

**Brooks**Braithwaite

(Sussex) LTD

Part of the Petc🐾ver® Group

# Policy Terms and Conditions

10th February 2024  
Written in plain English

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### About Your Policy

Your Policy is made up of Sections prepared from a proposal form or proposal provided by You or from Your instructions or any information in connection with this insurance provided to the Scheme Administrator.

The Policy Introduction explains the insurance provided under this contract.

Each Section may include terms Definitions, Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions, Policy Conditions and Policy Exclusions.

A Special Condition forms an addition to the Section and varies the insurance provided by the Section.

The Insurance Schedule including Special Conditions and any Endorsement should be read together for precise details of Your insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects your circumstances and that the cover provided suits your requirements.

You should pay particular attention to any terms, conditions, sum insureds, limits and exclusions including special conditions which may require you to take action.

## Policy Introduction

This Policy is a contract between You and the insurer.

This product meets the demands and needs of those who wish to ensure they have appropriate insurance for their business.

In deciding to accept this insurance and in setting the terms and premium we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy.

When we are notified of a change we will tell you whether this affects your policy for example whether we are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy.

If we are not able to accept the change and it becomes necessary to cancel this insurance we will do so as described within the Policy Condition 6 Policy Cancellation contained within the policy.

Please read the whole document carefully it is arranged in different sections. It is important that

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover;
- you understand your own duties under each section and under the insurance as a whole.

Please contact the Scheme Administrator immediately if this document is not correct or if you would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts.

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

The insurer will indemnify You following Your payment of the premium within the operative Section, Definitions, Conditions, Exclusions, Insurance Schedule, Endorsements and Special Conditions as stated in the Insurance provided and Limit of Liability occurring in connection with activities detailed on your Insurance Schedule during the Period of Insurance.

The Policy is made up of the Policy Introduction, Sections, Definitions, Conditions, Exclusions, Insurance Schedule, Proposal, Endorsements and Special Conditions and are to be read as one document.

Any word or phrase stated as a Policy Definition has the same meaning throughout the Sections, Conditions, Exclusions, Insurance Schedule, Endorsements and Special Conditions unless the Sections, Conditions, Exclusions, Insurance Schedule, Endorsements and Special Conditions state otherwise.

Any Item and or Limit and or Sum Insured and or Total Sum Insured and or Limit of Liability stated in a Section on your Insurance Schedule or any Endorsement is exclusive of Excess.

Please note that You are required to inform the Scheme Administrator immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance and failure to do so may invalidate Your Policy or result in the Insurance provided not operating fully.

You should contact the Scheme Administrator if You are in any doubt as to whether a fact is material or not.

Authorised Signatory



**Andy Pearce**

Brooks Braithwaite (Sussex) Ltd

## Identity of Insurers

### SECTIONS 1 to 8 AS FOLLOWS:

**Ecclesiastical Insurance Office plc.** Ecclesiastical's Head Office and registered details are Ecclesiastical Insurance Office plc (EIO). Reg. No. 24869.

Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

### IN RESPECT OF SECTION 9 AS FOLLOWS:

**Allianz Insurance plc,** Registered in England No. 84638. Registered Office 57 Ladymead, Guildford, Surrey GU1 1DB. Financial Services Register No. 121849.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions which are available upon request. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations. Brooks Braithwaite (Sussex) Ltd receives commission from the underwriters for each policy sold.

## About Us

The Scheme Administrator:- Brooks Braithwaite (Sussex) Ltd, registered office address: 4 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex RH16 1TX. Registered in England No. 1416900.

Brooks Braithwaite (Sussex) Ltd is also authorised and regulated by the Financial Conduct Authority. Financial Services Register no. 304839.

## Advice

Brooks Braithwaite (Sussex) Ltd. Does not provide advice or any personal recommendation about the insurance products offered.

## Policy Definitions

These Policy Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated.

<b>Building(s):</b>	Shall mean the buildings, outbuildings, annexes, conveniences, extensions and substations at the Premises and shall include: <ul style="list-style-type: none"><li>• brick or concrete block walls, gates and metal fences attached to and forming part of the commercial premises and/or animal housing and/or animal exercise areas, but not forming part of any perimeter or boundary fence to the property.</li><li>• tenants' improvements, landlord's fixtures and fittings, walls, gates and fences.</li><li>• and in so far as they are not otherwise insured and for which the Insured is responsible:<ul style="list-style-type: none"><li>• fixed glass and sanitaryware</li><li>• small outside buildings, including staff residential portacabins, office storage, annexes, gangways, conveniences and other small structures</li><li>• extensions communicating with the buildings</li><li>• roads, car parks, yards, paved areas, pavements and footpaths</li><li>• security cameras and lights</li><li>• fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories and extending to the public mains.</li></ul></li></ul>
<b>Business:</b>	The business or activity as described in the Insurance Schedule.
<b>Contents:</b>	Machinery, plant and all other contents belonging to the Insured or held by the Insured in trust and for which the Insured is responsible (other than landlord's fixtures and fittings, Stock and other Property specifically describe in the Insurance Schedule) whilst in or on the Buildings, including: <ul style="list-style-type: none"><li>• alterations and decorations</li><li>• fixed glass and sanitaryware</li><li>• contents in the open yards</li><li>• deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records</li><li>• computer system records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding £2,500 in total</li><li>• patterns, models, moulds, plans or designs and in so far as they are not otherwise insured</li><li>• employees', directors' and visitors' personal effects of every description (other than own animals or motor vehicles), for an amount not exceeding £500 for any one person.</li></ul>
<b>Computer System:</b>	Any computer hardware or software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment, or back up facility.
<b>Cyber Act:</b>	An unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer System.
<b>Cyber Incident:</b>	a. Any error or omission or series of related errors or omissions involving access to processing of use of or operation of any Computer System or b. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any Computer System.
<b>Data:</b>	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
<b>Damage/Damaged:</b>	The physical loss or destruction of or damage to Property
<b>Endorsement(s):</b>	Means the document(s) detailing modification made to the insurance provided under the policy or section.
<b>Excess:</b>	The first part of each and every claim, for which the Insured is responsible, specified in the Insurance Schedule
<b>Insurance Schedule:</b>	The document stating the operative Section(s) You have chosen the Period of Insurance and details Your Business the Limit of Liability or Sum Insured and or Total Sum Insured and or Insurance Provided under the Sections(s).
<b>Insured /You/Your:</b>	The insured business or individual named and shown in the Insurance Schedule.
<b>Insurer(s):</b>	Sections 1 to 8 are underwritten by Ecclesiastical Insurance Office plc. Section 9 is underwritten by Allianz Insurance plc.
<b>Money:</b>	Any cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, Holiday with Pay stamps, National Savings stamps, National Savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the Insured or for which the Insured are responsible.
<b>Period of Insurance:</b>	Period from the effective date to the renewal date as shown in the Insurance Schedule.
<b>Policy:</b>	Document as described in the Introduction.
<b>Premises:</b>	Address as stated in the Insurance Schedule and as may be more fully described in the Insurance Schedule or any specific Policy document or endorsement thereon.
<b>Property:</b>	Buildings, Contents, Stock and other items shown and/or described in the Insurance Schedule.
<b>Property Insured:</b>	The Insurer agrees to accept the heading under which any Property or other item has been entered in the books of the Insured.
<b>Proposal:</b>	Any completed proposal form and or online/telephone proposal and or information provided by You or on Your behalf in connection with this insurance Policy including all declarations and or instructions
<b>Section/Sections:</b>	The parts of this Policy that detail the insurance cover provided by this Policy.
<b>Scheme Administrator /Our/Us/We:</b>	Brooks Braithwaite (Sussex) Ltd, 4 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex, RH16 1TX. Telephone 0345 982 5499. Email enquiries@brooksbraithwaite.com
<b>Stock:</b>	All stock and materials in trade belonging to the Insured or held by the Insured in trust and for which the Insured is responsible, whilst in the Building(s).
<b>Sum Insured:</b>	The maximum amount the Insurer will pay for each item insured under any Section.
<b>Total Sum Insured:</b>	The total amount payable by the Insurer under any Section.
<b>Unattended:</b>	Where there is no one allocated responsibility for keeping the Property and or vehicle under observation with a reasonable prospect of preventing any unauthorised interference.
<b>Unoccupied:</b>	Any Building or part of any Building which is empty or not in use by the Insured or any tenant of the Insured for more than 30 consecutive days. However, any building which is not in use, but forming part of the greater overall property at the Insured's address, shall for the purposes of this definition deemed to be occupied.

# Policy Conditions

## Applicable to the Policy unless stated to the contrary under the conditions in the Sections

### 1 Conditions Precedent to Liability

Every condition stated as a condition precedent that applies to this Policy (whether a Policy, Section or special condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this Policy.

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whilst, we shall not rely on any non-compliance to prevent our liability under the terms of this policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst you are not in compliance with the obligations above.

### 2 Misrepresentation, Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk we may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- a) if we would not have entered into this Policy if You had made a fair presentation of the risk we may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- b) if we would have entered into this Policy but on different terms, other than as to premium, this Policy will be treated as if it had been entered into on those different terms
- c) in addition if we would have entered into this Policy but would have charged a higher premium, We may reduce proportionately the amount to be paid on any claim by reference to the calculation below, in which "X" represents the percentage of the full value of the claim that we shall be required to pay  
$$X = \text{premium charged divided by the premium that would have been charged if You made a fair presentation of the risk all multiplied by 100}$$
- d) if we would have charged a higher premium and would have entered into the Policy on different terms, both paragraphs 2 and 3 above shall apply

### 3 Reasonable Precautions

The Insured shall take all reasonable care:

- a) to prevent accidents and any injury or Damage
- b) to observe and comply with statutory or local authority laws, obligations and requirements
- c) in the selection and supervision of employees
- d) to maintain the Buildings, Contents and everything used in the Business in efficient and safe working order
- e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whilst, we shall not rely on any non-compliance to prevent our liability under the terms of this policy if the non-compliance could not have increased the risk of the loss which actually occurrence whilst you are not in compliance with the obligations above.

### 4 Claims - Action by the Insured

The Insured shall in the event of an injury, Damage or any other loss as a result of which a claim is or may be made under this Policy or any Section of it, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding:

- a) notify the Insurer within 30 days (within 7 days in the case of Damage or any other loss by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as the Insurer may allow
- b) notify the Insurer immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, Damage or any other loss which may form the subject of a claim under this Policy
- c) notify the police as soon as it becomes evident that any Damage has been caused by theft or malicious persons
- d) pass immediately, and unacknowledged, any letter of claim to the Insurer
- e) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage or loss
- f) retain unaltered and unrepaired anything in any way connected with the injury, Damage or any other loss for as long as the Insurer may reasonably require
- g) furnish with all reasonable dispatch at the Insured's expense:
  - i) such further particulars and information as the Insurer may reasonably require

- ii) if required, a statutory declaration of the truth of the claim
- iii) details of any other insurance(s) covering the subject matter of the claim under this Policy and any matters connected with it
- h) make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim
- i) not pay or offer to agree to pay any money or make any admission of liability without the previous consent of the Insurer
- j) allow the Insurer in the name of and on behalf of the Insured to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with the Insurer for that purpose.

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

### 5 Claims - The Rights of the Insurer

In respect of Damage for which a claim is made, the Insurer and any person authorised by the Insurer may, without incurring any liability or diminishing any of the Insurer's rights in respect of the cover under this Policy, enter premises where such Damage has occurred, and take possession of or require to be delivered to the Insurer any Property insured, and to deal with such Property for all reasonable purposes and in any reasonable manner.

No Property may be abandoned to the Insurer, whether taken possession of by the Insurer or not.

### 6 Policy Cancellation The Rights of the Insured

The Insured has the right to cancel the insurance policy within 14 days of receiving the policy documentation and receive a full refund of any Premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that the Insured has received the policy document upon the day following the date it was posted to the Insured by first class post.

If You do cancel your insurance within the initial 14 day period, then no cover will have been in place from the proposed date of inception of the insurance and no liability whatsoever shall attach to the Insurers in respect of the Policy.

If You do not exercise Your right of cancellation within the initial 14 day period, Your insurance cover will automatically come into force from Your originally requested inception date. You are then liable to pay the full annual Premium although we may have agreed to collect this by monthly direct debit payment. Following the expiry of the initial 14 day period, Your insurance may be cancelled at any time at Your written request. You will be liable for the payment of Premium for the time that Your insurance has been in force plus the period to the end of the calendar month in which it is cancelled. In the event of cancellation where there has been a claim under Your insurance, You will be liable to pay the full annual Premium.

To cancel Your insurance in accordance with the above, You must contact Brooks Braithwaite (Sussex) Limited, 4 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex RH16 1TX.

Telephone: 0345 982 5499 e-mail: enquiries@brooksbraithwaite.com

### The Rights of the Insurer

The Insurers may cancel this Policy by giving the Insured 14 days notice in writing sent to their last known address. The Insured will be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium direct debit instalments due.

### Instalment premium

If You pay the yearly premium in instalments and two consecutive instalments are returned unpaid Your insurance cover will be cancelled without further notice or confirmation. An additional administration charge may be made for any direct debit collection which requires representation. If Your Direct Debit is cancelled or invalid we will write to You requesting either a valid Direct Debit instruction or payment in full, if this is not received within ten days (10) Your insurance cover will be cancelled without further notice or confirmation. In the event of cancellation the Insured must return to the Insurer the current Certificate(s) of Employers and/or Public Liability Insurance.

### 7 Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance, we may terminate this Policy with effect from the date of the fraudulent or wilful act. We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and we shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and we shall be entitled to retain all premiums paid in respect of the Policy.

## 8 Subrogation

Any claimant under this Policy shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Damage.

## 9 Arbitration

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

## 10 Rights of Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

## 11 Non Invalidation

This Policy shall not be invalidated by:

- a) any act or omission or by any alteration unknown to or beyond the control of the Insured by which the risk of damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission or alteration
- b) workmen on the Premises carrying out repairs, general maintenance work or minor structural or other alterations.

## 12 Discharge of Liability

The Insurer may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum limit of liability for any one Period of Insurance whichever is the less, together with the amount of any costs and expenses to the date of such payment.

## 13 Protections

The Insured must:

- a) ensure that all security protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by the Insurer shall be in full operation securing the Premises whenever the Premises are closed for business or Unoccupied
- b) remove all keys including duplicate keys relative to the security of the Business from the Premises except from any part of the Premises within which the Insured or an authorised key holder resides when the Premises are closed for business or Unoccupied.

## 14 Fire Precautions

In respect of fire extinguishing appliances within the Premises the Insured must:

- a) inspect the appliances in accordance with the manufacturer/installers instructions for the purpose of ascertaining that they are in all respects maintained in proper working order
- b) maintain during the currency of this Policy a maintenance contract providing for an annual inspection with an installer or supplier of approved equipment
- c) ensure that all fire break doors and shutters are kept closed except during working hours and are maintained in efficient working order and to remedy promptly any defect whether disclosed by such inspection(s) or otherwise.

