clauses

The following Conditions and Additional Clauses only apply to this Section if stated in The Schedule.

(Also refer to the Policy Conditions at the back of this policy booklet).

Conditions

A Intruder Alarm System

For the purpose of this Additional Condition the following definitions apply

Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into Protected Premises.

Protected Premises

The Premises or those portions of The premises protected by the Intruder Alarm System.

Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

Keyholder

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

If in relation to any claim for Damage caused by theft or attempted theft involving entry or exit from The Premises by forcible and violent means You have failed to fulfill any of the following conditions You will lose Your right to indemnity or payment for that claim.

While The Premises are unattended You must ensure that

- (1) The Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed, installed and maintained as agreed by Us.
- (2) the Protected Premises must not be left without at least one Responsible Person in attendance
 - (i) unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
 - (ii) if the police have withdrawn their response to alarm calls.
unless we agree otherwise.
- (3) in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend The Premises as soon as reasonably possible, in order to confirm the security of The Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at The Premises unless We agree otherwise in writing.
- (4) You shall advise Us as soon as possible, and in any event not later than 1000am on Our next working day,
 - (i) that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - (ii) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

- (ii) that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order

and You must comply with any of Our subsequent requirements.

- (5) No alteration or substitution of
 - (i) any part of the Intruder Alarm System
 - (ii) the structure of The Premises or changes to the layout of The Premises which would affect the effectiveness of the Intruder Alarm System
 - (iii) the means of communication used to transmit signals from the Intruder Alarm System
 - (iv) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
 - (v) the maintenance contractshall be made without Our written agreement.
- (6) You and each Keyholder must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from The Premises when they are left unattended.
- (7) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company, as agreed by Us.
- (8) You must appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System, and with the police if they so require.

B Requirements

If in relation to any claim in respect of Damage insured by this Section, You have failed to implement the requirements stated in the Schedule of Requirements within the timescales specified, You will lose Your right to indemnity or payment for that claim.

C Minimum Security Condition

If in relation to any claim for Damage, as insured by this Section, occurring more than 30 days after the inception of this Section, You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim.

- (1) final exit doors must be secured as follows
 - (a) timber doors - by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
 - (b) aluminium doors - by cylinder mortice lock operating a swinging lock bolt
 - (c) PVCu doors - by key operated multi-point locking devices having three or more locking points
 - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

When The Premises are closed for business all locks fitted to final exit doors must be put into effect.

- (2) all other external doors and internal doors leading to common areas or other premises, must be secured:
 - (a) by the means set out in (1), or
 - (b) by key operated security bolts fitted top and bottom

- (3) all opening windows or roof lights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut
- (4) any security measures stipulated or agreed by Us in writing.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

D Alarm Condition - Specified Vehicles

This Section excludes Damage resulting from theft or attempted theft from the specified unattended Vehicle unless the alarm system approved by Us is

- (1) put into operation and all alarm keys removed
and
- (2) maintained in accordance with the terms and conditions of the installing company's agreement.

E Alarm Condition - Unspecified Vehicles

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle unless the alarm system approved by Us is

- (1) put into operation and all alarm keys removed
and
- (2) maintained in accordance with the terms and conditions of the installing company's agreement.

Additional Clauses

(1) Exclusion of Theft

This Section excludes Damage by theft or attempted theft.

(2) Overnight Theft Exclusion - Vehicles in the Open

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle during the hours from 9pm until collected by Your driver unless such Vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

(3) Overnight Theft Exclusion - Vehicles in Compounds

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle during the hours from 9pm until collected by Your driver unless such Vehicle is garaged in a securely locked building of substantial construction.

(4) Unattended Vehicle Theft Exclusion

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle.

(5) Portable Computer Equipment

If in relation to any claim for Damage by theft or attempted theft You have failed to fulfill any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) when Portable Computer Equipment is left unattended inside any road vehicle
 - (i) the vehicle is securely locked and all security devices set in operation

- (ii) it is kept in a locked building of substantial construction or guarded security park between the hours of 900pm and 600am unless the vehicle is aboard a ship or ferry
 - (iii) the Portable Computer Equipment is concealed from view
 - (iv) the Portable Computer Equipment is stored in the boot or under the parcel shelf if the vehicle is a private car
- (2) when Portable Computer Equipment is in transit by air it is carried as hand luggage
 - (3) when Portable Computer Equipment is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.

For the purpose of this Additional Clause,
Portable Computer Equipment shall mean:

Personal computers, small micro computers and similar equipment used for processing, communicating and storing electronic data, and which are designed to be carried by hand.

Goods in Transit Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and will keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Damage

Loss or destruction of or damage to the Property Insured.

Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We will deduct for each and every claim after the application of Average. See Condition 2. You will repay any such amount paid by Us.

Means of Transit

As stated in The Schedule.

Occurrence

An event, or number of events, arising from a single cause or occurrence occurring during the Period of Insurance.

Vehicle

Any motor vehicle and/or trailer and/or container which You own or operate.

Personal Effects

Personal possessions excluding cash, bank notes, credit cards, watches and jewellery.

Property Insured

General merchandise connected with The Business owned by You or which You are responsible for.

Territorial Limits

England, Wales and Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

Tools

Tools, tool kits or test equipment which You own or are hired by You or used by You in connection with The Business and for which You are responsible.

Cover

We will indemnify You in respect of

(1) Damage

- (a) while in transit by the Means of Transit including
 - (i) loading and unloading
 - (ii) whilst temporarily stored during transit.

The maximum We will pay in respect of any one Occurrence is the Limit of Liability as stated in The Schedule.

- (b) to Your own sheets, ropes, chains, toggles or packing materials while carried on any Vehicle.

We will replace sheets as new if You prove that these were not more than one year old at the time of the Damage.

- (c) to You or Your drivers' Personal Effects in, or from, any Vehicle.

The maximum We will pay in respect of any one person for any one Occurrence is £500.

We will not indemnify You or Your driver for Damage to any item insured by any other insurance policy.

(d) to Tools

- (i) in or from any Vehicle
- (ii) whilst temporarily stored during transit.

The maximum We will pay in respect of any one Occurrence is the Tools Limit of Liability as stated in The Schedule.

(2) Debris Removal

Costs and expenses incurred by You with Our consent

- (a) in removing debris
- (b) in site clearance
- (c) for transhipment and recovery charges following collision, overturning or impact of any Vehicle with any object.
- (d) to reduce or prevent claims.

in the Territorial Limits in connection with The Business.

The maximum We will pay in respect of any one occurrence is £10,000.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

(1) Damage caused by

- (a) defective or inadequate packing, insulation or labelling
- (b) evaporation or ordinary leakage
- (c) vermin, wear, tear, gradual deterioration or contamination
- (d) an existing or hidden defect
- (e) delay

- (f) inadequate documentation
- (g) indirect or consequential loss
- (h) its' own
 - (i) mechanical
 - (ii) electrical
 - (iii) electronic
 - (iv) electro magnetic

derangement.

However, We will indemnify You if such Damage is caused by external means.

(2) shortage in weight.

(3) Damage caused by deterioration or variation in temperature.

However we will indemnify You if such Damage is caused as a result of any Vehicle being directly involved in a road traffic accident.

(4) Damage arising from

- (a) confiscation, requisition or destruction by order of any government or any public authority
- (b) riot, civil commotion, strikes, lockouts or labour disturbances.

(5) Damage

- (a) occurring outside the Territorial Limits
- (b) not connected with The Business.

(6) Damage to

- (a) audio and visual equipment
- (b) clocks and watches
- (c) computer hardware and software
- (d) explosives
- (e) furs and curios
- (f) gold and silver articles
- (g) jewellery and precious stones
- (h) living creatures
- (i) Money and bullion

- (j) non ferrous metals
- (k) rare books and works of art
- (l) tobaccos, cigars and cigarettes
- (m) wines and spirits

However, We will indemnify You in respect of Damage to such property if the property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.

- (7) Damage caused by theft or attempted theft of the Property Insured and/or Tools or Personal Effects from any unattended Vehicle being any Vehicle with no person in charge, or keeping the Vehicle under observation, and able to observe or prevent any attempt by any person to interfere with the Vehicle.

However, We will indemnify You if You have ensured that

- (a) all doors, windows and other points of access have been locked where locks have been fitted
and
- (b) all manufacturers' security devices have been put into effect
and
- (c) the keys have been removed from any unattended Vehicle
and
- (d) unattached trailers have anti-hitching devices fitted and they are put into effect.
- (8) Damage including to, Tools or Personal Effects, while temporarily stored during transit for periods exceeding thirty consecutive days.
- (9) property in transit for hire or reward.
- (10) the Excess as stated in The Schedule.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

(1) Automatic Reinstatement

The Limit of Liability stated in The Schedule will not be reduced by the amount of any claim unless We give You or You give Us written notice to the contrary.

You must pay the additional premium needed to reinstate the Limit of Liability.

(2) Average

If at the time of Damage, the Limit of Liability for the Property Insured, other than under 1(b), 1(c) and 1(d) above, or Tools stated in The Schedule is less than the value at risk You will

- (a) be responsible for the difference in value
and
- (b) bear a rateable proportion of any loss.

(3) Declarations

The insurance on the Property Insured is subject to the following

The first and annual premiums paid are provisional.

- (a) You must declare to Us the actual value of the property in transit for the Period of Insurance within one month of the expiry of the Period of Insurance.
- (b) At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared.
- (c) If the actual premium is more than the provisional premium paid, You will pay the difference.

If the actual premium is less than the provisional premium paid, We will refund the difference.

- (d) Every insurance on the Property Insured must be similar in wording with this insurance.

(4) Reasonable Care

If in relation to any claim, You have failed to comply with any of the following conditions, You may lose Your right to indemnity, or payment for that claim.

