

PREAMBLE

Underwriters having received a Proposal which shall form the basis of and be incorporated in this contract and in consideration of the Premium having been paid to Underwriters, We agree to pay or indemnify to the extent and in the manner herein provided subject to the terms, limitations, exclusions and conditions of this Certificate.

An Insuring Clause is only operative if stated as such in the Schedule.

The headings of each Insuring Clause, Addendum, Exclusion or Condition are for ease of identification only.

The General Definitions, General Exclusions, Claims Conditions and General Conditions of the Certificate apply to all Insuring Clauses in addition to the Definitions, Exclusions and Conditions applicable under each individual Insuring Clause, unless endorsed hereon to the contrary.

COPY

GENERAL DEFINITIONS

(Applicable to the Certificate as a whole)

"Assured/You/Your/Yours" shall (for the purpose of the General Exclusions, Claims Conditions, General Conditions and all other General Definitions) have the same meaning as that given in the applicable Insuring Clause under which payment or indemnity is being sought.

"Business" shall mean the activities, profession or occupation declared to and accepted by Underwriters.

"Computer Virus" shall mean a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagates themselves through a computer system or network of whatsoever nature including (but not limited to) 'Trojan Horses', 'worms' and 'time or logic bombs'.

"Contamination" shall mean the contamination, poisoning or preventing and/or limitation of use of objects due to the effects of chemical and/or biological substances.

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

"Mould" shall mean any permanent or transient fungus (not being "dry rot"), mould, mildew or mycotoxin, or any of the spores, scents or by-products resulting therefrom that exist, emanate from or move anywhere indoors or outdoors, regardless of whether they are proved to cause disease, injury or damage.

"Mould Event" shall mean any actual, alleged or threat of contact with, exposure to, or inhalation, ingestion, absorption, discharge, dispersal, seepage, migration, release, escape, presence, growth or reproduction of Mould.

"Our / Us / We" shall mean the Underwriters.

"Period of Insurance" shall mean the period stated in the Schedule.

"Policyholder" shall mean the person named in the Schedule.

"Premium" shall mean the amount stated in the Schedule.

"Proposal" shall mean all information supplied to Us (whether by written, electronic or any other means) for the purpose of effecting this contract of insurance.

"Terrorism" shall mean any act of terrorism, including but not limited to the use or threat of force or violence, of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence or overthrow any government de jure or de facto and/or put the public or any section of the public in fear.

"Unlawful Association" shall mean any organisation which is engaged in Terrorism and includes any organisation which at any relevant time is a proscribed organisation within the meaning of The Terrorism Act 2000 or any amendment or re-enactment thereof.

"War" shall mean war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, mutiny or usurped power.

INSURING CLAUSE 1 – PROPERTY DAMAGE

If the Property, or any part of such Property, shall sustain Damage during the Period of Insurance We agree to pay You the value of the Property at the time of Damage or, at Our option, reinstate or replace the Property or any part of such Property.

LIMIT AND EXCESS

Our total liability under this Insuring Clause in the Period of Insurance shall not exceed

- (a) in respect of Property, the Sum Insured for such Property
Provided always that the amount payable during the Period of Insurance in respect of Computer Equipment shall not exceed 33 $\frac{1}{3}$ % of the Sum Insured for Office Contents which amount shall be inclusive of and not additional to such Sum Insured
- (b) in respect of all Damage, the Overall Total Sums Insured.

We shall only be liable for that part of each and every occurrence of Damage at each separate Premises which exceeds the Excess.

ADDENDA APPLICABLE TO INSURING CLAUSE 1

(1) Designation Clause

For the purpose of determining, where necessary, the heading under which any Property is insured, We agree to accept the designation under which the Property has been entered in Your books.

(2) Professional Fees

Unless more specifically insured the indemnity provided by this Insuring Clause in respect of Buildings and Office Contents includes an amount for architects', surveyors', consulting engineers', legal and other professional fees necessarily and reasonably incurred in the reinstatement of the Property consequent upon Damage but not for preparing any request for payment or indemnity.

(3) Automatic Increase in Sums Insured

Notwithstanding the "Limit and Excess" clause and/or Condition 1 (Average), the indemnity provided by this Insuring Clause extends to include

- (i) newly erected buildings, extensions and alterations
- (ii) newly acquired Office Contents
- (iii) inflationary increases in the value of the Buildings and/or the Office Contents

for an amount not exceeding

- (a) in respect of the Buildings, 25% of the Sum Insured on Buildings or £50,000 whichever is the least, and/or
- (b) in respect of Office Contents, 15% of the Sum Insured on Office Contents or £10,000 whichever is the least

(which amount shall be in addition to the total amount otherwise payable under this Insuring Clause)

Provided always that the Sum Insured of the Property at the commencement of the Period of Insurance is not less than the value of the Property.

(4) Grounds of the Premises

The indemnity provided by this Insuring Clause extends to include, with Our consent, the costs incurred in making good the grounds of the Premises damaged by the fire brigade or any other emergency service(s) following Damage to the Property

Provided always that

- (a) payment shall have been made or liability admitted for the Damage under this Insuring Clause or would have been but for the operation of the Excess
- (b) the total amount payable under this Addendum during the Period of Insurance shall not exceed £5,000.

(5) Non-Invalidation

The indemnity provided by this Insuring Clause shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the Premises not occupied by You, whether constituting an increase in risk or not, provided that immediately You become aware thereof You inform Us of such alteration or omission and pay the reasonable additional premium We may require.

(6) Debris removal

Unless more specifically insured, the indemnity provided by this Insuring Clause in respect of Buildings and Office Contents includes costs and expenses necessarily incurred by You with Our consent, in

- (a) removing debris
- (b) the dismantling and/or demolishing
- (c) shoring up or propping

of the portion(s) of the Property sustaining Damage not herein excluded other than costs or expenses

- (i) incurred in removing debris other than from the site of such Property and the area immediately adjacent thereto
- (ii) arising from pollution or contamination of property not insured by this Insuring Clause.

(7) Reinstatement of Loss

In the event of Damage insured by this Insuring Clause, the Sum(s) Insured will be automatically reinstated in full from the date of such Damage provided that You

- (a) pay any additional premium We may require
- (b) comply with any reasonable recommendations We may make to prevent further Damage.

(8) Temporary Removal

The indemnity provided by this Insuring Clause is extended to include Property whilst temporarily removed for cleaning, renovation, repair or other similar purposes

- (a) elsewhere on the same Premises
- (b) to any other location not occupied by You and whilst in transit to and from such location by road, rail or inland waterway in the United Kingdom.

Provided always that

- (i) in the event of Damage occurring elsewhere than the Premises the amount payable under this Addendum shall not exceed 15% of the Sum Insured
- (ii) We shall not be liable to pay or indemnify You for Damage to Property in the open or in transit caused by storm or flood.

(9) Loss Of Documents

The indemnity provided by this Insuring Clause extends to include Damage or, notwithstanding Exclusion 23 of this Insuring Clause, the mislaying of any Document which after diligent search cannot be found.

Provided always that

- (a) for the purpose of this Addendum "Document" shall mean
 - (i) all documents excluding stamps, currency, coins, bank notes and bullion, travellers cheques, postal orders, money orders, securities, negotiable instruments and the like
 - (ii) separable programmes, instructions or data for physical incorporation into any computer system

belonging to You or for which You are legally responsible, whilst in Your custody or in the custody of any person to or with whom they have been entrusted, lodged or deposited by You in the ordinary course of Your Business.

- (b) the total amount payable under this Addendum in the Period of Insurance shall not exceed £10,000.
- (c) Notwithstanding the definition of "Excess", We shall only be liable for that part of each and every occurrence of Damage and/or mislaying of such Documents which exceeds £100.
- (d) We shall not be liable to pay or indemnify You in respect of expenditure incurred by You in the replacement or restoration of any Document arising directly or indirectly from the failure or inefficacy of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system

occasioned other than through its physical destruction or damage.

(10) Temporary Removal of Computer System Records

The indemnity provided by this Insuring Clause extends to include computer system records for an amount not exceeding £1,000 whilst temporarily removed to any other location not occupied by You and whilst in transit to or from such location by road, rail or inland waterway in the United Kingdom.

Provided always that We shall not be liable to pay or indemnify You for Damage to property in the open or in transit caused by storm or flood.

(11) Interested Parties

The interest of Mortgagors of the Building or those supplying Property to You under a hiring, leasing or similar agreement is noted, provided always that in the event of Damage to such Property You will disclose to Us the nature and extent of such interest.

(12) Additional Metered Water Charges

The indemnity provided by this Insuring Clause extends to include additional metered water charges incurred by You and for which You are responsible as a result of the accidental escape of water from water tanks, apparatus or pipes at the Premises.

Provided always that

- (a) You maintain a record of readings from the water company meter at intervals of not more than 7 days.
- (b) the amount payable hereunder shall be calculated by comparing the charge made by the water company for the period during which the loss of metered water occurred, with the charges for the previous period adjusted for any relevant factors affecting Your normal consumption of water during the periods concerned.
- (c) this Addendum does not provide an indemnity where the water tanks, apparatus or pipes are within a Building which is Unoccupied.
- (d) the total amount payable under this Addendum in the Period of Insurance shall not exceed £5,000.

(13) Public Authorities

The indemnity provided by this Insuring Clause in respect of Buildings and Office Contents extends to include such additional cost of reinstatement of the Damaged Property as may be incurred solely by reason of the necessity to comply with statutory regulations or local authority bye-laws;

Provided always that

- (a) this Addendum does not provide an indemnity for
 - (i) the cost incurred in complying with any statutory regulations or bye-laws
- (1) notice of which has been served upon You prior to the happening of the Damage

- (2) in respect of undamaged Property or undamaged portions of Property other than foundations (unless foundations are specifically excluded from the insurance by this Insuring Clause)
- (ii) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with any of the statutory regulations or bye-laws.
- (b) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case completed within 12 months after the Damage or within such further time as We may agree in writing.
- (c) The work of reinstatement may be carried out wholly or partially upon another site (if the statutory regulations or bye-laws so necessitate) subject to Our liability under this Addenda not being increased.