## 15 Alarm Condition

For the purposes of this condition the following definitions apply:

- 1) 'Intruder Alarm Installation' shall include all the component parts of the alarm and include the devices used to transmit or receive signals
- 2) 'Key holder' shall mean the Insured or any person or key holding company authorised by the Insured who:
  - a) is available at all times to:
    - i) accept notification of faults or alarm signals relating to the Intruder Alarm Installation
    - ii) attend and allow access to the Premises
  - b) has been fully trained in the operation of the Intruder Alarm Installation including but not limited to the setting/unsetting of the installation.
- 3) 'Responsible Person' shall mean a person authorised by the Insured to be responsible for the security of the Premises. It is a condition precedent that where the Buildings or part of the Buildings are protected by an Intruder Alarm Installation:

- a) such Intruder Alarm Installation:
  - i) must not be altered or amended in any way unless such amendment or alteration has been approved in writing by the Insurer
  - ii) must be maintained under contract with the installers or as otherwise approved in writing by the Insurer
- b) all keys to the Intruder Alarm Installation must be removed from the Premises when the Premises are unattended
- c) the Insured must:
  - i) maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes shall be left at the Premises when the Premises are unattended
  - ii) immediately notify the Insurer upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced
  - iii) appoint at least 2 Key holders and lodge written details (which must be kept up to date) with the alarm company and the alarm receiving centre
- d) in the event of notification of:
  - i) any alarm fault
  - ii) activation of the Intruder Alarm Installation
  - iii) interruption of the means to transmit or receive signals to or from the Intruder Alarm Installation during any period that the Intruder Alarm Installation is set a Key holder must attend the Premises as soon as possible
- e) the Premises must not be left without at least one Responsible Person in attendance without the agreement of the Insurer:
  - i) unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
  - ii) where the police have withdrawn their response to an alarm activation.

## 16 Unoccupied Buildings

It is a condition precedent in respect of any Unoccupied Buildings that:

- a) mains services shall be switched off and the water system drained unless:
  - i) electricity is needed to maintain any fire or intruder alarm system in operation
  - ii) mains services are needed to maintain any sprinkler system(s) in full working order. In these circumstances heating must be maintained at a minimum temperature of 5 degrees Centigrade.
- b) the Buildings shall be inspected thoroughly both internally and externally at least weekly by the Insured or employees of the Insured and:
  - i) a record maintained of such inspections
  - ii) all defects in security and maintenance are rectified immediately
- c) accumulations of combustible materials shall be removed during inspection
- d) the Buildings shall be secured against unlawful entry including the setting of all security locking and other security mechanisms in operation

## 17 Waste Condition

The Insured must ensure that:

- a) all combustible trade refuse shall be removed from the Buildings at the end of each working day
- b) all waste or refuse outside the Buildings is stored in:
  - i) non-combustible closed lidded containers or
  - ii) waste containers kept at least 10 metres from any building or other property and removed from the Premises when the containers are full.

## 18 Stillage Condition

Contents and Stock in any basement or cellar must be raised at least 10 centimetres above the floor.

## 19 Smoking Materials Conditions

It is a condition precedent that the smoking of cigarettes and tobacco is not allowed in the Premises and suitable notices to this effect are displayed in prominent positions throughout the Premises.

## 20 Change of Risk

This insurance shall cease to be in force if there is any alteration in the Business or at the Premises which increases the risk of injury or Damage, unless such alteration is agreed in writing by the Insurer.

Note that when Insurers agree any alterations, Insurers reserve the right to change the standard premium and conditions and/or add exclusions because of any claims which may have been made.

## 21 Other Insurances

If at the time of any Damage there is any other insurance covering such incidents, the Insurer will only pay their rateable proportion of such loss.

## Policy Exclusions

### Applicable to all Policy Sections unless stated to the contrary under these Exclusions or the Exclusions in the Individual Sections

This Policy does not cover:

#### 1 Territorial Limits

Damage, injury or liability arising out of any occurrence outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

#### 2 War and Civil War

Notwithstanding anything to the contrary contained herein this Policy does not cover loss or Damage directly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to property by or under the order of any government or public or local authority.

#### 3 Radioactive Contamination

Damage to any property, injury or liability whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any other loss of whatsoever nature or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

#### 4 Sonic Bangs

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

#### 5 Northern Ireland

Damage, injury or liability and any loss of whatsoever nature in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of Damage or any other loss by fire or explosion), strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

#### 6 Pollution or Contamination (this exclusion applies to Sections 1 to 6 and 9 only)

Damage caused by or resulting from pollution or contamination except such Damage to the Property Insured or, if applicable, loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business caused by:

- a) a pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, water apparatus or water pipes, sprinkler leakage or impact by any road vehicle or animal not in the care custody or control of the Insured in the course of their business or other activity, always provided that such peril is insured by this Policy
- b) any of the perils listed in 6a above which itself results from pollution or contamination.

#### 7 Changes In Water Table Level (this exclusion applies to Sections 1 to 6 and 9 only)

Damage attributable solely to changes in the water table level.

#### 8. Cyber Loss Limited Exclusion Clause (Property) (this applies to Sections 1 – 6a only)

Any loss damage liability cost or expense of whatsoever nature directly or indirectly caused by contributed to by or resulting from arising out of or in any connection with

1.1. any unauthorised access to or loss of alteration of or damage to or a reduction in the functionality availability or operation of a Computer System or any unauthorised access to or modification of Data Notwithstanding the provisions of this sub-paragraph 1.1. and subject to all other terms and conditions and exclusions contained in this policy this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including Data) and any Time Element Loss directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy

- i) Fire lightning or explosion
- ii) Impact by aircraft or vehicle or animal or falling objects

- iii) Wind storm hail tornado cyclone hurricane earthquake volcano tsunami flood freeze or weight of snow
- iv) Escape of water or oil
- v) Riot or civil commotion
- vi) Subsidence heave or landslip
- vii) Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
- viii) Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
- ix) Accidental damage to insured property caused by persons physically present at both the time and location of such damage

1.2. any loss of use reduction in functionality repair replacement restoration or reproduction of any Data including any amount pertaining to the value of such Data

Notwithstanding the provisions of this sub-paragraph 1.2. in the event that hardware or the data storage device of a Computer System insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph 1.1. above which results in damage to or loss of Data stored on that hardware or the data storage device then the damage to or loss of such Data shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost Data under this Policy shall be limited to the cost of reproducing Data provided that such costs are otherwise indemnifiable under this policy

Such costs shall include all reasonable and necessary expenses incurred in re-creating gathering and assembling such Data but shall not include the value of the Data whether to the Insured or any other party even if such Data cannot be recreated gathered or assembled

1.3. any

- i) Unauthorised appropriation of Data
- ii) Unauthorised transmission of Data to any Third Party
- iii) Misrepresentation or use or mis-use of Data
- iv) Operator error in respect of Data

1.4. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs 1.1. – 1.3. above

1.5. any action taken or failure to take action to prevent control limit or respond to anything described in sub-paragraphs 1.1. – 1.4. above.

#### 9 Cyber Liability exclusion (this applies to Sections 7 and 8 only)

Any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any Cyber Act or Cyber Incident including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act or Cyber Incident regardless of any other cause or event contributing concurrently or in any other sequence thereto

This exclusion will not apply to legal liability to pay damages (including claimant' costs fees and expenses) resulting from

- i) statutory liability under the Employers' Liability cover
- ii) liability caused by or arising out of a Cyber Act or a Cyber Incident that results in bodily injury death disease illness mental injury or nervous shock to third parties or physical damage to third party material property
- iii) liability arising under the Data Protection extension

Any loss damage liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any loss of use reduction in functionality repair replacement restoration or reproduction of any Data including any amount pertaining to the value of such Data is not covered and is not considered as physical loss or damage for the purposes of this exclusion.

#### 10 Cyber Exclusion (this applies to the Professional Indemnity cover under Section 8 only)

Any liability directly or indirectly arising out of or in any way connected with

- a) any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any Cyber Act or Cyber Incident including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act or Cyber

Incident regardless of any other cause or event contributing concurrently or in any other sequence thereto

- b)** any loss of use reduction in functionality repair replacement restoration or reproduction of any Data including any amount pertaining to the value of such Data

Notwithstanding the above no cover otherwise provided under this extension for claims arising from breach of professional duty by reason of negligence error or omission happening in connection with the Business shall be restricted solely due to the use of a Computer System or Data.

#### 11 E-Risks (this exclusion applies to Sections 9 only)

- a)** loss or destruction of or Damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
  - i)** programming or operator error whether by the Insured or any other person
  - ii)** Virus or Similar Mechanism (as defined below)
  - iii)** Hacking (as defined below)
  - iv)** malicious persons
  - v)** failure of external networks unless, in respect of i, ii and iii above, such loss or destruction or Damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- b)** any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or Damage described in paragraph **a** of this Exclusion unless, in respect of **a i, ii or iii** above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c)** loss or destruction of or Damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or Damage to any Computer Equipment of the type described in paragraph **a** of this Exclusion unless, in respect of loss or Damage to other property arising from **a i, ii or iii** above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d)** loss or destruction of or Damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
  - i)** the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, lockedout workers, persons taking part in labour disturbances or civil commotions, or malicious persons
  - ii)** the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in **d i** above
  - iii)** any misinterpretation, use or misuse of information on computer systems or other records, programs or software unless, in respect of **d ii** and **iii** above, such loss, destruction or Damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- e)** any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or Damage described in paragraphs **c** and **d** of this Exclusion unless, in respect of **c, d ii** and **iii** above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

#### 12 Computer Date Exclusion (this exclusion applies to Sections 1 to 6 and 9 only)

Damage or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure:

- a)** to correctly to recognise any date as its true calendar date
- b)** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c)** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being

a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

but the insurance will pay for any subsequent Damage which is not otherwise excluded and which itself results from Events 1 to 8 of Section 1 Property Damage.

#### Excess

Any Excess stated in Your Insurance Schedule.

#### 13 Terrorism (this exclusion applies to all Sections excluding Section 7)

- a)** in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987: loss or destruction or damage or loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with:
  - i)** any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
  - ii)** any action taken in controlling, preventing or suppressing any act of Terrorism, or in any other way related to such act of Terrorism In respect of a above an act of Terrorism (Terrorism) means:  
acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's government in the United Kingdom or any other government de jure or de facto.
- b)** in respect of territories other than those stated in a above: loss or destruction or damage or any loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with:
  - i)** any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
  - ii)** any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of **b** above an act of Terrorism (Terrorism) means:-

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

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

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

#### 14 Asbestos (this exclusion applies to all Sections excluding Section 7)

This Insurance does not cover any loss, costs or expenses directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of, or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

It is a condition precedent to the liability of insurers that the Insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

#### 15 Micro-Organisms

This Insurance does not cover any loss, Damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is **(i)** any physical loss or damage to insured property; **(ii)** any insured peril or cause, whether or not contributing concurrently or in any sequence; **(iii)** any one loss; occupancy; or functionality; or **(iv)** any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns. This Exclusion replaces and supercedes any provision in this Insurance that provides insurance, in whole or in part, for these matters.



## 16 Nuclear Energy Risks

This Insurance does not cover Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations. For the purposes of the Insurance Nuclear Energy Risks shall be defined as all first party and/or third party insurance in respect of:

- a) nuclear reactors and nuclear power stations or plant
- b) any other premises or facilities whatsoever related to or concerned with:
  - i) the production of nuclear energy or,
  - ii) the production or storage or handling of nuclear fuel or nuclear waste
- c) any other premises or facilities or facilities eligible for insurance by any other Nuclear Pool and/or Association.

## 17 Biological and Chemical Contamination

This Insurance does not cover:

- a) loss or destruction of or Damage to any property whatsoever, or any loss or expenses of whatsoever nature resulting or arising therefrom;
- b) any legal liability of whatsoever nature death or injury to any person directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from:
  - i) terrorism; and/or
  - ii) steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "Terrorism" means any act(s) of any person(s) or organisation(s) involving:

- i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- ii) putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or a similar nature.

## 18 Wear and Tear

This Insurance does not cover any loss, damage, claim, cost, expense or other sum directly or indirectly attributable to or as a consequence of fair wear and tear.

## 19 Sanction Limitation and Exclusion

Insurers shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose them and or any member of their group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country

The Insurers are committed to complying with financial and trade sanctions legislation and export controls (Sanctions) in the United Kingdom, the European Union, United Nations and United States of America as well as the applicable Sanctions laws and regulations in the jurisdictions in which we operate. This requirement is also extended to any brokers and coverholders who undertake any insurance intermediation activity in relation to this policy.

To comply with Sanctions, the Insurers cannot place, provide insurance cover or make any payment in circumstances where it would be a considered a breach of Sanctions. We may be required to take actions such as freezing the funds of parties subject to Sanctions, not performing claims handling activities, and making licence applications or notifications to relevant regulators.

Other third parties the Insurers deal with, such as financial institutions, may also apply their own policies or restrictions. The Insurers reserve the right to take steps to comply with Sanctions and we will not be liable to you for this or for similar steps taken by third parties.

## 20 Infectious or Communicable Disease (this applies to Sections 1 – 6a only)

Loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

- 1) any Infectious or Communicable Disease including but not limited to
  - a) the fear of a threat (whether actual or perceived) from an Infectious or Communicable Disease
  - b) contamination or fear of contamination (whether actual or perceived) of property by an Infectious or Communicable Disease

but this shall not exclude direct physical loss or physical damage

to insured property at the Premises occurring during the Period of Insurance resulting directly or indirectly from or caused by a peril otherwise insured by this policy

- 2) any action taken or failure to take action to prevent control or respond to any Infectious or Communicable Disease

Provided that

- i) this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- ii) in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision where We apply this exclusion the burden of proving the contrary rests with the Insured
- iii) this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below

For the purpose of this exclusion "Infectious or Communicable Disease" means - Any disease pandemic or epidemic including but not limited to any

- virus
- bacterium
- parasite
- other organism or infectious matter
- any mutation or variation to any of the above

whether

- living or dead
- natural or artificial
- officially declared an epidemic or pandemic or not transmitted by any direct or indirect means (whether asymptomatic or not)

## Section 1 - Property Damage

### Including:

- 1a - Buildings
- 1b - Contents
- 1c - Stock
- 1d - Internal Fixed Glass
- 1e - Computer and other Business Equipment
- 1f - Business Machinery

### Definitions

**Premises** - The Buildings at the address or addresses shown in the Insurance Schedule, including their grounds, all within the boundaries for which the Insured is responsible and being, unless more specifically described in the Insurance Schedule, occupied solely by the Insured for the purpose of the Business.

### Cover

**The Insurer will pay the Insured for Damage to Property insured at the Premises caused by any of the Events operative under this Policy and not otherwise excluded occurring during the Period of Insurance.**

### Events

- 1 **Fire**, excluding Damage caused:
  - a) by explosion resulting from fire
  - b) by earthquake or subterranean fire
  - c) by its own spontaneous fermentation or heating, or its undergoing any heating process or any process involving the application of heat
  - d) to any particular piece of electrical apparatus or fitting which has caused a fire due to self ignition, over running, excessive pressure, short circuiting, self heating or leakage of electricity.
- Lightning**
- Explosion:**
  - a) of boilers
  - b) of gas used for domestic purposes only, but excluding any Damage caused by earthquake or subterranean fire.
- 2 **Explosion**, excluding Damage:
  - a) caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only.
  - b) in respect of and originating in any vessel, machinery or apparatus or its contents, belonging to the Insured or under the control of the Insured, which requires to be examined to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing the required inspection service.
- 3 **Aircraft** or other aerial devices or articles dropped from them.
- 4 **Riot, Civil Commotion, Strikers, Locked-out Workers, Persons Taking Part in Labour Disturbances or Malicious Persons**, excluding:
  - a) Damage arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - b) Damage arising from cessation of work
  - c) Damage:
    - i) by theft or attempted theft
    - ii) in respect of any building which is Unoccupied directly caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Damage caused by fire or explosion.
- 5 **Earthquake**
- 6 **Subterranean Fire**
- 7 **Storm, Tempest or Flood**, excluding:
  - a) Damage attributable solely to change in the water table level
  - b) Damage by frost, subsidence, ground heave or landslide
  - c) Damage in respect of fences, gates or moveable property in the open, but this exclusion will not exclude property included in the Policy Definition for Buildings
  - d) Damage to open-fronted or open-sided Buildings or to Property contained therein.
- 8 **Escape of Water from any Tank, Apparatus, Pipe or Drain**, excluding:
  - a) Damage by water discharged or leaking from any automatic sprinkler installation
  - b) Damage in respect of any Building which is Unoccupied.
- 9 **Impact by any road vehicle or animal**, excluding:
  - a) Damage caused by any animal boarded with you or otherwise in your care, custody and control in the course of your business or other activity or any animal owned by you.