You must

- (a) only employ reliable and competent drivers and
- (b) take all reasonable measures to
 - (i) prevent Damage
 - (ii) secure loads properly
 - (iii) maintain any Vehicle in accordance with current law
 - (iv) ensure any Vehicle is suitable for the purpose for which it is to be used

(5) Substitution of Vehicles

Where Vehicles are individually specified in The Schedule, We will insure, subject to the Limit of Liability, and any other terms and conditions applicable to the original Vehicle, the Property Insured whilst in or on any other vehicle

- (a) temporarily substituted for the specified Vehicle whilst the vehicle is out of use for maintenance, repair or official vehicle testing.
- (b) permanently substituted for the specified Vehicle provided that You inform Us in writing within 21 days of the substitution.

Clauses

The following clauses only apply to this Section if stated in The Schedule.

A Overnight Theft Exclusion - Vehicles in the Open

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle during the hours from 9pm until collected by Your driver unless such Vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

B Overnight Theft Exclusion - Vehicles in Compounds

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle during the hours from 9pm until collected by Your driver unless such Vehicle is garaged in a securely locked building of substantial construction.

C Unattended Vehicle Theft Exclusion

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle.

D Alarm Clause - Specified Vehicles

This Section excludes Damage resulting from theft or attempted theft from the specified unattended Vehicle unless the alarm system approved by Us is

- (1) put into operation and all alarm keys removed and
- (2) maintained in accordance with the terms and conditions of the installing company's agreement.

E Alarm Clause - Unspecified Vehicles

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle unless the alarm system approved by Us is

- (1) put into operation and all alarm keys removed
and
- (2) maintained in accordance with the terms and conditions of the installing company's agreement.

Money and Assault Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated as applying.

Bodily Injury

Bodily injury by violent and visible means, which directly and independently of any other cause, results in death or disablement.

Business Hours

Your normal working hours and any other period during which You or one of Your directors, principals or Employees, entrusted with Money are on The Premises in connection with The Business.

Loss of Limb

- (1) Severance at or above the wrist or ankle
or
- (2) Total and permanent loss of use of a hand, arm, foot or leg.

The Premises

The Premises stated in the Property Damage Sections of The Schedule unless varied by endorsement.

Part A - Money

Cover

We will indemnify You in respect of

- (1) loss of Money, up to the Limit Any One Loss stated in The Schedule, which
 - (a) belongs to You
or
 - (b) You are responsible for
in connection with The Business while
 - (i) in transit
 - (ii) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
 - (iii) on contract sites while You or Your Employees are working there
 - (iv) on The Premises
 - (v) at Your home or that of Your directors, principals or Employees
 - (vi) in a bank night safe until removed by the bank
- (2) the cost of replacement or repair following loss of or damage to any
 - (a) safe or strongroom specified in The Schedule
 - (b) case, bag or waistcoat used for carrying Money
following theft or attempted theft of Money
- (3) loss of or damage to clothing and personal belongings owned by You, Your directors, principals or any Employee following theft or attempted theft of Money involving violence or threat of violence
occurring during the Period of Insurance.
The maximum We will pay for any one person is £500.

Exceptions - Part A - Money Only

The Exceptions below apply to Part A - Money of this Section only.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) loss or shortages due to clerical or accounting errors, or omissions, accountancy depreciation, currency fluctuation or consequential loss of any kind
- (2) loss due to the dishonesty of Your directors, principals or Employees
 - (a) not discovered within seven working days of the loss
 - (b) where a more specific insurance is in force, except for any amount in excess of that insurance
- (3) loss of Money from unattended vehicles being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle
- (4) loss or damage outside England, Wales and Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man
- (5) loss resulting directly or indirectly from
 - (a) forgery
 - (b) fraudulent alteration or substitution
 - (c) fraudulent use of a computer or electronic transfer
- (6) loss resulting from use of any form of payment which proves to be
 - (a) counterfeit
 - (b) false
 - (c) invalid
 - (d) uncollectable
 - (e) irrecoverable for any reason
- (7) loss of Money from any gaming or vending machine unless specifically stated in The Schedule.

Part B – Assault

Cover

We will pay compensation to You for Bodily Injury to an Insured Person occurring during the Period of Insurance caused by theft or attempted theft, involving violence or threat of violence, which happens in the course of The Business and directly and independently of any other cause results in any of the following Contingencies

- (1) death
- (2) total and permanent loss of sight in one or both eyes
- (3) loss of one or more limbs
- (4) any other total and permanent disablement which, after 24 months of Bodily Injury, prevents the Insured Person from pursuing any occupation
- (5) total disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing their normal occupation
- (6) partial disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing a substantial part of their normal occupation.

Clauses – Part B - Assault Only

The following clauses apply to Part B - Assault of this Section only.

(1) Amounts Payable

- (a) We will pay for any one injury
 - (i) the compensation stated in The Schedule
 - (ii) weekly compensation at four weekly intervals
 - (iii) compensation under contingencies (5) and (6) for a maximum of 24 months from the date that the disablement started
- (b) weekly compensation being paid for the same injury will end if We pay compensation under any of contingencies (1) - (4)
- (c) insurance will end for the Insured Person if We pay compensation under any of contingencies (1) - (4).

(2) Medical Evidence

- (a) We may require, at Our expense,
 - (i) an Insured Person to undergo medical examinations
 - or
 - (ii) a post mortem to be carried out.
- (b) You or Your legal representative will supply to Us, at Your expense, any
 - (i) certificate
 - (ii) information
 - (iii) evidencein the format We require.

Conditions - Part A - Money Only

The following Conditions apply to Part A - Money of this Section only.

(Also refer to the Policy Conditions at the back of this policy booklet).

(1) Records and Key Security

We will not pay any claim unless

- (a) You keep a complete record of Money in a secure place other than in a safe or strongroom containing Money
- (b) outside Business Hours the safe or strongroom will be kept locked and the keys removed from The Premises unless The Premises are occupied by You, Your directors, principals or authorised Employees, in which case the keys will be kept in a secure place away from any safe or strongroom
- (c) whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.

(2) Adjustment of Premium

The premium having been calculated in part on estimates provided by You

- (a) within one month after the expiry of each Period of Insurance You will provide Us with an accurate statement in the form We require so that the premium for that period can be calculated and the difference paid by or allowed to You subject to Our retention of any Minimum Premium We may require and
- (b) should You fail to supply such a statement within one month after the expiry of each Period of Insurance We will be entitled to charge an additional premium in respect of that Period of Insurance.

Additional Conditions

The following Additional Conditions apply to this Section only if the letter stated against them appears in the Schedule

(Also refer to the Policy Conditions at the back of this policy booklet).

A Intruder Alarm System

For the purpose of this additional condition the following definitions apply

Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into Protected Premises.

Protected Premises

The Premises or those portions of The Premises protected by the Intruder Alarm System.

Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

Keyholder

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

If in relation to any claim for loss or damage caused by theft or attempted theft involving entry or exit from The Premises by forcible or violent means, You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim.

While The Premises are unattended You must ensure that

- (1) The Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed, installed and maintained as agreed by Us.
- (2) the Protected Premises must not be left without at least one Responsible Person in attendance
 - (i) unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
 - (ii) if the police have withdrawn their response to alarm calls.unless We agree otherwise.
- (3) in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend The Premises as soon as reasonably possible, in order to confirm the security of The Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at The Premises unless We agree otherwise in writing.
- (4) You shall advise Us as soon as possible, and in any event not later than 1000am on Our next working day,
 - (i) that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - (ii) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

- (iii) that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order

and You must comply with any of Our subsequent requirements.

- (5) no alteration or substitution of
 - (i) any part of the Intruder Alarm System
 - (ii) the structure of The Premises or changes to the layout of The Premises which would affect the effectiveness of the Intruder Alarm System
 - (iii) the means of communication used to transmit signals from the Intruder Alarm System
 - (iv) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
 - (v) the maintenance contractshall be made without Our written agreement.
- (6) You and each Keyholder maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from The Premises when they are left unattended.
- (7) The Intruder Alarm System is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company, as agreed by Us.
- (8) You appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System, and with the police if they so require.

B Requirements

If in relation to any claim You have failed to implement the requirements set out in The Schedule of Requirements within the timescales specified, You will lose Your right to indemnity or payment for that claim.

C Security Company Exception

We will not indemnify You in respect of loss of Money in the custody of any security company.

D Security Company Contingency Cover

We will indemnify You in respect of loss of Money in the custody of the security company You have an agreement with if You are unable to recover the Money from the security company.

If in relation to any claim in respect of loss of Money in the custody or control of the security company that You have an agreement with, You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) provide Us with a copy of the agreement between You and the security company
- (b) obtain Our written agreement before any changes are made to the agreement
- (c) comply with the terms of the agreement.

E Money in Transit

If in relation to any claim for Money (other than described in Item 1 of the Schedule) in transit You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (a) it is accompanied by the following number of persons who must be either You, Your partners, directors or Employees
 - over £2,000
 - up to £5,000 at least two persons
 - over £5,000
 - up to £8,000 at least three persons
 - over £8,000 at least four persons
 - over £12,000 as stated in The Schedule and
- (b) private transport is used for amounts greater than £2,000 where the distance exceeds haifa mile.

Our liability will not exceed the limits stated in The Schedule.

F Visible Evidence

We will not indemnify You in respect of any loss or damage by theft or attempted theft unless there is visible evidence of entry into or exit from any building at The Premises involving forcible and violent means.