Notwithstanding Exclusion 8 (Theft) of this Insuring Clause, the indemnity provided by this Insuring Clause extends to include the costs incurred in necessarily replacing locks of the Building following theft of keys from

- (a) the Building, or
- (b) Your home, or
- (c) the home of any director or partner of Yours or of any Employee

Provided always that

- (i) the amount payable under this Addendum shall not exceed £1,000 in respect of any one occurrence of theft of such keys
- (ii) notwithstanding the definition of "Excess" We shall only be liable for that part of such costs which exceed £25.

DEFINITIONS APPLICABLE TO INSURING CLAUSE 1

"Assured/You/Your/Yours" shall mean the person named as the Policyholder in the Schedule.

"Buildings" shall mean the buildings at the Premises owned or occupied solely or in part by You in connection with Your Business and/or as a private dwelling or offices which shall, unless stated otherwise be constructed of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt, asbestos or other non-combustible materials.

Furthermore such buildings shall include landlord's fixtures and fittings in or on the buildings and, other than for the application of Exclusions 8(a) and 18 of this Insuring Clause

- (i) walls, gates and fences, car parks, yards, private roads, pavements and paths all on the same Premises.
- (ii) small outside buildings, annexes, loading bays, conveniences, external fire escapes, staircases, gangways and pedestrian ways attaching or belonging to the buildings.
- (iii) services, which shall mean lowering and loading apparatus, water and fuel tanks and ancillary equipment, service pipes, trunking, piping, ducting, cables, wires and their associated control gear and accessories extending from the buildings to the public mains all for which You are responsible and so far as they are not otherwise insured.

"Computer Equipment" shall mean any computer or other electronic data processing device, equipment or system, any hardware, software programme instruction, data or component utilised or intended to be utilised in/or by any such item.

"Damage" shall mean accidental loss, destruction or damage.

"Defined Peril(s)" shall mean fire, lightning, explosion, earthquake, subterranean fire, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), aircraft

(14) COMPUTER BREAKDOWN

Notwithstanding Exclusion (5)(b)(ii) of this Insuring Clause, the indemnity provided by this Insuring Clause extends to include breakdown of Your Computer Equipment for an amount not exceeding £5,000, provided always that

- (a) such Computer Equipment is subject to a manufacturer's guarantee and/or a maintenance contract providing free parts and labour in the event of breakdown
- (b) We will not be liable to pay or indemnify You for
 - (i) gradual deterioration, wear and tear or inherent defect
 - (ii) Computer Equipment that is more than 10 years old from the date of manufacture.

(15) Exhibitions

The indemnity provided by this Insuring Clause extends to include Damage to the Property whilst at any exhibition including whilst being erected or dismantled anywhere in the United Kingdom other than whilst in any premises owned or occupied by You.

Provided always that

- (a) the total amount payable under this Addendum in respect of Damage to Property at any one exhibition shall not exceed £5,000
- (b) the total amount payable under this Addendum in respect of Damage to any one item shall not exceed £1,000
- (c) We will not provide an indemnity under this Addendum in respect of Damage for which an indemnity is provided under any other contract of insurance.

(16) Replacement Of Locks

or other aerial devices or articles dropped therefrom, storm, flood, escape of water from any tank, apparatus or pipe and impact by any road vehicle or animal.

“Employee” shall mean any person, other than a director of Yours, who was or is or may hereafter be

- (i) under a contract of service or apprenticeship with You, or
- (ii) under a work experience or similar scheme, or
- (iii) supplied to or hired in or borrowed by You, or
- (iv) self-employed persons

working for You under Your direct control in connection with Your Business and normally resident in the United Kingdom.

“Excess” shall mean

- (i) £1,000 in respect of Damage caused by Subsidence
- (ii) £ 250 in respect of all other Damage.

“Office Contents” shall mean

- (i) stationery and office furniture and machinery
- (ii) Computer Equipment
- (iii) tenants' improvements and decorations for which You are responsible

within the Buildings at the Premises other than any item which is insured under Insuring Clause 4 (Specified All Risks) or which would be insured under that clause but for the operation of any Limit of Indemnity, Excess, Exclusion or Condition

and, in so far as they are not otherwise or more specifically insured

- (iv) money and stamps (other than National Insurance Stamps) for an amount not exceeding £1,000 (but this is limited to £500 following theft other than from a locked safe or strongroom).
- (v) National Insurance Stamps including stamps affixed to cards.
- (vi) documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to You of the information contained therein.
- (vii) computer systems records, but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to You of the information contained therein, for an amount not exceeding £10,000.
- (viii) patterns, models, moulds, plans and designs.
- (ix) Employees', directors', partners', customers' and visitors' pedal cycles, tools and other personal effects for an amount not exceeding £500 in respect of any one person.
- (x) wines, spirits, cigarettes and tobacco goods kept for entertainment purposes only (and not for sale) but not for more than £500 in total in respect of loss or damage by theft (if insured).

but excluding

- (xi) landlords fixtures and fittings.
- (xii) Vehicles licensed for road use including their accessories and equipment.
- (xiii) property more specifically insured.

“Overall Sum Insured” shall mean the amount stated as such in the Schedule in respect of this Insuring Clause.

“Pollution” shall mean the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including (but not limited to) smoke, vapours, soot, fumes, acid, alkalis, chemicals and waste (including, but not limited to, material to be recycled, reconditioned or reclaimed).

“Premises” shall mean the premises stated in the Schedule.

“Property” shall mean the property specified in the Schedule in respect of this Insuring Clause.

“Subsidence” shall mean subsidence, ground heave or landslide.

“Sum(s) Insured” shall mean the amount(s) stated in the Schedule in respect of this Insuring Clause.

“United Kingdom” shall mean England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands.

“Unoccupied” shall mean untenanted, empty or not in use.

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 1 (PROPERTY DAMAGE)

We shall not be liable to pay or indemnify You for

(1) OTHER INSURANCE

more than Our rateable proportion of any Damage where You are entitled to payment or indemnity under any other insurance for such Damage.

(2) WEAR AND TEAR

Damage caused by or consisting of

- (a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, faulty or defective design or materials
- (b) the bursting of a boiler (other than a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus, belonging to You or under Your control, in which internal pressure is due to steam only

other than subsequent Damage which itself results from a cause not otherwise excluded.

(3) **DEFECTIVE WORKMANSHIP**

Damage caused by or consisting of faulty or defective workmanship, operational error or omission, by You or on the part of any of Your Employees, other than subsequent Damage resulting from another cause.

(4) **FRAUD OR DISHONESTY OF EMPLOYEES**

Damage by or consisting of acts of fraud or dishonesty by Your Employees other than subsequent Damage resulting from a Defined Peril.

(5) **LEAKAGE, MECHANICAL / ELECTRICAL BREAKDOWN ETC**

(a) Damage caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, change in temperature, colour, flavour, texture or finish, marring, scratching, vermin or insects

(b) Damage consisting of

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

(ii) mechanical or electrical breakdown or derangement

other than subsequent Damage resulting from another cause.

(6) **POLLUTION**

Damage caused by Pollution other than Damage caused by

(a) Pollution which results from a Defined Peril

(b) a Defined Peril which results from Pollution.

(7) **SETTLEMENT AND BEDDING DOWN**

(a) Damage caused by or consisting of Subsidence

(i) to yards, car parks, roads, pavements, walls, gates or fences at the Premises unless the buildings at the Premises are Damaged by the same cause and at the same time

(ii) which itself results from

(a) demolition, construction, structural alteration or repair of any property, or

(b) groundworks or excavations at the Premises.

(b) (i) the normal settlement or bedding down of new structures

(ii) the settlement or movement of made up ground

(iii) coastal or river erosion.

(8) **THEFT**

Damage caused by theft or any attempted theft

(a) (i) by any person lawfully on the premises

(ii) by deception

(iii) from any outbuilding

unless such theft or attempted theft involved entry to or exit from the Buildings by forcible and violent means

(b) to Property in any yard, car park, open space or open sided building

(c) whilst the Buildings are Unoccupied

other than Damage consequent upon and in connection with assault or violence or threat thereof to You or any of Your Employees

(d) expedited or in any way brought about by You, any member of Your family, or any director, partner of Yours or any Employee unless resulting from assault or violence or threat thereof to such persons

Provided always that this Exclusion shall not apply to any subsequent Damage resulting from a Defined Peril.

(9) **COLLAPSE**

Damage to the Building caused by its own collapse or cracking unless resulting from a Defined Peril.

(10) **DAMAGE TO FENCES, GATES AND MOVEABLE PROPERTY**

Damage to fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood and dust.

(11) **DAMAGE TO ROADS, PATHS AND PAVEMENTS ETC**

Damage of or to any yard, car park, road, pavement or path caused by weight, vibration or vehicle.

(12) **UNOCCUPIED PREMISES**

Damage to Unoccupied Buildings caused by

(a) freezing

(b) the escape of water from any tank, apparatus or pipe, or escape of oil from any heating installation.

(c) malicious persons not acting on behalf of or in connection with any political organisation, other than by fire or explosion.

(13) **FIXED GLASS AND SANITARY WARE**

Damage to fixed glass and fixed sanitary ware

(a) which is broken or damaged at the commencement of this insurance.

(b) in respect of an Unoccupied Building.

(14) **VALUABLE AND FRAGILE PROPERTY**

Damage to

(a)(i) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books

(ii) property in transit

- (iii) money, cheques, stamps, bonds or credit cards

other than Damage caused by a Defined Peril.

- (b) securities of any description unless stated otherwise in this Insuring Clause or the Schedule.
- (c) glass (not being fixed glass), china, earthenware (not being fixed sanitary ware), marble or other fragile or brittle objects other than Damage caused by a Defined Peril or theft or any attempted theft.

(15) VEHICLES

Damage to vehicles and their accessories and equipment, caravans, trailers, railway locomotives, rolling stock, builder's plant, watercraft or aircraft unless stated otherwise in this Insuring Clause or the Schedule.