### 10 Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation in the Premises not caused by:

- a) freezing whilst the Building in so far as it is in the Insured's ownership or tenancy is Unoccupied
- b) explosion, earthquake, subterranean fire or heat caused by fire

### 11 Theft or Attempted Theft

Involving forcible and violent entry to or exit from the Buildings or hold-up by violence or threat of violence to the Insured or any partner, director, employee of the Insured or members of their families or any other person who has a legal right to be on the Premises but excluding Damage:

- a) expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
- b) to Money, deeds, securities, jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books unless such property is specifically described in the Insurance Schedule
- c) to Property in the open or in open-sided or fronted buildings or in buildings not on permanent foundations unless such buildings are specifically described in the Insurance Schedule.

### 12 Accidental Damage

(Only operative if shown on your Insurance Schedule), excluding:

- a) Damage caused by or consisting of or arising from or attributable to:
  - i) any of the Events
  - ii) any of the exclusions to the Events specified in Events 1 to 12, whether Events 1 to 12 are insured or not
- b) Damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude Damage which itself results from a cause not otherwise excluded
- c) Damage caused by or consisting of faulty or defective workmanship, operational error or omission by the Insured or any employee of the Insured but this shall not exclude:
  - i) such Damage not otherwise excluded which itself results from an insured Event
  - ii) subsequent Damage which itself results from a cause not otherwise excluded
- d) acts of fraud or dishonesty by any partner, director or employee of the Insured but this shall not exclude such Damage not otherwise excluded which itself results from Events 1 to 12
- e) Damage caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish but this shall not exclude:
  - i) such Damage not otherwise excluded which itself results from Events 1 to 12
  - ii) subsequent Damage which itself results from a cause not otherwise excluded
- f) Damage consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them, mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude:
  - i) such Damage not otherwise excluded which itself results from Events 1 to 12
  - ii) subsequent Damage which itself results from a cause not otherwise excluded
- g) Damage caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
- h) Damage caused by normal settlement or bedding down of new structures
- i) Damage to any Building or structure caused by its own collapse or cracking, but this shall not exclude such destruction or damage resulting from other Damage in so far as it is not otherwise excluded
- j) Damage in respect of fences, gates and moveable Property in the open caused by wind, rain, hail, sleet, snow or dust, but this exclusion will not exclude property included in the Policy Definition for Buildings
- k) Damage to any Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
- l) Damage in respect of:
  - i) jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books

- ii) property in transit
  - iii) glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
  - iv) Money, bonds or securities of any description but this shall not exclude other Damage in so far as it is not otherwise excluded
- m) Damage to:**
- i) vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - ii) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
  - iii) roads, pavements, piers, jetties, bridges, culverts or excavations
  - iv) livestock, growing crops or trees but this shall not exclude such Property specifically described in the Insurance Schedule

### Basis of Settlement

**1** The Insurer will pay the Insured the value of the Property Insured at the time of its Damage, or at the Insurer's option will reinstate or replace such Property or any part of such Property.

**2** The Insurer's liability under each item is limited to the Sum Insured.

### Automatic Reinstatement

In the absence of written notice by the Insured or the Insurers to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim from the date of the Damage, the Insured will pay the appropriate additional premium due for the period from the date of Damage to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

### Basis of Settlement - Adjustments

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

#### 1 Reinstatement (Day One Basis)

**a)** Subject to the Special Conditions set out below, the basis on which the amount payable for Buildings and Contents is to be calculated will be the reinstatement of the Property Damaged.

For this purpose "reinstatement" means:

**i)** the rebuilding or replacement of Property Damaged which, provided the Insurer's liability is not increased, may be carried out:

- 1)** in any manner suitable to the requirements of the Insured
- 2)** on another site

**ii)** the repair or restoration of Property Damaged: in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

**b)** The Declared Value (shown in brackets below the Sum Insured on the Insurance Schedule), having been stated in writing by the Insured, has been used to calculate the premium. "Declared Value" means the assessment by the Insured of the cost of reinstatement of Property Insured arrived at in accordance with paragraph **1ai** of the Basis of Settlement Adjustments at the level of costs applying at inception of the Period of Insurance (ignoring inflationary factors which may subsequently operate), together with, to the extent that cover provides, due allowance for:

- i)** any additional cost of reinstatement to comply with Public Authorities regulations, bye-laws or stipulations
- ii)** professional fees
- iii)** removal of debris costs.

#### Reinstatement (Day One Basis) Special Conditions

**a)** at the inception of each Period of Insurance, the Insured shall notify the Insurer of the Declared Value of Property Insured. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the new Period of Insurance, appropriately adjusted for Index Linking where applicable.

For the purposes of this Condition, Index Linking shall be calculated in the following manner: Sums Insured and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted Sums Insured and/or Declared Values For Buildings, the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors (or some other suitable index the Insurer decides upon) will be used. For Contents and other Property specifically described in the Insurance Schedule (other than Stock), the Retail Price Index (or some other suitable index the Insurer decides upon) will be used. The above percentage changes will continue to be applied

between the date of any Damage and the date when replacement or repair has been completed

- b)** if at the time of Damage the Declared Value of the Property is less than the cost of reinstatement (as defined in paragraph **1ai** of the Basis of Settlement Adjustments) at inception of the Period of Insurance, the amount payable by the Insurer will be proportionately reduced
- c)** the Insurer's liability for the repair or restoration of Property damaged in part only, shall not exceed the amount which would have been payable if such Property had been wholly destroyed
- d)** no payment beyond the amount the Insurer would have paid in the absence of this clause will be made:
  - i)** unless reinstatement commences and proceeds without unreasonable delay
  - ii)** until the cost of reinstatement has actually been incurred
  - iii)** where Property Insured at the time of Damage is covered by any other insurance effected by the Insured, or on behalf of the Insured, which is not on the same basis of reinstatement
- e)** all the terms and conditions of this Section and the Policy shall apply:
  - i)** to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause
  - ii)** where claims are payable as if this clause had not been incorporated, except that Sums Insured will be limited to Declared Values.

#### 2 Average (Underinsurance)

The Sums Insured by:

- a)** any items for Buildings or Contents subject to the Reinstatement (Day One Basis) clause are declared to be separately subject to Average as described in Special Condition 2 of such clause
- b)** any other items of Property Insured (other than any Sum Insured applying solely to rent, fees, removal of debris or private dwellings) are declared to be separately subject to Average. This means if at the time of Damage the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount payable by the Insurer will be proportionately reduced.

#### 3 Contribution and Average

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering any of the Property Damaged, the Insurer's liability under this Section shall be limited to the Insurer's rateable proportion of such Damage.

If such other insurance is subject to Average (Underinsurance), this Section if not already subject to Average shall be subject to Average in like manner.

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

#### 4 Public Authorities

Subject to the Public Authorities Special Conditions set out below, cover for Buildings and Contents includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament, with bye-laws of any public authority or to comply with the stipulations of European Union legislation, in consequence of Damage, excluding:

- a)** the cost incurred in complying with such regulations, bye-laws or stipulations:
  - i)** in respect of Damage occurring prior to the granting of this cover
  - ii)** in respect of Damage not insured by this Section
  - iii)** under which notice has been served upon the Insured before the date of the Damage
  - iv)** in respect of undamaged Property or undamaged portions of Property, other than foundations (unless specifically excluded) of that portion of the Property Damaged
- b)** the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new, had the necessity to comply with such regulations, bye-laws or stipulations not arisen
- c)** the amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the Property, by reason of compliance with any such regulations, bye-laws or stipulations.

## Section 1 - Property Damage (cont.)

### Public Authorities Special Conditions

- a) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage, or within such further time as the Insurer may allow, and may be carried out upon another site (if such regulations, bye-laws or stipulations so necessitate), subject to there being no resulting increase in the liability of the Insurer
- b) if the liability of the Insurer is reduced by the application of any of the terms and conditions of this Section or the Policy (other than as a result of this clause), the liability of the Insurer under this clause will be reduced in proportion
- c) all the terms and conditions of this Section and the Policy shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this cause.

### 5 Services

Cover includes telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories, including similar property in adjoining yards or roadways or underground, all pertaining to Buildings or Contents insured by this Section, being the property of the Insured or for which the Insured are responsible.

### 6 Alterations and Additions

To the extent that they are not otherwise insured, Buildings and Contents items include:

- a) alterations, additions and improvements (but not appreciation in value in excess of Sums Insured) to Buildings, machinery and plant
- b) any newly acquired or newly erected Buildings, machinery or plant within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, for no more than 10% of the Sum Insured for each item covered, or £50,000 in total, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that the Insured shall give details of such alterations and additions to the Insurer within 90 days of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

### 7 Professional Fees

Sums insured and/or Declared Values for Buildings and Contents include an amount in respect of architects', surveyors', legal and consulting engineers' fees, other than where an item covering such fees is specifically described in the Insurance Schedule. Cover applies only to those fees necessarily and reasonably incurred in consequence of Damage, in the reinstatement or repair of Property Insured.

### 8 Removal of Debris Costs

Sums insured and/or Declared Values for Buildings, Contents and Stock include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically described in the Insurance Schedule.

Cover applies only to those costs necessarily and reasonably incurred in consequence of Damage, in:

- a) removing debris
- b) dismantling and demolishing
- c) shoring up or propping
- d) clearing, cleaning and/or repairing drains, gutters, sewers and the like for which the Insured are responsible.

The Insurer will not pay for any costs or expenses:

- a) incurred in removing debris other than from the site of such Property Damage and the area immediately adjacent to such site
- b) arising from pollution or contamination of Property not insured by this Section.

### 9 Temporary Removal

Property Insured (other than Stock) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the Premises, including whilst in transit, within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The Insurer will not pay for:

- a) such property more specifically insured
- b) Damage to vehicles licensed for road use, in so far as they are insured by this Section, occurring elsewhere than at the Premises from which such vehicles are removed
- c) more than 10% of the Sum Insured for each item covered, for Damage occurring elsewhere than at the Premises.

### 10 Temporary Removal - Documents

If deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the Property Insured, such items are covered whilst temporarily removed to any address elsewhere than at the Premises, including whilst in transit within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The Insurer will not pay for:

- a) such items more specifically insured
- b) more than 10% of the figure stated within the definition of contents for computer systems records
- c) more than 10% of the total value of such items.

### 11 Contract Price

In respect only of goods sold but not delivered, for which the Insured remain responsible under the terms of a contract of sale, where such contract of sale is cancelled following Damage by reason of its conditions, either wholly or to the extent of the Damage, cover will be based on the contract price.

For the purpose of this clause the value of all goods to which this basis of settlement could apply in the event of Damage will also be ascertained on this basis.

### 12 Customers' Goods

If the Insured have represented to customers that they will accept responsibility for Damage to the goods of customers or to goods for which such customers may be legally responsible, the Insurer agrees that all such goods (excluding any animals boarded or otherwise in the care, custody or control of the Insured) in the Premises will be covered as Stock except in so far as they are more specifically insured.

### 13 Rent

Where an item covering rent is specifically described in the Insurance Schedule, cover applies only if a Building in respect of which rent is payable by or to the Insured, or any part of it, is unfit for occupation in consequence of Damage. The Insurer will not pay for more than the proportion of the Sum Insured on rent that the period necessary for reinstatement bears to the term of rent covered.

### 14 Dismantling and Re-erection Costs

Cover includes the cost of dismantling, re-erection, fitting and fixing of Contents following Damage.

### 15 Fixed Glass

Following Damage to fixed glass the Insurer will pay the cost of:

- a) any necessary temporary boarding-up of broken glass pending full replacement
- b) replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on fixed glass
- c) Damage to Contents or Stock caused by broken fixed glass
- d) Damage to framework caused by broken fixed glass
- e) removing and re-fixing window fittings and other obstacles to replacing broken fixed glass.

The Insurer will not pay for Damage existing prior to inception of this Section.

### 16 Fire Extinguishers and Sprinklers

The Insurer will pay the reasonable costs incurred by the Insured in re-filling fire extinguishers and replacing sprinkler heads, solely in consequence of Damage by Events 1 to 3.

### 17 Metered Water

Cover includes additional metered water charges incurred by the Insured up to an amount of £2,000 in any one Period of Insurance, in consequence of Damage, but the Insurer will not pay for such charges incurred in respect of any Building which is Unoccupied. The basis on which the amount payable is to be calculated will be the amount of the water charges for the period during which Damage occurs, less the charge paid by the Insured for the corresponding period in the preceding year, adjusted for changes in the water suppliers' charges and for variations affecting the water consumption of the Insured during the intervening period.

### 18 Exhibitions

Property Insured is covered whilst at any exhibition within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, including whilst in transit to and from such exhibition. The most the Insurer will pay in respect of any one exhibition is £2,000

## 19 Trace and Access

In the event of Damage in consequence of escape of water or fuel oil from any fixed tank, apparatus or pipe, the Insurer will pay costs necessarily and reasonably incurred by the Insured in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £2,000 any one Period of Insurance.

## 20 Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Event 7 (Storm, tempest or flood) is deemed to be one claim. The Insured have the right to select the moment from which the 72-hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

## 21 Interested Parties

The Insurer agrees:

- a) that without prejudice to rights and liabilities of the Insured or the Insurer, if at the time of Damage the Insured have contracted to sell their interest in any Building covered, and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase shall be entitled to benefit under this Section until completion, except in so far as such Building is more specifically insured by or on behalf of the purchaser
- b) to note the interest of any party notifying their interest in any of the Property Insured in writing, the nature and extent of such interest to be disclosed in the event of Damage

## 22 Landscaped Grounds

Cover includes costs incurred by the Insured in consequence of Damage to Property Insured at the Premises, up to an amount of £5,000 in any one Period of Insurance, in restoring landscape grounds to their original appearance when first laid out and planted, but the Insurer will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or become established.

## 23 Seasonal Increase

The Sum Insured in respect of Stock shall be increased by 20% during:

- a) the months containing any School holidays in the United Kingdom
- b) a period of 14 days preceding and succeeding any Bank Holiday.

## 24 Damage to the Premises

In the event that Buildings at the Premises are not covered by this Section of the Policy, the Insurer will pay costs for which the Insured are responsible, necessarily and reasonably incurred by the Insured to repair Damage to the Premises in consequence of theft or attempted theft (as insured by this Section).

The Insurer will also pay the cost of any temporary boarding-up or making good necessary to keep the Premises secure.