G Minimum Security Condition

If in relation to any claim for loss or damage caused by theft or attempted theft involving entry or exit from The Premises by forcible and violent means, occurring more than 30 days after the inception of this Section, You have failed to fulfill any of the following Conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) Final exit doors are secured as follows:
 - (a) timber doors - by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
 - (b) aluminium doors - by cylinder mortice lock operating a swinging lock bolt
 - (c) PVCu doors - by key operated multi-point locking devices having three or more locking points
 - (d) the first closing leaf or double leaf doors must be fitted internally with bolts top and bottom.
- When The Premises are closed for business all locks fitted to final exit doors must be put into effect.
- (2) All other external doors and internal doors leading to common areas or other premises, are secured
 - (a) by the means set out in (1), or
 - (b) by key operated security bolts fitted top and bottom
- (3) All opening windows or rooflights accessible from the ground or via roofs, pipe work or other structures are secured by key operated locking devices or screwed permanently shut
- (4) Any security measures stipulated or agreed by Us in writing.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

Contract Works Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section, unless an alternative definition is stated to apply.

Contract

Any contract or agreement, entered into by You to carry out work in the course of The Business where the estimated Maximum Contract Price does not exceed the amount stated in The Schedule.

Contract Site

- (1) A site within the Territorial Limits at which You are carrying out work under a Contract or
- (2) The site address stated in The Schedule if cover applies to a specific Contract.

Damage

Physical

- (1) loss
- (2) destruction
- (3) damage.

Employee's Tools

Employee's tools and personal belongings while on or adjacent to any Contract Site and in transit between Your premises and the Contract Site other than

- (1) motor vehicles.
- (2) gold or silver articles.
- (3) watches or jewellery.
- (4) Money.

Estimated Original Contract Price

The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract or Works.

Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which You must pay for each and every claim and You will reimburse any such amount paid by Us.

Existing Structures

Any property (including fixtures, fittings and contents) which, prior to the commencement of any Contract, forms part of any structure.

Free Issue Materials

Materials for incorporation into the Contract

- (1) issued free to You by or on behalf of Your Employer and
- (2) for which You are responsible under the conditions of the Contract

the value of which will not be included in the final valuation of the Works carried out or the final contract price and which are not otherwise excluded from this Section.

Hired in Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings hired in by You for use in connection with any Contract while anywhere within the Territorial Limits including transit other than by sea or air.

Maintenance Period

The period indicated in the conditions of the Contract, but not exceeding '12 months, during which You are responsible for rectifying defects.

Maximum Contract Price

The maximum price of any Contract for which we will provide indemnity as stated in The Schedule.

Practical Completion

Works which are

- (1) completed
or
- (2) complete except for the prospective buyers or tenant's choice of decorations or final fitments.

Property Insured

Works, Your Plant and Hired in Plant which You own or are responsible for as stated in The Schedule.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Works

- (1) Temporary or permanent works completed or to be completed as part of any Contract and/or
- (2) Materials for incorporation whilst on or adjacent to the Contract Site and in transit to or from the Contract Site other than by sea or air.

Your Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings owned by You, while anywhere within the Territorial Limits including transit other than by sea or air.

Cover

We will indemnify You in respect of Damage to the Property Insured during the Period of Insurance and within the Territorial Limits.

The maximum that We will pay in respect of any one occurrence which gives rise to a claim under this Section is for

(1) Works

(which includes any liability we may have in respect of the cover provided under the Clauses) 125% of the Estimated Original Contract Price including the value of Free Issue Materials in respect of any Contract or Works.

We will have no liability under this Section where the Estimated Original Contract Price plus the value of Free Issue Materials exceeds the Sum Insured stated in The Schedule at the time of Damage.

(2) Your Plant

The Sum Insured stated in The Schedule at the time of Damage.

(3) Hired in Plant

The Sum Insured stated in The Schedule at the time of Damage.

(4) Employee's Tools

The Sum Insured stated in The Schedule at the time of Damage.

The maximum that We will pay in respect of any one Employee is the limit stated in The Schedule.

Clauses

The following clauses apply to this Section.

Additional Interests

We will, to the extent required by the conditions of the Contract, include the interest as joint Insured of any

- (a) employer
- or
- (b) contractor.

Automatic Reinstatement of Sum Insured

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

Consecutive Damage

Damage to Property Insured at any one Contract Site during a period of 72 consecutive hours caused by

- (1) earthquake
- (2) storm, flood or other water damage
- (3) subsidence or collapse

will be considered for the purpose of applying any Excess as one occurrence of Damage.

Continuing Hire Charges

We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any item of Hired in Plant insured under this Section.

Damage to Security Devices

If the attempted theft of any vehicle included within Your Plant or Hired in Plant results in Damage only to the vehicle immobiliser, locating, tracking or other security device, We will apply a reduced Excess of £50.

Debris Removal

We will indemnify You in respect of the costs and expenses that You incur, with Our consent, for

- (1) removing debris
 - (2) dismantling or demolishing
 - (3) shoring up or propping
 - (4) clearing or repairing drains or service mains
- following Damage to Property Insured.

The maximum that We will pay in respect of any one loss is 25% of the Estimated Original Contract Price.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it.
- (b) arising from pollution or contamination of property not insured under this Section.
- (c) more specifically insured.

Dwellings

All Contracts or Works solely concerned with the erection of private dwellings not exceeding four storeys in height are insured under this Section irrespective of the Estimated Original Contract Price of such Contracts.

The maximum that we will pay in respect of anyone loss is 125% of the Sum Insured in the description of the Contract or Works in The Schedule.

European Union and Public Authorities Clause

Following Damage to Works, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (a) European Union Legislation.
- (b) Act of Parliament.
- (c) Bye-Laws of any public authority.

We will not indemnify You in respect of

- (1) costs incurred
 - (a) in respect of Damage not insured by this Section.
 - (b) where notice was served on You before the Damage occurred.
 - (c) where an existing requirement must be completed within a stipulated period.
 - (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage.

- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement, repair or replacement

- (a) must begin and be carried out as quickly as possible.
- (b) may be carried out on another site if necessary provided this does not increase Our liability.

If Our liability under this Section is reduced by the application of any terms of this policy, Our liability under this clause will be similarly reduced.

The maximum We will pay under this Clause in respect of any one Contract is the Sum Insured as stated in The Schedule.

Expediting Expenses

We will indemnify You in respect of the reasonable costs and expenses that You incur for

- (1) overtime
- (2) nightwork
- (3) work on public holidays
- (4) special delivery

to reinstate or repair Property Insured following Damage.

The maximum that We will pay in respect of any one loss is 25% of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

Free Issue Materials

The Works will include any Free Issue Materials provided You include their value in

- (1) the contract price of any Contract
- (2) the declaration required by the Adjustment of Premium Condition of this Section.

Immobilised Plant

We will indemnify You in respect of necessarily incurred costs for the withdrawal or recovery of Your Plant or Hired in Plant accidentally immobilised on or adjacent to any Contract Site.

We will not pay for withdrawal or recovery required as a result of the breakdown of Your Plant or Hired in Plant.

Incidental Hiring of Plant

We will indemnify You in respect of Damage to any item of Your Plant while it is hired or loaned to a third party.

The maximum that We will pay is £25,000 in respect of any one loss.

Indemnity to Sub-Contractors

We will, to the extent required by contract conditions, provide indemnity to nominated or domestic sub-contractors in respect of Damage to the Property Insured.

Locating and Tracking Devices

We will not apply an Excess in respect of theft of a vehicle which is

- (1) insured under Your Plant or Hired in Plant and
- (2) fitted with an activated operational locating or tracking device of a type approved by Us.

Loss of Keys

If the key to any immobiliser permanently fitted to a vehicle included as Your Plant or Hired in Plant is lost or stolen, We will indemnify You in respect of the cost of replacing the cylinder of the lock.

The maximum that We will pay is £500 in respect of any one loss,

We will not indemnify You in respect of the first £50 of each claim.

Off-Site Storage

The Works includes materials, anywhere within the Territorial Limits, separately stored and identified for inclusion in any Contract.

The maximum that We will pay in respect of any one loss is either

- (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions
or
- (2) £25,000.

Professional Fees

We will indemnify You in respect of professional fees necessarily incurred in reinstating, repairing or replacing the Works following Damage.

We will not indemnify You in respect of fees

- (a) more specifically insured.
- (b) incurred in preparing a claim.

Redrawing Plans or Documents

We will indemnify You in respect of the cost of rewriting or redrawing plans, drawings or other Contract documents following Damage.

The maximum that We will pay in respect of any one loss is £25,000.

Show Properties

We will indemnify You in respect of Damage to show properties including their contents.

The maximum that We will pay in respect of the contents of any one show property is £35,000.

Speculative Building

We will indemnify You in respect of Damage to any private dwelling You have erected on a speculative basis.

This indemnity will cease on

- (1) the date You sell, lease or rent the property
or
- (2) 180 days from Practical Completion
whichever is the earlier.

Taken Into Use

We will indemnify You in respect of Damage to any part of the permanent Works taken into use as private dwellings or offices.

This indemnity will cease when

- (1) a certificate of completion has been issued
or
- (2) the permanent Works have been completed and handed over to Your employer.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

(1) Damage to any part of the permanent Works

- (a) for which a certificate of completion has been issued
or
- (b) which has been completed and handed over to Your employer
or
- (c) taken into use

unless the Damage occurs

- (i) during the Maintenance Period but caused before the beginning of the Maintenance Period
or
- (ii) while You are carrying out Your obligations under the Maintenance Period
or
- (iii) within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract.

(2) Damage as a result of

- (a) gradual deterioration or wear and tear.
- (b) rust or mildew.
- (c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (d) confiscation, nationalisation or requisition or destruction by or under the order of any government or public authority.

(3) Repair to or replacement of any item of Your Plant or Hired in Plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement other

than in respect of Hired in Plant and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement.