(16) CONTRACT WORKS

Damage to

- (a) the permanent and/or temporary works forming part of any contract for the maintenance, repair, renovation, refurbishment, alteration, rebuilding (or the like) of the Buildings and/or
- (b) materials for incorporation within such permanent and/or temporary works.

(17) LAND, ROADS, PAVEMENTS ETC

Damage to land, roads, pavements, piers, jetties, bridges, culverts or excavations unless stated otherwise in this Insuring Clause or the Schedule.

(18) LIVESTOCK, CROPS AND PLANTS

Damage to livestock, growing crops, trees, shrubs plants or lawns other than Damage to trees, shrubs and plants used for ornamental purposes only.

Provided always that, such trees, shrubs and plants used for ornamental purposes

- (a) are contained within the structure of the Building, and
- (b) they do not form part of Your Office Contents unless stated otherwise in this Insuring Clause or the Schedule, and
- (c) the Damage is caused by a Defined Peril.

(19) MARINE INSURANCE

Property which at the time of the Damage is insured (or would be but for the existence of Insuring Clause 1 (Property Damage)), by any marine insurance policy or certificate other than in respect of any excess beyond the amount which would have been payable under the marine insurance policy or certificate had this insurance not been effected.

(20) PROPERTY MORE SPECIFICALLY INSURED

any Property more specifically insured by You or on Your behalf.

(21) CONSEQUENTIAL LOSS

consequential loss of any kind or description

(22) RENT

loss of rent.

(23) UNEXPLAINED SHORTAGES

Damage caused by or consisting of unexplained disappearance or inventory shortage, misfiling or misplacing of information.

(24) FALSE PRETENCE

Damage Caused by the voluntary parting with title or possession of any Property insured if induced by any fraudulent scheme, trick, device or false pretence.

(25) SUBSIDENCE

Damage caused by Subsidence to any Property situated within the Isle of Wight.

(26) COMPONENT SELF IGNITION

Damage of the component part of any dynamo, electric motor or other electrical plant installation, apparatus or conductor caused by its own self-heating or self-ignition.

(27) FLAT ROOFS

Damage to or resulting directly or indirectly from flat roof sections of the Property where the flat roof

- (a) has not been adequately maintained, or
- (b) is greater than 10 years old.

CONDITIONS APPLICABLE TO INSURING CLAUSE 1 (PROPERTY DAMAGE)

(1) AVERAGE

Other than in respect of rent, debris removal and professional fees where specifically insured, the Sum Insured for each Property of this Insuring Clause is separately subject to the following:

If at the commencement of any Damage the Sum Insured of the Property is less than the value of the Property, the amount payable by Us in respect of such Damage shall be proportionately reduced.

(2) REINSTATEMENT BASIS OF SETTLEMENT

In the event of Damage to the Property the basis upon which the amount We shall pay You is calculated shall be the Reinstatement of the Damaged Property.

Notwithstanding the Definition of "Property", for the purpose of this Addendum "Property" shall mean the property specified in the Schedule other than

- (a) Stock, rent, motor vehicles (including their accessories and equipment).
- (b) debris removal and professional fees specifically insured under this Insuring Clause.
- (c) employee's, director's, partner's, customer's and visitor's pedal cycles, tools and other personal effects.

For the purpose of this Addendum "Reinstatement" shall mean the carrying out of the following work

- (i) where the Property is lost or destroyed
 - (a) the rebuilding of the Property if a building, or
 - (b) in respect of other Property, its replacement by similar propertyin a condition equal to but not better or more extensive than its condition when new.
- (ii) where Property is damaged, the repair of the damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new.

Provided always that

- (i) the work or Reinstatement must be commenced and carried out with reasonable despatch.
- (ii) where the work or Reinstatement is carried out at another site and/or in any manner suitable to your requirements Our liability to pay You shall not thereby be increased.
- (iii) in respect of any Property which is Damaged in part only, Our liability to pay You shall not exceed the amount we would have paid for Reinstatement if such Property had been wholly destroyed.
- (iv) no payment beyond the amount which would have been payable had this Addendum not been incorporated herein shall be made until the cost of reinstatement shall have been actually incurred.

(v) Notwithstanding Condition (1) of this Insuring Clause, Average, if at the time of Damage the Sum Insured of the Property represents less than 85% of the full cost of Reinstatement of the Property We shall only pay for that proportion of the Damage which the Sum Insured bears to the full cost of Reinstatement.

(vi) unless any other contract of insurance effected by You or on Your behalf in respect of the Property is subject to an identical basis of Reinstatement We shall not pay You any amount beyond that which We would have paid under this Insuring Clause had this Addendum not been incorporated therein.

(3) UNOCCUPIED BUILDINGS

You must notify Us, in writing, as soon as reasonably possible when You become aware that

- (a) a Building or any part of a Building is or is to become Unoccupied
- (b) an Unoccupied Building or part of a Building has or is due to become occupied, giving Us full details of the purposes for which it is to be used

and pay the reasonable additional premium We may require.

(4) EXPLOSION

It is a condition precedent to Your right to payment or indemnity under this Insuring Clause for Damage to any vessel, machinery or apparatus (or the contents therein) belonging to You or under Your control caused by an explosion originating therein that where such vessel, machinery or apparatus is required to be examined to comply with any statutory regulations such compliance is observed.

(5) SECURITY PROTECTIONS

As a condition precedent to Your right to payment or indemnity under this Insuring Clause You shall ensure that the following security protections (and/or any subsequently installed or fitted at Our request) shall be in full and proper use at all times when the Premises are closed for business or left unattended and shall be maintained in proper working order throughout the currency of this insurance

- (a) all external doors (and any internal doors leading to any part of the Buildings not in Your sole occupation) to be secured with either
 - (i) if an aluminium door: a cylinder mortice deadlock, or
 - (ii) if an armoured plate door: the door manufacturer's locks as supplied, or
 - (iii) if a UPVC door: a multi-point locking system incorporating a minimum of 3 deadbolts
 - (iv) if any other type of single leaf door
 - (1) where the door thickness is at least 4.5 cm: a five lever mortice deadlock to at least British

- Standard 3621 together with a 17.5 cm boxed steel striking plate
- (2) where the door is less than 4.5 cm thick: a deadlocking rim latch keyed into the deadlock position or a mortice deadlock and two key operated security bolts engaging with the door frame and with internal operation only
- (v) if double leaf doors:
- (1) the standing leaf secured with internal surface mounted key operated security bolts or concealed flush bolts sited top and bottom engaging with the door frame and the floor, and
- (2) the final closing leaf secured with either a lock fitted as above dependent on door type or both leaves fitted with a coach-bolted locking bar secured with a close shackle padlock (or, if the locking bar is sited internally, either a close or open shackle padlock) having at least five levers
- (vi) if a designated fire door: either
- (1) a panic bar locking system incorporating bolts which engage both the head and sill of the door frame, or
- (2) a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
- (b) where the Sum Insured in respect of Office Contents is
- (i) **£50,000 or less**, all external ground floor and accessible windows and/or skylights are secured with key operated window locks or screwed shut
- (ii) **greater than £50,000 but less than £75,000**
- (1) all external ground floor and accessible windows and/or the glass portion of any external doors are protected by adequately secured metal bars or grills, external or internal metal shutters or internal collapsible metal security grills,
- OR**
- (2) the Premises are protected as in (iii) below
- (iii) **£75,000 or more,**
- (1) all external ground floor and accessible windows and/or skylights are secured with key operated window locks or screwed shut,
- AND**
- (2) the Premises are protected by an intruder alarm system incorporating Redcare monitoring (or a similar standard of monitoring approved by Us in writing) which is installed, maintained and monitored by a National Security Inspectorate NACOSS Gold Standard Approved Company.

INSURING CLAUSE 2 – BUSINESS INTERRUPTION

If, during the Period of Insurance,

- (a) Damage occurs at the Premises to property used by You for the purpose of Your Business, or
- (b) Damage occurs at or to property in the vicinity of the Premises preventing or hindering You from using or accessing Your Premises for the purpose of the Business, or
- (c) Damage occurs at or to property at Your suppliers' premises within the United Kingdom
- (d) accidental failure occurs to Your supply of electricity, gas, water or telecommunications services

and in consequence the Business carried on by You at the Premises is interrupted or interfered with then We agree to pay You the reduction in Revenue and/or increase in cost of working resulting from such interruption or interference.

Provided always that, (in respect of Damage occurring at the Premises) payment shall have been made or liability admitted for the Damage under Insuring Clause 1 (Property Damage) or would have been made but for the operation of the Excess.

LIMIT

Our total liability under this Insuring Clause in the Period of Insurance shall not exceed the Sum Insured.

Provided always that

- (a) the amount payable in respect of reduction in Revenue shall be the amount by which the Revenue during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Revenue.
- (b) the amount payable in respect of increase in cost of working shall be the additional expenditure, subject to the provisions of Condition 5 (Savings) of this Insuring Clause, necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Revenue which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the loss of Revenue thereby avoided.

ADDENDA APPLICABLE TO INSURING CLAUSE 2

(1) Alternative Trading

If during the Indemnity Period goods shall be sold, accommodation provided or services shall be rendered elsewhere than at the Premises for the benefit of your Business, either by You or by others on Your behalf the money paid or payable in respect of such sales accommodation or services shall be brought into account in arriving at the Revenue or rent receivable during the Indemnity Period.

(2) Professional Accountant's Charges

We will pay the reasonable charges payable by You to Your professional accountants for producing any particulars or details or any other proofs, information or evidence, as may be required by Us under the terms of this Insuring Clause, and reporting that such particulars or details are in accordance with Your books of accounts or other Business books or documents.

(3) Reinstatement of Loss

In the event of Damage insured by this Insuring Clause, the Sum(s) Insured will be automatically reinstated in full from the date of such Damage provided that You

- (a) pay any additional premium We may require.
- (b) comply with any reasonable recommendations We may make to prevent further Damage.