## Exclusions

The Policy Exclusions apply to this Section and in addition the Insurer will not pay for:

- 1 Property which at the time of the happening of Damage is insured by or would but for the existence of this Section be insured by any other policy or policies, but the Insurer will pay for any excess beyond the amount which would have been payable under such other policy or policies had this Section not been effected.
- 2 Any Property more specifically insured by or on behalf of the Insured.
- 3 Damage to paintings, prints and works of art.
- 4 Any losses that are not directly associated with the incident that caused You to claim.
- 5 Any wall, fence or gate in the open, but this exclusion will not exclude property included in the Policy Definition for Buildings.
- 6 Any damage resulting from subsidence, landslip or heave.
- 7 Damage to any animal.
- 8 Any Excess as stated on your Insurance Schedule.
- 9 Contractors Clause - Underwriters shall not be liable for any Damage or Injury arising out of or in connection with any works of alteration, demolition, refurbishment or renovation or arising out of the activities of any contractor.

## Conditions

The Policy Conditions apply to this Section and in addition the following:

### 1 Alteration

Unless the Insurer agrees in writing, cover under this Section shall be voided for any of the Property Insured in regard to which there is any alteration after the commencement of this Section:

- a) by removal
- b) by Buildings or parts of Buildings described in the Insurance Schedule as occupied becoming Unoccupied, or as Unoccupied becoming occupied
- c) which increases the risk of Damage
- d) which results in the interest of the Insured ceasing other than by will or operation of law.

### 2 Reinstatement

If any Property is to be reinstated or replaced by the Insurer, the Insured shall at their own expense provide all plans, documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly, but only as circumstances permit and in a reasonably sufficient manner.

## Section 2 - Business Interruption

### Definitions

**Annual Revenue** - Revenue during the 12 months immediately before the date of any Event.

**Business Interruption** - Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of an Event to Property.

**Event** - Damage to Property used by the Insured at the Premises for the purpose of the Business.

**Increase in Cost of Working** - Additional expenditure (subject to the Uninsured Working Expenses 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.

**Indemnity Period** - Period beginning with the occurrence of any Event and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of any Event.

**Maximum Indemnity Period** - Maximum indemnity period shown in the Insurance Schedule.

**Premises** - Buildings at the address or addresses shown in the Insurance Schedule including their grounds, all within the boundaries for which the Insured is responsible and being, unless more specifically described in the Insurance Schedule occupied solely by the Insured for the purpose of the Business.

**Revenue** - The money paid or payable to the Insured for services rendered in the course of the Business at the Premises.

**Revenue Sum insured** - 115% of the Revenue amount provided by the Insured. Note: The Revenue amount provided by the Insured is shown in brackets below the Revenue Sum Insured in the Insurance Schedule.

**Standard Revenue** - Revenue during that period in the 12 months immediately before the date of any Event which corresponds with the Indemnity Period.

**Uninsured Working Expenses** - Purchases (less discounts received) Carriage, packing and freight Discounts and allowed Bad debts. Note: The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

### Cover

**The Insurer will pay the Insured for Business Interruption by any of the Events operative under this Policy and not otherwise excluded occurring during the Period of Insurance.**

### Events

- 1 Fire**, excluding Business Interruption caused:
  - a) by explosion resulting from fire
  - b) by earthquake or subterranean fire
  - c) by its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat
  - d) to any particular piece of electrical apparatus or fitting which has caused a fire due to self ignition, over running, excessive pressure, short circuiting, self heating or leakage of electricity.

### Lightning

### Explosion

- a) of boilers used for domestic purposes only
  - b) of any other boiler or economiser on the Premises
  - c) of gas used for domestic purposes only but excluding any Business Interruption caused by earthquake or subterranean fire.
- 2 Explosion**, excluding Business Interruption caused by the bursting by steam pressure of any vessel, machine or apparatus (not being a boiler or economiser on the Premises) belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only.
- 3 Aircraft** or other aerial devices or articles dropped from them.
- 4 Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons taking part in Labour Disturbances or Malicious Persons**, excluding Business Interruption:
  - a) arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - b) arising from cessation of work
  - c) in respect of any building which is Unoccupied caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Business Interruption caused by fire or explosion
  - d) arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

### 5 Earthquake

### 6 Subterranean Fire

- 7 Storm, Tempest or Flood**, excluding Business Interruption:
  - a) attributable solely to change in the water table level
  - b) caused by frost, subsidence, ground heave or landslip
  - c) in respect of fences, gates or moveable property in the open, but this exclusion will not exclude property included in the Policy definition for Buildings
  - d) to open-fronted or open-sided Buildings or to Property contained therein.

### 8 Escape of Water from any Tank, Apparatus or Pipe

, excluding Business Interruption:

- a) caused by water discharged or leaking from any automatic sprinkler installation
- b) in respect of any Building which is Unoccupied.

### 9 Impact by any road vehicle or animal

 excluding Business interruption:

- a) Damage caused by any animal boarded with you or otherwise in your care, custody and control or any animal owned by you.

### 10 Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation in the Premises, excluding Business Interruption caused by:

- a) freezing whilst the Building in so far as it is in the Insured's ownership or tenancy is Unoccupied
- b) explosion, earthquake, subterranean fire or heat caused by fire.

### 11 Theft or Attempted Theft

 involving:

- a) forcible and violent entry to or exit from the Buildings
- b) hold-up by violence or threat of violence to the Insured or any partner, director, employee of the Insured or members of their families or any other person who has a legal right to be on the Premises but excluding Business Interruption arising directly from Theft or Attempted Theft:
  - i) expedited or in any way brought about by the Insured or any partner director or employee of the Insured or any person who has a legal right to be on the Premises
  - ii) of Money, deeds, securities, jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books unless such property is specifically described in the Insurance Schedule
  - iii) to Property in the open or in open-fronted buildings or in buildings not on permanent foundations
  - iv) whilst the Premises are closed for Business or are left unattended unless all points of access are closed and secured by all locks and other protections fitted to them.

### 12 Accidental Damage

 excluding Business Interruption:

- a) caused by or consisting of or arising from or attributable to:
  - i) any of the Events
  - ii) any of the exclusions to the Events specified in Events 1 to 12, whether Events 1 to 12 are insured or not
- b) caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude subsequent Business Interruption which itself results from a cause not otherwise excluded
- c) caused by or consisting of faulty or defective workmanship, operational error or omission by the Insured or any employee of the Insured but this shall not exclude such Business Interruption not otherwise excluded which itself results from an insured Event or subsequent Business Interruption which itself results from a cause not otherwise excluded
- d) caused by acts of fraud or dishonesty by any partner, director or employee of the Insured but this shall not exclude such Business interruption not otherwise excluded which itself results from Events 1 to 12
- e) caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish but this shall not exclude:
  - i) such Business Interruption not otherwise excluded which itself results from Events 1 to 12
  - ii) subsequent Business Interruption which itself results from a cause not otherwise excluded
- f) caused by joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economizers, superheaters, pressure vessels or any range of steam and feed piping connected to them, mechanical or electrical breakdown or derangement

in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude:

- i) such Business Interruption not otherwise excluded which itself results from Events 1 to 12
- ii) subsequent Business Interruption which itself results from a cause not otherwise excluded
- g) loss resulting from pollution or contamination but this shall not exclude loss resulting from destruction of or damage to Property Insured not otherwise excluded, caused by pollution or contamination which itself results from other Damage or caused by other Damage which itself results from pollution or contamination
- h) caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
- i) caused by normal settlement or bedding down of new structures
- j) caused by destruction of or damage to any Building or structure caused by its own collapse or cracking, but this shall not exclude Business Interruption resulting from other Damage in so far as it is not otherwise excluded
- k) fences, gates and moveable Property in the open caused by wind, rain, hail, sleet, snow or dust, but this exclusion will not exclude Property included in the Policy definition for Buildings
- l) caused by Damage to any Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
- m) in respect of:
  - i) jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
  - ii) Property in transit
  - iii) glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
  - iv) money, bonds or securities of any description but this shall not exclude such Business Interruption caused by other Damage in so far as it is not otherwise excluded
- n) in respect of:
  - i) vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - ii) Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
  - iii) land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - iv) livestock, growing crops or trees but this shall not exclude such Business Interruption caused by other Damage so far as it is not otherwise excluded

### **Basis of Settlement**

- 1 The Insurer's liability under this Section during any one Period of Insurance shall not exceed the Sum Insured
- 2 The Insurer will pay the Insured in respect of each item covered, the amount of their claim for Business Interruption.

### **Material Damage Proviso**

Provided that at the time of any Event there is an insurance in force covering the interest of the Insured in the Property at the Premises against such Event and that:

- 1 payment has been made or liability has been admitted for payment, or
- 2 payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount.

### **Automatic Reinstatement**

In the absence of written notice by the Insured or the Insurers to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim, the Insured will pay the appropriate additional premium on the amount of the claim from the date of any Event to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

### **Revenue Items**

The Insurer will pay the Insured as indemnity in consequence of Business Interruption for:

- 1 Loss of Revenue
- 2 Increase in Cost of Working

Loss of Revenue means the amount by which the Revenue during the Indemnity Period falls short of the Standard Revenue.

The Insurer will not pay the Insured for:

- a) Increase in Cost of Working exceeding the amount of reduction in Revenue thereby avoided
- b) any amounts saved during the Indemnity Period in respect of any of the charges and expenses of the Business payable out of Revenue that may cease or be reduced.

In calculating the amounts the Insurer will pay the Insured as indemnity, adjustments shall be made in accordance with the following clauses:

#### **1 Average**

If the Revenue Sum Insured is less than the Annual Revenue, the amount payable will be proportionately reduced.

The amount of the Annual Revenue will be proportionately increased when the Maximum Indemnity Period exceeds 12 months.

#### **2 Alternative Premises**

If during the Indemnity Period services are rendered elsewhere than at the Premises for the benefit of the Business, either by the Insured or by others on behalf of the Insured, the money paid or payable for such services shall be taken into account in arriving at the Revenue during the Indemnity Period.

#### **All Items**

The following clauses apply:

#### **1 Trends and Variations**

Adjustments shall be made to the figures representing the Annual Revenue and Standard Revenue that may be necessary to provide for the trend of the Business, and for variations in or other circumstances affecting the Business, either before or after the Event, and which would have affected the Business had the Event not occurred, so that the adjusted figures represent as near as reasonably practicable results which but for the Event would have been obtained during the relative period after the Event.

#### **2 Accountants' Charges**

If the professional accountants of the Insured produce any particulars or details required by the Insurer from the Insured's books of account or other business books or documents, or any other proofs, information or evidence under Condition 2 of this Section, the Insurer will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this Section shall not exceed the liability of the Insurer under this Section.

#### **3 Value Added Tax**

All terms in this Section shall be exclusive of value added tax to the extent that the Insured is accountable to the tax authorities for such tax.

#### **4 Current Cost Accounting**

For the purposes of this Section, any adjustment implemented in current cost accounting shall be disregarded.

#### **5 Payments on Account**

The Insurer will make payments on account during the Indemnity Period, if the Insured so request, subject to any necessary adjustment at the end of the Indemnity Period.

#### **Extensions**

Any claim resulting from interruption of or interference with the Business in consequence of Damage by an Event at any Situation or to any Property shown below, within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, shall be understood to be Business Interruption covered by this Section, provided that after the application of all other terms, conditions and provisions of this Section the liability of the Insurer for any one claim shall not exceed the Total Sum Insured, or the percentage of the Total Sum Insured, or the amount shown against any of the Situations or against any of the Property as the Limit, whichever is the less.

#### **Property**

##### **1 Property Stored**

Property of the Insured whilst stored elsewhere than at the Premises occupied by the Insured subject to a limit of 10% of the Revenue Sum Insured or £50,000, whichever is the less.

##### **2 Supply Undertakings**

Property at any:

- a) generating station or sub-station of the electricity supply undertaking
- b) land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- c) waterworks or pumping station of the water supply undertaking
- d) land based premises of the telecommunications undertaking from which the Insured obtain electricity, gas, water or telecommunications services subject to a limit of 10% of the Revenue Sum Insured or £50,000, whichever is the less.

## Section 2 - Business Interruption (cont.)

### 3 Denial of Access

Property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises, whether the Premises or property in the Premises is Damaged or not subject to a limit of 10% of the Revenue Sum Insured or £50,000, whichever is the less.

### 4 Loss of Licence

As the result of the permanent loss of the Insured's animal boarding establishment licence, which is issued by the Local or National Authority under the Animal Boarding Establishments Act 1963 (or as amended), details of which are provided to Insurers, due to any cause beyond the Insured's control. Insurers will indemnify the insured up to a maximum Limit of Indemnity under this section of 80% of the Revenue Sum Insured or £50,000, whichever is the less.

#### Exclusions

The Policy Exclusions apply to this Section and in addition:

##### 1 Subsidence, landslip or heave

The Insurer will not pay for any Business Interruption resulting from subsidence, landslip or heave.

##### 2 Supply Undertakings

Any loss resulting from Damage to overhead cables unless occurring within 1 mile of the Premises.

#### Conditions

The Policy Conditions apply to this Section and in addition:

##### 1 Alteration

Unless the Insurer agrees in writing, cover under this Section shall be voided if after the commencement of this Section:

- a) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- b) the interest of the Insured ceases other than by death
- c) any alteration is made in the Business or in the Premises or property in them which increases the risk of an Event.

##### 2 Additional Claims Conditions

In the event of any Event in consequence of which the Insured make or may make a claim under this Section, the Insured shall at their own expense deliver to the Insurer:

- a) within 7 days of its happening, full details of Business Interruption caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft
- b) not later than 30 days after expiry of the Indemnity Period, or such further time that the Insurer may allow, full information in writing of the particulars of the claim, together with details of all other policies covering Property used by the Insured at the Premises for the purpose of the Business or any part of the Business, and the amount of any resulting Business Interruption
- c) such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the Insurer may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

Particulars or details contained in the Insured's books of account or other business books or documents, which may be required by the Insurer for the purpose of investigating or verifying any claim under this Section, may be produced by professional accountants if at the time they are regularly acting for the Insured. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to the Insurer.



## Section 3 - Money

### Definitions

**Injury** - Bodily injury caused by violent, external and visible means.

**Business Hours** - The period during which the Insured or any partner, director or employee of the Insured is on the Premises for the purpose of the Business.

**Insured Person** - Insured or any partner, director or employee of the Insured aged between 16 and 70 years or as may be more described in any specific Insurance Schedule.

**In Transit** - In transit in the personal custody of the Insured, any authorised partner, director or employee of the Insured, a security organisation approved by the Insurer, or by registered post.

**Loss of Limb(s)** - The total and permanent loss by physical separation or total and permanent loss of use of a hand at or above the wrist or a foot at or above the ankle.

**Loss of Sight** - The total and permanent loss of sight which will be considered as having occurred:

- 1 in both eyes if the Insured Person(s) name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- 2 in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

**Money** - Negotiable Money and Non-negotiable Money belonging to the Insured or for which the Insured is responsible.

**Negotiable Money** - Any cash, bank and currency notes, credit cards, telephone cards, uncrossed cheques, uncrossed postal orders, luncheon vouchers, current postage stamps, trading stamps, Holiday with Pay stamps, National Savings stamps, unexpired units in franking machines, gift tokens, consumer redemption vouchers, mobile telephone vouchers and telephone cards.

**Non-negotiable Money** - Any crossed cheques, crossed postal orders, and crossed bankers' drafts, National Savings certificates, Premium Bonds, credit sales vouchers or receipts and VAT purchase invoices.

