

# BrooksBraithwaite

(Sussex) LTD

Part of the Petcover<sup>®</sup> Group

## Policy Terms and Conditions

This booklet contains your Policy Terms and Conditions.  
Please read in conjunction with your Schedule and Summary of  
Cover to understand the cover for you.

# Hello and thank you for choosing Brooks Braithwaite

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Brooks Braithwaite is part of the Petcover Group. We specialise in animal risks and pet insurance to ensure we really understand and cater for your needs.

Brooks Braithwaite (Sussex) Ltd is a specialist insurance intermediary and we provide products tailored specifically for animal related risks.

Having been established in February 1979, we have over 40 years' experience in assisting our client's in obtaining the insurance cover they require.

As a company we aim for excellence in all areas of our business to business, & business to client relations and consequently have numerous satisfied clients.

This booklet contains the cover your policy provides. If there is anything you don't understand please let us know, or if you have any questions, problems or any feedback please contact us.

This Insurance is underwritten by Ecclesiastical Insurance Office plc.

This Insurance is issued by Brooks Braithwaite (Sussex) Ltd in accordance with the authorisation granted to them under the Binding Authority Agreement with Ecclesiastical Insurance Office plc..

Brooks Braithwaite (Sussex) Ltd is authorised and regulated by the Financial Conduct Authority (FCA) under reference number: 304839. Registered Office: 4 Bridge Road Business Park, Haywards Heath, West Sussex, RH16 1TX.

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.

# Contents

## Policy Terms and Conditions

Policy Introduction	7
Renewing this insurance	7
Cancelling	7
Policy Definitions	9
Policy Conditions	11
Insuring Clause	11
Policy Exclusions	16
Section 1 - Property Damage	19
Definitions	19
Cover	19
Events	19
Basis of Settlement	20
Automatic Reinstatement	20
Basis of Settlement - Adjustments	20
Exclusions	24
Conditions	24
Section 2 - Business Interruption	25
Definitions	25
Cover	25
Events	25
Basis of Settlement	27
Material Damage Proviso	27
Automatic Reinstatement	27
Revenue Items	27
Basis of Settlement - Adjustments	27
Extensions	28
Exclusions	28
Conditions	28
Section 2a - Loss of Licence	29
Definitions	29
Cover	29
Exclusions	29
Conditions	29
Section 3 - Money	30

Definitions	30
Cover	30
Basis of Settlement	30
Automatic Reinstatement	31
Scale of Compensation	31
Basis of Settlement - Adjustments	31
Exclusions	31
Conditions	31
Section 4 – Own Goods in Transit	33
Definitions	33
Cover	33
Basis of Settlement	33
Automatic Reinstatement	33
Basis of Settlement – Adjustments	33
Exclusions	33
Conditions	33
Section 5 - Specified All Risks	35
Definitions	35
Cover	35
Basis of Settlement	35
Automatic Reinstatement	35
Basis of Settlement – Adjustments	35
Exclusions	35
Conditions	36
Section 6 - Frozen Food	37
Cover	37
Basis of Settlement	37
Exclusions	37
Section 6a - Loss or Theft of Keys	38
Cover	38
Exclusions	38
Section 7 - Employers' Liability	39
Definitions	39
Cover	40
Limit of indemnity	40
Extensions	40

Exclusions	41
Section 8 - Public Liability, Products Liability and Professional Indemnity	42
Definitions	42
Cover	43
Limit of indemnity	44
Extensions	44
Exclusions	46
Section 9 - Care, Custody and Control of Animals	49
Definitions which apply to the whole of Section 9	49
Exclusions which apply to the whole of Section 9	49
Conditions which apply to the whole of Section 9	50
Vet Fees	50
Cover for Vet Fees	50
Exclusions which apply to Vets Fees	50
Death	51
Cover for Death	51
Basis of Settlement	51
Exclusions which apply to Death	51
Theft & Straying	51
Cover for Theft & Straying	51
Exclusions which apply to Theft & Straying	51
Conditions which apply to Theft & Straying	51
Loss of Boarding Fees	51
Cover for Loss of Boarding Fees	51
Exclusions which apply to Loss of Boarding Fees	52
Advertising and Reward	52
Cover for Advertising and Reward	52
Exclusions which apply to Advertising and Reward	52
Animals in Transit	52
Definitions for Animals in Transit	52
Cover for Animals in Transit	52
Conditions which apply to Animals in Transit	52
Custodial Responsibility	52
Cover for Custodial Responsibility	52
Exclusions which apply to Custodial Responsibility	52
Conditions which apply to Custodial Responsibility	52

Claims handling	53
If your claim is for property damage, business interruption, money, own goods in transit, specified all risks, or frozen food:	53
If your claim is for employers liability, public liability, products liability or professional indemnity:	53
If your claim is for care, custody & control of animals:	54
Making A Complaint	55
Compensation Scheme	55
How we or the insurers use your personal information	56
How we use your personal information	56
How Ecclesiastical use your personal information	56

## Policy Introduction

The policy is divided into a number of sections. Your schedule will show you which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

This document details policy definitions, policy conditions, policy exclusions and sections. Each section may include definitions, conditions and exclusions unique to the section which should be read in conjunction with the policy definitions, policy conditions and policy exclusions.

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.

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 make a fair presentation of the risks to be insured when you take out, make changes to and renew your policy.

Please note that you are required to inform Brooks Braithwaite 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.

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 the insurer will do so as described within the policy condition 17 policy cancellation contained within the policy.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. Please retain the latest schedule with your policy terms and conditions together with any special notices we send you about the policy.

## Renewing this insurance

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 (email or post) 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 your Payment Information.
- If you have chosen to pay your annual premium in full by 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.

## Cancelling

### 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 emailed or posted to the insured.

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 premiums**

If you have entered into an agreement with Brooks Braithwaite to pay your premium monthly by Direct Debit and any payments are missed, then we will contact you to discuss your options and agree arrangements to help you pay any amount owed.

If you do not pay any amount owed within the agreed timescale, we will cancel your policy back to the last day you have paid for cover. All cover will stop from that date and no further claims will be paid.