DEFINITIONS APPLICABLE TO INSURING CLAUSE 2 (BUSINESS INTERRUPTION)

"Assured/You/Your/Yours" shall mean the person named as the Policyholder in the Schedule.

"Annual Revenue" shall mean the Revenue during the twelve months immediately before the commencement of the Damage.

Providing always that adjustments shall be made, as may be necessary, to provide for the trend of Your Business and for variations in or other circumstances affecting Your Business either before or after the Damage or which would have affected Your Business had the Damage not occurred, so that the figures thus adjusted shall represent, as nearly as may be reasonably practicable, the results which but for the Damage would have been obtained during the relevant period after the Damage.

"Computer Equipment" shall mean any computer or other electronic data processing device, equipment or system, any hardware, software programme instruction, data or component utilised or intended to be utilised in/or by any such item.

"Damage" shall mean accidental loss, destruction or damage.

"Indemnity Period" shall mean the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of Your Business shall be affected in consequence of the Damage.

"Maximum Indemnity Period" shall mean the Maximum Indemnity Period stated in the Schedule.

“Premises” shall mean the premises stated in the Schedule.

“Revenue” shall mean the money paid or payable to You in respect of work done and services rendered in the course of Your Business at the Premises.

“Standard Revenue” shall mean the Revenue during that period in the twelve months immediately before the commencement of the Damage which corresponds with the Indemnity Period.

Providing always that adjustments shall be made, as may be necessary, to provide for the trend of Your Business and for variations in or other circumstances affecting Your Business either before or after the Damage or which would have affected Your Business had the Damage not occurred, so that the figures thus adjusted shall represent, as nearly as may be reasonably practicable, the results which but for the Damage would have been obtained during the relevant period after the Damage.

“Sum(s) Insured” shall mean the amount(s) stated in the Schedule in respect of this Insuring Clause, which amount is inclusive of

- (i) all payment under Insuring Clause 2(iii) for which Our total aggregate liability in the Period of Insurance shall not exceed £100,000.
- (ii) all payments consequent upon the breakdown of Your Computer Equipment for which Our total aggregate liability in the Period of Insurance shall not exceed £5,000.

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 2 (BUSINESS INTERRUPTION)

We shall not be liable to pay or indemnify You for loss of Revenue or increase in cost of working

(1) OTHER INSURANCE

for more than Our rateable proportion where You are entitled to payment or indemnity under any other insurance for such loss of Revenue or increase in cost of working

(2) FAILURE OF SUPPLY

consequent upon Damage caused by

- (a) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services (unless such discontinuation is due to a deliberate act of the supply authority for the sole purpose of safeguarding life or protecting any part of the supply system or a scheme of rationing due to Damage to the supply authority's premises), other than loss resulting from subsequent Damage which itself results from a cause not otherwise excluded.
- (b) the accidental failure of Your supply of electricity, gas, water or telecommunications

(i) which does not involve a cessation of supply for at least twenty-four consecutive hours

(ii) caused by

- (a) strikes or any labour or trade disputes
- (b) drought.

CONDITIONS APPLICABLE TO INSURING CLAUSE 2 (BUSINESS INTERRUPTION)

(1) AVERAGE

If at the commencement of Damage the Sum Insured is less than the Annual Revenue, or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months, the amount payable by Us shall be proportionally reduced.

(2) VALUE ADDED TAX CLAUSE

To the extent that You are accountable to the tax authorities for Value Added Tax all terms shall be exclusive of such tax.

(3) CURRENT COST ACCOUNTING

Any adjustment implemented in current cost accounting shall be disregarded.

(4) PROFESSIONAL ACCOUNTANTS

Any particulars or details contained in Your books of account or other Business books or documents which may be required by Us under the Conditions of this Certificate for the purpose of investigating or verifying any claim may be produced by professional accountants, if at the time they are regularly acting as such for You, and their report shall be prima facie evidence of the particulars and details to which such report relates.

(5) SAVINGS

If any of the charges or expenses of the Business cease or reduce in consequence of Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable.

INSURING CLAUSE 3 – MONEY AND PERSONAL ASSAULT

(a) MONEY

We agree to indemnify You against loss of Money occurring during the Period of Insurance within the United Kingdom whilst the Money is

- (i) in transit
- (ii) in the custody of collectors for 24 hours from the time of receipt or until the next working day
- (iii) in the Premises
- (iv) in any Private Residence
- (v) on contract or exhibition sites whilst Employees are working thereat
- (vi) in the night safe at a bank.

LIMIT AND EXCESS

Our total liability under Insuring Clause 3(a) (Money) and all Addenda applicable thereto (unless stated otherwise) in respect of any one loss shall not exceed:

- (a) £5,000 for loss of Negotiable Money, other than for loss
 - (i) from the Premises out of Working Hours where such loss is not from a locked safe or strongroom
 - (ii) from the custody of any one collector
 - (iii) from any Private Residence whilst not in a locked safe or strongroom
 - (iv) of any one package in transit by registered post when the total amount payable shall not exceed £500, or
 - (v) from a locked safe or strongroom at the Premises when the total amount payable shall not exceed £2,500
 - (vi) from any Private Residence whilst in a locked safe or strongroom when the total amount payable shall not exceed £1,000.
- (b) (i) £1,000 per card in any one Period of Insurance for loss resulting from the fraudulent use of any company credit or debit card issued for use in connection with Your Business
- (ii) £250,000 in respect of all other Non-Negotiable Money.
- (c) The cost of repair or reinstatement of any safe, strongroom, cash register, cash carrying case, bag or security waistcoat or franking machine lost or damaged by theft or attempted theft of Money.

Provided always that We shall only be liable for that part of each and every loss which exceeds the Excess.

(b) PERSONAL ASSAULT

If the Assured Person suffers Injury, or loss of or damage to clothing and personal effects during the Period of Insurance as a direct result of robbery or attempted robbery in the course of the Business We agree to pay You the appropriate benefit as set out in the Scale of Benefits.

SCALE OF BENEFITS

The amount payable for each person under Insuring Clause 3(b) (Personal Assault) shall be

(a) In respect of Death	£10,000
(b) In respect of Loss of Limbs	£10,000
(c) In respect of Loss of Sight or Speech or Hearing	£10,000
(d) In respect of Permanent Total Disablement	£10,000
(e) In respect of Temporary Total Disablement	£100 for each week of disablement
(f) In respect of loss of, or damage to, clothing and personal effects belonging to an insured person.	The amount of the loss or damage up to a maximum of £500
(g) Medical Expenses	Incurred costs up to a maximum of £250 per Injury

Provided always that:

- (1) We shall pay benefit for only one of items (a) to (d) inclusive for any one Assured Person.
- (2) permanent total disablement must commence within 104 weeks of suffering the Injury.
- (3) benefit (d) shall not be payable until 104 weeks after the date of suffering the Injury.
- (4) to qualify for benefit (e) the injured person must have received medical attention from and continued under the care of a qualified medical practitioner.
- (5) benefit (e) is payable for a maximum of 104 weeks from the date of suffering the Injury.
- (6) benefit (e) is no longer payable once benefit (a), (b) or (c) becomes claimable.

ADDENDA APPLICABLE TO INSURING CLAUSE 3

(1) **Business Visits Abroad**

The indemnity provided by Insuring Clause 3(a) (Money) extends to include loss of Money occurring outside of the United Kingdom and arising out of visits in connection with Your Business by You or any director or partner of Yours or any Employee.

Provided always that the total amount payable shall not exceed £500 in respect of any one loss.

DEFINITIONS APPLICABLE TO INSURING CLAUSE 3 (MONEY AND PERSONAL ASSAULT)

"Assured/You/Your/Yours" shall mean the person named as the Policyholder in the Schedule.

"Assured Person" shall mean any principal, partner, director, officer or Employee of Yours or any member of their family.

"Death" shall mean death resulting solely and directly from, and within 104 weeks of sustaining, the Injury.

"Employee" shall mean any person, other than a director of Yours, who was or is or may hereafter be

- (i) under a contract of service or apprenticeship with You, or
- (ii) under a work experience or similar scheme, or
- (iii) supplied to or hired in or borrowed by You, or
- (iv) self-employed persons

working for You under Your direct control in connection with Your Business and normally resident in the United Kingdom.

"Excess" shall mean £250

"Injury" shall mean bodily injury caused solely and directly by violent, external and visible means.

"Loss of Limbs" shall mean total loss of use of one or more hands or feet resulting solely and directly from, and within 104 weeks of suffering, the Injury.

"Loss of Sight or Speech or Hearing" shall mean total and irrecoverable loss of

- (i) all sight in one or both eyes, or
- (ii) the power of speech, or
- (iii) the sense of hearing

resulting solely and directly from, and within 104 weeks of suffering, the Injury.

"Medical Expenses" shall mean reasonably incurred costs of surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession together with hospital, nursing home and ambulance charges following Injury for which a benefit is payable under this Insuring Clause.

"Money" shall mean Negotiable Money and Non-Negotiable Money for which You are responsible and used for the purposes of Your Business.

"Negotiable Money" shall mean current coin, bank and currency notes, uncrossed cheques, uncrossed postal and money orders, unused postage stamps, unused National Insurance Stamps, National Savings Stamps and Certificates, unexpired units in franking machines, luncheon and customer redemption vouchers, trading stamps, holiday with pay stamps, telephone cards and travel tickets (solely for Your personal use, or use by any director or partner of Yours or any Employee).

"Non-Negotiable Money" shall mean crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques), crossed bankers' drafts, crossed postal and money orders, crossed warrants, used National Insurance Stamps, VAT purchase invoices, company credit card and/or debit card, credit and debit card sales vouchers and Premium Bonds.

"Permanent Total Disablement" shall mean permanent total disablement (other than Loss of Limb or Loss of Sight or Speech or Hearing) resulting solely and directly from Injury which necessarily and continuously prevents the insured person from attending to business or occupation of any description and, having lasted for 104 weeks from the date of the suffering the Injury, is beyond hope of improvement.