**Permanent Total Disablement** - Any permanent disablement other than Loss of Sight or Loss of Limb(s) which having lasted without interruption for at least 12 months and is without any reasonable prospect of improving and in the opinion of an independent qualified medical referee acceptable to the Insurer will in all probability permanently, completely and continuously prevent the Insured Person(s) from engaging in or giving attention to their business, profession or occupation of each and every kind for the remainder of his or her life.

**Temporary Partial Disablement** - A partial disablement which is confirmed by a qualified medical referee to continuously prevent the Insured Person from attending to a substantial part of the usual occupation.

**Temporary Total Disablement** - A disablement which is confirmed by a qualified medical referee and which completely and continuously prevents the Insured Person from attending to their usual occupation.

### Cover

- 1 **The Insurer will indemnify the Insured in respect of the limits of indemnity stated in the Insurance Schedule against Damage to Money occurring during the Period of Insurance held in connection with the Business by any cause not excluded.**
- 2 **The Insurer will indemnify the Insured against Damage sustained as a direct result of theft or attempted theft of Money, of or to:**
  - a) any safe or strongroom at the Insured's premises specified in the Insurance Schedule, or any bag or other container used by the Insured or any authorised partner, director or employee of the Insured to carry Money
  - b) clothing and personal effects belonging to the Insured or to any partner, director or employee of the Insured following assault or violence or the threat of assault or violence.
- 3 **The Insurer will pay the Insured when any Insured Person whilst engaged in connection with the Business, as a direct result of theft or attempted theft of Money involving assault or violence or the threat of assault or violence**
  - a) suffers an Injury resulting within 12 months, directly and independently of any other cause, in death or disablement
  - b) suffers emotional stress necessitating professional counselling, provided such counselling is recommended by a qualified medical practitioner and agreed to by the Insurer before costs are incurred.

### Basis of Settlement

- 1 The Insurer will pay the Insured the amount of Money under any Item for which a Limit of Liability is specified in the Insurance Schedule at the time of Damage.
- 2 The most the Insurer will pay for any one claim is:
  - a) for any one Item, the Limit of Liability specified in the Insurance Schedule
  - b) for any one safe or strongroom, £4,000
  - c) for any one bag or container, its value at the time of Damage
  - d) for clothing or personal effects, £500 any one person
  - e) for death, Injury, disablement or emotional stress, the amounts specified in the Scale of Compensation.
- 3 The Insurer will also pay:
  - a) the value of any safe or strongroom, of any bag or container used to carry Money or of the clothing or personal effects of the Insured or any partner, director or employee of the Insured lost or damaged at the same time, or at the Insurer's option reinstate or replace such property or any part of such property
  - b) compensation in respect of death, Injury, disablement or emotional stress.

### Automatic Reinstatement

In the absence of written notice by the Insured or the Insurer, in consideration of the Sum Insured not being reduced the amount of any claim from the date of the Event, the Insured will pay the appropriate additional premium due for the period from the date of the Event to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

### Scale of Compensation

Item	Amount
1 a) Death	£25,000
b) Loss of Limb(s) or Loss of Sight	£25,000
c) Permanent Total Disablement	£25,000
d) Temporary Total Disablement - per week	£100
e) Temporary Partial Disablement - per week	£50
2 The cost of professional counselling:	
a) per hour	£50
b) any one person	£1,000
c) in total	£5,000

In respect of each Insured Person, compensation will not be paid by the Insurer

- i) under more than one of **1a**, **1b**, **1c** for the consequences of the same Injury
- ii) under **1d** and **1e** for more than 104 weeks in all in respect of any one or more Injuries.

### Basis of Settlement - Adjustments

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses:

#### 1 Contribution

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering Money or any other property insured by this Section in whole or in part, the Insurers liability under this Section shall be limited to the Insurers rateable proportion of such Damage.

- 2 **Damage to the Premises Provided** that **Section 1** Property Damage is insured under this Policy, in the event that Buildings are not covered by **Section 1** Property Damage the Insurer will pay:
  - a) costs for which the Insured are responsible, necessarily and reasonably incurred by the Insured to repair damage to the Premises as a direct result of theft or attempted theft of Money within the Insured's Premises (and as insured by this Section)
  - b) the cost of any temporary boarding-up or making good necessary to keep the Premises secure.

The most the Insurer will pay for any one claim is £5,000.

#### 3 Weekly Compensation

Weekly compensation will be paid when the total amount to be paid has been agreed, or if the Insured so request, at the end of each period of four consecutive weeks disablement.

## Section 3 - Money (cont.)

### Exclusions

The Policy Exclusions apply to this Section and in addition The Insurer will not pay for:

- 1 Loss arising from the dishonesty of any partner, director, family member, or employee of the Insured.
- 2 Damage to any machine which uses coins, notes or tokens.
- 3 Loss due to theft of or from any unattended vehicle.
- 4 Loss of any money whilst in transit unless due to assault, violence, or threat of violence.
- 5 Shortage due to error, omission or mysterious disappearance.
- 6 Any loss unless the key or keys to the specified safes or strongrooms are removed from the Premises, or if a person is authorised to hold such keys and that person lives on the Premises, that person removes all keys to that part of the Premises in which that person actually lives.
- 7 Any losses that are not directly associated with the incident that caused You to claim.
- 8 Damage, death, Injury, disablement or emotional stress arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 9 Any Excess as stated on your Insurance Schedule.

### Conditions

The Policy Conditions apply to this Section and in addition the following:

#### 1 Precautions

The Insured must:

- a) exercise due care in selecting employees to be entrusted with Money and shall obtain and will continue to obtain satisfactory written references and confirmation of such references directly from the previous employers
- b) keep a proper written record of all Money covered by this Section and allow the Insurer to inspect this record at all times
- c) secure and lock all cash registers, safes and other money containers whenever such containers are left unattended during business hours
- d) notify the police immediately regarding any loss of money which the Insured anticipates recovering under this Policy.

#### 2 Transit

In respect of Negotiable Money In Transit in the personal custody of the Insured or of any authorised partner, director or employee of the Insured, it is a condition precedent to any liability under this Section that such Money will be accompanied by:

- a) two able-bodied adults when in excess of £2,000
- b) three able-bodied adults when in excess of £4,000
- c) a professional security company when in excess of £15,000 unless otherwise agreed by the Insurer in writing or amended by a clause applicable to this Section as specified in the Insurance Schedule.

#### 3 Additional Claims Conditions

- a) In the event of Injury or emotional stress the Insured Person must:
  - i) as soon as possible after the Injury has occurred, consult a qualified medical practitioner and follow the advice of such practitioner
  - ii) submit to any medical examination made on behalf of the Insurer
  - iii) in the event of a claim being made for the cost of professional counselling, supply the Insurer with a recommendation for treatment in writing by a qualified medical practitioner
- b) In the event of the death of an Insured Person as a result of Injury the Insurer shall be entitled, at the Insurers expense, to arrange a postmortem examination.

The Insurer will not pay for any claim unless the terms of this Condition have been complied with.

## Section 4 - Own Goods in Transit

### Definitions

**Goods** - Goods, excluding any animal, belonging to the Insured or held by the Insured in trust and for which the Insured is responsible.

**Territorial Limits** - Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, including sea or air transits between these territories.

**Transit** - Carrying Goods in connection with the Business, including

- the loading and unloading of Goods
- temporary storage of Goods in warehousing during transit, for up to 30 days.

**Vehicle** - Any vehicle owned or operated by the Insured.

### Cover

The Insurer will pay the Insured for:

- 1 Damage or loss to Goods in Transit within the Territorial Limits, and**
- 2 Damage to the clothing or personal effects of the driver of any Vehicle or of any other person authorised to be in the Vehicle.**

### Basis of Settlement

- The most the Insurer will pay for any one claim or series of claims arising out of any one occurrence of Damage is:
  - a) the maximum in any one Vehicle, the maximum in any one loss, or any other limit of liability specified in the Insurance Schedule
  - b) for clothing or personal effects, £500 per person.
- The Insurer will pay the Insured the market value of the Goods in Transit at the time of Damage up to the limit of liability specified in the Insurance Schedule.
- The Insurer will also pay the value of clothing or personal effects of the driver of any Vehicle or of any other person authorised to be in the Vehicle at the time of Damage.

### Automatic Reinstatement

In the absence of written notice by the Insured or the Insurer, in consideration of the Sum Insured not being reduced by the amount of any claim from the date of the Event, the Insured will pay the appropriate additional premium due for the period from the date of the Event to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

### Basis of Settlement Adjustments

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

#### 1 Sheets and Ropes

In respect of Vehicles, cover includes Damage to sheets, ropes, packing materials and the like, but excluding Damage due to unexplained shortage or disappearance, wear and tear or depreciation.

#### 2 Additional Vehicles

Cover includes Damage to Goods in any additional Vehicle not specified in the Insurance Schedule up to an amount of £2,000 for any one claim, or as stated in the Insurance Schedule provided that the Insured shall advise the Insurer of the acquisition of such additional Vehicle within 21 days of its acquisition and pay any additional premium required by the Insurer.

#### 3 Substitute Vehicles

Cover includes Damage to Goods arising out of the use of any vehicle in substitution by the Insured whilst any Vehicle is undergoing service or repair, up to the amount of the Limit of Liability specified in the Insurance Schedule applicable to the Vehicle undergoing service or repair.

#### 4 Transshipment and Debris Removal Costs

Cover includes costs and expenses necessarily and reasonably incurred in:

- a) transshipment and recovery of Goods following collision or overturning of the conveying Vehicle, or impact with any object by the conveying Vehicle
- b) removal of debris and for site clearance following Damage to Goods, up to an amount of £2,000 for any one claim. The Insurer will not pay for such costs and expenses arising from pollution or contamination of or to property not insured by this Section.

### Exclusions

The Policy Exclusions apply to this Section and in addition the Insurer will not pay for:

- 1 Damage in respect of any property more specifically insured.
- 2 Damage due to:
  - a) depreciation, deterioration or contamination, unless caused by accident to the conveying vehicle
  - b) inherent vice, leakage or ordinary loss in weight or volume
  - c) bruising, scratching, chipping, denting, rust oxidation or discolouration
  - d) mechanical or electrical breakdown, failure or derangement
  - e) faults in processing or the insufficiency or unsuitability of packing or preparation
  - f) delay or loss of market.
- 3 Damage to the contents of any package not involving outward and visible Damage to the package.
- 4 Damage in respect of Goods in any open-sided, curtain-sided, open top or soft top Vehicle or trailer due to:
  - a) water or atmospheric conditions
  - b) theft unless such Vehicle or trailer is stolen at the same time.
- 5 Damage in respect of jewellery, precious stones, precious metals, bullion, furs, works of art, rare books, Money, bonds, securities of any description, deeds, documents, manuscripts, business books, plans, designs, livestock or the Insured's own machinery and plant (other than tools if specified in the Insurance Schedule).
- 6 Damage to the Property Insured caused by theft or attempted theft of such property from an unattended Vehicle unless such Vehicle is protected as described under the terms of Condition 2 of this Section.
- 7 Any losses that are not directly associated with the incident that caused You to claim, other than any condition of average and salvage charges for which the Insured becomes liable in respect of any Transit insured by this Section.
- 8 Any Excess as stated on your Insurance Schedule.

### Conditions

The Policy Conditions apply to this Section and in addition:

#### 1 Precautions

The Insured must

- a) install any additional protections to any Vehicle asked for by the Insurer
- b) exercise due care in selecting employees to be entrusted with Vehicles or Goods
- c) ensure that Vehicles are maintained in roadworthy condition.

#### 2 Vehicle Protections

Whenever Property Insured is left in unattended Vehicles, the Insured must ensure that:

- a) all security locks, alarms and other security devices are maintain in an efficient working condition
- b) all reasonable measures are taken to ensure that Property insured are kept in secure conditions in any unattended Vehicle
- c) Vehicles are contained in a securely locked building if left unattended overnight (for the purpose of this Section overnight shall mean from 9.00pm or whenever the vehicle was last occupied whichever the earlier, to 6.00am or until the vehicle is first used, whichever is the later).

#### 3 Additional Claims Condition

In the case of Transit by road or rail carrier or by post, immediately the Insured becomes aware of any occurrence giving rise to or likely to give rise to a claim under this Section, the Insured shall take all practicable steps to notify the carrier concerned of any Damage within the time limits for notification of claims stipulated in the applicable conditions of carriage or contract.

## Section 5 - Specified All Risks

### Definitions

**Damage/Damaged** - Accidental loss or destruction of or damage.

**Premises** - Buildings at the address or addresses shown in the Insurance Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Insurance Schedule, occupied solely by the Insured for the purpose of the Business.

**Property/Property Insured** - Property described in the Insurance Schedule.

### Territorial Limits -

- a) the Premises
- b) anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) anywhere within countries of the European Union
- d) Worldwide.

**Vehicle** - Any vehicle owned or operated by the Insured.

### Cover

**The Insurer will pay the Insured for Damage to Property Insured described in the Insurance Schedule, whilst within the Territorial Limits specified in the Insurance Schedule occurring during the Period of Insurance.**

### Basis of Settlement

- 1 The Insurer will pay the Insured the value of the Property Insured at the time of its Damage, or at the Insurer's option will reinstate or replace such Property or any part of such Property.
- 2 The most the Insurer will pay for any one claim is:
  - a) the Total Sum Insured, or for each item its individual Sum Insured, at the time of Damage
  - b) the amount of the Sum Insured remaining after deduction for any other Damage occurring during the same Period of Insurance, unless the Insurer agrees to reinstate any such Sum Insured.

### Automatic Reinstatement

In the absence of written notice by the Insured or the Insurer, in consideration of the Sum Insured not being reduced by the amount of any claim from the date of the Event, the Insured will pay the appropriate additional premium due for the period from the date of the Event to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

### Basis of Settlement Adjustments

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

#### 1 Average (Underinsurance)

If at the time of Damage the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount payable by the Insurer will be proportionately reduced.

#### 2 Contribution and Average

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering any of the Property Damaged, the Insurer's liability under this Section shall be limited to the Insurer's rateable proportion of such Damage.

If such other insurance is subject to average (underinsurance), this Section if not already subject to average shall be subject to average in like manner. If such other insurance is subject to any provision which excludes it from ranking concurrently with this Section, either in whole or in part, or from contributing rateably, the liability of the Insurer under this Section shall be limited to that proportion of the Damage which the Sum Insured for this Section bears to the value of the Property.

#### 3 Data Processing and Ancillary Equipment

Cover includes Damage to data processing and ancillary equipment caused by dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, if directly resulting from Damage to any air conditioning facilities.

#### 4 Interested Parties

The Insurer agrees to note the interest of any party notifying their interest in any of the Property Insured in writing, the nature and extent of such interest to be disclosed in the event of Damage.

### Exclusions

The Policy Exclusions apply to the Section and in addition the Insurer will not pay for:

- 1 Damage caused by or arising from:
  - a) wear and tear, inherent defect
  - b) rot, mildew, rust, corrosion, frost, pollution or contamination
  - c) bruising, scratching, chipping, denting, rust oxidation or discolouration
  - d) insects, woodworm, vermin
  - e) dyeing, cleaning, repair, renovation
  - f) electronic, electrical or mechanical breakdown, failure or derangement
  - g) faulty manipulation, design, plan, specification or materials
  - h) gradual deterioration, market depreciation
  - i) any losses that are not directly associated with the incident that caused You to claim.
- 2 Damage to Property Insured caused by its undergoing any process involving the application of heat.
- 3 Damage suffered by the Insured as a result of being deceived into knowingly parting with Property.
- 4 Damage to the Property Insured caused by theft or attempted theft of such property from an unattended Vehicle unless such vehicle is protected as described under the terms of Condition 1 of this Section.
- 5 Damage not occurring within the Territorial Limits specified in the Insurance Schedule.
- 6 Any Excess as stated on your Insurance Schedule.