## Policy Definitions

- Building(s):** Shall mean the buildings, outbuildings, annexes, conveniences, extensions and substations at the **Premises** and shall include:
- 1) 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;
  - 2) tenants' improvements, landlord's fixtures and fittings, walls, gates and fences;
  - 3) and so far as they are not otherwise insured and for which the **Insured** is responsible:
    - a) piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains;
    - b) fixed glass and sanitaryware;
    - c) small outside buildings, including staff residential portacabins, office storage, annexes, gangways, and other small structures;
    - d) extensions communicating with the buildings;
    - e) roads, car parks, yards, paved areas, pavements and footpaths;
    - f) fixed security cameras and fixed lights;
    - g) fixed fuel oil tanks and fixed diesel tanks;
    - h) the following items fixed to the buildings:
      - i) wind turbines less than 10kW generating capacity;
      - ii) solar panels less than 50kW generating capacity;
      - iii) photovoltaic panels less than 50kW generating capacity;
- up to a limit of £20,000 in total for all claims in the **Period of Insurance**.
- Unless stated otherwise buildings are brick, stone or concrete built and roofed with slates, tiles, concrete, metal, asphalt or sheets or slabs composed of incombustible mineral ingredients.
- Business:** The business or activity as described on **Your Schedule**.
- Contents:** 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 described on **Your Schedule**) whilst in or on the **Buildings**, including:
- 1) alterations and decorations;
  - 2) fixed glass and sanitaryware (where **You** are responsible as tenant);
  - 3) contents in the open yards;
  - 4) deeds, documents, manuscripts and business books, but only; for the cost of the materials and clerical labour expended in reproducing such records;
  - 5) 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;
  - 6) patterns, models, moulds, plans or designs;
  - 7) 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.
- Computer System:** Any computer, hardware, 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.
- Cyber Act:** 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**.
- Cyber Incident:**
- 1) 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
  - 2) 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**;
- Data:** 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 <b>Property</b> .
<b>Excess:</b>	The first part of each and every claim, for which the <b>Insured</b> is responsible, specified on <b>Your Schedule</b> .
<b>Geographical Limits:</b>	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
<b>Insured/You/Your:</b>	The insured <b>Business</b> or individual named and shown on <b>Your Schedule</b> .
<b>Insurer(s):</b>	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.
<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 <b>Insured</b> or for which the <b>Insured</b> are responsible.
<b>Period of Insurance:</b>	Period from the effective date to the renewal date as shown on <b>Your Schedule</b> .
<b>Policy:</b>	This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document.
<b>Premises:</b>	Address as stated on <b>Your Schedule</b> and as may be more fully described on <b>Your Schedule</b> or any specific policy document.
<b>Property/Property Insured:</b>	<b>Buildings, Contents, Stock</b> and other items shown and/or described on <b>Your Schedule</b> . The <b>Insurer</b> agrees to accept the heading under which any <b>Property</b> or other item has been entered in the books of the <b>Insured</b> .
<b>Schedule:</b>	The document stating the operative <b>Section(s)</b> You have chosen, the <b>Period of Insurance</b> and details <b>Your Business</b> , the limit of liability or <b>Sum Insured</b> and or <b>Total Sum Insured</b> and or insurance provided under the <b>Section(s)</b> .
<b>Section/Sections:</b>	The parts of this <b>Policy</b> that detail the insurance cover provided by this <b>Policy</b> .
<b>Stock:</b>	All stock and materials in trade belonging to the <b>Insured</b> or held by the <b>Insured</b> in trust and for which the <b>Insured</b> is responsible, whilst in the <b>Building(s)</b> .
<b>Sum Insured:</b>	The maximum amount the <b>Insurer</b> will pay for each item insured under any <b>Section</b> .
<b>Total Sum Insured:</b>	The total amount payable by the <b>Insurer</b> under any <b>Section</b> .
<b>Unattended:</b>	Where there is no one allocated responsibility for keeping the <b>Property</b> and or vehicle under observation with a reasonable prospect of preventing any unauthorised interference.
<b>Unoccupied:</b>	Any <b>Building</b> or part of any <b>Building</b> which is empty or not in use by the <b>Insured</b> or any tenant of the <b>Insured</b> for more than 30 consecutive days. However, any building which is not in use, but forming part of the greater overall <b>Property</b> at the <b>Insured's</b> address, shall for the purposes of this definition deemed to be occupied.
<b>We/Us/Our</b>	Brooks Braithwaite (Sussex) Ltd, acting on behalf of <b>Insurers</b> . Brooks Braithwaite (Sussex) Ltd is registered in England and Wales under number 1416900, and is authorised and regulated by the Financial Conduct Authority under reference number 304839.

## Insuring clause

In consideration of payment of the premium the **Insurers** will provide insurance against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with **Your Business** during the **Period of Insurance**, or any subsequent period for which the **Insurers** agree to accept a renewal premium.

## Policy Conditions

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

### 1) Duty of fair presentation

**You** must ensure that a fair presentation of the risks to be insured is made to **Us**.

In the event of misrepresentation, misdescription or non-disclosure of any material fact or circumstance the **Insurer** may void the **Policy** and retain any premium paid where such misrepresentation, misdescription or non-disclosure is deliberate or reckless.

Where such misrepresentation, misdescription or non-disclosure is not deliberate or reckless the **Insurer** may at their option:

- a) void the **Policy** and refund to **You** any premium paid if they would have not entered into this **Policy** on any terms had clear representation, description and disclosure been made;
- b) proportionately reduce the amount to be paid on any claim if they would have entered into this **Policy** for a higher premium;  
The reduction in claim payment will represent the percentage difference between the premium **You** have paid and the premium they would have charged **You** had clear representation, description and disclosure been made;
- c) impose additional terms on this **Policy** if they would have entered into this **Policy** on such additional terms had clear representation, description and disclosure been made.

The **Insurer** may apply these additional terms to **Your Policy** with effect from inception.

### 2) Reasonable care

It is a condition that **You** shall:

- a) take all reasonable precautions to prevent **Damage**, accident, illness and disease;
- b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with;
- c) maintain the **Premises** works, machinery and plant in sound condition.

### 3) Alteration of risk

If after the start of this insurance there is a change to the **Property Insured** or **Your Business** which materially increases the risk of **Damage**, accident or liability **You** must tell the **Insurers** as soon as is reasonably possible.

This includes:

- a) a change in use of the **Premises**;
- b) where **Your** interest ceases except by will or operation of law;

- c) where an administrator or a liquidator or receiver is appointed or where **You** enter into a voluntary arrangement or any other arrangement with **Your** creditors.

The **Insurers** will then be entitled to cancel the **Policy** from the date of the alteration or impose special terms or charge an additional premium.

Additional requirements apply under the 'Unoccupied buildings' policy condition.

### 4) Claims – Your duties

When an incident occurs that may result in a claim it is a condition precedent to the **Insurer's** liability that **You** shall:

- a) take and permit to be taken all practicable steps to recover **Property** lost and otherwise minimise the claim;
- b) tell the police as soon as is reasonably possible if the **Damage** is caused by thieves malicious persons vandals or as a result of riot, civil commotion, strikes or labour disturbances;
- c) tell the **Insurers** as soon as **You** become aware;
- d) within 30 days (21 days for **Damage** by riot, civil commotion, strikes or labour disturbances) give the **Insurer** at **Your** expense any information (which may include a statutory declaration of the truth of the claim or any matter connected with it) they require and continue to provide them with any information and assistance they require before or after they pay **Your** claim under the **Policy**;
- e) not make or allow to be made on **Your** behalf any admission offer promise payment or indemnity without the **Insurer's** written consent;
- f) forward to the **Insurer's** every letter, claim, writ and summons immediately upon receipt without acknowledgement and advise the **Insurer** in writing as soon as **You** have any knowledge of any impending prosecution, inquest or inquiry in connection with that event;
- g) retain and preserve any **Damaged Property** and make it available for the **Insurer's** inspection for a period of 30 days (or other period agreed by them in writing) commencing from the date the loss was notified to the **Insurer**.

**You** must also comply with any additional conditions in any applicable **Section** of the **Policy**.

### 5) Claims - Our rights

The **Insurer** may:

- a) start, take over, defend and have sole conduct of any legal action in **Your** name;
- b) prosecute in **Your** name for their benefit any claim for indemnity or damages  
The **Insurer** will have full discretion in the conduct and settlement of any such action;
- c) enter any **Building** where **Damage** has occurred and take and keep possession of any **Property Insured** by this **Policy**.  
The **Insurer** will not accept **Property** abandoned to them.

This **Policy** shall be proof that **You** have authorised the **Insurer's** rights under this condition.

Additional conditions can be found in specific **Sections**

of the **Policy**.

## 6) Contribution by other insurance policies

**a)** All **Sections** except those detailed separately below  
If at the time any claim arises under this **Policy** there is any other insurance in force whether effected by **You** or not covering the same **Damage**, loss, expense or liability the **Insurer** shall not be liable for more than their rateable proportion.

If such other insurance is subject to any condition of underinsurance this **Policy** if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner;

**b)** Money Liabilities Professional indemnity  
If at the time of any claim arising under this **Policy** **You** are or would but for the existence of this **Policy** be entitled to indemnity under any other policy or policies the **Insurer** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

## 7) Fraudulent claims

If a claim made by **You** or anyone acting on **Your** behalf or any other person claiming to obtain benefit under this **Policy** is fraudulent or exaggerated whether ultimately material or not or if any **Damage** is caused by **Your** wilful act or with **Your** connivance the **Insurer** may at their option:

- a)** repudiate the claim;
- b)** recover any payments already made by them in respect of the claim;
- c)** cancel the **Policy** from the date of the fraudulent act and retain the premium due for the unexpired **Period of Insurance** from the date of cancellation up to the renewal date.

If the **Insurer** cancels the **Policy** they will notify **You** in writing by special delivery to **Your** last known address.