(4) Damage to

- (a) Existing Structures.
- (b) Money.
- (c) any mechanically propelled vehicle including any trailer attached licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of trade.
- (d) any aircraft or waterborne vessel.
- (e) property for which You are relieved of responsibility by the conditions of the Contract.

(5) Damage

- (a) by disappearance or shortage discovered only when an inventory is taken
or
- (b) which is not traceable to an event.

(6) Damage caused by pollution or contamination other than that of or to the Property Insured.

(7) liquidated damages, fines or any other penalties under contract for delay or non-completion.

(8) consequential loss or damage of any kind.

(9) the cost of normal upkeep or making good.

(10) Damage to and the cost necessary to reinstate or repair

- (a) Property Insured which is in a defective condition due to a defect in
 - (i) design, plan or specification
 - (ii) materials
 - (iii) workmanship

of or of any part of that Property Insured

- (b) other Property Insured to enable the reinstatement or repair of Property Insured excluded by (a) above.

This exception will not apply to other Property Insured which is free of the defective condition but is damaged as a result.

Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that Property Insured.

(11) the Excess/Excesses.

(12) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

Terrorism shall mean:

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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
- (ii) in respect of Damage occurring in any Territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by

nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) or persons or so claimed in whole or in part for political religious ideological or similar purposes

In any action suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

(1) Adjustment of Premium

If the premium is based on estimates You have supplied You must

- (a) keep accurate records (which We may require to examine) of all relevant information.
- (b) submit a declaration within one month after the expiry of the Period of Insurance if the turnover has increased or decreased by more than 20% of the declared figure, so that the premium can be calculated and (subject to any minimum premium requirements) any difference paid by or to You.

(2) Diminution of Damage

The Insured shall carry out and permit any action to be taken which may be reasonably practicable to diminish Damage and at Our request and expense comply with and co-operate in any measures that may be reasonably required.

Endorsements

This Section is subject to any endorsements as stated in The Schedule as applying.

Revenue Protection

Business Interruption Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Damage

Accidental loss or destruction of or damage to property used by You at The Premises for the purpose 01 The Business.

Defined Contingency

fire
lightning
explosion
aircraft and other aerial devices or articles
dropped from them
riot, civil commotion, strikers, locked out
workers or persons taking part in labour
disturbances
malicious persons other than thieves
earthquake
storm or flood
escape of water from any tank, apparatus or
pipe
failing trees
impact
escape of fuel from any fixed oil heating
installation.

Cover

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business as a result of Damage occurring during the Period of Insurance caused by each of the following Contingencies if the letter set against it appears on The Schedule.

The Schedule will state

- (a) which of the following Contingencies apply
- (b) any other Contingencies which apply.

The maximum We will pay in respect of any one claim is

- (a) for any Item, the Sum Insured or Limit of Liability stated in The Schedule
- (b) in aggregate, the total Sum Insured.

Contingencies

A (1) Fire.

We will not indemnify You in respect of Damage

- (a) caused by explosion resulting from fire
- (b) to that portion of any item caused by its' own self ignition, leakage of electricity, short circuiting or over-running
- (c) to the Property caused by
 - (i) its' own spontaneous fermentation or heating
 - (ii) its' undergoing any process involving the application of heat.

(2) Lightning.

(3) Explosion

- (a) of boilers
- (b) of gas in a building not being part of any gas works

used for domestic purposes or used for lighting or heating the building.

- We will not indemnify You for Damage caused by earthquake or underground fire.
- B Explosion.**
- We will not indemnify You in respect of any Damage caused by the bursting of any equipment on The Premises belonging to You or under Your control where the internal steam pressure is due to steam only.
- However, We will indemnify You in respect of Damage not otherwise excluded, caused by the bursting of any boiler on The Premises belonging to You or under Your control where the internal pressure is due to steam only.
- C Aircraft including**
- (a) other aerial devices
 - (b) articles dropped from them.
- D Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.**
- We will not indemnify You in respect of Damage caused by or happening through work stoppages.
- E Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.**
- We will not indemnify You in respect of Damage caused by or happening through
- (a) work stoppages
 - (b) theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation
 - (c) Damage whilst The Premises are unoccupied or disused.
- F Riot or civil commotion, but limited to Damage by Fire only.**
- We will not indemnify You in respect of Damage caused by or happening through work stoppages.
- G Earthquake.**
- H Earthquake (but limited to Damage caused by Fire only).**
- J Earthquake (but not Damage caused by Fire).**
- K Underground Fire.**
- L Fire caused by the Property Insured's own spontaneous combustion.**
- M Storm.**
- We will not indemnify You in respect of
- (a) Damage due only to change in the water table level
 - (b) Damage caused by
 - (i) escape of water from any water course, lake, reservoir, canal or dam
 - (ii) inundation from the sea
 - (iii) frost
 - (iv) subsidence, ground heave or landslip
 - (c) Damage to fences, gates and moveable property in the open
- N Storm, Flood and Falling Trees.**
- We will not indemnify You in respect of
- (a) Damage due only to change in the water table level
 - (b) Damage caused by
 - (i) frost
 - (ii) subsidence, ground heave or landslip
 - (iii) escape of water from any tank, apparatus or pipe
 - (iv) felling, lopping or pruning of trees
 - (c) Damage to fences, gates and moveable property in the open.

P Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

We will not indemnify You in respect of

- (a) Damage by water discharged or leaking from an automatic sprinkler installation
- (b) Damage whilst The Premises are unoccupied or disused.

Q Impact by any vehicle or by goods falling therefrom or animal.

We will not indemnify You

- (a) if the vehicle or animal is owned by or under the control of
 - (i) You
 - (ii) any member of Your family
 - (iii) any of Your Employees
- (b) in respect of Damage to goods being carried.

R Impact by any vehicle or by goods falling therefrom or animal.

We will not indemnify You in respect of goods being carried.

S Water accidentally discharged or leaking from any automatic sprinkler installation at The Premises

We will not indemnify You in respect of Damage caused by

- (a) freezing whilst The Premises owned or occupied by You are unoccupied or disused
- (b) explosion, earthquake, subterranean fire or heat caused by fire.

T (1) Theft or attempted theft involving entry into or exit from buildings by forcible and violent means

or

- (2) Theft involving violence or threat of violence to You, Your partners, directors or Employees.

We will not indemnify You in respect of Damage

- (a) where You, Your partners, directors or Employees or any member of Your household is involved as principal or accessory
- (b) caused by any person lawfully in The Premises
- (c) while The Premises are unoccupied or disused.

U (1) Any Damage not excluded by the terms of the Property Damage - All Risks Section of this policy.

and

(2) Damage not otherwise excluded by the terms of the Property Damage - All Risks Section of this policy caused by a Defined Contingency to

- (a) boilers on The Premises
- (b) glass, not being fixed glass forming part of the structure of the building
- (c) china, earthenware, marble or other fragile object
- (d) vehicles licensed for road use including accessories on or attached to them
- (e) caravans or trailers
- (f) railway locomotives or rolling stock
- (g) watercraft or aircraft
- (h) property in the course of construction including materials for use in the construction
- (i) roads or pavements, piers, jetties, bridges, culverts or excavations
- (j) livestock.

We will not indemnify You in respect of Damage caused by

- (1) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, We will indemnify You in respect of loss resulting from Damage

- (a) caused by a Defined Contingency or from any other Damage not otherwise excluded
 - (b) from an ensuing cause which is not excluded.
- (2) erasure or distortion of information on computer systems or other records
 - (a) while mounted in or on any machine or data processing equipment,
or
 - (b) due to the presence of magnetic fluxunless caused by Damage to the equipment in which the records are mounted.
- (3) change in the water table level.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

1 Alteration

We will not indemnify You in respect of Damage if

- (a) The Business is
 - (i) wound up or carried on by a liquidator or receiver
 - (ii) permanently discontinued
- (b) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing.

2 Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (b) at Your expense, provide Us with
 - (i) a written claim
and
 - (ii) details of other insurances covering the Damage
within 30 days after the expiry of the Indemnity Period or such further time that We may allow
 - (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

3 Index Linking

Renewal

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following index. We may select alternative measures if this index is unavailable.

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant Government department.

4 Property Cover

We will not indemnify You in respect of any Damage insured by this Section unless

- (a) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage
and
- (b) (i) payment has been made or liability admitted for such Damage
or
(ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) Damage caused by or happening through
 - (a) riot or civil commotion

However, We will indemnify You, if these contingencies are stated as applicable in The Schedule.

- (b) pressure waves caused by aircraft or other aerial devices.

- (2) Damage caused by pollution or contamination.

However, if Contingency U applies, We will indemnify You in respect of loss resulting from Damage, unless otherwise excluded, caused by

- (a) pollution or contamination at The Premises which itself results from a Defined Contingency
- (b) any Defined Contingency which itself results from pollution or contamination.

However, if Contingencies other than U apply, We will indemnify You in respect of Damage, not otherwise excluded, caused by

- (i) pollution or contamination at The Premises which itself results from any Contingency insured by this Section (other than Contingency T)
- (ii) any Contingency insured by this Section (other than Contingency T) which itself results from pollution or contamination.

- (3) any loss or Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of loss or Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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
- (ii) in respect of any loss or Damage occurring in any territory not specified in (i) above any act or acts including but not limited to

- the use or threat of force and/or violence

and/or

- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) or persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or other proceedings where We allege that any loss or Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such loss or Damage is covered under this Section will be upon You.

Clauses

The following clauses only apply to this Section if stated in The Schedule.

A Deductible

We will deduct the amount of the deductible stated in The Schedule in respect of each and every claim as calculated after the application of all other terms of this Section.

B Provisional Premium Adjustment Clause

Part 1 of this Clause applies only in respect of any insurance which is shown in Your Specification as being on the Sum Insured Basis.