### Conditions

The Policy Conditions apply to this Section and in addition:

#### 1 Vehicle Protections

Whenever Property Insured is left in unattended Vehicles, the Insured must ensure that:

- a) all security locks, alarms and other security devices are maintained in an efficient working condition
- b) all doors are locked, windows and other openings closed and securely fastened and all intruder alarm installations and other security devices are made operative whenever the Vehicles are left unattended
- c) Vehicles are contained in a securely locked building if left unattended overnight (for the purpose of this Section overnight shall mean from 9.00pm or whenever the Vehicle was last occupied whichever is the earlier; to 6.00am or until the Vehicle is first used whichever is the later).

#### 2 Additional Claims Condition

The Insurer will not pay for any claim for Damage which is not notified to the Insurer within 30 days of the occurrence of such Damage.

#### 3 Reinstatement

If any Property is to be reinstated or replaced by the Insurer, the Insured shall at their own expense provide all documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this Section more than its Sum Insured.

## Section 6 - Frozen Food

### Cover

The Insurer will pay the Insured for loss or damage to stock in a deep freeze cabinet or frozen food cabinet in the Premises caused by deterioration or putrefaction as a result of:

- a) a rise or fall in temperature due to
  - i) breakdown of the refrigeration plant or accidental Damage to the cabinet
  - ii) failure of any thermostatic or automatic controlling device of the cabinet due to inherent defect
  - iii) failure of the public electricity supply which is not due to the deliberate act of the supply company
- b) contamination by refrigerant or refrigerant fumes  
Provided that:
  - i) the driving motor of the cabinet does not exceed 2 h.p.
  - ii) the age of the cabinet does not exceed 10 years

In addition the Insurer will pay the Insured for loss or damage to stock elsewhere in the Premises which would normally have been in the cabinet but for the happening of the event giving rise to the deterioration or putrefaction.

### Basis of Settlement

- 1 The Insurers liability under this Section for loss or damage to the Stock shall not exceed in any one Period of Insurance the Sum Insured stated in the Insurance Schedule or £1,000 in respect of any one cabinet whichever is the lesser.
- 2 The Sum Insured on the Stock insured by this Section is subject to Average. This means that, if at the commencement of any loss or Damage by any cause insured under this section, the cost of replacing the Stock is greater than the Sum Insured, then You shall be considered as being Your own insurer for the difference and shall bear a rateable share of the loss or Damage accordingly.

### Exclusions

Exclusions apply to this Section and in addition the Insurer will not pay for loss or Damage arising from:

- 1 Damage, defects or defective insulation due to the wearing or wearing out of any part of a machine caused by or naturally arising from ordinary usage or working.
- 2 Loss of use or any other losses not directly associated with the incident that caused You to claim.

## Section 6a - Loss or Theft of Keys

### Cover

The Insurer will pay the Insured for the replacement of locks and keys following the loss or theft of keys. Limited to the maximum Sum Insured as stated on the Insurance Schedule and only to such replacement as shall be necessary to secure the Buildings used in connection with the Business or other activity described in the Insurance Schedule.

### Basis of Settlement

- 1 The Insurers liability under this Section for loss or Damage shall not exceed the Sum Insured stated in the Insurance Schedule in any one Period of insurance
- 2 Loss or theft has been reported to the local police.

### Exclusions

- 1 Loss by theft unless by force and/or violence or the threat of violence.
- 2 The Insured's, their employees, their family's and club or society member's personal or vehicle keys.
- 3 Any other losses not directly associated with the incident that caused You to claim.
- 4 Any loss in connection with the loss of keys of the Insured's private dwelling house even though this may be situated at the same postal address as the Business.
- 5 Any Excess as stated on your Insurance Schedule.

## Section 7 - Employers' Liability

### Definitions

**Business** - The Business specified in the Insurance Schedule conducted solely from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including:

- 1 The ownership, maintenance and repair of Premises used in connection therewith.
- 2 The provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured.
- 3 The execution of private duties by Employees for any partner, director or senior official of the Insured.

### Employee -

- 1 Any person under a contract of service or apprenticeship with the Insured.
- 2 Any of the following persons whilst working for the Insured in connection with the Business:
  - a) any labour master or labour only subcontractor or person supplied by him
  - b) any self-employed person providing labour only
  - c) any trainee or person undergoing work experience, youth training or similar scheme
  - d) any voluntary helper
  - e) any person who is borrowed by or hired to the Insured.

Under your control and supervision while working for you in connection with the activity described on your Insurance Schedule.

**Injury** - Bodily injury, death, disease, illness, mental injury or nervous shock.

**Limit of Indemnity** - Limit of indemnity specified in the Insurance Schedule.

### Offshore Installations -

- 1 Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation.
- 2 Any installation in the sea or tidal waters which is intended for the storage or recovery of gas.
- 3 Any pipe or system of pipes in the sea or tidal waters.
- 4 Any installation which is intended to provide accommodation for persons who work on or from the locations specified in 1, 2 or 3 of this definition.

### Territorial Limits -

- 1 Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- 2 Elsewhere in the world in respect of Injury sustained by any Employee resident within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and caused whilst such Employee is temporarily employed outside these territories provided that any action for compensation in respect of such Injury is brought in a court of law within the said territories or any other member country of the European Union.

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

### Cover

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

### Costs and Expenses

In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer:

- 1 In connection with the defence of any claim
- 2 For representation of the Insured:
  - a) at any coroner's inquest or fatal accident inquiry in respect of death
  - b) at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section.

### Limit of Indemnity

The Insurer's liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity.

## Section 7 - Employers' Liability (cont.)

### Definitions

#### 1 Indemnity to Other Parties

If the Insured so requests the Insurer will indemnify the following parties:

- a) any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisation or ambulance, first aid, fire medical or security services against liability incurred in such capacity
- b) any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured as though each party was individually named as the Insured in this Section
- c) any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured

Provided that:

- i) each such party shall observe, fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii) the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.

#### 2 Health and Safety at Work - Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of:

- a) costs and expenses incurred with the Insurer's written consent
- b) costs and expenses of the prosecution awarded against any such party and in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business provided that:
  - i) the proceedings relate to the health, safety or welfare of any Employee
  - ii) the Insurer shall have the conduct and control of all the said proceedings and appeals

The Insurer will not pay for:

- a) fines or penalties of any kind
- b) proceedings or appeals in respect of any deliberate act or omission
- c) costs or expenses insured by any other policy.

#### 3 Unsatisfied Court Judgements

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

- a) is obtained by such Employee in any court situated within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands against any person or corporate body domiciled or operating from premises within such territories, and
- b) remains wholly or partly unsatisfied six (6) months after the date of such judgement the Insurer will if the Insured so request pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that:

- i) there is no appeal outstanding
- ii) the Employee shall have assigned the judgement to the Insurer
- iii) this Section was shown in the Schedule of insurance at the time of the Injury.

#### 4 Court Attendance Compensation

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

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

### Exclusions

The Policy Exclusions apply to this Section and in addition it does not cover:

#### 1 Mechanically Propelled Vehicles

Liability in respect of Injury to any Employee arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

#### 2 Offshore Installations

Liability in respect of Injury to any Employee who is working on visiting or travelling to or from Offshore Installations.

#### 3 Terrorism

Liability arising out of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of £5,000,000 shall apply.

#### 4 Asbestos

Liability arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of Indemnity of £5,000,000 shall apply.

It is a condition precedent to the liability of Insurers that the Insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

### Conditions

The Policy Conditions 1 to 8, 10, 11, 21 and 22 apply to this Section and in addition the following:

#### 1 Compulsory Insurance Legislation

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

#### 2 Certificate of Employers' Liability

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

#### 3 Alteration

If at any time anything shall occur or be done which materially affects the risk insured the Insured shall give immediate notice in writing to the Insurer.

#### 4 Discharge of Liability

The insurer may pay to the Insured in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting there from any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence except for the amount of any costs and expenses incurred prior to the date of the payment.

#### 5 Other Insurances

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

#### 6 Employers' Liability Tracing Office Data Protection Act

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database, (the Database').

This information will be made available in a specified and readily available form as required by the Employers' Liability Insurance:

Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for the employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the 'Claimants'):

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

## Section 8 - Public Liability, Products Liability and Professional Indemnity

### Definitions

**Business** - The Business specified in the Insurance Schedule conducted solely from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including:

- 1 The ownership, maintenance and repair of Premises used in connection therewith
- 2 The provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured
- 3 The execution of private duties by Employees for any partner director or senior official of the Insured.

### Employee -

- 1 Any person under a contract of service or apprenticeship with the Insured
- 2 Any of the following persons whilst working for the Insured in connection with the Business:
  - a) any labour master or labour only subcontractor or person supplied by him
  - b) any self-employed person providing labour only
  - c) any trainee or person undergoing work experience, youth training or similar scheme
  - d) any voluntary helper
  - e) any person who is borrowed by or hired to the Insurer.

Under your control and supervision while working for you or in connection with the activity described on your Insurance Schedule.

### Injury -

- 1 Bodily injury, death, disease, illness, mental injury or nervous shock.
- 2 Invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

**Limit of Indemnity** - The limit of indemnity specified in the Insurance Schedule.

### Offshore Installations -

- 1 Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation.
- 2 Any installation in the sea or tidal waters which is intended for the storage or recovery of gas.
- 3 Any pipe or system of pipes in the sea or tidal waters.
- 4 Any installation which is intended to provide accommodation for persons who work on or from the locations specified in 1, 2 or 3 of the definitions.

### Pollution or Contamination -

- 1 All pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- 2 All Injury, or Damage directly or indirectly caused by such pollution or contamination.  
All pollution or contamination which arises out of or in connection with one incident shall be deemed to have occurred at the time such incident takes place.

**Products** - Any goods or other material property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured in connection with the Business and not in the charge or control of the Insured.

### Territorial Limits -

- 1 Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- 2 Any other member country of the European Union.
- 3 Elsewhere in the world in respect of Injury, Damage caused by or arising from:
  - a) non-manual activities of any partner, director or Employee of the Insured normally resident within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and occurring during any journey or temporary visit
  - b) Products.

The Database will be managed by the ELTO.

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

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

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

### Cover

#### Item 1 Public Liability

**The Insurer will indemnify the Insured against their legal liability to pay compensation and claimants' costs and expenses in respect of accidental:**

- 1 Injury to any person
- 2 Damage to material property
- 3 Nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the Territorial Limits during the Period of Insurance in connection with the Business and not caused by or arising from Products.

#### Item 2 Products Liability

**The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of accidental:**

- 1 Injury to any person
- 2 Damage to material property including any animal occurring during the Period of Insurance and caused by or arising from Products.

### Costs and Expenses

**In respect of Item 1 and 2 the Insurer will in addition pay costs and expenses incurred by the Insured with the written consent of the Insurer:**

- 1 In connection with the defence of any claim
- 2 For representation of the Insured:
  - a) at any coroner's inquest or fatal accident inquiry in respect of death
  - b) at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or Damage which may be the subject of indemnity under this Section.

### Limit of Indemnity

Public and Products Liability **Item 1** and **Item 2**

The Insurers' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Insurance Schedule against each Item in respect of any one occurrence or series of occurrences arising from one originating cause Provided always that the Limit of Indemnity:

- a) under **Item 1** in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- b) under **Item 2** applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.

### Extensions

#### 1 Indemnity to Other Parties

If the Insured so requests the Insurer will indemnify the following parties:

- a) any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisation or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b) any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured as though each party were individually named as the Insured in this Section

## Section 8 - Public Liability, Products Liability and Professional Indemnity (cont.)

- c) any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured Provided that:
- each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
  - the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.
- ### 2 Cross Liabilities and Member to Member
- a) if more than one party is named as the Insured this Section shall apply as though each were insured separately provided that the Insurer's liability to all parties indemnified shall not exceed in total the Limit of Indemnity.
- b) where applicable and solely for the purpose of this Section of the policy, the "Insured" stated in the Insurance Schedule include: "The Committee, Officers, Members for the time being." As a consequence the Insurers will indemnify each party as though a separate policy has been issued to each of them. Provided that:
- each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
  - the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.
- ### 3 Overseas Personal Liability
- The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or Employee of the Insured or family member of such partner director or Employee normally resident within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in the course of any journey or temporary visit to any other country made in connection with the Business.
- ### 4 Motor Contingent Liability
- The Insurer will indemnify the Insured in the terms of this Section against liability arising out of the use in connection with the Business of any vehicle not owned provided or being driven by the Insured but this Section does not cover liability:
- in respect of Damage to such vehicle
  - arising out of any such use in any country outside the European Union
  - incurred by any party other than the Insured
  - incurred by any party identified in **Extension 1** (Indemnity to Other Parties), **paragraph b**, other than an Employee
- For the purpose of this cover Exclusion 1 of this Section does not apply.
- ### 5 Health and Safety at Work - Legal Defence Costs
- The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of:
- costs and expenses incurred with the Insurer's written consent
  - costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business Provided that:
    - the proceedings relate to the health, safety or welfare of any person other than an Employee
    - the Insurer shall have the conduct and control of all the said proceedings and appeals.
- The Insurer will not pay for:
- fines or penalties of any kind
  - proceedings or appeals in respect of any deliberate act or omission
  - costs or expenses insured by any other insurance.
- ### 6 Data Protection
- a) The Insurer will indemnify the Insured and at the Insured's request any partner, director or Employee of the Insured against the sums which the Insured or any director, partner or Employee of the Insured become(s) legally liable to pay as compensation, under Section(s) 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for damage or distress caused in connection with the Business during the Period of Insurance
- Provided that the Insured is:
- a registered user in accordance with data protection legislation
  - not in business as a data processing bureau.
- b) The total amount payable including all costs and expenses under this paragraph in respect of all claims occurring during any one Period of Insurance is limited to £250,000
- c) The Insurer will not pay for:
- any Damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
  - any Damage or distress caused by any act of fraud or dishonesty
  - the costs and expenses of rectifying, rewriting or erasing data
  - liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
  - the payment of fines or penalties
- ### 7 Defective Premises Act 1972
- The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured
- The Insurer will not pay for:
- the cost of rectifying any Damage or defect in the premises or land disposed of
  - liability for which the Insured is entitled to indemnity under any other insurance.
- ### 8 Consumer Protection and Food Safety Acts - Legal Defence Costs
- The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:
- Part 2 of the Consumer Protection Act 1987 or
  - Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990
- committed or alleged to have been committed during the Period of Insurance in connection with the Business provided that the Insurer shall have the conduct and control of all the said proceedings and appeals.
- The Insurer will not pay for:
- fines or penalties of any kind
  - proceedings or appeals in respect of any deliberate act or omission
  - costs or expenses insured by any other policy.
- ### 9 Court Attendance Compensation
- If during the Period of Insurance any partner director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each:
- |                            |      |
|----------------------------|------|
| a) any director or partner | £250 |
| b) any Employee            | £150 |
- ### 10 Contractual Liability
- In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement the indemnity provided by this Section shall only apply if the sole conduct and control of any claim is vested in the Insurer provided that the Insurer shall not in any event provide indemnity:
- under Exclusion 9a of this Section except as stated therein
  - in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.
- ### 11 Professional Indemnity (Only operative if shown on your Insurance Schedule)
- The Insurer will indemnify:
- the Insured named in the Insurance Schedule
  - any Employee of the Insured
- against all amounts which the Insured or such Employee shall become legally liable to pay as compensation and claimants costs and expenses in respect of claims first made in writing against the Insured and notified to the Insurer during the Period of Insurance or within 30 days of the expiry of such Period of Insurance for breach of professional duty by reason of negligence, error or omission happening in connection with the Business and occurring



- i) during any Period of Insurance
- ii) within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Limit of Indemnity

The Insurer's liability in respect of all:

- a) compensation awarded
- b) legal costs recoverable from the Insured or Employee of the Insured by any claimant
- c) costs and expenses of litigation incurred with the Insurer's written consent for all claims first made against the Insured in any one Period of Insurance will not exceed £100,000 in the aggregate.