## 8) Unoccupied buildings

It is a condition precedent to the **Insurer's** liability that:

**a)** when a building or part of a building insured by this **Policy** becomes **Unoccupied** or when an **Unoccupied** building or part of a building is again occupied **You** must tell **Us** as soon as is reasonably possible.

Upon any alteration as described above the **Insurer** may at their option:

- i)** amend the terms and conditions that apply to such buildings and charge an additional premium;
  - ii)** cancel the cover for any affected buildings;
  - iii)** cancel the **Policy** in accordance with the 'Cancellation' policy condition.
- b)** in respect of any building or part of a building which becomes **Unoccupied**;
- i)** **You** must turn off electricity, gas and water supplies at the mains and drain down all water systems other than those required to maintain intruder alarm, fire alarm and sprinkler installations or other fire suppression security or other risk protection systems or devices;
  - ii)** **You** must remove all waste and unfixed

combustible materials both internally and externally from such buildings;

- iii)** **You** must maintain in full and efficient working order and keep operational all alarms, sprinkler installations, fire suppression systems locks and all other protective and security devices, including perimeter security protection at the **Premises**;
- iv)** where there is a sprinkler system, water mist system or other similar water based fire suppression system **You** must maintain the central heating system to prevent freezing and:
  - 1)** the system should be inspected to ensure it is operating correctly whenever such buildings are inspected;
  - 2)** the temperature throughout the building must be maintained at no less than 7 degrees Centigrade (45 degrees Fahrenheit);
  - 3)** the system must be serviced and maintained at least annually by an appropriately qualified engineer;
- v)** **You** must undertake an internal and external inspection of such buildings at least every 7 days and rectify as soon as is reasonably possible any defects in the fabric of the building or the security or fire protection installations. A record of inspections including remedy of any defects must be maintained;
- vi)** **You** must permanently seal shut the letterbox. Where the letterbox cannot be sealed shut **You** must fit a metal box or cage to the inside of the letterbox aperture and remove the post from it whenever such buildings are inspected;
- vii)** **You** must tell the **Insurers** as soon as is reasonably possible if such buildings are to be occupied by contractors for any alterations, renovations conversions or repairs;
- viii)** in addition, to the claims condition that requires **You** to tell the **Insurers** as soon as **You** become aware of an incident that may result in a claim **You** must also tell the **Insurers** as soon as **You** become aware of any illegal entry to the **Premises** whether or not any **Damage** has occurred;
- ix)** **You** must review and update **Your** risk assessment (including the fire risk assessment) of such buildings to reflect the change in risk.

Unless otherwise agreed by the **Insurer** in writing

**We** will not cover any **Damage** arising while **You** are not in compliance with this condition but this does not apply if **You** can prove that the non-compliance had no impact on the loss.

## 9) Security

It is a condition precedent to the **Insurer's** liability for **Damage** at or to the **Premises** that all locks, bolts and other protective devices fitted to the **Premises** be put into full use whenever the **Premises** are closed for **Business** and are not attended by **You** or an authorised person for the purpose of the **Business**.

Where the **Premises** are occupied by **You** for **Business** and residential purposes:

- a)** The **Business** portion must be secured as outlined above outside of working hours of the **Business**;
- b)** The residential portion must be secured as outlined

above when this portion is unattended by **You** or **Your** family or other authorised persons.

Any additional security conditions that apply will be detailed on **Your Schedule** if applicable.

The **Insurer** will not cover any **Damage** arising while **You** are not in compliance with this condition but this does not apply if **You** can prove that the non-compliance had no impact on the loss.

### 10) Fire extinguishing appliances

Where **You** are required to provide fire extinguishing appliances to comply with the Regulatory Reform (Fire Safety) Order 2005 (applicable in England and Wales) or the Fire Scotland Act (2005) and / or any similar or replacement legislation or **You** have otherwise provided fire extinguishing appliances upon which others may rely, **You** must have all such appliances inspected and maintained under an annual service contract with a specialist contractor or otherwise competent person.

### 11) Fire alarm installations

Definition specific to this condition

#### Keyholder(s):

Means

- a) **You** or any person; or
- b) keyholding company approved by the NSI or SSAIB for keyholding and response services or approved by the **Insurers**

authorised by **You** who is available at all times to accept notification of faults or alarm signals relating to the automatic fire alarm and attend and allow access to the **Premises**.

It is a condition precedent to the **Insurer's** liability that where any **Premises** is protected by an automatic fire alarm installation that:

- a) the installation (including any automatic alarm transmission path) shall be maintained in full and efficient working order at all times and all reasonable steps taken to prevent **Damage** to the installation;
- b) an undertaking shall be in force with engineers who are LPS 1014 or BAFF SP203 approved (or engineers as otherwise accepted by the **Insurer**) to maintain the automatic fire alarm installation and written confirmation shall be obtained from them that the installation is in satisfactory working order following each inspection;
- c) the testing, servicing and maintenance requirements specified by the manufacturer of the equipment/ installing engineers shall be carried out and any defect revealed by the testing promptly rectified;
- d) immediate notice shall be given to **Us** if the level of response to the automatic fire alarm has been or will be reduced or delayed;
- e) where there is an external alarm signal **You** shall appoint at least 2 **Keyholders** and provide written details (which must be kept up to date) to the alarm receiving centre;
- f) in the event of notification of any activation or alarm fault of the automatic fire alarm a **Keyholder** shall attend the **Premises** as soon as is reasonably possible;
- g) immediate notice shall be given to the **Insurer** of any disconnection or failure of the automatic fire

alarm installation (including any automatic alarm transmission path) and any precautions the **Insurer** instructs **You** to take shall be acted upon:

- h) advance notice is given to the **Insurer** if it is proposed that any part of the:
  - i) installation (including any automatic alarm transmission path) is to be extended, altered, repaired or rendered inoperative;
  - ii) **Premises** is to be extended or altered and obtain the **Insurer's** prior written agreement;
- i) records of all alarm faults, disconnections, tests and maintenance visits are kept and made available when required to the **Insurer**;
- j) the **Insurer's** access to the **Premises** is permitted at all reasonable times for the purpose of inspecting and witnessing the testing of the installation

Unless otherwise agreed by the **Insurer** in writing.

The **Insurer** will not cover any **Damage** arising while **You** are not in compliance with this condition but this does not apply if **You** can prove that the non-compliance had no impact on the loss.

### 12) Intruder alarms

Definitions specific to this condition

#### Intruder Alarm System:

Means the component parts of the intruder alarm system including the alarm transmission path used to transmit signals.

#### Keyholder(s):

Means

- a) **You** or any person; or
- b) keyholding company approved by the NSI or SSAIB for keyholding and response services or approved the **Insurer**

authorised by **You** who is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System** and attend and allow access to the **Premises**.

It is a condition precedent to the **Insurer's** liability that where any **Premises** is protected by an **Intruder Alarm System** that:

- a) any existing **Intruder Alarm System**:
  - i) will not be varied without the **Insurer's** prior written consent;
  - ii) for which the **Insurer** requires improvements or alterations must be updated in accordance with the latest specification the **Insurer** has agreed in writing;
- b) any new **Intruder Alarm System** required by the **Insurer** shall be installed in accordance with the latest specification that the **Insurer** has agreed in writing;
- c) no structural alteration to the **Premises** which may affect any alarm system shall be made without the **Insurer's** prior written approval;
- d) the **Intruder Alarm System** shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract by a contractor approved by the NSI or SSAIB or approved by the **Insurer** and immediate notice of any apparent defect in the **Intruder Alarm System** or its signalling

shall be given to the maintenance contractor;

- e) the **Intruder Alarm System** shall be tested and set whenever the alarmed portion of the **Premises** is closed for **Business** and is not attended by **You** or any person authorised by **You** to be responsible for the security of the **Premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times;
- f) all keys including duplicate keys and notes of combination locks/electronic pass codes, letters and numbers relative to the **Intruder Alarm System** shall be removed from the **Buildings** of the **Premises** whenever they are closed for **Business** and are left unattended provided that at such times if part of the **Premises** is occupied residentially by **You** or an authorised employee the said keys shall be removed from the **Business** portion of the **Premises** to the part occupied residentially;
- g) immediate advice shall be given to the **Insurer** of any notice from the police or a security organisation that **Intruder Alarm System** signals may be or will be disregarded;
- h) **You** shall appoint at least 2 **Keyholders** and provide written details (which must be kept up to date) to the alarm company;
- i) in the event of notification of any activation of the **Intruder Alarm System** or interruption to the alarm transmission path during any period that the **Intruder Alarm System** is set a **Keyholder** shall attend the **Premises** as soon as is reasonably possible

Unless otherwise agreed by the **Insurer** in writing.