Part 1 (Sum Insured Basis)

The first and annual premiums are provisional. They represent

- (1) 75% of the premiums required at the start of the Period of Insurance
- and
- (2) 25%, the balance, to be paid within 6 months of the end of that Period of Insurance.

However, in respect of any items on

- (a) Gross Profit/Fees/Rentals/Revenue
- or

- (b) Net Revenue

the premium paid will be adjusted when We receive a declaration for such items of the amount earned during the financial year most nearly concurrent with such Period of Insurance as reported by Your professional accountants.

If any Damage has occurred giving rise to a claim for loss under such items We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was reduced during the financial year solely due to the Damage.

If the declaration

- (i) adjusted due to a claim as provided for above
and
- (ii) proportionately increased where the Maximum Indemnity Period exceeds 12 months
 - is less than 75% of the Sum Insured for such items for the relative Period of Insurance

We will pay to You a pro rata return premium but not more than 33 1/3% of the provisional premium paid.

- is more than 75% of the Sum Insured for such items for the relative Period of Insurance

You will pay to Us a pro rata additional premium but not more than 33 1/3% of the provisional premium paid.

If You fail to provide a declaration within six months of the end of such Period of Insurance You must pay the balance of 25%.

Any other part of this Section dealing with an annual return premium is cancelled.

Part 2 of this Clause applies only in respect of any insurance which is shown in Your Specification as being on the Declaration Linked Basis.

Part 2 (Declaration Linked Basis)

The first and annual premiums are provisional.

They are based on 75% of Estimated Gross Profit/Fees/Rentals/Revenue or Net Revenue.

The premium paid will be adjusted when We receive a declaration for Gross Profit/Fees/Rentals/Revenue or Net Revenue items.

The declaration must be

- (1) of the amount earned during the financial year most nearly concurrent with the Period of Insurance
- (2) confirmed by Your professional accountant
- (3) provided by You not later than six months after the expiry of each Period of Insurance.

If any Damage has occurred giving rise to a claim for loss under such items We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was reduced during the financial year solely due to the Damage.

If the declaration

- (a) adjusted due to a claim as provided for above
and
- (b) proportionately increased where the Maximum Indemnity Period exceeds 12 months
 - (i) is less than 75% of the Estimated Gross Profit/Fees/Rentals/Revenue or Net Revenue for the relative Period of Insurance

We will pay to You a pro rata return premium but not more than 33 1/3% of the provisional premium paid.

- (ii) is greater than 75% of the Estimated Gross Profit/Fees/ Rentals/Revenue or Net Revenue for the relative Period of Insurance

You will pay Us an additional premium, which will be pro rata to the premium paid on 75% of the Estimated Amount.

Any other part of this Section dealing with an annual return premium is cancelled.

C Salvage Sale Clause

If following Damage, giving rise to a claim under this Section, you hold a salvage sale during the Indemnity Period, Paragraph (a) of The Basis of Settlement in respect of Gross Profit is amended so that We will pay in respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which, due to Damage the Standard Turnover exceeds the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale.

D Departmental Clause

If You conduct The Business in departments and independent trading results are obtainable, the Basis of Settlement of the Gross Profit item will apply separately to each department affected by the Damage.

If the insurance is not on a declaration linked basis, if the Sum Insured by such item is less than the total of all the sums produced by applying the Rate of Gross Profit for each department of The Business (affected by the Damage or not) to its relative Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

E Subrogation Rights Waiver Clause

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are Yourself a subsidiary

as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the Damage.

F Payments on Account Clause

Claim payments on account may be made to You during the Indemnity Period, if required.

Endorsements

The following Endorsements apply to this Section only if stated in The Schedule.

A Rent Receivable

We will pay in respect of rent receivable the difference between

- (1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage
- (2) the amount of rent actually received during the same period

less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this item is less than the rent which, but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will

- (a) be Your own insurer for the difference
- (b) bear a rateable share of the loss.

The maximum We will pay is the Sum Insured stated in The Schedule.

B Additional Increased Cost of Working

We will pay in respect of additional cost of working the additional expenditure incurred due to the Damage to maintain The Business during the Indemnity Period which exceeds the amount recoverable in respect of increase in the cost of working, insured by the Item 1 of this Section.

The maximum We will pay is the Sum Insured stated in The Schedule.

C Fines or Damages

We will pay in respect of fines or damages for breach of contract, the sums You are legally liable to pay and will pay in discharge of fines or damages incurred solely due to the Damage, for non-completion or late completion of orders.

The maximum We will pay is the Sum Insured stated in The Schedule.

D Additional Cost of Rent

We will pay in respect of additional cost of rent the amount by which, due to the Damage, the total amount of rent necessarily and reasonably incurred by You during the Indemnity Period No 2 exceeds the rent, which, but for the Damage, You would have incurred in the same period.

The maximum We will pay You is that part of the Sum Insured by this item, which the actual Indemnity Period No 2 bears to the Maximum Indemnity Period relative to this item.

Due to the above, Indemnity Period under the first item of The Schedule will now read Indemnity Period No 1. The definition of Indemnity Period will now relate to Indemnity Period No 1, and the following Definition added.

Definition (for the purpose of this item)

Indemnity Period No 2

The period starting 12 months after the date of the Damage and ending not later than 12 months thereafter during which accommodation alternative to The Premises will be rented due to the Damage.

Any Definition in The Schedule of Maximum Indemnity Period does not apply to this item.

Where a specific expiry date for Indemnity Period No 2 is stated in The Schedule the Sum Insured and annual premium relative to this item shall be proportionately reduced annually to reflect the reducing liability under this item.

The maximum We will pay is the Sum Insured stated in The Schedule.

Extensions

The following extensions only apply to this Section if stated in The Schedule.

Damage as insured by Item 1 of this Section is extended to include loss, destruction or damage

(1) at the undernoted premises or situations
or

(2) to the undernoted property

by any Contingency stated in The Schedule as applying to such situations or property which results in interruption or interference with The Business.

Our Liability under each extension for any one occurrence will not exceed

(a) the amount

or

(b) the percentage of the Sum Insured (or 133 1/3% of the Estimated Amount)

stated in The Schedule as the Limit.

A Specified Suppliers

The premises of Your suppliers' stated in The Schedule.

B Unspecified Suppliers

Any of Your suppliers' premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

C Specified Customers

The premises of Your customers' stated in The Schedule.

D Unspecified Customers

Any of Your customers' premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

E Motor Vehicle Manufacturers

The premises of the motor vehicle manufacturers stated in The Schedule.

F Property Stored

Your property whilst stored in any premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

We will not indemnify You in respect of

- (1) property stored in any occupy premises You or
- (2) property stored in any partially occupy premises You

G Patterns

Your patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs including those for which You are responsible, while at any premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man of any

- (1) machine makers
- (2) engineers
- (3) founders
- (4) other metal workers.

We will not indemnify You in respect of Damage at

- (1) any premises You occupy or
- (2) any premises You partially occupy.

H Transit

Your property while in transit by

- (1) road
- (2) rail
- (3) inland waterway

all in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

We will not indemnify You in respect of impact to or collision with the conveying

- (1) road or rail vehicles
- (2) waterborne craft.

J Motor Vehicles

Motor vehicles belonging to You anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man but not in any premises You occupy.

K Contract Sites

Any situation within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man where You are carrying out a contract.

L Exhibition Sites

Any situation in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, where You are exhibiting goods.

M Public Utilities - Electricity

Any generating station or sub-station of Your electricity supplier, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.

N Public Utilities - Gas Any land based premises of

- (1) Your gas supplier and
- (2) any natural gas producer directly linked to Your gas supplier

in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

P Public Utilities - Water

Any water works or pumping station of Your water supplier, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Q Prevention of Access

Property in the vicinity of The Premises which hinders or prevents access to The Premises.

R Prevention of Access - Loss of Attraction

Property in the vicinity of The Premises which causes a loss of custom to The Business directly due to a reduction in customers visiting the area.

T Public Utilities - Telecommunications

Any land based premises of Your public telecommunications supplier, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.

Additional Contingencies

The following Additional Contingencies only apply to this Section if stated in The Schedule.

A Subsidence

We will indemnify You in respect of Damage causing interruption or interference with The Business as a result of subsidence or ground heave of the site of The Premises or landslip.

We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (b) walls, gates, hedges or fences
 - (i) if such property is specifically insured by the Property Damage - Specified Contingencies Section and/or Property Damage - All Risks Section of this policy and
 - (ii) Damage also occurs to the building to which such property applies and that building is insured by the Property Damage - Specified Contingencies Section and/or Property Damage All Risks Section of this policy.

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) collapse, cracking, shrinking or settlement of any building
 - (b) coastal or river erosion
 - (c) defective design or inadequate construction of foundations
 - (d) demolition, structural alteration or repairs
 - (e) settlement or movement of made up ground
- (2) Damage as a result of movement of solid floor slabs.

However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.

B Action by the Police Authority

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of prevention of access to The Premises by the Police Authority due to a danger or disturbance in the vicinity of The Premises.

However We will not indemnify You for any interruption or interference lasting less than 12 hours.

The maximum We will pay under this Additional Contingency is £100,000 or 10% of the Sum Insured shown under Item 1 of The Schedule, whichever is the lower, in respect of the total of all losses occurring during the Period of Insurance, unless otherwise stated in The Schedule.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this Additional Contingency.

C Full Failure of Utilities - Electricity

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to The Premises

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (3) caused by industrial action
- (4) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours.

D Full Failure of Utilities - Gas

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to The Premises.

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (3) caused by industrial action
- (4) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours.

E Full Failure of Utilities - Water

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of water at the terminal ends of Your suppliers feed to The Premises.