### Exclusions for the purposes of this extension

This extension does not cover:

- a) claims involving any allegation of libel or slander
- b) liability arising out of circumstances known to the Insured or to any Employee of the Insured prior to the commencement of the Period of Insurance
- c) claims made by any director or partner of the Insured or by any other person with a financial interest in the business
- d) liability arising from or caused by
  - i) neglect, error or omission in any diagnosis or medical or surgical treatment given, performed or administered by the Insured or any Employee of the Insured
  - ii) wilful, dishonest or fraudulent acts committed by the Insured or any Employee of the Insured
- e) fines, penalties or liquidated, punitive or exemplary damages
- f) liability arising in circumstances for which the Insured or any employee of the Insured is entitled to indemnity under any other insurance
- g) damages for breach of professional duty unless the action is brought against the Insured or any Employee of the Insured in a Court of Law in the Territorial Limits
- h) the Excess.

### 12 Corporate Manslaughter Legal Defence Costs Extension

Subject to the written consent and the control of the Insurers and subject to all other Conditions and Exclusions applicable to this Policy, the indemnity provided under this Policy is extended to indemnify the Insured, and if the Insured so requests, any Employee or director or partner of the Insured, in respect of legal costs incurred in the defence of any criminal proceedings brought, or in an appeal against, conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide, including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and/or subsequent legislation provided that an offence is alleged to have been committed during the Period of Insurance and in the course of the Business.

The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance.

This Extension shall not apply:

- a) to fines or penalties of any kind or the cost of implementing any remedial order or publicity order
- b) where indemnity is provided by any other Insurance.

### Exclusions

The Policy Exclusions apply to this Section and in addition it does not cover

- 1 Liability in respect of Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured.
- 2 Liability in respect of Injury or Damage arising in connection with work on or travel to or from Offshore Installations.
- 3 Liability in respect of:
  - a) fines, penalties or liquidated damages
  - b) punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.
- 4 Liability in respect of:
  - a) Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory
  - b) Pollution or Contamination occurring elsewhere unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance, and which was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution or Contamination.
- 5 Liability arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply in respect of the loading or unloading of such vehicle or the delivery or

collection of goods to or from such vehicle except where more specifically insured by any other policy.

- 6 Liability arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to float on or travel through water, air or space (other than hand-propelled watercraft).
- 7 Liability in respect of Damage to any property belonging to or in the charge or control of the Insured other than:
  - a) personal effects or vehicles of any partner, director or Employee of or visitor to the Insured
  - b) premises (and their contents) not belonging, leased, rented or hired to the Insured but temporarily in the charge of the Insured for the purpose of carrying out work
  - c) Premises (including their fixtures and fittings) leased, rented or hired to the Insured but this Section does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement.
- 8 Liability in respect of:
  - a) Damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the Insured
  - b) all costs of or arising from the need for reinstatement, making good, removal, repair, rectification, replacement or recall of
    - i) any such goods or property
    - ii) any defective work executed by or on behalf of the Insured except that **8a** and **8bi** above shall not apply to liability in respect of Damage to the said goods or property if such Damage is caused by or arises from:
      - 1) any alteration, repair or servicing work executed
      - 2) any other goods or property sold, supplied, delivered, installed or erected by the Insured under a separate contract.
- 9 In respect of Injury or Damage caused by or arising from Products
  - a) any liability which attaches to the Insured solely under the terms of an agreement other than:
    - i) under any warranty of goods implied by law
    - ii) under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury, loss or damage caused by Products entrusted to such carrier for transit by road rail or waterway
  - b) any Product installed or incorporated in any craft designed to travel in or through air or space
  - c) any claim made against the Insured in any country outside the European Union in which the Insured occupy premises or are represented by any resident Employee or holder of the Insured's power of attorney
  - d) any liability arising from any Products exported by the Insured to the United States of America or Canada.
- 10 Liability for Injury or Damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured other than where provided or performed in connection with any Product insured by this Section.
- 11 Liability in respect of Damage to any property:
  - a) comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured
  - b) against which the Insured are required to effect insurance under the terms of Clause 21.2.1 of the JCT (RIBA) Conditions of Contract or of any other contract condition requiring insurance of a like kind.
- 12 Liability arising from or as a consequence of any manual work carried out away from any Premises belonging, leased, rented or hired to the Insured other than delivery or collection.
- 13 Liability arising out of the re-homing of animals.
- 14 Liability in respect of bodily injury, property damage or medical expenses arising out of, resulting from, caused by, contributed to, or in any way related to any incident of any kind caused by any animal requiring registration under the Dangerous Dogs Act 1991 or the Dangerous Wild Animals Act 1976 or similar legislation or as amended. Unless stated to the contrary on the Insurance Schedule.
- 15 Any Excess as stated on your Insurance Schedule.
- 16 Liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
- 17 Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section 8 directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect.

## Section 8 - Public Liability, Products Liability and Professional Indemnity (cont.)

### Conditions

Policy Conditions 1 to 8, 10, 11, 21 and 22 apply to this Section and in addition the following:

#### 1 Alteration

If at any time anything shall occur or be done which materially affects the risk insured the Insured shall give immediate notice in writing to the Insurer.

#### 2 Discharge of Liability

The Insurer may pay to the Insured in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting there from any sums

already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence except for the amount of any costs and expenses incurred prior to the date of the payment.

#### 3 Other Insurances

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

## Section 9 - Care, Custody and Control of Animals

### Including:

#### 9a - Veterinary Fees

#### 9b - Death benefit

#### 9c - Loss by Theft, Straying or Deliberate Release

#### 9d - Loss of Boarding Fees

#### 9e - Advertising and Reward

#### 9f - Animals in Transit

#### 9g - Custodial Responsibility

### Definitions

**Animal** - Any dog(s), cat(s), rabbit(s), small mammal(s) or other animal(s) (as previously agreed by the Insurers in writing), and that are in Your care, custody and control or are otherwise your responsibility in the normal course of your Business or club activity as stated on your Insurance Schedule.

**Clinical Signs** - Changes in the Animal's normal healthy state, or its bodily functions or behaviour.

**Grooming** - Shampooing, cutting, clipping, stripping, drying an Animal's fur, nail trimming and ear cleaning.

**Illness** - Any changes to an Animal's normal healthy state, sickness, disease and mental or emotional disorder.

**Market value** - The price normally paid for an Animal of the same age, breed, sex, pedigree and breeding ability just before the injury or illness first showed Clinical Signs.

**Treatment** - Any examination, consultation, advice, test, X-ray, medication, surgery, nursing and care provided by a Veterinary practice or if instructed by a Vet, consultation and advice by a member of one of the following associations:

- Association of Chartered Physiotherapists in Animal Therapy
- McTimoney Chiropractic Association
- National Association of Animal Therapists

**Vehicle** - Any vehicle owned or operated by the Insured and used by the Business or activity as set out on the Insurance Schedule.

**Vet** - Registered Veterinary Surgeon qualified as MRCVS.

**Veterinary fees** - The fees that Vets in general or referral practices normally charge.

### Additional policy conditions which apply to the whole of Section 9

- 1 The Animal(s) covered under Section 9 must be:
  - a) being handled in the normal course of the Business or activity as the named insured/activity stated in the Insurance Schedule.
  - b) in the care, custody and control of the Boarding or Quarantine Establishment under the terms of Your Standard Boarding Contract.
- 2 The Insured must take proper care of the Animal whilst it is in their care and comply with the requirements of the Animal Welfare Act 2006 (or as amended) or any similar legislation.
- 3 The Insured must check the Animal and only accept it for boarding, quarantine, Grooming, training, hydrotherapy or any other treatment or activity if it is in good health.
- 4 If the Insured boards an Animal for quarantine, the Insured must arrange for examination of the Animal by a Vet within 48 hours of the time the Insured receives the Animal.
- 5 If Insurers or the Scheme Administrator needs information about the Animal from a Vet and the Vet charges, You or the Animal owner must pay the charge.
- 6 If the Insured requests to have the Vet's fees paid directly to the Vet who is about to treat the Animal or who has treated the Animal and the Vet asks for information about Your insurance coverage which relates to the claim, the Scheme Administrator will tell the Vet:
  - If the policy is currently in force
  - What the insurance covers, and
  - How Insurers calculate their payment

- 7 If the total number of Animals boarded at a commercial boarding kennels or cattery increases from the number shown on Your Insurance Schedule, the Insured must tell the Scheme Administrator immediately. If the Insured does not tell the Scheme Administrator, Insurers may only pay a percentage of any claims for Vet's fees or Death.
- 8 The Insured must arrange for a Vet to examine and treat the Animal as soon as possible after it has shown Clinical Signs of an injury or an Illness. The Scheme Administrator may direct You to a particular Vet.
- 9 If when a claim is made under this policy there is any other insurance policy in force under which the claim may be recoverable, it is deemed that the other policy is more specific and that this policy will only pay the difference in the Excesses up to the limit of the benefit stated in the Insurance Schedule under this Policy.
- 10 Where the Insured takes benefit of the Member to Member extension in Section 8 of this policy, any payment under this Section will not be an admission of liability by Insurers nor prejudice any action brought under Section 8 of this Policy.
- 11 Any payments are limited to the maximum amount stated on the Insurance Schedule less any Excess.

### Additional policy exclusions which apply to the whole of Section 9

- 1 Any Animal less than 8 weeks old.
- 2 Any Animal which has been boarded at a commercial animal boarding establishment or in the Insured's care custody and control for more than 31 consecutive days or for more than 6 months at any animal quarantine establishment.
- 3 Any benefit under the whole of Section 9 for Animals in statutory quarantine unless stated otherwise on your Insurance Schedule.
- 4 Strays, rescued Animals, any Animal owned by or the responsibility of a Local Authority, charity, any public body or any guard or security business unless stated on Your Insurance Schedule.
- 5 Any Animal which the Insured owns or for which the Insured is responsible for any reason not connected with the Insured's normal Business activities.
- 6 Any dogs used for guarding, racing or any commercial purpose unless stated on Your Insurance Schedule.
- 7 Any loss caused if the Insured breaks the United Kingdom or European Union laws or regulations, including those relating to animal health and importation.
- 8 Any sums of money expended by way of the Animal being confiscated or destroyed by government or public authorities, or under the terms of the Animals Act 1971 (or as amended) because it was worrying livestock.
- 9 Any sums of money expended because the Department for Environment, Food and Rural Affairs (DEFRA), or similar Government or Local Government body, have put restrictions on any Animal that the Insured is boarding.
- 10 Any sums of money expended resulting from any Illness set out in the following list unless the Animal is currently vaccinated against it and such vaccination is up to date.  
Dogs: Distemper, hepatitis, leptospirosis and parvovirus.  
Cats: Feline infectious enteritis and cat flu.  
Rabbits: Myxomatosis and viral haemorrhagic disease.
- 11 Any dog that must be registered under the Dangerous Dogs Act 1991 and the Dangerous Dogs (Amendment) Act 1997 (or as amended).
- 12 Legal expenses, fines and penalties connected with or resulting from a Criminal Court Case or Act of Parliament.
- 13 Indemnity if the death, injury or Illness results from You using any medicine not prescribed by a Vet.

- 14 Any death, injury or Illness which is deliberately caused by the Insured, the Insured's Employees' or family.
- 15 Any death, injury or illness caused by any other animal in the Insured's care custody and control.
- 16 Any Excess as stated on your Insurance Schedule.

## Section 9a - Veterinary Fees Cover

**The Insurer will pay the Insured for the cost of any Veterinary Fees for treatment incurred for an Illness or injury to an Animal(s) that first:**

- a) occurred or showed Clinical Signs whilst the Animal(s) was boarded with the Insured under the terms of the Insured's Standard Boarding Contract or otherwise in the Insured's care, custody and control, in connection with the Business or other activity as stated on the Insurance Schedule and occurring during the Period of Insurance.
- b) showed Clinical Signs within 72 hours of leaving Your care except in the case of 'kennel cough' where Insurers may at their absolute discretion extend this period.

### Additional policy exclusions which apply to Section 9a

- 1 Any payment exceeding the maximum benefit as stated on the Insurance Schedule.
- 2 The cost of any Treatment for:
  - a) an injury that happened or an illness that first showed Clinical Signs before the start of boarding, quarantine or otherwise in the care custody and control of the Insured or
  - b) an injury or illness that is the same as, or has the same diagnosis or Clinical Signs as an injury, illness or Clinical Sign the Animal had before the start of boarding, quarantine or otherwise in the Insured's care custody and control.
  - c) an injury or illness that is caused by, relates to, or results from an injury, illness or Clinical Sign the Animal had before the start of boarding, a Vet's first examination for quarantine or being in the care custody and control of the Insured no matter where the injury, Illness or Clinical Signs are noticed or happen in, or on, the Animal's body.
- 3 The cost of any Treatment which is carried out more than 30 days after the accident happened or the illness was first noticed.
- 4 The cost of any Treatment a Vet normally recommends in order to prevent injury or Illness.
- 5 The cost of treating any injury or Illness deliberately caused by the Insured, the Insured's employees, family or anyone living with the Insured.
- 6 The cost of having the Animal put to sleep, cremated, buried or otherwise disposed of.
- 7 Extra costs for non-essential hospitalisation and/or vet call out charges and/or treating the Animal outside usual surgery hours, unless the Vet believes an emergency consultation or Treatment was necessary.
- 8 The cost of general health improvers, prescription diet food (other than for a 7 day period for a specific illness after which such diets will be considered as preventative Treatment), killing and controlling fleas and any Treatment in connection with pregnancy or giving birth.
- 9 The cost of any Treatment, including cosmetic dentistry, that is carried out and that is not directly related to an injury or Illness.
- 10 The cost of vaccinations, spaying or castration.
- 11 The cost of dental Treatment unless recommended and carried out by the attending Vet in order to alleviate pain and suffering.
- 12 The cost of any Treatment if a claim has not been submitted within 60 days of the Animal receiving Treatment.
- 13 Any costs relating to training, behavioural, aggression, viciousness and sexual or hormonal problems unless directly resulting from an accident or Illness covered under this insurance.
- 14 Any costs for the administration of unlicensed veterinary products.
- 15 Any costs relating to the supply of special diets, housing or bedding needed for Treatment or general well-being of any pet.

**Section 9b - Death benefit** (following Injury, Illness or a defined event as set out in Section 1 of this policy)

### Cover

**The Insurer will pay the owner of the Animal upon receipt of their written request:**

- a) the death benefit, no greater than the amount stated on the Insurance Schedule, which in turn is restricted to the Basis of Settlement clause.

- b) the costs associated with an Animal dying or having to be put to sleep by a Vet as a result of an injury or Illness that happened or first showed Clinical Signs whilst in the care custody and control of the Insured in the course of their Business or other activity as defined on the Insurance Schedule.