**We** will not cover any **Damage** arising while **You** are not in compliance with this condition but this does not apply if **You** can prove that the non-compliance had no impact on the loss.

### 13) 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. 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 not involving scaffolding.

### 14) Waste Condition

It is a condition precedent to the **Insurer's** liability that 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.

### 15) Stillage Condition

It is a condition precedent to the **Insurer's** liability that **Contents** and **Stock** in any basement or cellar must be raised at least 10 centimetres above the floor.

### 16) Arbitration

Provided the **Insurer** has admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by:

- a) an agreed arbitrator or if an arbitrator cannot be agreed;
- b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given 7 days' written notice to the other party;

**You** must not take legal action against the **Insurer** over the dispute before the arbitrator has reached a decision.

### 17) Cancellation

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 emailed or posted to the **Insured**.

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.

Instalments

If **You** have entered into an agreement with Brooks Braithwaite to pay **Your** premium monthly by Direct Debit and any payments are missed, then **We** will contact **You** to discuss **Your** options and agree arrangements to help **You** pay any amount owed.

If **You** do not pay any amount owed within the agreed timescale, **We** will cancel **Your Policy** back to the last day **You** have paid for cover. All cover will stop from that date and no further claims will be paid.

### **18) Sanctions**

The **Insurer** shall not provide any cover under this **Policy** or be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to the risk of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of Man or United States of America

If any such sanction, prohibition or restriction takes effect during the **Period of Insurance You** or the **Insurer** may cancel that part of this **Policy** which is affected with immediate effect by giving such notice in writing.

In such circumstances **We** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding.

### **19) Assignment**

**You** shall not assign any of the rights or benefits under this **Policy** or any **Section** of this **Policy** without the **Insurer's** prior written consent.

The **Insurer** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing, with or relating to this **Policy** or any **Section** of this **Policy**.

### **20) Law applicable**

In the United Kingdom the law allows both **You** and the **Insurer** to choose the law applicable to this contract.

Unless the **Insurer** and **You** agree otherwise in writing the law which applies to this contract is the law which applies to the part of:

- a)** the United Kingdom (England, Scotland, Wales and Northern Ireland) or;
  - b)** the Channel Islands or the Isle of Man
- in which **You** are based.

### **21) Rights of third parties**

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

## 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 England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

### 2) War risks (this exclusion applies to **Sections** 1 to 6a and 8 to 9 only)

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3) Radioactivity and bio-chemical weapons (this exclusion applies to **Sections** 1 to 6a and 9. For section 8 parts c) d) and e) do not apply)

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter Part d. does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **You** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended;
- e) any chemical, biological, bio-chemical or electromagnetic weapon.

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.

### 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) Pollution or Contamination (this exclusion applied to **Sections** 1 to 6a and 9 only)

**Damage** caused by pollution or contamination but this shall not exclude **Damage**:

- a) to the **Property Insured** caused by pollution or contamination which itself results from any of the events insured under **Section** 1 other than accidental damage;
- b) to the **Property Insured** caused any of the events

insured under **Section** 1 other than accidental damage which itself results from pollution or contamination.

### 6) Changes in water table level (this exclusion applies to **Section** 1 to 6a and 9 only)

**Damage** attributable solely to changes in the water table level.

### 7) Cyber loss limited exclusion Clause (Property) (This applies to **Section** 1 to 6a and 9 only)

Definition specific to this exclusion

#### Time Element Loss:

Means business interruption, contingent business interruption or any other consequential losses.

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:

- a) 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 a) 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
- 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 provisions of this sub-paragraph b) 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 a) 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;

- c) 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**;
- d) any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs a) – c) above;
- e) any action taken or failure to take action to prevent, control, limit or respond to anything described in sub-paragraphs a) – d) above.

#### **8) 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's costs fees and expenses) resulting from:

- a) statutory liability under the Employers' Liability cover;
- b) 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;
- c) liability arising under the Data Protection extension:

Any loss, damage, liability, claim, cost, expense of whatsoever nature directly 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.

#### **9) 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 System** or **Data**.

#### **10) Date recognition** (this exclusion applies to **Sections 1 to 6a and 9** only)

Definition specific to this exclusion

##### **Computer:**

Means computer or other equipment, media or system (or any part of them) for processing, storing or retrieving data to include without limitation any microchip, integrated circuit or similar device or any computer software.

Any claim directly or indirectly arising from the failure or possible failure of any **Computer**:

- a) to correctly recognise any date as its true calendar date;
- b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date;
- c) to save or correctly process any data on or after any date.

but this shall not exclude subsequent **Damage** or consequential loss not otherwise excluded which itself results from events 1 to 11 of **Section 1** Property Damage.

##### **11) Excess**

Any **Excess** stated on **Your Schedule**.

#### **12) Terrorism** (this exclusion applies to **Sections 1 to 6a and 9** only)

Definitions specific to this exclusion

##### **Act of Terrorism**

In respect of:

- a) England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) 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 HM government in the United Kingdom or any other government de jure or de facto;
- b) all other instances

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

any section of the public in fear

Any loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**

If the **Insurer** alleges that by reason of this exclusion any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **You**.

### 13) Micro Organisms

Any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

- a) mould;
- b) mildew;
- c) fungus;
- d) spores; or
- e) 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:

- a) any physical loss or damage to insured property;
- b) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- c) any one loss, occupancy, or functionality; or
- d) 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 supersedes any provision in this insurance that provides insurance, in whole or in part, for these matters.

### 14) 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 wear and tear.

### 15) Infectious or communicable disease (This applies to Section 1 to 6a only)

Definition specific to 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).

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:

a) any **Infectious or Communicable Disease** including but not limited to:

- i) the fear of a threat (whether actual or perceived) from an **Infectious or Communicable Disease**;
- ii) 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.

b) 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;
- iii) where the **Insurer** applies this exclusion the burden of proving the contrary rests with the **Insured**.

## Section 1 - Property Damage

Including:

**Standard Buildings**

**Non-standard Buildings**

**Contents**

**Stock**

**Accidental Damage to Buildings**

**Accidental Damage to Contents**

**Accidental Damage to Stock**

**Computer and other Business Equipment**

**Business Machinery**

**Internal Fixed Glass**

### Definitions

Each time any of the following words or phrases appear in this **Section** in bold type they will take the meaning shown below

**Premises:** The **Buildings** at the address or addresses shown on **Your Schedule**, including their grounds, all within the boundaries for which the **Insured** is responsible and being, unless more specifically described on **Your 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

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.

#### 2) Lightning

#### 3) Explosion

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;
- c) by earthquake or subterranean fire.

#### 4) Aircraft

Aircraft or other aerial devices or articles dropped from them.

#### 5) Malicious persons

Malicious persons excluding **Damage**:

- a) resulting from cessation of work;
- b) by theft or attempted theft;
- c) to moveable property in the open;
- d) occasioned by confiscation or destruction or requisition by order of the government or any public authority;
- e) to any building which is **Unoccupied**.

#### 6) Riot

Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances excluding **Damage**:

- a) resulting from cessation of work;
- b) occasioned by confiscation or destruction or requisition by order of the government or any public authority;
- c) to any building which is **Unoccupied**.

#### 7) Earthquake

#### 8) Subterranean Fire

#### 9) Storm

Storm excluding **Damage**:

- a) by:
  - i) the escape of water from the normal confines of any natural or artificial watercourse or lake reservoir canal or dam;
  - ii) inundation from the sea; whether resulting from storm or otherwise.
- b) attributable solely to change in the water table level;
- c) by frost or subsidence;
- d) to fences, gates and moveable property in the open;
- e) to inflatable structures;
- f) to any building which is **Unoccupied**;
- g) to open fronted or open sided **Buildings** or to **Property** within such **Buildings**.