"Premises" shall mean the premises stated in the Schedule.

"Private Residence" shall mean the private residence, away from the Premises, where You or any director or partner of Yours or any Employee or Your authorised representative (who is entrusted with money) permanently reside.

"Temporary Total Disablement" shall mean total disablement resulting solely and directly from Injury which necessarily prevents the injured person from attending to his/her usual business or occupation or, if the injured person has no occupation, necessarily confines the person to a private dwelling or other location where he/she is under treatment.

"United Kingdom" shall mean England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands.

"Working Hours" shall mean Your normal working hours including overtime, during which You or any Employees who are entrusted with money are

- (i) in that portion of the Premises used solely for the purpose of Your Business
- (ii) for contract or exhibition sites, on the contract or exhibition site.

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 3 (MONEY AND PERSONAL ASSAULT)

We shall not be liable to pay or indemnify You

(1) **OTHER INSURANCE**

for more than Our rateable proportion of any loss of Money, Injury, loss or damage where You are entitled to payment or indemnity under any other insurance for such loss of Money, Injury, loss or damage

(2) **GAMING MACHINES**

for loss of Money in gaming, amusement, change giving or vending machines.

(3) **FRAUD OR DISHONESTY**

for loss due to fraud or dishonesty of Employees unless the loss is discovered within 30 days of it occurring.

(4) **SHORTAGES**

for shortages due to mysterious disappearance, unexplained shortage or shortages, accounting or clerical error or omission.

(5) **UNATTENDED MOTOR VEHICLES**

for loss of Money from unattended motor vehicles.

(6) **DEPRECIATION / COUNTERFEIT MONEY**

for consequential loss of any kind or description or loss due to depreciation in value or to the use of counterfeit Money.

(7) **FALSIFICATION OF ACCOUNTS**

for loss due to falsification of accounts.

(8) **FIDELITY GUARANTEE**

for loss of Money where You are entitled to indemnity under a Fidelity Guarantee or similar insurance policy or certificate.

(9) **UNREGISTERED POST**

for loss of Money in transit sent in unregistered post.

(10) **CREDIT CARDS**

for loss due to the use of any company credit or debit card if the provisions, conditions and other terms under which such cards have been issued have not been fully complied with.

(11) **CHILDBIRTH AND AGE**

(a) for Injury in so far as it is directly or indirectly due to, or prolonged by, pregnancy or childbirth.

(b) to any Assured Person under the age of 16 years or over the age of 70 years.

(c) in respect of property belonging to any Assured Person under the age of 16 years or over the age of 70 years.

CONDITIONS APPLICABLE TO INSURING CLAUSE 3

(1) **RECORD OF MONEY**

As a condition precedent to Your right to payment of indemnity under the Insuring Clause You shall ensure that a complete record is kept of

(a) Money in transit

(b) Money in any Premises at which Money is covered under this Insuring Clause

and that such record is deposited in some place other than in any safe or strongroom containing Money.

(2) **KEYS AND COMBINATION CODES**

As a condition precedent to Your right to payment or indemnity under this Insuring Clause You shall ensure that no keys or combination codes of any safe or strongroom containing Money are in the Premises out of Working Hours unless they or any director or partner of Yours or any Employee (who is entrusted with Money) permanently reside at the Premises, and/or no keys or combination codes of any safe or strongroom containing Money shall, out of Working Hours, be

(a) in the Business portion of the Premises.

(b) in or about that particular portion of the Premises in which such safe or strongroom is kept or situated.

(3) **ESCORTED MONEY**

As a condition precedent to Your right to payment or indemnity under this Insuring Clause You shall ensure that each single transit of Negotiable Money above £2,500 is escorted by at least 2 responsible able-bodied adults.

INSURING CLAUSE 4 – SPECIFIED ALL RISKS

If the Property or any part of such Property, shall sustain Damage during the Period of Insurance We agree to pay You the value of the Property at the time of Damage or, at Our option, reinstate or replace the Property or any part of the Property.

LIMIT AND EXCESS

Our total liability under this Insuring Clause during the Period of Insurance shall not exceed an amount equal to 15% of the total Sum Insured for Office Contents under Insuring Clause 1 (Property Damage) or £10,000 whichever is the least.

We shall only be liable for that part of each and every occurrence of Damage which exceeds the Excess.

ADDENDA APPLICABLE TO INSURING CLAUSE 4

(1) Reinstatement of Loss

In the event of Damage insured by this Insuring Clause, the Sum(s) Insured will be automatically reinstated in full from the date of said Damage provided that You

- (a) pay any additional premium We may require.
- (b) comply with any reasonable recommendations We may make to prevent further Damage.

DEFINITIONS APPLICABLE TO INSURING CLAUSE 4 (SPECIFIED ALL RISKS)

“Assured/You/Your/Yours” shall mean the person named as the Policyholder in the Schedule.

“Damage” shall mean accidental loss, destruction or damage.

“Excess” shall mean £250.

“Property” shall mean portable equipment owned by You or for which You are responsible used in connection with Your Business (including but not limited to computer equipment, photographic equipment, mobile telephones), other than

- (i) equipment whilst fitted to a vehicle
- (ii) works of art, items of gold, silver or other precious metals, or personal effects (including but not limited to jewellery and watches).

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 4

We shall not be liable to pay or indemnify You under Insuring Clause 4 (Specified All Risks) for

(1) OTHER INSURANCE

more than Our rateable proportion of any Damage where You are entitled to payment or indemnity under any other insurance for such Damage.

(2) WEAR AND TEAR

Damage caused by or consisting of wear and tear, depreciation, gradual deterioration, vermin, moth or insects, fungus, condensation, any gradual operating cause or any process of cleaning, dyeing, repairing or renovation.

(3) UNEXPLAINED SHORTAGES

Damage caused by or consisting of unexplained disappearance or inventory shortage.

(4) UNATTENDED PROPERTY

Damage to Property caused by or consisting of theft or attempted theft whilst the Property is left unattended, other than

- (a) theft or attempted theft of Property from an unattended vehicle or
- (b) theft of Property where the vehicle is stolen at the same time

Provided always that

- (c) the Property is concealed in a locked boot or stowage area within the vehicle; and
- (d) all points of access to the vehicle are securely locked and security devices put in full and proper operation; and
- (e) force is used to gain entry to the vehicle and such entry causes external and visible damage to the vehicle

(5) MECHANICAL / ELECTRICAL BREAKDOWN

Damage caused by or consisting of mechanical or electrical breakdown or derangement of the Property unless caused by accidental damage to the exterior of the Property.

(6) CONSEQUENTIAL LOSS

Consequential loss of any kind or description.

(7) FALSE PRETENCE

Damage caused by the voluntary parting with title or possession of any Property insured if induced by any fraudulent scheme trick, device or false pretence.

**CONDITIONS APPLICABLE TO INSURING
CLAUSE 4**

(1) REINSTATEMENT BASIS OF SETTLEMENT

In the event of Damage to the Property the basis upon which the amount We shall pay You is calculated shall be the Reinstatement of the Damaged Property.

For the purpose of this Addendum "Reinstatement" shall mean the carrying out of the following work:

- (a) where the Property is lost or destroyed its replacement by similar property in a condition equal to but not better or more extensive than its condition when new.
- (b) where Property is damaged, the repair of the damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new.

INSURING CLAUSE 5 – EMPLOYERS LIABILITY

The indemnity provided by this Insuring Clause is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the United Kingdom.

We agree to indemnify You against Loss arising from any Claim or Claims made against You by reason of Injury sustained by any Employee while employed in or temporarily outside the United Kingdom caused during the Period of Insurance and arising out of and in the course of their employment by You in Your Business.

Provided always that an action for damages is brought against You under the jurisdiction of a court within the United Kingdom.

LIMIT

Our liability under this Insuring Clause for Loss shall not exceed the Limit of Indemnity.

ADDENDA APPLICABLE TO INSURING CLAUSE 5

(1) Compensation for Court Attendance

In the event of any director or partner of Yours or any Employee attending court at Our request as a witness in connection with any claim in respect of which You are entitled to indemnity under this Insuring Clause, We will provide compensation to You at the following rates for each day on which attendance is required

- | | |
|-----------------------------|--------------|
| (a) any director or partner | £250 per day |
| (b) any Employee | £150 per day |

(2) Health and Safety at Work

The indemnity provided by this Insuring Clause is extended to include Costs and Expenses in the defence of any criminal proceedings (including a charge of manslaughter) brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any amendment or re-enactment thereof, committed or alleged to have been committed in the course of Your Business during the Period of Insurance, including Costs and Expenses in an appeal against conviction and/or prosecution costs awarded against You arising from such proceedings.

Provided always that

- (a) the proceedings relate to the health, safety and welfare of Employees.
- (b) the total amount payable under this Addendum shall not exceed £250,000 in any one Period of Insurance.

(3) Unsatisfied Court Judgments

In the event of a judgment for damages being obtained in any court in the United Kingdom

- (a) by an Employee or the personal representatives of such Employee, in respect of Injury to the Employee caused during the Period of Insurance and arising out of and in the course of employment by You in Your Business, against any company or person operating from premises within the United Kingdom and
- (b) remaining unsatisfied in whole or in part six months after the date of such judgment

We will, at Your request, pay to the Employee or the personal representatives of the Employee the amount of such damages and awarded costs to the extent that they remain unsatisfied.

Provided always that

- (i) there is no appeal outstanding.
- (ii) the Employee or personal representatives of the Employee shall assign the judgment to Us in the event of any payment being made under the terms of this Addendum.

DEFINITIONS APPLICABLE TO INSURING CLAUSE 5 (EMPLOYERS LIABILITY)

“Assured/You/Your/Yours” shall mean

- (i) the person, persons, firm and all partners and former partners in the firm (or in the event of the death, incompetency, incapacity, bankruptcy or insolvency of any of the foregoing, their estate, heirs, legal representatives or assigns), limited liability partnership or company named as the Policyholder in the Schedule.
- (ii) any principal to whom an indemnity is required to be provided under a contract for the performance of work by You in connection with Your Business but only to the extent required by such contract

in addition, if You so require, we will indemnify

- (iii) any director or member of Yours or any Employee in like manner to You
- (iv) any officer or member of Your canteen, social, sports or welfare and other facilities and organisations or ambulance, first aid, fire, medical or security services in their respective capacity as such.