### Basis of Settlement

Insurers will restrict payment to the owner of the Animal only up to the maximum death benefit per Animal stated in the Insurance Schedule, or:

- 1 The purchase price of an Animal up to 5 years old
- 2 The Market Value of an Animal aged 6 years or more, or
- 3 The Market Value of the Animal where there is no purchase receipt or formal proof of the amount paid, Whichever is the lesser amount, and:
- 4 The cost of euthanasia if the Animal is put to sleep, or
- 5 Any amount a Vet has expended by way of putting the Animal to sleep as a result of an injury that cannot be treated or an incurable Illness and the Vet believing it being inhumane to keep the Animal alive because of suffering. It is noted that Items 4 and 5 above may be claimed by either the Insured or the owner of the Animal, but not both.

### Additional policy exclusions which apply to Section 9b

- 1 Any indemnity if the death results from injury or Illness that:
  - a) first showed Clinical Signs, the same diagnosis of an injury or Illness before the Animal came into the Insured's care, custody or control, or
  - b) is the same as, or has the same diagnosis or Clinical Signs of an injury, Illness or Clinical Sign the Animal had before the Animal came into the Insured's care custody and control, or
  - c) is caused by, relates to or results from, an injury, Illness or Clinical Sign the Animal had before the Animal came into the Insured's care custody and control or before a Vet's first examination for quarantine, no matter where the injury, Illness, or Clinical Signs are noticed or happen in, or on, the Animal's body
- 2 The cost of cremation, burial or disposal.
- 3 Any sum of money that the Insured may have made to or arranged to pay to the Animal's owner.

## Section 9c - Loss by Theft, Straying or Deliberate Release

### Cover

**The Insurer will pay the Insured for associated costs up to the limit shown on the Schedule of Insurance if:**

- a) an Animal is stolen, strays or goes missing, or
- b) if extenuating circumstances require the deliberate release of the Animals due to an event defined under Section 1 of this policy to save them from potential death or injury and following which the Animal(s) are not recovered, Insurers will pay:
  - i) the purchase price of an Animal up to 5 years old,
  - ii) the Market Value of an Animal aged 6 years or more, or
  - iii) if there is no purchase receipt or formal proof of the amount paid for an Animal Insurers will pay the Market Value, whichever is the lesser amount.

### Additional policy conditions that applies to Section 9c

- 1 If the Animal is found or returns, the Insured must repay to Insurers the full amount that Insurers have paid to the Insured.
- 2 As soon as the Insured discovers the Animal is missing, the Insured must tell:
  - a) the police and ask for the crime reference number or written confirmation of their report, and
  - b) all the Vets within a reasonable distance of the area where the Animal was last seen.

### Additional policy exclusion which applies to Section 9c

- 1 Any recompense and/or indemnity if the Insured has freely parted with the Animal, even if tricked into doing so.

## Section 9d - Loss of Boarding Fees

Only Applicable to Commercial Animal Boarding

### Cover

**The Insurer will pay the Insured the difference between the Insured's published boarding or quarantine fees and the amount the Insured decides to charge the client from the first date of boarding or quarantine to the date of the death, theft or loss of the Animal up to an amount no greater than the maximum benefit stated on the Insurance Schedule.**

## Section 9 - Care, Custody and Control of Animals (cont.)

### Additional policy exclusions which apply to Section 9d

- 1 Any indemnity if the death results from:
  - a) an injury that happened or an illness that first showed Clinical Signs before the start of boarding, quarantine or otherwise in the care custody and control of the Insured or
  - b) an injury or illness that is the same as, or has the same diagnosis or Clinical Signs as an injury, illness or Clinical Sign the Animal had before the start of boarding, quarantine or otherwise in the Insured's care custody and control.
  - c) an injury or illness that is caused by, relates to, or results from an injury, illness or Clinical Sign the Animal has before the start of boarding, a Vets first examination for quarantine or being in the care custody and control of the Insured no matter where the injury, illness or Clinical Signs are noticed or happen in, or on, the Animal's body.

### Section 9e - Advertising and Reward

#### Cover

The Insurer will pay the Insured up to the limit shown on the Insurance Schedule for:

- a) the cost of advertising if the Animal is stolen or goes missing during the Period of Insurance and whilst in the Insured's care, custody and control in the normal course of the Insured's Business or other activity as defined on the Insurance Schedule.
- b) the reward that the Insured has offered and paid for recovery of the Animal if it is stolen or goes missing during the Period of Insurance and whilst in the Insured's care, custody and control in the normal course of the Insured's Business or other activity as defined in the Insurance Schedule.

### Additional policy exclusions which apply to Section 9e

- 1 Any reward that is not agreed in writing by the Scheme Administrator before advertisements are placed.
- 2 Any reward not supported by a signed receipt giving the full name and address of the person who found the Animal unless otherwise agreed by the Scheme Administrator.
- 3 Any reward paid to:
  - a) the owner of the Animal
  - b) a person employed by the Insured,
  - c) an ex-employee of the Insured,
  - d) a member of the Insured's Family, or
  - e) someone who lives with the Insured.

### Section 9f - Animals in Transit

#### Additional Policy definition which applies to Section 9f

**Territorial Limits** - Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, including ferry crossings between these territories.

#### Cover

The Insurer will pay the Insured for costs up to the maximum benefit stated in the Insurance Schedule and as set out under Sections A to E above whilst the Animal is in transit for any reason associated with the Business or activity detailed in the Insurance Schedule by any means of non-professional road transit within the Territorial Limits, including coverage:

- a) whilst loading and unloading Animals, and
- b) for accompanying accoutrements and up to a further £500 on production of the relevant purchase invoice.

### Additional Policy conditions which apply to Section 9f

#### 1 Vehicle Protections

Whenever Property Insured is left in unattended Vehicles, the Insured must ensure that:

- a) all security locks, alarms and other security devices are maintained in an efficient working condition, and
- b) all reasonable measures are taken to ensure that property/Animals insured are kept in secure conditions in any attended Vehicle with adequate heating and ventilation and in accordance with The Animal Welfare Act 2006 (or as amended).

### Section 9g - Custodial Responsibility

#### Cover

The Insurer will pay the Insured up to the limit stated in the Insurance Schedule in respect of costs and expenses incurred in defending or settling any claim for negligence made against the Insured by any person utilising the services supplied by the Insured under the normal contract or conditions of Business of the Insured as stated on the Insurance Schedule. And, pay (up to the limit stated in the Insurance Schedule):

- a) any compensation, in settlement of the claimants' claim, and
- b) the claimants' costs and expenses in bringing the claim.

### Additional Conditions applicable to this Section 9g

The Insured must:

- 1 Not admit responsibility or agree to pay any monies or enter any negotiations with the Claimant or any person representing the Claimant regarding the incident.
- 2 Immediately notify and send to the Scheme Administrator any letter, writ, summons or particulars of claim.
- 3 Not reply to any correspondence from the Claimant or the Claimants representatives without the prior written consent of the Scheme Administrators.
- 4 Supply the Insurers via the Scheme Administrators with all information that they may reasonably request in relation to the incident.
- 5 Allow the Insurers or the Scheme Administrators to take charge of the claim and to prosecute it on the Insured's behalf for the Insurers' benefit.

### Additional Policy Exclusions applicable to this Section 9g

- 1 Any claim that is payable under another Section of this Policy or is recoverable under any other insurance.
- 2 Any fines penalties or exemplary damages
- 3 Any expenditure that the Insured incurs that has not been previously agreed in writing by the Scheme Administrator.
- 4 Any Excess as stated on your Insurance Schedule.
- 5 Any claim for any incident that occurred before this Insurance was taken out.
- 6 Any claim that has not been notified to the Scheme Administrator during the Policy Period in which it occurred

## Claims handling procedure for Sections 1 to 8

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify The Scheme Administrator, Brooks Braithwaite (Sussex) Ltd, 4 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex RH16 1TX  
Telephone 0345 982 5499.  
Email enquiries@brooksbraithwaite.com promptly.

Please provide full details of the claim, and your policy reference (if available) at notification of the claim.

- We recommend you check that the accident, loss or damage is covered by your policy. If you are in any doubt please consult the Scheme Administrator, Brooks Braithwaite (Sussex) Ltd
- You should comply with the requirements for claim notification contained in the policy conditions, which details your obligations and our rights in the event of a claim. If you are in any doubt please consult the Scheme Administrator, Brooks Braithwaite (Sussex) Ltd
- You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim
- If emergency work has been completed on your own authority please contact the Scheme Administrator, Brooks Braithwaite (Sussex) Ltd before permanent repairs begin
- Please do not dispose of damaged items before we have had the opportunity to inspect them
- You should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime book reference from them
- Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else
- If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should promptly notify the Scheme Administrator Brooks Braithwaite (Sussex) Ltd, and send any letters, writs or summons to them unanswered
- Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
  - forward a claim form for you to complete and sign
  - appoint an independent Loss Adjuster to deal with your claim
  - arrange for one of our Claims staff to visit you
  - reply to you via your Scheme Administrator Brooks Braithwaite (Sussex) Ltd by letter or by telephone.

## Claims handling procedure for Section 9

### In the event of any claim

Please phone the Scheme Administrator's Customer Care Centre on 0345 982 5499 for a claim form.

Once completed it should be submitted to the Scheme Administrator within 60 days of the Animal's Treatment.

Please note that:

- 1 Supporting claim documentation must include a copy of the Boarding Contract
- 2 Insurers will not pay for the production of any supporting documentation that may be required

### How to claim

Review the particular sections and identify the section which applies to the situation and follow the instructions. If in any doubt as to how and when to claim, contact the Scheme Administrator on 0345 070 1064.

### Section 9a - Veterinary Fees

#### How to claim

Fill in the claim form, collate all detailed and itemised invoices to support the amounts that you are claiming and send it in to the Scheme Administrator.

#### When to claim

The claim must be submitted within 60 days of the animal receiving or completing treatment.

### Section 9b - Death from Injury or Illness

#### How to claim

Complete the claim form and send it to the Scheme Administrator with:

- a death certificate from a Vet
- the pedigree certificate, purchase receipt and claim letter from the Animal's owner if they wish to claim a death benefit, and
- if you are claiming for euthanasia when directed and carried out by the attending Vet to alleviate pain and suffering, the Vet's receipt

### Section 9c - Loss by Theft or Straying

#### How to claim

Complete the claim form and send it to the Scheme Administrator with:

- the pedigree certificate and
- a copy of the purchase receipt.

**Section 9d - Loss of Boarding Fees** (Applicable to commercial boarding kennels, catteries, rabbit and other small mammal hotels only).

#### How to claim

Complete the claim form and send it to the Scheme Administrator.

### Section 9e - Advertising and Reward

#### How to claim

Any proposed reward needs to be approved by the Scheme Administrator prior to the placement of any advertisement. The Scheme Administrator will then send you a claim form.

Complete the claim form and send it to the Scheme Administrator with

- invoices and receipts to show the costs involved
- the receipt for any reward you paid.

### Section 9f - Animals in Transit

#### How to claim

Complete the claim form and send it to the Scheme Administrator.

### Section 9g - Custodial Responsibility

#### How to claim

Notify the Scheme Administrator by telephone immediately you become aware of any potential claim. **Do not enter into any correspondence or communication with the Claimant.**

## Complaints Procedure

### For Section 1 to 8

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. If you have a complaint which relates to either your policy or to a claim which you have submitted under your policy then please raise this in the first instance with the Scheme Administrator who will arrange for your complaint to be forwarded onto your insurer. The Scheme Administrator contact details are:

Brooks Braithwaite (Sussex) Ltd  
4 Bridge Road Business Park  
Bridge Road  
Haywards Heath  
West Sussex  
RH16 1TX  
Telephone: 0345 982 5499  
Email: [enquiries@brooksbraithwaite.com](mailto:enquiries@brooksbraithwaite.com)

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt your insurer will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

If after making a complaint You are dissatisfied with your insurers "Final response" (or if Your complaint remains unresolved after 8 weeks of initially telling Us) You may be able to refer Your complaint to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service,  
Exchange Tower,  
Harbour Exchange Square,  
London  
E14 9SR.  
Tel: 0800 023 4567 (for landline users)  
0300 123 9123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS may review Your complaint subject to certain eligibility criteria

Further details of the FOS can be obtained from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst We are bound by the decision of the FOS You are not.

Following the Complaints procedure does not affect Your right to take legal action.

### For Section 9

Our aim is to get right, first time, every time. If you have a complaint we will try to resolve it straight away. If we are unable to the Scheme Administrator, Brooks Braithwaite (Sussex Ltd), will confirm they have received your complaint within five working days and do their best to resolve the problem within four weeks. If they cannot they will let you know when an answer may be expected. If Brooks Braithwaite (Sussex) Ltd have not resolved the situation within eight weeks they will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service. If you have a complaint please contact the Customer Satisfaction Manager at:

Brooks Braithwaite (Sussex) Ltd  
4 Bridge Road Business Park  
Bridge Road  
Haywards Heath  
West Sussex  
RH16 1TX.  
Telephone: 0345 982 5499  
Email: [enquiries@brooksbraithwaite.com](mailto:enquiries@brooksbraithwaite.com)

**You have the right to refer your complaint to the Financial Ombudsman, free of charge - but you must do so within six months of the date of the final response letter.** If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service,  
Exchange Tower,  
London  
E14 9SR.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online.

If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. Visit [ec.europa.eu/odr](http://ec.europa.eu/odr) to access the Online Dispute Resolution Service.

Please quote our e-mail address: [enquiries@brooksbraithwaite.com](mailto:enquiries@brooksbraithwaite.com)  
Alternatively, you can contact the Financial Ombudsman Service directly.

## Compensation Scheme

The Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from this Scheme if an insurer is unable to meet its obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or by telephoning 020 7741 4100 and on their website [www.fcsc.org.uk](http://www.fcsc.org.uk)

## How we use your personal information

Brooks Braithwaite (Sussex) Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - [www.brooksbraithwaite.com/privacy-policy-legal-notice/](http://www.brooksbraithwaite.com/privacy-policy-legal-notice/). If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

## How Allianz use personal information

For information about how Allianz Insurance plc use your personal data, you can find a copy of the Fair Processing Notice at [www.allianz.co.uk](http://www.allianz.co.uk).

Alternatively, you can request a printed version by calling 0330 102 1837, by email [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk) or by writing to the Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB.

## How Ecclesiastical use personal information

For information on how Ecclesiastical use your personal data and your rights in relation to your personal data please refer to their Privacy Policy at [www.ecclesiastical.com/privacypolicy](http://www.ecclesiastical.com/privacypolicy) or contact their Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on 0345 6073274 or email [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com)

## Automatic Renewals

In order to maintain your insurance cover, unless you have cancelled your policy or we have written to you otherwise, we will automatically renew your policy on the renewal date, we will write to you at your last known address confirming this in advance of your renewal.

- If you pay the annual premium by direct debit, we will continue to collect your direct debit payments as shown on the Confirmation of the set-up of your Direct Debit Instruction.
- If you have chosen to pay your annual premium in full by cheque or credit/debit card, we will enclose an invoice for the annual premium with your renewal documents.

If you do not want to renew your insurance, please contact us on or before your renewal date.

**Brooks Braithwaite (Sussex) Ltd**

**Animal Risk Management Specialists**

4 Bridge Road Business Park, Bridge Road,  
Haywards Heath, West Sussex RH16 1TX

**Tel:** 0345 982 5499

**Email:** [enquiries@brooksbraithwaite.com](mailto:enquiries@brooksbraithwaite.com)

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