#### 10) Flood

Flood caused by:

- a) the escape of water from the normal confines of any natural or artificial watercourse or lake reservoir canal or dam;
- b) inundation from the sea.

Excluding **Damage**:

- a) attributable solely to change in the water table level;
- b) by frost or subsidence;
- c) to fences, gates and moveable property in the open;
- d) to any building which is **Unoccupied**;
- e) to open fronted or open sided **Buildings** or to **Property** within such **Buildings**.

#### 11) Escape of Water

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**.

#### 12) Impact by any road vehicle or animal

Impact by any road vehicle or animal, excluding:

**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**.

### 13) Sprinkler Leakage

Accidental escape of water from any automatic sprinkler systems, water mist systems or other similar water based fire suppression systems in the **Premises** not caused by explosion, earthquake or heat caused by fire. Excluding **Damage** to any building which is **Unoccupied**.

### 14) Theft or Attempted Theft

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 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 on **Your Schedule**.

### 15) Accidental Damage (only operative if shown on Your Schedule)

Accidental damage, excluding:

- a) **Damage** caused by or consisting of or arising from or attributable to:
  - i) any of the Events 1 to 14;
  - ii) any of the exclusions to the Events specified in Events 1 to 14, whether Events 1 to 14 are insured or not;
- b) **Damage** caused by or consisting of inherent vice, latent defect, gradual deterioration, 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 14;
- 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 14;
  - 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 14;
  - 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;
  - 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;
    - ii) bullion;
    - iii) furs;
    - iv) curiosities;
    - v) works of art or rare books;
    - vi) property in transit;
    - vii) glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects;
    - viii) **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) roads, car parks, paved areas, pavements, footpaths and culverts;
    - ii) livestock, growing crops or trees but this shall not exclude such **Property** specifically described on **Your 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 Reinstatement (Day One Basis) 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 below the **Sum Insured** on **Your 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 this Reinstatement (Day One Basis) Adjustment 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 on **Your Schedule** (other than **Stock**), the Retail Price Index (or some other suitable index the **Insurer** decides upon) will be used. The above 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 Reinstatement (Day One Basis) Special Condition b) 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) Government and Public Authorities (including undamaged portions)

Subject to the Government and Public Authorities Special Conditions set out below cover for **Buildings** and **Contents** includes the additional cost of reinstatement of the destroyed or **Damaged Property** and undamaged portions as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) United Kingdom legislation; or
- b) building or other regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (from now on referred to as “the Stipulations”);

Excluding

- a) the cost incurred in complying with the Stipulations:
  - i) in respect of **Damage** occurring prior to the granting of this clause;
  - ii) in respect of **Damage** excluded or otherwise not insured by this **Section**;
  - iii) under which notice has been served upon the **Insured** prior to the happening of the **Damage**;
  - iv) for which there is an existing requirement which has to be implemented within a given period;
- b) the additional cost that would have been required to make good the **Property** lost destroyed or **Damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen;
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Property** or by the owner of the **Property** by reason of compliance with the Stipulations;

#### **Government and 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 **Insurers** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the **Insurers** liability under this clause not being increased;
- b) If the **Insurer's** liability under the **Policy** apart from this clause shall be reduced by the application of any of the terms and conditions of the **Policy** then the **Insurer's** liability under this clause (in respect of any such item) shall be reduced in like proportion;
- c) The total amount recoverable under any item of the **Policy** under this clause shall not exceed:
  - i) 15% of its **Sum Insured** or;
  - ii) where the **Sum Insured** by the item applies to **Property** at more than one premises 15% of the total amount for which the **Insurers** would have been liable had the **Property Insured** by the item at the **Premises** where **Damage** has occurred been wholly destroyed;
- d) The total amount recoverable under any item of the **Policy** shall not exceed its **Sum Insured**;
- e) All the terms of this **Policy** except in so far as they may be expressly varied shall apply.

#### **5) 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 England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man,

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.

#### **6) 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 on **Your Schedule**. Cover applies only to those fees necessarily and reasonably incurred in consequence of **Damage**, in the reinstatement or repair of **Property Insured**.

#### **7) 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 on **Your 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 Damaged** and the area immediately adjacent to such site;
- b) arising from pollution or contamination of property not insured by this **Section**.

#### **8) 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 England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

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**.

Excluding theft from any **Unattended** vehicle unless:

- a) the vehicle is locked at all points of access;
- b) there are visible signs of forcible and violent entry to the vehicle;
- c) the **Property** (unless permanently fixed in position) is out of sight.

#### **9) 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 England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

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;
- d) any cost in connection with producing information to be recorded or the value of the information to the **Insured**.

#### 10) 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.

#### 11) 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.

#### 12) Rent

Where an item covering rent is specifically described on **Your 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.

#### 13) Dismantling and Re-erection Costs

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

#### 14) 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**.

#### 15) 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 an insured Event.

#### 16) 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**.

#### 17) Exhibitions

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

Excluding theft from any **Unattended** vehicle unless:

- a) the vehicle is locked at all points of access;
- b) there are visible signs of forcible and violent entry to the vehicle;
- c) the **Property** (unless permanently fixed in position) is out of sight.

#### 18) 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 £5,000 any one **Period of Insurance**.

#### 19) Seventy Two Hours Clause

**Damage** occurring within 72 consecutive hours of and arising from Events 7, 9 or 10 (earthquake, storm or flood) is deemed to be one claim. The date and time that any such period of 72 hours shall commence shall be set by the **Insurers**.

#### 20) Interested Parties

The **Insurer** agrees:

- a) that without prejudice to the 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**.

#### 21) 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.

#### 22) Seasonal Increase

The **Sum Insured** in respect of **Stock** shall be increased by an additional £10,000 or 20% of the **Sum Insured**, whichever is the less, during:

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

### 23) 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.

### 24) Lock replacement following loss or theft of keys

If **Contents** are insured the reasonable costs incurred in gaining access to the **Premises** and/or replacing locks at the **Premises** including locks of safes or strongrooms in the **Premises** if keys are stolen or lost.

Limit £5,000 in any one **Period of Insurance**.

### 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;
- 6) Any **Damage** resulting from subsidence, landslip or heave;
- 7) **Damage** to any animal;
- 8) **Damage** to:
  - a) bridges, land, piers, jetties or excavations;
  - b) natural or artificial:
    - i) watercourses;
    - ii) confines of any body of standing water;
    - iii) property or structures in the course of construction or erection and all materials and supplies in connection with such property or structure.

### 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 on **Your 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

Each time any of the following words or phrases appear in this **Section** in bold type they will take the meaning shown below

**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(s):** **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**) 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 on **Your Schedule**.

**Premises:** **Buildings** at the address or addresses shown on **Your Schedule** including their grounds, all within the boundaries for which the **Insured** is responsible and being, unless more specifically described on **Your 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 on **Your 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

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.

#### 2) Lightning

#### 3) Explosion

Explosion excluding **Business Interruption**:

- a) caused by or consisting of the bursting by steam pressure of any vessel, machine or apparatus belonging to the **Insured** or under the control of the **Insured**, in which internal pressure is due to steam only (other than any boiler or economiser at the **Premises**);
- 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;
- c) by earthquake or subterranean fire.

#### 4) Aircraft

Aircraft or other aerial devices or articles dropped from them.

#### 5) Malicious persons

Malicious persons excluding **Business Interruption**:

- a) resulting from cessation of work;
- b) by theft or attempted theft;
- c) to moveable **Property** in the open;
- d) occasioned by confiscation or destruction or requisition by order of the government or any public authority;

e) to any building which is **Unoccupied**.

#### 6) Riot

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

#### Business Interruption

- a) resulting from cessation of work;
- b) occasioned by confiscation or destruction or requisition by order of the government or any public authority;
- c) to any building which is **Unoccupied**.