Provided always that such persons shall, as though they were the Assured, observe, fulfil and be subject to the terms, conditions and exclusions of this Certificate in so far as they can apply.

“Business” shall, in addition to the General Definition of “Business”, include

- (i) Your ownership, occupation and maintenance of land or buildings

- (ii) the provision and management of canteen, social, sports, welfare and other facilities and organisations including, but not limited to, first aid and medical services for the benefit of Employees
- (iii) the provision and operation of fire and security services for the protection of premises occupied by You
- (iv) private duties undertaken by an Employee for You or, with Your consent, for any director or partner of Yours or any Employee.

“Claim” shall mean

- (i) any claim form, writ or summons or other application of any description whatsoever or counter claim issued against or served upon You, or
- (ii) any communication or allegation communicated to You

which might result in a Loss.

“Costs and Expenses” shall mean all legal costs and expenses reasonably incurred by Us or by You with Our written consent (such consent not to be unreasonably withheld) other than

- (i) damages and costs awarded against You
- (ii) remuneration of whatsoever nature due to You.

“Employee” shall mean any person who was or is or may hereafter be

- (i) under a contract of service or apprenticeship with You, or
- (ii) under a work experience or similar scheme, or
- (iii) supplied to or hired in or borrowed by You, or
- (iv) self-employed persons

working for You under Your direct control in connection with Your Business and normally resident in the United Kingdom.

“Injury” shall mean bodily injury, mental injury, emotional distress, shock, sickness, disease or death.

“Limit of Indemnity” shall mean the amount stated in the Schedule in respect of this Insuring Clause.

“Loss” shall mean

- (i) Your legal liability for damages and costs awarded against You
- (ii) Costs and Expenses
- (iii) costs of legal representation at
 - (a) any coroner’s inquest or fatal injury inquiry
 - (b) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty

reasonably incurred with Our written consent in connection with any matter which may be the subject of indemnity under this Insuring Clause

resulting from or attributable to the same originating cause.

“United Kingdom” shall mean England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands.

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 5

We shall not be liable to pay or indemnify You against Loss

(1) OFFSHORE

for Injury from the time of embarkation by the Employee upon a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation from the conveyance onto land upon their return from such offshore rig or platform.

(2) OTHER INSURANCE

in respect of which You are entitled to indemnity under any other insurance

Notwithstanding the above, this Insuring Clause shall contribute in excess of such other insurance, provided always that if such other insurance is also provided by Us the Limit of Indemnity under this Insuring Clause shall be deemed reduced by any amount payable under such other insurance

CONDITIONS APPLICABLE TO INSURING CLAUSE 5

(1) CERTIFICATE OF EMPLOYERS LIABILITY

If the insurance cover provided by Insuring Clause 5 (Employers Liability) is cancelled by You or Us, any certificate of Employers Liability insurance issued hereunder is similarly cancelled from the same date.

INSURING CLAUSE 6 – GENERAL LIABILITY

(a) PUBLIC LIABILITY

We agree to indemnify You against Loss arising from any Claim in respect of a Wrongful Act happening in connection with Your Business and occurring during the Period of Insurance within the European Union other than any Loss caused by or through or in connection with any Product.

(b) PRODUCTS LIABILITY

We agree to indemnify You against Loss arising from any Claim in respect of a Wrongful Act happening in connection with Your Business and occurring during the Period of Insurance anywhere in the world, caused by or through or in connection with any Product initially sold or supplied by You from within the United Kingdom.

(2) Health and Safety at Work

The indemnity provided by this Insuring Clause is extended to include Costs and Expenses in the defence of any criminal proceedings (including a charge of manslaughter) brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any amendment or re-enactment thereof, committed or alleged to have been committed in the course of Your Business during the Period of Insurance, including Costs and Expenses in an appeal against conviction and/or prosecution costs awarded against You arising from such proceedings.

Provided always that

- (a) the proceedings relate to the health, safety and welfare of any person other than an Employee.
- (b) The total amount payable under this Addendum shall not exceed £250,000 in any one Period of Insurance.

LIMIT AND EXCESS

Our liability under Insuring Clause 6(a) (Public Liability) for Loss (other than Costs and Expenses) shall not exceed the Limit of Indemnity.

Our total aggregate liability under Insuring Clause 6(b) (Products Liability) in the Period of Insurance in respect of all Loss (other than Costs and Expenses) shall not exceed the Limit of Indemnity.

In the event that Loss (other than Costs and Expenses) exceeds the Limit of Indemnity, Our liability for such Costs and Expenses shall not exceed the proportion of such Loss (exclusive of such Costs and Expenses) as is represented by the Limit of Indemnity.

Under Insuring Clause 6(a) (Public Liability) We shall only be liable for that part of each Loss resulting from loss of or damage to Property which exceeds the Excess.

ADDENDA APPLICABLE TO INSURING CLAUSE 6

(1) Compensation for Court Attendance

In the event of any director or partner of Yours or any Employee attending court at Our request as a witness in connection with any claim in respect of which You are entitled to indemnity under this Insuring Clause, We will provide compensation to You at the following rates for each day on which attendance is required

- (a) any director or partner £250 per day
- (b) any Employee £150 per day

(3) Consumer Protection and Food Safety

The indemnity provided by Insuring Clause 6(b) (Products Liability) is extended to include Costs and Expenses in the defence of any proceedings brought for a breach of

- (a) Part II of the Consumer Protection Act 1987 or any amendment or re-enactment thereof, or
- (b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 or any amendment or re-enactment thereof

committed or alleged to have been committed in the course of Your Business during the Period of Insurance including Costs and Expenses reasonably incurred in an appeal against conviction arising from such proceedings.

Provided always that We shall not be liable to pay or indemnify You where proceedings arise out of Your deliberate act or omission.

(4) Damage to Hired or Rented Premises

Notwithstanding Exclusion 3(b) of this Insuring Clause the indemnity provided by this Insuring Clause is extended to include Loss arising from accidental loss of or accidental damage to premises (and/or fixtures and fittings of such premises) hired or rented by You for the purposes Your Business.

Provided always that We shall not be liable to pay or indemnify You

- (a) against Loss resulting from any tenancy or other agreement entered into by the You in so far as liability under such agreement exceeds Your liability in the absence of such agreement
- (b) for the first £100 of such Loss unless the loss or damage results from fire or explosion.

(5) Defective Premises Act 1972

The indemnity provided by Insuring Clause 6(a) (Public Liability) is extended to include Loss arising from any Claim or Claims made against You by reason of breach of Section 3 of the Defective Premises Act 1972 or any amendment or re-enactment thereof or Section 5 of the Defective Premises (Northern Ireland) Order 1975 or any amendment or re-enactment thereof in connection with premises which have been disposed of by You.

Provided always that We shall not be liable to pay or indemnify You for the cost of rectifying any damage or defect in the premises disposed of.

(6) Motor Contingent Liability

Notwithstanding Exclusion 4(a) of this Insuring Clause, the indemnity provided by Insuring Clause 6(a) (Public Liability) is extended to include Loss arising out of the use of any motor vehicle which is not Your property nor provided by You being used for the purposes of Your Business.

Provided always that We shall not be liable to pay or indemnify You

- (a) for loss of or damage to any such vehicle or to the property therein.
- (b) against Loss which results from such vehicle being driven by the Assured other than an Employee.
- (c) against Loss arising from the use of such vehicle outside the United Kingdom.

(7) Product to Product Liability

Notwithstanding Exclusion 11 of this Insuring Clause, the indemnity provided by Insuring Clause 6(b) (Products Liability) is extended to include Loss arising from accidental loss or damage to a Product after it has left Your charge or control

- (a) caused by another Product supplied, installed or fitted by You or on Your behalf under a separate contract or
- (b) when You are engaged in any operation not connected with the supply, installation or fitting of the original Product.

(8) Overseas Personal Liability

The indemnity provided by Insuring Clause 2(a) (Public Liability) is extended to include Loss incurred by You

- (a) elsewhere in the world in respect of non-manual work
- (b) in a personal capacity whilst temporarily outside the United Kingdom in connection with Your Business by reason of Injury to any person and/or loss of or damage to Property.

Provided always that

- (i) notwithstanding Exclusion 9 of this Insuring Clause, where action for damages is brought in a court of law within the jurisdiction of the United States of America or Canada Our liability for such Loss (including Costs and Expenses) shall not exceed the Limit of Indemnity.

- (ii) We shall not be liable to pay or indemnify You against Loss arising out of the ownership of any land or building(s).

(9) Cross Liabilities

If the Assured comprises more than one party, Insuring Clause 6(a)(Public Liability) shall be construed as though separate Certificates had been issued to each.

Provided always that nothing in this Addendum will operate to increase Our liability beyond the amount for which We would have been liable had this Addendum not applied.

(10) Member to Member Liability

In respect of members of Your canteen, social, sports welfare, first aid, fire, medical and security activities, if any action for damages is brought against any such member by any other member and the action is such that if it were brought against You, You would be entitled to indemnity under Insuring Clause 6(a) (Public Liability) We will indemnify such member in like manner to You.

Provided always that

- (a) We shall not be liable to pay or indemnify such member against Loss in respect of which such member is entitled to indemnity under any other insurance
- (b) such member shall, as though he were the Assured, observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this Certificate so far as they can apply
- (c) for the purpose of this Addendum, guests and voluntary helpers shall be deemed to be members.
 - (i) which results from any deliberate act or omission by You the result of which could reasonably have been anticipated having regard to the nature and circumstances of such act or omission.
 - (ii) which results from any act of fraud or dishonesty.
 - (iii) to the extent of any costs and expenses of rectifying, rewriting or erasing data.
 - (iv) arising from the recording processing or provision of data for reward or to determine the financial status of any person.