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (3) caused by industrial action
- (4) caused by drought or other weather conditions unless equipment has been damaged
- (5) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (6) lasting less than four hours.

Additional Contingencies F to N

The following Additional Contingencies only apply to this Section if stated in The Schedule.

Maximum Amount Payable

The maximum We will pay in respect of the total of all losses occurring during the Period of Insurance under all or any one of Additional Contingencies F to N is

- (a) £100,000,
or
- (b) 10% of the Sum Insured (or 1331/3% of the Estimated Amount) shown under item 1 of The Schedule,

whichever is the lower, unless otherwise stated in The Schedule.

The provisions of any Automatic Reinstatement Clause do not apply in respect of any of Additional Contingencies F to N.

Definitions

The following definitions apply to Additional Contingencies F - N only.

Food or Drink Poisoning

The occurrence of an illness sustained by any person caused by food or drink poisoning.

Notifiable Disease

The occurrence of any of the following diseases sustained by any person:

Acute Encephalitis
Acute Poliomyelitis
Anthrax
Chicken pox
Cholera
Diphtheria

Dysentery
Legionellosis
Legionnaires Disease
Leprosy
Leptospirosis
Malaria
Measles
Meningococcal Infection
Mumps
Ophthalmia Neonatorum
Paratyphoid Fever
Plague
Rabies
Rubella
Scarlet Fever
Smallpox
Tetanus
Tuberculosis
Typhoid Fever
Viral Hepatitis
Whooping Cough
Yellow Fever

Notifiable Disease at the Premises

- (a) Food or Drink Poisoning attributable to food or drink supplied from The Premises
or
- (b) Notifiable Disease occurring at The Premises.

Notifiable Disease in the Area

- (a) Food or Drink Poisoning
or
- (b) Notifiable Disease

occurring within a radius of 5 miles of The Premises.

Harmful Organism

The discovery of an organism at The Premises likely to result in the occurrence of Food or Drink Poisoning or a Notifiable Disease.

Vermin Pest and Defective Sanitation

- (a) The discovery of vermin or pests,
or
- (b) any accident causing defects in the drains or other sanitary arrangements,
at The Premises which restricts the use of The Premises on the order or advice of the competent authority.

Murder or Suicide

Any occurrence of murder or suicide at The Premises.

Indemnity Period

- (a) In respect of
 - (i) Notifiable Disease at The Premises
 - (ii) Notifiable Disease in the Area of Hotel and Restaurant Premises
 - (iii) Harmful Organism
 - (iv) Murder or Suicidethe period during which the results of The Business are affected due to the occurrence or discovery starting from the date of the occurrence or discovery and ending not later than the Maximum Indemnity Period, stated as applying to the Additional Contingency.
- (b) In respect of
 - (i) Vermin Pest and Defective Sanitation
 - (ii) Notifiable Disease in the Area of Private Hospital and Care Establishment Premises
 - (iii) Notifiable Disease in the Area of All Other Premises

the period during which the results of The Business are affected due to the accident occurrence or discovery starting from the date the use of The Premises are restricted and ending not later than the Maximum Indemnity Period, stated as applying to the Additional Contingency.

Condition

The following condition applies to all Additional Contingencies F to N.

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease You have failed to fulfill the following condition, You will lose Your right to indemnity or payment for that claim.

At The Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-O-71 76-1 772- 6 or any supplementary, replacement or amending Code of Practice.

Additional Contingencies

F Notifiable Disease at Hotel and Restaurant Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to

- (1) Notifiable Disease at The Premises,
- (2) Harmful Organism,
- (3) Vermin Pest and Defective Sanitation,
- (4) Murder or Suicide.

Maximum Indemnity Period

12 months

G Notifiable Disease in the Area of Hotel and Restaurant Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business at The Premises due to any occurrence of a Notifiable Disease in the Area.

Maximum Indemnity Period

12 months

H Notifiable Disease at School Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to

- (1) Notifiable Disease at The Premises,
- (2) Harmful Organism,
- (3) Vermin Pest or Defective Sanitation,
- (4) Murder or Suicide.

Maximum Indemnity Period

12 months

J Notifiable Disease in the Area of School Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business at The Premises due to any occurrence of a Notifiable Disease in the Area.

Maximum Indemnity Period

12 months

K Notifiable Disease at Private Hospital and Care Establishment Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to

- (1) Notifiable Disease at The Premises,
- (2) Harmful Organism,
- (3) Vermin Pest or Defective Sanitation,
- (4) Murder or Suicide.

Maximum Indemnity Period

3 months

L Notifiable Disease in the Area of Private Hospital and Care Establishment Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to any occurrence of a Notifiable Disease in the Area which restricts the use of The Premises on the order or advice of the competent authority.

Maximum Indemnity Period

3 months

M Notifiable Disease at All Other Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to

- (1) Notifiable Disease at The Premises,
 - (2) Harmful Organism,
- which restricts the use of The Premises on the order or advice of the competent authority
- (3) Vermin Pest or Detective Sanitation,
 - (4) Murder or Suicide.

Maximum Indemnity Period

3 months

N Notifiable Diseases in the Area of All Other Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to any occurrence of a Notifiable Disease in the Area which restricts the use of The Premises on the order or advice of the competent authority.

Maximum Indemnity Period

3 months

Exceptions to Additional Contingencies F to N

The following exceptions apply to Additional Contingencies F to N.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

- (a) costs incurred in cleaning, repair, replacement, recall or checking of property,
- (b) in respect of Additional Contingencies F, H, K, and M only, loss arising from premises other than those directly subject to the occurrence, discovery or accident,

- (c) in respect of Additional Contingencies O, J, L and N only, loss arising from premises other than those directly subject to the occurrence,
- (d) any Business Interruption Extension stated in The Schedule.

Additional Contingency P

The following Additional Contingency only applies to this Section ii stated in The Schedule.

P Telecommunications

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to accidental failure of the public supply of the telecommunications services at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (3) caused by industrial action
- (4) caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (5) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (6) caused by failure of any satellite
- (7) lasting less than 24 consecutive hours.

The maximum We will pay for any one claim will not exceed the limit stated in The Schedule for Additional Contingency P.

Increased Cost of Working - Commercial and Industrial Specification

Items

Increase in Cost of Working Sum Insured stated in The Schedule.

Auditors and Professional Accountants Charges stated in The Schedule.

The Schedule will state

- (1) which of the above items apply
- (2) any other items which apply.

Definitions

(Also refer to the definitions stated in this Section and the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Specification and shall keep the same meaning wherever they appear in the Specification.

(1) Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

(2) Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

(3) Maximum Limit

- (a) The result of dividing the Sum Insured, for Increase in Cost of Working, by the number of separate buildings at all of The Premises.
- (b) If a special limit stated in the Schedule applies to one or more building, the Maximum Limit for the building will be calculated by applying the 'Percentage Limit' shown against each building to the

Sum Insured for Increase in Cost of Working.

The remainder of the Sum Insured will be divided equally between the other buildings to produce the Maximum Limit for each.

If the limit is shown as an amount, this amount will be the Maximum Limit for the building concerned.

(4) Remainder Limit

The Maximum Limit less any sum paid or payable for loss during the first three months of the Indemnity Period.

(5) Reminder Period

The Maximum Indemnity Period less three months.

Basis of Settlement

Increase in Cost of Working

We will pay Your additional expenditure which has been reasonably and necessarily incurred, as a result of the Damage, to continue The Business during the Indemnity Period.

The maximum amount We will pay will not exceed

- (1) during the first three months of the Indemnity Period 25% of the Maximum Limit
- (2) for each subsequent month of the Indemnity Period the proportion of the Remainder Limit which the one month bears to
 - (a) the Remainder Period
 - or
 - (b) nine monthswhichever is the longer.

The maximum amount We will pay for any one building is the Maximum Limit.

Auditors and Professional Accountants Charges

We will pay Your auditors and professional accountants reasonable charges for

- (a) producing information We require for investigating any claim
- and
- (b) confirming the information is in accordance with Your business books.

The maximum amount We will pay is the Sum Insured, for this Item, stated in The Schedule.

Legal Liabilities

Employers' Liability Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
 - (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or group(s)

of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You
 - (2) Your personal representatives in respect of legal liability You incur
 - (3) At Your request
 - (a) any director, partner, or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance services in their respective capacities as such
 - (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditionsor the personal representative of any of these persons
- in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

The maximum amount, stated in The Schedule,

including Costs and Expenses, which We will pay in respect of any one claim or series of claims arising out of one cause.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services
- (5) Your participation in exhibitions

- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You

- (b) relate to the health and safety of any person other than an Employee
- (3) where indemnity is provided by another insurance policy.

Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £250 per day
- (2) each Employee is £150 per day.

Unsatisfied Court Judgements

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgement which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgement.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business
- (2) the judgement was obtained in a court within The Defined Territories

- (3) there is no appeal outstanding to the judgement
- (4) the Employee, or his or her personal representative, assigns the judgement debt to Us.

Exceptions

The following exceptions apply to this Section. (Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform
 - (b) support vessel
- (2) Bodily Injury sustained by any Employee when such person is
 - (a) carried in or upon a vehicle
 - (b) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security
- (3) (a) liquidated damages
 - (b) penalty clauses
 - (c) fines
 - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b)

above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision -Terrorism is limited to £5,000,000 including costs and expenses.

- 5 (a) work on or in
- (i) power stations or nuclear installations/establishments
 - (ii) oil gas or chemical
 - refineries
 - storage
 - bulk production premises
 - (iii) mainframe computers or rooms containing mainframe computers
 - (iv) aircraft, aerospace systems or hovercraft
 - (v) watercraft other than work, not involving the use of hear, on or in watercraft in docks, harbours, boatyards or inland waterways..
 - (vi) railways or airports
- (b) work underground or underwater

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department. We may select an alternative measure if the index is unavailable.
- (2) Where it is stated in The Schedule that declarations apply
 - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the declared Turnover
 - and
 - (b) We will adjust the premium for the expired period if the Turnover has increased or decreased by more than 20%, subject to any minimum premium(s) applying.