#### 7) Earthquake

#### 8) Subterranean Fire

#### 9) Storm

Storm excluding **Business Interruption**:

- a) by:
  - i) the escape of water from the normal confines of any natural or artificial watercourse or lake, reservoir, canal or dam;
  - ii) inundation from the seawhether resulting from storm or otherwise;
- b) attributable solely to change in the water table level;
- c) by frost or subsidence;
- d) to fences, gates and moveable property in the open;
- e) to inflatable structures;
- f) to any building which is **Unoccupied**;
- g) to open fronted or open sided **Buildings** or to **Property** within such **Buildings**.

#### 10) Flood

Flood caused by:

- a) the escape of water from the normal confines of any natural or artificial watercourse or lake, reservoir, canal or dam;
- b) inundation from the sea.

Excluding **Business Interruption**:

- a) attributable solely to change in the water table level;
- b) by frost or subsidence;
- c) to fences, gates and moveable property in the open;
- d) to any building which is **Unoccupied**;
- e) to open fronted or open sides **Buildings** or to **Property** within such **Buildings**.

#### 11) Escape of Water

Escape of water from any tank, apparatus, pipe or drain, excluding **Business Interruption**:

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

#### 12) Impact by any road vehicle or animal

Impact by any road vehicle or animal, excluding **Business Interruption** 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**.

#### 13) Sprinkler Leakage

Accidental escape of water from any automatic sprinkler systems, water mist systems or other similar water based fire suppression systems in the **Premises** not caused by explosion, earthquake or heat caused by fire. Excluding **Business Interruption** in respect of any building which is **Unoccupied**.

#### 14) Theft or Attempted Theft

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 **Business Interruption** 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 on **Your Schedule**.

#### 15) Accidental Damage (only operative if shown on Your Schedule)

Accidental damage, excluding **Business Interruption**:

- a) caused by or consisting of or arising from or attributable to:
  - i) any of the **Events** 1 to 14;
  - ii) any of the exclusions to the **Events** specified in **Events** 1 to 14, whether **Events** 1 to 14 are insured or not;
- b) caused by or consisting of inherent vice, latent defect, gradual deterioration, frost, its own faulty or defective design or materials but this shall not exclude **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:
  - i) such **Business Interruption** not otherwise excluded which itself results from an insured **Event**;
  - ii) 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 14;
- 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 14;
  - ii) subsequent **Business Interruption** which itself results from a cause not otherwise excluded;
- f) 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 **Business Interruption** not otherwise excluded which itself results from **Events** 1 to 14;
  - ii) subsequent **Business Interruption** which itself results from a cause not otherwise excluded.
- g) caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information;

- h) caused by normal settlement or bedding down of new structures;
- i) caused by destruction of or **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) in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow or dust;
- k) caused by **Damage** to any property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair;
- l) in respect of:
  - i) jewellery, precious stones or precious metals;
  - ii) bullion;
  - iii) furs;
  - iv) curiosities;
  - v) works of art or rare books;
  - vi) property in transit;
  - vii) glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects;
  - viii) **Money**, bonds or securities of any description but this shall not exclude other **Business Interruption** caused by other **Damage** in so far as it is not otherwise excluded;
- m) in respect of:
  - i) roads, car parks, paved areas, pavements, footpaths and culverts;
  - ii) livestock, growing crops or trees but this shall not exclude such **Property** specifically described on **Your Schedule**;

#### 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.

#### Basis of Settlement - Adjustments

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

##### 3) Denial of Access - Damage to neighbouring property

**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.

#### Exclusions

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

##### 1) Subsidence, landslip or heave

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

#### 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 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 21 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.

## Section 2a - Loss of Licence

### Definitions

Each time any of the following words or phrases appear in this **Section** in bold type they will take the meaning shown below

### Cancel/Cancelled/

**Cancellation:** Means cancellation or suspension under the provisions of the Animal Boarding Establishments Act 1963 (or as amended) and if relevant refusal to renew.

**Indemnity Period:** Means the period beginning with the date of the **Cancellation** and ending not later than 12 months thereafter during which the results of the **Business** shall be affected as a result of the **Cancellation**

**Revenue:** Means the money paid or payable to **You** for services rendered in the course of the **Business** at the **Premises**.

### Cover

If, during the **Period of Insurance** and from any cause outside the control of the **Insured**, the animal boarding establishment licence which is issued by the Local or National Authority under the Animal Boarding Establishments Act 1963 (or as amended) is **Cancelled**, the **Insurer's** will indemnify the **Insured** for the amount which the **Revenue** during the **Indemnity Period** is lower than the **Revenue** during the equivalent period immediately prior to the **Cancellation**, less any amount saved during the **Indemnity Period** for expenses of the **Business** payable out of **Revenue** which cease or are reduced as a result of the **Cancellation**.

In addition, the **Insurer** will pay any reasonable additional expenses incurred to reduce the amount payable but not more than the loss avoided.

The most the **Insurer** will pay in the **Period of Insurance** is the limit of liability shown on **Your Schedule**.

### Exclusions

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

#### 1) Other sources of compensation

any claim under this **Section** if **You** are entitled to receive compensation under the provisions of any Act of Parliament or legislation for the **Cancellation**.

#### 2) Compulsory purchase order

any **Cancellation** which arises directly or indirectly from

- a) any town or country planning improvement, redevelopment or compulsory purchase order;
- b) surrender, reduction or redistribution of registrations or licences in connection with such order.

#### 3) Alteration in the law

any **Cancellation** which results from any alteration in the law.

#### 4) Condition and use of the premises

**Premises** which are

- a) altered without the approval of the registration or other authority;
- b) closed for any period not required by law;
- c) not maintained in good sanitary and general repair.

#### 5) Non-compliance

any direction or requirements of the registration or licensing authority which are not complied with.

#### 6) Bankruptcy

any claim caused by **Your** bankruptcy or insolvency.

### Conditions

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

- 1) **You** shall give notice to the **Insurer** as soon as possible in writing and supply any additional information and assistance the **Insurer** reasonably require if **You** become aware of any proceedings against or conviction of the registered manager at the **Premises** for any breach of the law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to their honesty, moral standing or sobriety.
- 2) In the event of **Cancellation** or **You** receiving notice of a proposal to **Cancel** or **You** becoming aware of any complaint or circumstance that may give rise to such **Cancellation** it is a condition precedent to the **Insurer's** liability that **You** shall:
  - a) give notice to the **Insurer** within 24 hours of receiving such knowledge stating the grounds upon which it may be **Cancelled**;
  - b) apply at **Your** own expense if required by the **Insurer** for the grant of such new registration or licence as insured for the same or alternative premises to enable **You** to continue the **Business** in a similar or alternative form;
  - c) if requested by the **Insurer** within 30 days provide at **Your** expense a statement of **Your** loss and any documents required by the **Insurer's** to verify **Your** loss;
  - d) at the **Insurer's** request and at the **Insurer's** expense do or allow to be done everything reasonably required by the **Insurer** for the purpose of making any recoveries from other parties (whom the **Insurer** would be entitled to pursue upon settlement of **Your** claim) whether such action is necessary before or after the **Insurer** pays **Your** claim under this **Section**.

## Section 3 - Money

### Definitions

Each time any of the following words or phrases appear in this **Section** in bold type they will take the meaning shown below

- 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 on **Your 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 their 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 their 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 on **Your 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 to Money**, of or to:
  - a)** any safe or strongroom at the **Insured's Premises** specified on **Your 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

**Your Schedule** at the time of **Damage**.

- 2) The most the **Insurer** will pay for any one claim is:
- for any one Item, the limit of liability specified on **Your Schedule**;
  - for any one safe or strongroom, £4,000;
  - for any one bag or container, its value at the time of **Damage**;
  - for clothing or personal effects, £500 any one person;
  - for death, **Injury**, disablement or emotional stress, the amounts specified in the Scale of Compensation.
- 3) The **Insurer** will also pay:
- 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;
  - 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
1 b) <b>Loss of Limb(s)</b> or <b>Loss of Sight</b>	£25,000
1 c) <b>Permanent Total Disablement</b>	£25,000
1 d) <b>Temporary Total Disablement</b> - per week	£100
1 e) <b>Temporary Partial Disablement</b> - per week	£50
2 a) The cost of professional counselling - per hour	£50
2 b) The cost of professional counselling - any one person	£1,000
2 c) The cost of professional counselling - in total	£5,000

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

- under more than one of 1a, 1b, 1c for the consequences of the same **Injury**;
- 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:

- 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**);
- 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 week's disablement.