(11) Data Protection Act

The indemnity provided by Insuring Clause 6(a) (Public Liability) is extended to include Loss arising from any Claim or Claims made against You by reason of breach of Section 13 of the Data Protection Act 1998 or any amendment or re-enactment thereof arising in connection with Your Business during the Period of Insurance.

Provided always that

- (a) You have been accepted and remain registered by the Data Protection Registrar.

- (b) Your Business is not that of a computer bureau.
- (c) We shall not be liable to pay or indemnify You against Loss
 - (i) which results from any deliberate act or omission by You the result of which could reasonably have been anticipated having regard to the nature and circumstances of such act or omission
 - (ii) which results from any act of fraud or dishonesty
 - (iii) to the extent of any costs and expenses of rectifying, rewriting or erasing data
 - (iv) arising from the recording processing or provision of data for reward or to determine the financial status of any person.

- (iv) private duties undertaken by an Employee for You or, with Your consent, for any director or partner of Yours or any Employee.

“**Claim**” shall mean

- (i) any claim form, writ or summons or other application of any description whatsoever or counter claim issued against or served upon You, or
- (ii) any communication or allegation communicated to You which might result in a Loss.

“**Costs and Expenses**” shall mean all legal costs and expenses reasonably incurred by Us or by You with Our written consent (such consent not to be unreasonably withheld) other than

- (i) damages and costs awarded against You,
- (ii) remuneration of whatsoever nature due to You.

DEFINITIONS APPLICABLE TO INSURING CLAUSE 6

“**Assured/You/Your/Yours**” shall mean

- (i) the person, persons, firm and all partners and former partners in the firm (or in the event of the death, incompetency, incapacity, bankruptcy or insolvency of any of the foregoing, their estate, heirs, legal representatives or assigns), limited liability partnership or company named as the Policyholder in the Schedule.
- (ii) and, in respect of Insuring Clause 6(a)(Public Liability) any principal to whom an indemnity is required to be provided under a contract for the performance of work by You in connection with Your Business but only to the extent required by such contract

in addition, if You so requires, we will indemnify

- (iii) any director or member of Yours or any Employee in like manner to You
- (v) in respect of Insuring Clause 6(a) (Public Liability) any officer or member of Your canteen, social, sports or welfare and other facilities and organisations or ambulance, first aid, fire, medical or security services in their respective capacity as such.

Provided always that such persons shall, as though they were the Assured, observe, fulfil and be subject to the terms, conditions and exclusions of this Certificate in so far as they can apply.

“**Employee**” shall mean any person, other than a director of Yours, who was or is or may hereafter be

- (i) under a contract of service or apprenticeship with You, or
- (ii) under a work experience or similar scheme, or
- (iii) supplied to or hired in or borrowed by You, or
- (iv) self-employed persons

working for You and under Your direct control in connection with Your Business and normally resident in the United Kingdom.

“**Excess**” shall mean, in respect of Insuring Clause 6(a) (Public Liability), £250.

“**Injury**” shall mean bodily injury, mental injury, emotional distress, shock, sickness, disease or death.

“**Limit of Indemnity**” shall mean the amount stated in the Schedule in respect of this Insuring Clause.

“**Loss**” shall mean

- (i) Your legal liability for damages and costs awarded against You,
 - (ii) Costs and Expenses
 - (iii) costs of legal representation at
 - (a) any coroner’s inquest or fatal injury inquiry
 - (b) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty
- reasonably incurred with Our written consent in connection with any matter which may be the subject of indemnity under this Insuring Clause

resulting from or attributable to the same originating cause.

“**Pollution**” shall mean the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including (but not limited to) smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste (including, but not limited to, material to be recycled, reconditioned or reclaimed).

“**Business**” shall, in addition to the General Definition of “Business”, include

- (i) Your ownership, occupation and maintenance of land or buildings
- (ii) the provision and management of canteen, social, sports, welfare and other facilities and organizations including, but not limited to, first aid and medical services for the benefit of Employees
- (iii) the provision and operation fire and security services for the protection of premises occupied by You

“**Product**” shall mean any goods or products (including their containers, labelling and instructions provided in connection therewith) sold, supplied, manufactured, constructed, processed, installed, serviced, repaired, altered, treated, renovated or maintained by You and no longer in Your possession or control.

“**Property**” shall mean material and tangible property.

“**United Kingdom**” shall mean England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands.

“**Vessel or Craft**” shall mean any vessel or craft or object made or intended to float on or in or travel on or through water or air.

“**Wrongful Act**” shall mean

- (i) accidental Injury to any person
 - (ii) accidental loss of or accidental damage to Property
- and, in respect of Insuring Clause 6(a) (Public Liability)
- (iii) libel, slander or defamation
 - (iv) wrongful arrest, imprisonment or eviction of any person or wrongful accusation of shoplifting
 - (v) trespass, nuisance or any interference with right of way, by foot, air or water.

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 6

We shall not be liable to pay or indemnify You against Loss under Insuring Clause 6 (Public and Products Liability)

(1) EMPLOYERS LIABILITY

which results

- (a) directly or indirectly from Injury sustained by any Employee arising out of and in the course of their employment by You.
- (b) from any breach of any obligation owed by You as an employer to any Employee or prospective Employee.

(2) OTHER INSURANCE

in respect of which You are entitled to indemnity under any other insurance other than Insuring Clause 3 (Directors and Officers Liability) of this Certificate of Insurance.

Notwithstanding the above, this Insuring Clause shall contribute in excess of such other insurance, provided always that if such other insurance is also provided by Us the Limit of Indemnity under this Insuring Clause shall be deemed reduced by any amount payable under such other insurance.

(3) PROPERTY DAMAGE

which result directly or indirectly from loss of or damage to Property

- (a) belonging to You.
- (b) in Your charge or under Your control or in the charge or under the control of any Employee, other than
 - (i) personal property (including motor vehicles) of Your directors, partners, visitors or Employees.
 - (ii) premises (including fixtures, fittings and contents) not owned, hired or rented by You but temporarily occupied by You for the purposes of Your Business.
- (c) or to that part of any Property on which You or Your agent are or have been working where the loss or damage occurs as a direct result of such work.

(4) MOTOR VEHICLES OR VESSELS

which result directly or indirectly from the ownership, possession or use by You or on Your behalf of

- (a) any mechanically propelled vehicle for which insurance or security is required under road traffic legislation but this exclusion shall not apply
 - (i) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation).
 - (ii) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle.
 - (iii) in respect of the movement of any such vehicle not belonging to You which is interfering with the performance of Your Business except where more specifically insured in whole or in part by any other insurance policy or certificate.
- (b) any Vessel or Craft, other than hand propelled watercraft not exceeding 8 metres in length and in use on inland waters.

(5) PROFESSIONAL INDEMNITY

resulting directly or indirectly from remedial or professional or other advice or treatment, given or administered or omitted by You or on Your behalf for which a fee is or would normally be charged.

(6) 21.2.1. INSURANCE

resulting from loss of or damage to Property in respect of which You are required to effect insurance under the terms of Clause 21.2.1 of the 1980 edition of the Joint Contracts Tribunal conditions of contract (or any subsequent revision or substitution) or under the terms of any other contract requiring insurance of like kind.

(7) POLLUTION

directly or indirectly caused by Pollution including the cost of removing or nullifying or cleaning up the Pollution

- (a) occurring in Canada and/or the United States of America or any dependency or trust territory.
- (b) occurring elsewhere in the world unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance provided always that
 - (i) all Pollution which arises out of such incident shall be deemed to have occurred at the time such incident takes place and shall be deemed to be one incident irrespective of the number of Periods of Insurance over which such Pollution occurs.
 - (ii) Our liability for all damages payable arising out of all Pollution which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Limit of Indemnity.

(8) ASBESTOS

resulting directly from, in consequence of or in any way involving the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos.

(9) LEGAL ACTION

- (a) where the Claim is brought in a court of law outside the jurisdiction of the United Kingdom, and/or
- (b) where action is brought in a court of law within the jurisdiction of the United Kingdom to enforce a foreign judgement whether by way of reciprocal agreement or otherwise.

(10) CONSORTIA AND JOINT VENTURES

resulting from Your association with others whilst acting in consortia or joint ventures, other than in respect of Loss arising from Your own acts or omissions.

(11) PRODUCTS

under Insuring Clause 6(b) (Products Liability)

- (a) arising from any Claim for the cost of repair, alteration, removal, recall or replacement of any Product or for the cost of or reduction in the contract value of any Product.
- (b) arising out of any Product which with Your knowledge is
 - (i) incorporated in any aircraft or aerial device and which could affect the safety, navigation or propulsion of such aircraft or aerial device.
 - (ii) used in the petrochemical industry in direct connection with manufacture, processing or storage.
 - (iii) exported to Canada or the United States of America or any dependency or trust territory.

(12) CONTRACTUAL LIABILITY

- (a) under Insuring Clause 6(a) (Public Liability) resulting from any agreement entered into by You unless the conduct and control of Claims is vested in Us
- (b) under Insuring Clause 6(b) (Products Liability) resulting from any agreement entered into by You, other than liability arising out of a condition of warranty of goods implied by law

in so far as liability under such agreement exceeds that which would be implied by statute or common law.

GENERAL EXCLUSIONS

(Applicable to the Certificate as a whole)

We shall not be liable to pay or indemnify You

(1) **FINES AND PENALTIES**

to the extent of any

- (a) fine or penalty
- (b) non-compensatory damages.

(2) **RADIOACTIVE CONTAMINATION AND SONIC BANGS ETC**

against any Loss, expense, consequential loss, or any loss or destruction of or damage to property directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds, and in Northern Ireland and the Republic of Ireland only
- (d) riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

(3) **WAR RISKS AND TERRORISM**

against any Loss, Injury, expense, consequential loss, or any loss or destruction of or damage to property based upon, arising out of or relating directly or indirectly from, in consequence of or in any way involving

- (a) War and/or Terrorism
- (b) any action taken in controlling, preventing or suppressing War and/or Terrorism
- (c) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association

regardless of any other cause or event contributing concurrently or in any other sequence to such Loss, expense, consequential loss, destruction or damage.