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all our liability that might otherwise arise from such defect or danger.

Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.

G Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding ten metres in height and including any

- (1) partial or total demolition
- (2) road and footpath construction
- (3) laying pipes and drains

forming part of the contract.

We will not provide indemnity in respect of piling work or the use of explosives.

H Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding ten metres in height and including any
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes and drains

forming part of the contract.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of piling work or the use of explosives.

I General Builders

We will indemnify The Insured in respect of

- (1) (a) partial or total demolition
- (b) road and footpath construction
- (c) laying pipes, drains and sewers

only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) piling work, water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

J Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of partial or total demolition

- (1) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
- (2) of other structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) piling work, water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.
- (3) digging below the Depth Limit shown in The Schedule.

K Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

Public and Products Liability Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical

- (1) loss.
- (2) destruction.
- (3) damage.

Financial Loss

A pecuniary loss suffered by any

- (1) customer of
- (2) user of any Products Supplied by

The Insured and not caused by Personal Injury or Damage to Property.

Personal Injury

- (1) Bodily Injury.
- (2) Wrongful
 - (a) arrest, detention or imprisonment.
 - (b) eviction.
 - (c) accusation of shoplifting.

Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of The Insured.

Property

Material property.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Employer

The party named as the employer in the contract or agreement.

The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, of Your committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
- (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions

- (d) those who hire plant to You to the extent required by the hiring conditions

or the personal representatives of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

- (1) Products Supplied
- (2) Pollution or Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

The Period of Temporary Cover

Up to 28 days from the date on which The Insured enters into the contract or starts the work, whichever is the earlier.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses in respect of accidental
 - (a) Personal Injury
 - (b) Damage to Property
 - (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

Building Contracts Liability and Damage

Where You are required to take out insurance to comply with

- (1) Clause 21.2.1 of the Joint Contracts Tribunal Standard Form of Building Contract 1980 Edition or any subsequent amendment or replacement or
- (2) the equivalent clause in other contract conditions.

We will indemnify You and The Employer in respect of any expense, liability, loss, claim or proceedings which The Employer may incur or sustain as a result of accidental injury or Damage to any Property occurring within the Territorial Limits during the Period of Temporary Cover and caused by

- (a) collapse
- (b) subsidence
- (c) heave

- (d) vibration
- (e) weakening of or removal of support
- (f) lowering of ground water

arising out of and in the course of or due to the carrying out of The Works.

The maximum amount We will pay in respect of any or all claims arising out of any one contract is £2,000,000 and this amount shall be independent of The Limit of Indemnity.

You must ensure that

- (1) You tell Us about each contract to which this indemnity is to apply no later than seven days of
 - (a) entering into the contract
 - or
 - (b) starting the work

whichever is the earlier.

- (2) You agree the terms and pay the premium as We require in respect of this indemnity and for the continuation of this indemnity.

We will not provide indemnity in respect of

- (1) the first £500 of each and every claim.
- (2) any expense, liability, loss, claim or proceedings
 - (a) as a result of the negligence, omission or default of
 - (i) You, Your agents or any Employee.
 - (ii) any sub-contractor, his employees or agents.
 - (b) as a result of errors or omissions in the planning or designing of The Works.
 - (c) which could be reasonably foreseen to be inevitable in view of the nature of the work to be executed or the manner of its execution.
 - (d) which is at the sole risk of The Employer under the terms of the contract.
- (3) liability assumed by The Employer by agreement and which would not have attached in the absence of any agreement.
- (4) Damage to Property which comprises The Works.

Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

Contractual Liability

We will indemnify The Insured against liability in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each. The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Data Protection Act 1998

We will indemnify the Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual
 - (a) the subject of personal data The Insured holds
and
 - (b) who suffers damage or distress caused by
 - (i) inaccuracy of the data
 - (ii) loss of the data
 - (iii) unauthorised destruction or disclosure of the data
 - (iv) unauthorised access to the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998.

The maximum We will pay for all claims happening during any one Period of Insurance is £2,000,000.

We will not provide indemnity in respect of

- (1) (a) Personal Injury other than as provided by this Clause,
 - (b) Damage to Property.
 - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence.
 - (d) libel, slander or defamation.
- (2) consequential losses,
- (3) liability
 - (a) as a result of You having authorized the destruction or disclosure of the data.
 - (b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) any fine or statutory payment.

- (5) liability which arises solely by reason of the terms of any agreement.
- (6) liability in respect of liquidated damages or under any penalty clause.
- (7) legal costs or expenses or financial losses in respect of any order
 - (a) for rectification or erasure of data.
 - (b) requiring the data to be supplemented by any other statements.
- (8) proceedings relating to Compensation for any
 - (a) Employee if the Employers' Liability Section of this policy is not in force.
 - (b) third party if the Public and Products Liability Section of this policy is not in force.

Detective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

Employees' and Visitors' Personal Belongings

We will indemnify the Insured in respect of legal liability for accidental Damage to employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured.
- (2) stored for a fee or other consideration by The Insured.
- (3) in the custody or control of The Insured for the purposes of being worked upon.

Financial Loss - Products Liability

We will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of Products Supplied.

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £5,000.

This indemnity only applies to claims made against The Insured during the currency of this Clause or within 30 days of its expiry.

We will not provide indemnity

- (1) in respect of Financial Loss as a result of
 - (a) circumstances which, at inception of this Public and Products Liability Section, The Insured knew or ought to have known about and which were likely to give rise to a claim.
 - (b) non or late delivery of Products Supplied.
 - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.
 - (d) passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.

- (e) liability under the Data Protection Act 1998 or any subsequent amending legislation.
 - (f) any diminution in value of any Property or Products Supplied.
 - (g) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement.
 - (h) any consequence whatsoever directly or indirectly caused by or contributed to or arising from
 - (i) the presence of
 - (ii) the release ofAsbestos including any product containing Asbestos.
- (2) for the first £250 of Compensation, Costs and Expenses in respect of each and every loss.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by
(b) not loaned, leased, hired or rented to You nor provided by You
and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
 - (a) You.
 - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise.
 - (b) ownership or occupation of land or buildings.
 - (c) the carrying on of any trade or profession.
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

Payment to Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £250 per day.
- (2) each Employee is £150 per day.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
 - (a) aircraft, aerial device or hovercraft.
 - (b) watercraft exceeding 8 metres in length.
 - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - (i) where described in the Motor Contingent Liability Clause.
 - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
 - (a) which You own or is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of
 - (i) The Insured
 - (ii) any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause.

- (c) which requires to be insured under the terms of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
 - (a) Products Supplied (other than Products Supplied under a separate contract).
 - (b) The Works.
 - (5) recalling or making refunds in respect of
 - (a) Products Supplied.
 - (b) The Works.
 - (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
 - (7) the carrying out of any work or any Products Supplied which affects or could affect
 - (a) the navigation, propulsion or safety of any aircraft or other aerial device.
 - (b) the safety or operation of nuclear installations.
 - (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
 - (9)
 - (a) work in or on and travel to, from or within
 - (b) Products Supplied to any offshore
 - (i) accommodation, exploration, drilling or production rig or platform.
 - (ii) support vessel.
 - (10)
 - (a) liquidated damages.
 - (b) penalty clauses.
 - (c) fines.

- (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (11) (a) work on or in
 - (i) power stations or nuclear
 - (ii) oil, gas or chemical
 - refineries
 - bulk storage
 - production premises.
 - (iii) mainframe computers or rooms containing mainframe computers.
 - (iv) aircraft, aerospace systems or hover craft.
 - (v) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
 - (vi) railways or airports.
- (b) work underground or underwater.
- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.
You will reimburse any such amount paid by Us.
- (14) (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of
 - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.

Conditions

The following conditions apply to this Section.
(Also refer to the Policy Conditions at the back of this policy booklet).

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department. We may select an alternative measure if the index is unavailable.
- (2) Where it is stated in The Schedule that declarations apply
 - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the declared Turnover and
 - (b) We will adjust the premium for the expired period if the Turnover has increased or decreased by more than 20%, subject to any minimum premium(s) applying.

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all our liability that might otherwise arise from such defect or danger.

Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.

Additional Endorsements

C Products Supplied Restriction

We will not provide indemnity in respect of Products Supplied other than

- (a) the sale or supply of food and drink.
- (b) the supply of office requisites.
- (c) the disposal of furniture and office equipment previously used in the course of The Business.

E North American Products Supplied Exclusion

We will not provide indemnity in respect of Products Supplied which The Insured knew, knows or could be expected to know would be used within the United States of America or Canada.

G Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding ten metres in height and including any

- (a) partial or total demolition
- (b) road and footpath construction
- (c) laying pipes and drains forming part of the contract.

We will not provide indemnity in respect of piling work or the use of explosives.

H Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding ten metres in height and including any
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes and drains forming part of the contract.
- (2) partial or total demolition of structures not exceeding four metres in height.

I General Builders

We will indemnify The Insured in respect of

- (1) (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes, drains and sewers

only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (a) piling work, water diversion or the use of explosives.
- (b) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

J Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of partial or total demolition

- (1) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
- (2) of other structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (a) piling work, water diversion or the use of explosives.
- (b) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.
- (c) digging below the Depth Limit shown in The Schedule.

K Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

Employee Benefits

Personal Accident Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Accidental Bodily Injury

- (1) injury caused by accidental and/or violent means
- (2) exposure

occurring within 24 months from the date of the accident by which such injury is caused.