### Exclusions

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

- Loss arising from the dishonesty of any partner, director, family member, or employee of the **Insured**.
- Damage** to any machine which uses coins, notes or tokens.
- Loss due to theft from any **Unattended** vehicle unless such vehicle is protected as described under the terms of Condition 2 of this **Section**.
- Loss of any **Money** whilst in transit unless due to assault, violence, or threat of violence.
- Shortage due to error, omission or mysterious disappearance.
- 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.
- Any losses that are not directly associated with the incident that caused **You** to claim.
- Damage**, death, **Injury**, disablement or emotional stress arising outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

### Conditions

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

#### 1) Precautions

The **Insured** must:

- keep a proper written record of all **Money** covered by this **Section** and allow the **Insurer** to inspect this record at all times;
- secure and lock all cash registers, safes and other money containers whenever such containers are left unattended during **Business Hours**;
- notify the police immediately regarding any loss of **Money** which the **Insured** anticipates recovering under this **Policy**.

#### 2) Vehicle Protections

Whenever **Property Insured** is left in **Unattended** vehicles, the **Insured** must ensure that:

- all security locks, alarms and other security devices are maintained in an efficient working condition;
- 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) 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 for amounts from £2,000 to £4,000;
- b)** three able-bodied adults for amounts over £4,000 but less than £15,000;
- 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 on **Your Schedule**.

### 4) 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

Each time any of the following words or phrases appear in this **Section** in bold type they will take the meaning shown below

**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:** England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, including sea or air **Transits** between these territories.

**Transit:** Carrying **Goods** in connection with the **Business**, including  
**1)** the loading and unloading of **Goods**  
**2)** 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 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

- 1)** 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 on **Your Schedule**;
  - b)** for clothing or personal effects, £500 per person.
- 2)** 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 on **Your Schedule**.
- 3)** 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, or depreciation.

#### 2) Additional Vehicles

Cover includes **Damage** to **Goods** in any additional **Vehicle** not specified on **Your Schedule** up to an amount of £2,000 for any one claim, or as stated on **Your 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 on **Your Schedule** applicable to the **Vehicle** undergoing service or repair.

#### 4) Transhipment and Debris Removal Costs

Cover includes costs and expenses necessarily and reasonably incurred in:

- a)** transhipment 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 on **Your 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**.

**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 maintained in an efficient working condition;
- b) all reasonable measures are taken to ensure that such 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

Each time any of the following words or phrases appear in this **Section** in bold type they will take the meaning shown below

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

**Excluded Territory:** **1)** Belarus (Republic of Belarus) and  
**2)** Russian Federation and  
**3)** Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions).

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

### Property/

**Property Insured:** **Property** described on **Your Schedule**.

**Territorial Limits:** **1)** the **Premises**  
**2)** anywhere within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man  
**3)** anywhere within 2) above and the countries of the European Union  
**4)** Worldwide.

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

### Cover

The **Insurer** will pay the **Insured** for **Damage** to **Property Insured** described on **Your Schedule**, whilst within the **Territorial Limits** specified on **Your 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:

- a)** caused by or consisting of inherent vice, latent defect, depreciation, gradually operating causes, frost, its own faulty or defective design or materials, faulty or defective workmanship by **You** or any of **Your** employees or operational error or omission by **You** or any of **Your** employees  
But this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded;
- b)** caused by or consisting of corrosion, dust, rust, wet or dry rot, contamination, mildew, mould, fungus, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, change in temperature, colour, flavour, texture or finish;
- c)** to **Property** resulting from its undergoing any process of cleaning, dyeing, restoration, production, packing, treatment testing, commissioning, servicing or repair;
- d)** caused by atmospheric and climatic conditions;
- e)** consisting of:

- i) joint leakage, failure of welds or cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of associated steam piping;
  - ii) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates;
  - f) caused by or consisting of:
    - i) acts of fraud or dishonesty;
    - ii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
  - g) to movable **Property** in the open, fences and gates by wind, rain, hail, sleet, snow or dust;
  - h) by theft or attempted theft from any **Unattended Vehicle** unless such **Vehicle** is protected as described under the terms of Condition 1 of this **Section**.
- 2) Notwithstanding anything to the contrary in this **Policy** this **Section** excludes any loss, **Damage**, liability, cost or expense of whatsoever nature directly or indirectly arising from or in respect of any:
- a) entity domiciled, resident, located, incorporated, registered or established in an **Excluded Territory**;
  - b) **Property** or asset located in an **Excluded Territory**;
  - c) individual that is resident in or located in an **Excluded Territory**;
  - d) claim, action, suit or enforcement proceeding brought or maintained in an **Excluded Territory**; or
  - e) payment in an **Excluded Territory**.

This exclusion will not apply to any coverage or benefit required to be provided by the **Insurer** by law or regulation applicable to the **Insurer** however the terms of any sanctions clause will prevail.

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**.

## Conditions

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

### 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

## Section 6 - Frozen Food

### Cover

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

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

In addition the **Insurer** will pay the **Insured** for **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 **Damage** to the **Stock** shall not exceed in any one **Period of Insurance** the **Sum Insured** stated on **Your 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 **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 **Damage** accordingly.

### Exclusions

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

- 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

If in the **Period of Insurance** keys kept in the custody and control as part of the normal course of the **Insured's Business** are lost or stolen, the **Insurer** will pay the benefit as detailed below for the reasonable costs to replace keys and locks to keep **Your** client's premises secure.

The most the **Insurer** will pay is the actual costs to replace the keys and locks up to the maximum benefit shown on **Your Schedule**. Provided that the loss or theft has been reported to the police.

### Exclusions

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

- 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.

## Section 7 - Employers' Liability

### Definitions

Each time any of the following words or phrases appear in this **Section** in bold type they will take the meaning shown below

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

### Authorised Volunteers:

Voluntary workers normally resident in the **Geographical Limits** acting under **Your** authority whilst engaged in **Your Business**.

### Business:

The **Business** specified on **Your Schedule** which is conducted solely from premises in the **Geographical Limits** including:

- 1) the ownership, repair and maintenance of **Your Premises**;
- 2) the provision of catering, social sports and welfare facilities for **Employed Persons** and first aid, medical and ambulance services;
- 3) the provision of fire and security services maintained only for the protection of premises owned or occupied by **You**;
- 4) private work undertaken by an **Employed Person** with **Your** prior consent for any director, trustee, partner or **Employee of Yours**;
- 5) participation in trade shows, conferences or exhibitions worldwide;
- 6) fundraising undertaken with the knowledge and authority of the **Insured**;

but this does not include any work undertaken **Offshore**.

### Employed Person:

- 1) Any **Employee**;
- 2) the following while under **Your** direct control and supervision:
  - a) self-employed persons;
  - b) any person employed by labour only sub-contractors;
  - c) labour masters and persons supplied by them;
  - d) any person supplied to or hired or borrowed by **You** or on **Your** behalf;
  - e) any person undertaking work experience training study or

exchange schemes.

### Employee(s):

Any person under a contract of service or apprenticeship with **You** and **Authorised Volunteers**.

### Event(s):

One occurrence or series of occurrences arising from or attributable to one source or original cause.

### Injury:

Bodily injury, death, disease or illness.