- (d) Contamination due to Terrorism

Provided always that

- (i) if We allege that by reason of this Exclusion, any Loss, expense, consequential loss or any loss destruction of or damage to property is not covered by this Certificate the burden proving the contrary shall be upon You.
- (ii) in the event that any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(4) **CONFISCATION ETC**

against Loss, Damage, loss of Money, Injury or loss of income &/or increase in cost of working that is directly caused by, contributed to by or arising from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

(5) **ELECTRONIC DATA**

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

Provided always that, this Exclusion shall not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

(6) **COMPUTER DATE RECOGNITION**

- (a) under Insuring Clause 6 (General Liability) against Loss brought about by or consequent upon any failure of any computer or other electronic data processing device, equipment or system, any hardware, software, programme, instruction, data or component utilised or intended to be utilised therein or thereby, or any actual or intended function of or process performed by any of the foregoing, (by whomsoever owned or operated), to recognise or respond to, correctly and effectively, any particular date or period of time (continuous or otherwise).
- (b) under all other Insuring Clauses loss directly or indirectly caused by or consisting of or arising from the failure of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether Your property or not, and whether occurring before, during or after the year 2000
 - (i) to correctly recognise any date as its true calendar date
 - (ii) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - (iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but this shall not exclude

- (iv) any ensuing physical loss or damage to property insured resulting from a Defined Peril (other than subterranean fire) or theft not otherwise excluded

or

- (v) any consequential loss which may arise from such ensuing physical loss or damage and which is otherwise covered under this insurance.

Provided always that nothing in this exclusion or any other provision, Addendum or extension of this insurance shall be construed to extend Our liability to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether Your property or not.

(7) MOULD

against any Loss, expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by or arising from Mould or a Mould Event.

CLAIMS CONDITIONS

(Applicable to the Certificate as a whole)

(1) NOTIFICATION OF CLAIMS

You shall, as a condition precedent to Your right to payment or indemnity give Us immediate notice in writing (or within 7 days for riot Damage) of

- (a) any Claim made against You
- (b) the receipt of any notice of an intention to make a Claim against You
- (c) any circumstances of which You shall become aware which is likely to give rise to
 - (i) a Claim against You, or
 - (ii) the seeking by You of any payment or indemnity under this Certificate

giving reasons for the anticipation of such Claim or request for payment or indemnity, together with full particulars as to dates and persons involved.

Such notice having been given as required by (b) or (c) above, any subsequent Claim made, or request for payment or indemnity shall be deemed to have been made during the Period of Insurance.

(2) GENERAL CLAIMS HANDLING

You shall, as a condition precedent to Your right to payment or indemnity under this Certificate

- (a) give Us such information and co-operation as We may reasonably require
- (b) take no action which might prejudice Us
- (c) take all reasonable steps to prevent further Loss Damage or interruption of or interference with Your Business
- (d) neither admit liability for or settle any Claim or incur any Costs or Expenses in connection therewith without Our written consent
- (e) tell the police as soon as reasonably possible of any Damage or Loss involving theft or any attempted theft, malicious damage or vandalism or any loss of Money.

(3) DEFENCE OF CLAIMS

- (a) We shall be entitled to take over and conduct in Your name the defence or settlement of any Claim or Loss
- (b) You shall be entitled at your own risk to contest any Claim or legal proceedings which in Our opinion should be compromised or settled provided that We shall not be liable for any Loss incurred directly or indirectly as a result of Your refusal to compromise or settle such Claim or legal proceedings.

(4) BUSINESS INTERRUPTION

As a condition precedent to Your right to payment or indemnity under Insuring Clause 2 (Business Interruption) of this Certificate You shall

- (a) at Your expense within one month after the expiry of the Indemnity Period or within such further time as We may allow, deliver to Us in writing particulars of Your request for payment or indemnity.
- (b) at Your expense deliver to Us such books of account and other Business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that We may reasonably ask for together with, (if We ask), a statutory declaration of the truth of the claim and of any matters connected with it.

(5) SALVAGE

We may enter any Building in which Damage has occurred and deal with the salvage. However no property may be abandoned to Us.

(6) PAYMENT OF INDEMNITY LIMIT

In respect of Insuring Clauses 5 (Employers Liability) and 6 (General Liability), We shall be entitled at any time to pay to You the Limit of Indemnity (or as much of it as remains available), or any lesser sum for which any Loss can be settled, whereupon We shall be under no further liability to You in respect of such Loss.

(7) ELECTRONIC DATA PROCESSING MEDIA VALUATION

Notwithstanding any provision relating to the basis of settlement of any request for payment or indemnity under this Certificate, should electronic data processing media insured by this Certificate suffer physical Damage insured by this Certificate then the basis of valuation shall be the cost of the blank media plus the cost of copying the Electronic Data from back-up or from originals of a previous generation.

If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.

Such costs will not include

- (a) research and engineering nor any costs of recreating, gathering or assembling such Electronic Data.
- (b) any amount pertaining to the value of such Electronic Data to You or any other party even if the Electronic Data cannot be recreated, gathered or assembled.

(8) MEDICAL EXAMINATIONS

As a condition precedent to Your right to payment under Insuring Clauses 3(b) (Personal Assault) the Assured Person must agree to any medical examination which We may require at Our expense. In the event of Death, We may arrange a post-mortem examination at Our expense.

(9) LOSS OF DOCUMENTS

Any payment or indemnity for expenditure under Addendum 9 of Insuring Clause 1 (Property Damage) incurred by You in replacing or restoring Documents shall be supported by bills or accounts which shall be subject to Our approval.

COPY

GENERAL CONDITIONS

(Applicable to the Certificate as a whole)

(1) CANCELLATION

This Certificate may be cancelled by Us or on Our behalf by giving You 30 days' written notice and the Premium hereon shall be adjusted on the basis that We receive or retain pro rata premium.

(If the Premium for the Certificate is paid by instalments, please read carefully General Condition (3)).

(2) SUBROGATION

We shall be subrogated to all Your rights of recovery against any person before or after any payment or indemnity under this Certificate.

You shall give all such assistance in the exercise of rights of recovery as We may reasonably require.

Other than in respect of Insuring Clauses 5 (Employers Liability) and 6 (General Liability), We agree not to exercise any such rights against any company standing in relation of subsidiary to parent or parent to subsidiary to You in each case as defined by current legislation.

(3) PREMIUM PAYMENT

When premium payment has been arranged on a deferred basis with a premium finance company which has entered into a contractual agreement with Markel (UK) Limited to provide premium credit facilities and notwithstanding any other conditions in relation to cancellation it is hereby understood and agreed that

- (i) in the event of payment of any instalment to such premium finance company being overdue, Markel (UK) Limited may, in accordance with the authority granted to the premium finance company by You under the terms of the signed and dated Credit Agreement, accept cancellation instructions from the premium finance company and will allow a return pro-rata premium to the premium finance company provided there have been no claims or circumstances known or reported to Us during the Period of Insurance
- (ii) all premiums due or returned shall be processed by the premium finance company in accordance with the signed and dated Credit Agreement.

(4) FRAUDULENT CLAIMS

If the You make any request for payment or indemnity under this Certificate knowing it to be false or fraudulent in any respect, this Certificate shall be void and all payment and/or indemnity hereunder shall be forfeited.

(5) LAW OF CONTRACT

The contract of insurance evidenced by this Certificate shall be governed by the law of England and Wales or the law of Scotland and subject to the exclusive jurisdiction of such English and Welsh or Scottish courts.

(6) NOTICE

Notice under this Certificate shall be deemed duly given

- (a) by any person to Us if sent by first class prepaid post or fax to Markel (UK) Limited, at the address specified in the NOTICE of this Certificate, or such other address as has been notified to that person for the purpose from time to time
- (b) to You if sent by post to the last known address thereof.

(7) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 or any amendment or re-enactment thereof to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

(8) ALTERATION

No payment or indemnity will be paid under this Certificate if, after the commencement of this insurance, there is any alteration which results in

- (a) the risk of Loss, Damage, loss of Money or Injury being increased
 - (b) Your interest ceasing other than by a will or the operation of the law
 - (c) Your Business being wound up, carried on by a liquidator or receiver or permanently discontinued
- unless We are notified and agree to such alteration.

(9) MULTIPLE ASSUREDS

Our liability under each Insuring Clause shall be the liability specified therein which shall not be varied or deemed varied by virtue of the number or type of Assureds or claims thereunder.

(10) CALIBRATION PROCEDURES & MAINTENANCE

Other than in respect of Insuring Clause 5 (Employers Liability) You shall, as a condition precedent to Your right to payment or indemnity, ensure that all equipment utilised for the purpose of Your Business and/or Professional Services is calibrated and/or maintained in accordance with the manufacturer's recommendations.

(11) MAINTENANCE OF RIGHTS AND REMEDIES

As a condition precedent to Your right to payment or indemnity under this Certificate You shall ensure that You maintain all Your rights and remedies against all designers, consultants or contractors engaged by You.

(12) NON-AGGREGATION

If payment or indemnity is available under more than one Insuring Clause the total amount payable under any one Insuring Clause shall be reduced by any amount payable under any other Insuring Clause.

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NOTICE

COMPLAINTS

If at any time You have any query or complaint regarding Your contract of insurance, You should in the first instance refer to Your Insurance Broker or other intermediary or advisor, if any.

If Your problem cannot be resolved in this way, please write to Markel (UK) Limited, 8th Floor, Riverside West, Whitehall Road, Leeds LS1 4AW quoting Your Certificate Number.

If You are unable to resolve the situation and wish to make a complaint You can do so at any time by referring the matter to Markel International Insurance Company Limited, The Markel Building, 49 Leadenhall Street, London EC3A 2EA.

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

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