Gross Wages

The Insured Person's wages plus the average annual overtime/commission/bonus payments received in the three years immediately preceding the date of accident (all prior to deductions) or for weekly paid employees 52 times the Insured Person's weekly wage plus the average weekly overtime/commission/ bonus payments received in the 156 weeks immediately preceding the date of accident (all prior to deductions).

Insured Person

- (1) You
 - (2) any director of Yours, or partner, or proprietor of The Business
 - (3) any Employee of Yours under a contract of employment with You
- aged 65 or under.

Loss of Limb

- (1) severance at or above the wrist or ankle
or
- (2) the total and permanent loss of use of a hand, arm, foot or leg.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence
and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

Cover

We will pay compensation to You or Your personal representatives for Accidental Bodily Injury to an Insured Person during the Period of Insurance which, solely, directly and independently of any other cause, results in any of the following Contingencies

- (1) death
- (2) total and permanent loss of sight in one or both eyes and/or total and permanent loss of hearing in one or both ears
- (3) loss of one or more limbs
- (4) any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the Insured Person from pursuing any occupation
- (5) temporary total disablement which prevents the Insured Person from pursuing their normal occupation
- (6) temporary partial disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation

We will not provide indemnity in respect of any claim relating to any non-contracting parties rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

Compensation

The amount of compensation payable to You for any Insured Person shall be the amount as stated in The Schedule for that category of Insured Person.

Clauses

The following clauses apply to this Section.

(1) Amounts Payable

We will pay

- (a) the compensation stated in The Schedule with weekly benefit being paid at 4 weekly intervals
- (b) compensation under contingencies (5) and/or (6) for a maximum of 2 years from the date that the disablement started

but where We pay compensation under any of contingencies (1) to (4)

- (i) any weekly benefit being paid for the same injury will stop
- (ii) this insurance will end for the Insured Person

We shall not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

(2) Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died.

However, You will repay any compensation if the Insured Person is found to have been alive or is found alive.

(3) Medical Evidence

- (a) We may, at Our expense, arrange for an Insured Person to undergo
 - (i) a medical examination
 - or
 - (ii) a post mortem examination
- (b) You or Your legal representative will supply to Us, at Your expense, any
 - (i) certificate
 - (ii) information
 - (iii) evidence

in the format We require.

(4) Medical Expenses

When We pay compensation under contingencies (5) or (6), We will also pay up to 15% of this amount in respect of medical expenses incurred.

(5) Gross Wages

Where compensation is on a wages basis, the amount payable shall be the average weekly wage

- (1) in the 12 week period before the date of the Accidental Bodily Injury
- or
- (2) any shorter period if the Insured Person has been employed by You for less than 12 weeks.

We will not include overtime, commission or bonus payments unless these are guaranteed.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not pay compensation for Accidental Bodily Injury directly or indirectly caused by

- (1) (a) the Insured Person suffering from any disability due to a gradually operating cause
- (b) suicide or attempted suicide
- (c) deliberate exposure to danger (except in an attempt to save human life)
- (d) the Insured Person's own criminal act
- (e) the Insured Person being in a state of insanity
- (f) flying or other aerial activities (except while traveling as a passenger by a recognised airline)
- (g) pregnancy or childbirth
- (2) an Insured Person practicing for or taking party in
 - (a) mountaineering or rock climbing requiring use of ropes or guides
 - (b) pot-holing
 - (c) winter sports
 - (d) any kind of racing (except foot races)
 - (e) speed or time trials
 - (f) naval military or air force service or operations
- (3) the effects of alcohol or drugs (other than drugs prescribed by a doctor)
- (4) any treatment for drug addiction
- (5) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism

- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (5)(a) and/or (5)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit) the burden of proving that any such consequence is covered (or is covered beyond that limit) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- (i) any limits amounts payable or maximum accumulation stated in The Schedule
- or
- (ii) £1,000,000

In the event of a claim exceeding the total amount payable under this Special Provision - Terrorism Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

Excess

The number of calendar days at the commencement of each and every claim.

Endorsements and Conditions

The following endorsements and conditions apply to this Section.

(Also refer to the Policy Endorsements and Conditions at the back of this policy booklet).

If in relation to any claim You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for the claim.

Index Linking

At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department. We may select an alternative measure if the index is unavailable.

Policy Conditions

(1) Alteration of Risk

We will at Our option avoid the policy from the inception of this insurance where

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury

or

- (b) Your interest ceases except by will or operation of law

unless We have accepted the alteration.

(2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

(3) Cancellation

We may cancel the policy

- (a) by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of the premium paid for the unexpired period.

- (b) immediately if the premium has not been paid or if there has been a default under an installment or linked credit agreement.

We will not refund any installment paid.

(4) Claims Procedure

If in relation to any claim You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.

- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.

- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within

- (i) 30 days

or

- (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

of you becoming aware of the event or occurrence, or such further time that We may allow.

- (d) provide Us with all information and help We require in respect of the claim.

- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.

- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.

- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(5) Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

- (a) If the insurance provided by these Sections is also covered by another policy (or would be but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of Average and this policy is not, this policy will become subject to the same condition of Average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

(6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
or
- (b) the Sum Insured
or
- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with our consent.

(7) Fraud

We will at Our option avoid the policy from the inception of this insurance or from the date of the claim or alleged claim, or avoid the claim

- (a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated, whether ultimately material or not
or
- (b) a false declaration or statement is made or fraudulent device put forward in support of a claim.

(8) Identification

The policy and The Schedule will be read as one contract.

(9) Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

(10) Reasonable Precautions

If in relation to any claim You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
 - (i) loss or destruction of or damage to the Property Insured.
 - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

(11) Reinstatement

When We decide, or are required to reinstate or replace any property You will, at Your expense, provide any

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of any one item is the Limit of Indemnity or the Sum Insured for that item.

(12) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

(13) Index Linking

- (a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices. We may select alternative measures if any of these indices are unavailable

- (i) any building and tenants improvements item

The General Building Cost index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors

- (ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

- (b) Claims.

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

(14) Long Term Undertaking

Where a Section is stated in The Schedule to be subject to Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

- (a) We shall be under no obligation to accept an offer made in accordance with such an undertaking
- (b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

The discount does not apply to any inspection fees charged under the Engineering Section of this policy.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

(15) Subjectivity

The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You (The Policyholder,) and Us (Aviva.)

- (a) We will clearly state in The Schedule if the Cover provided by the policy is subject to You:
 - (i) providing Us with any additional information requested by the required date(s),
 - (ii) completing any actions agreed between You and Us by the required date(s),
 - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, You must allow Us access to The Premises, Your Contract Sites, and/or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at Our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions,
- (iii) require You to make alterations to The Premises insured by the required date(s),
- (iv) exercise Our right to cancel Your policy,
- (v) leave the policy or Section terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We

agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition **(3) Cancellation**.

Except where stated all other policy and Section terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.

Policy Exceptions

Each Section of the policy contains exceptions. They must be read in conjunction with the following Policy Exceptions which apply to all Sections unless otherwise stated.

We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

However,

- (1) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Terrorism
 - (c) Employers' Liability
 - (d) Professional Indemnity
 - (e) Directors and Officers.
- (2) exception (1) (b) does not apply to the following Sections, when insured by this policy
 - (a) Public and Products Liability
 - (b) Personal Accident.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability

- (a) 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 or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
 - (i) dispersing radioactive material and/or ionising radiation or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exception (2) (b) does not apply to the following Sections, when insured by this policy
 - (a) Employers' Liability
 - (b) Public and Products Liability
 - (c) Personal Accident
 - (d) Business Travel.
- (2) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party.
- (3) exceptions (2) (a) and (b) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Terrorism

- (c) Professional Indemnity
 - (d) Directors and Officers.
- (3) (a) Money
- (b) securities or bonds
 - (c) jewellery or precious stones
 - (d) precious metals or bullion
 - (e) furs or curios
 - (f) rare books or works of art
 - (g) goods held in trust or on commission
 - (h) documents or manuscripts
 - (i) business books or computer systems records
 - (j) explosives
 - (k) property in transit
- unless specifically mentioned.
- However, exceptions (3) (a) to (k) do not apply to the following Sections, when insured by this policy
- (1) Terrorism
 - (2) Employers' Liability
 - (3) Public and Products Liability
 - (4) Commercial Legal Protection.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (a) above
- whether Your property or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any

limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
 - (a) Property Damage
 - (b) Money and Assault
 - (c) Engineering
 - (d) Business Interruption
 - (e) Book Debts.
- (2) exceptions (4) (a) and (b) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Loss 01 Licence
 - (c) Terrorism
 - (d) Employers' Liability
 - (e) Personal Accident
 - (f) Professional Indemnity
 - (g) Directors and Officers.

Definition

The following definition only applies to this exception

‘Defined Contingency’

fire, lightning, explosion, aircraft and 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, impact by any road vehicle or animal, or theft.

- (5) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of

(a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section

- (i) Property Damage - Specified Contingencies
- (ii) Property Damage - All Risks
- (iii) Business All Risks
- (iv) Money and Assault
- (v) Business Interruption.

Exception (5) (a) does not apply to the Public and Products Liability Section, when insured by this policy.

- (b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section

- (i) Property Damage - Specified Contingencies
- (ii) Property Damage - All Risks
- (iii) Business All Risks
- (iv) Money and Assault
- (v) Business Interruption.

Exceptions (5) (a) and (b) do not apply to the following Sections, when insured by this policy

- (1) Computer
- (2) Engineering
- (3) Employee Dishonesty
- (4) Loss of Licence
- (5) Terrorism
- (6) Employer’s Liability
- (7) Commercial Legal Protection
- (8) Professional Indemnity
- (9) Directors and Officers
- (10) Personal Accident.



Aviva Insurance Limited

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