### Legal Costs:

- 1) Claimant's costs and expenses which **You** are legally liable to pay in connection with any claim which is or may be the subject of cover under this **Section** of the **Policy**;
- 2) the cost of legal representation at any coroner's inquest or inquiry in respect of any death;
- 3) the costs of legal representation at:
  - a) proceedings brought against the **Insured** any director, trustee partner or **Employed Person** of the **Insured** in any court arising out of any alleged breach of statutory duty in respect of **Injury** which may be the subject of indemnity under this **Section** of the **Policy** including the defence of any criminal proceedings for any offence defined in the Corporate Manslaughter and Corporate Homicide Act 2007 or breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
  - b) any appeal against conviction in proceedings mentioned in 3)a) provided that in the opinion of counsel appointed by mutual consent such appeal is more likely to succeed than not incurred with the **Insurer's** prior written consent;
- 4) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this **Section** of the **Policy** incurred with the **Insurer's** prior written consent;

### Offshore:

Embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig, platform or service or accommodation vessel.

### You / Your /

### Yours / Insured:

- 1) The insured named on **Your Schedule**;
- 2) **Your** personal representatives in respect of legal liability incurred by **You**;
- 3) at **Your** request:
  - a) any principal for whom **You** are

carrying out a contract but only to the extent that is required by the conditions of contract;

**b)** any director, trustee, partner or **Employed Person of Yours** in respect of liability for which **You** would have been entitled to indemnity had the claim been made against **You**;

**4)** any officer or member of **Your** canteen, social, sports and welfare facilities and fire, first aid, ambulance and security services in their individual capacities as such;

**5)** any director, trustee, partner or **Employee of Yours** in respect of private work carried out with **Your** prior consent by an **Employed Person** for such director trustee partner or **Employee**.

### Cover

The **Insurer** will indemnify **You** against **Your** legal liability to pay damages and **Legal Costs** in respect of **Injury** to an **Employed Person** caused during the **Period of Insurance** and arising out of and in the course of their employment with **You**

**1)** within the **Geographical Limits**;

or

**2)** while temporarily outside these territories

in connection with the **Business**.

### Limit of Indemnity

**Legal Costs** are included within the limit of indemnity.

The total amount the **Insurer** will pay in respect of:

**1)** any one **Event** shall not exceed the limit of indemnity shown on **Your Schedule**;

**2)** any one **Event** which is directly or indirectly caused by, results from or is in connection with an **Act of Terrorism** shall not exceed £5,000,000;

**3)** all **Events** happening during the **Period of Insurance** in respect of the cost of representation in the defence of criminal proceedings or at any appeal against conviction and all other costs and expenses for any offence defined in the Corporate Manslaughter and Corporate Homicide Act 2007 shall not exceed £5,000,000.

Where the **Insurer** is liable to indemnify more than one person the total amount payable in respect of damages and **Legal Costs** shall not exceed the limit of indemnity shown on **Your Schedule**.

### Extensions

Unless specifically stated otherwise these extensions do not increase the **Insurer's** liability as stated in the limit of indemnity paragraph to this cover.

Each of the following is subject to the terms of this

### Policy

#### 1) Unsatisfied court judgments

Where a judgment for damages has been obtained:

**a)** by one of **Your Employees** or their personal representatives in respect of **Injury** of the **Employee** caused during any period of insurance

and which arises out of and in the course of their employment with **You** in the **Business**;

**b)** in any court situated within the **Geographical Limits**;

**c)** against any company or individual operating from premises within the **Geographical Limits**;

**d)** which remains unsatisfied in whole or in part 6 months after the date of the judgment.

The **Insurer** will at **Your** request pay to the **Employee** or their personal representatives the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding.

Any payment under this extension is conditional upon the judgment being assigned to the **Insurer** by the **Employee** or their personal representatives.

#### 2) Compensation for court attendance

If the **Insurer** requests any of the following categories of people to attend court as a witness in connection with a claim under this **Section** of the **Policy** the **Insurer** will provide **You** with the following rates of compensation for each day on which attendance is required.

Limit

Any of <b>Your</b> directors trustees or partners	£500
Any <b>Employed Person</b>	£250

#### 3) Health and Safety at Work – Legal Defence Costs

The **Insurer** will, subject to the limit of indemnity, indemnify the **Insured** in respect of:

**a)** legal costs and expenses incurred with the **Insurer's** prior written consent;

**b)** costs awarded against **You**

in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

Provided that:

**a)** the proceedings relate to the health, safety or welfare of any **Employee**

**b)** the total amount the **Insurer** will pay in respect of any one claim shall not exceed £500,000.

The **Insurer** will not provide any indemnity:

**a)** where indemnity is provided by any other insurance;

**b)** in circumstances where **Injury** or **Damage** has occurred which may be the subject of a claim under this **Section** (apart from this extension);

**c)** in respect of:

**i)** fines or penalties;

**ii)** liquidated damages;

**iii)** any compensation awarded by a court of criminal jurisdiction;

**iv)** multiplied, aggravated, exemplary or punitive damages;

**v)** fees for intervention payable under the Health and Safety (Fees) Regulations 2012;

**vi)** the costs of appeal against any improvement or prohibition notices;

**d)** where the proceedings have resulted from any deliberate act or omission by:

**i)** **You** or any director, trustee or partner of **Yours**;

**ii)** any **Employed Person of Yours** who has



specific responsibility for compliance with the above legislation which could reasonably have been expected to constitute a breach of the above legislation.

### **Exclusions**

The Policy Exclusions apply to this **Section** and in addition no indemnity will be provided

#### **1) Road traffic legislation**

For legal liability for which compulsory motor insurance or security is required under any road traffic legislation;

#### **2) Fines or penalties**

In respect of:

- a)** fines or penalties;
- b)** any compensation awarded by a court of criminal jurisdiction;
- c)** fees for intervention payable under the Health and Safety (Fees) Regulations 2012;
- d)** the costs of appeal against any improvement or prohibition notices.

#### **3) Radioactive contamination**

For 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

where such legal liability is:

- i)** that of a principal;
- ii)** accepted under agreement and would not have attached in the absence of such agreement.

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

### Definitions

Each time any of the following words or phrases appear in this **Section** in bold type they will take the meaning shown below

#### Act of Terrorism:

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

#### Adverse Publicity:

Any publicly available statement, report, comment or speculation upon any actual or alleged act, omission or statement made which may result in damage to the good name, standing or public opinion of the **Insured**.

#### Asbestos:

Asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos.

#### Authorised Volunteers:

Means voluntary workers normally resident in the **Geographical Limits** acting under **Your** authority whilst engaged in **Your Business**.

#### Business:

The business specified on **Your Schedule** which is conducted solely from premises in the **Geographical Limits** including:

- 1) the ownership, repair and maintenance of **Your Premises**;
- 2) the provision of catering, social, sports and welfare facilities for **Employed Persons** and first aid, medical and ambulance services;
- 3) the provision of fire and security services maintained only for the protection of premises owned or occupied by **You**;
- 4) private work undertaken by an **Employed Person** with **Your** prior consent for any

director, trustee, partner or **Employee of Yours**;

- 5) participation in trade shows, conferences or exhibitions worldwide;
- 6) fundraising undertaken with the knowledge and authority of the **Insured** but this does not include any work undertaken **Offshore**.

#### Clean-up Costs:

The costs incurred by:

- 1) a government agency or regulatory body;
- 2) **You**, with the **Insurer's** prior written consent, where a government agency or regulatory body would have required remediation in carrying out action to curtail or minimise or remediate a **Sudden Pollution or Contamination Incident** in respect of which **You** are legally responsible.

#### Data Protection Legislation:

The Data Protection Act 2018.

#### Employed Person:

- 1) Any **Employee**;
- 2) the following while under **Your** direct control and supervision:
  - a) self-employed persons;
  - b) any person employed by labour only sub-contractors;
  - c) labour masters and persons supplied by them;
  - d) any person supplied to or hired or borrowed by **You** or on **Your** behalf;
  - e) any person undertaking work experience training, study, or exchange schemes.

#### Employee(s):

Any person under a contract of service or apprenticeship with **You** and **Authorised Volunteers**.

#### Event(s):

One occurrence or series of occurrences arising from or attributable to one source or original cause.

#### Injury:

Bodily injury, death, disease or illness.

#### Legal Costs:

- 1) Claimant's costs and expenses which **You** are legally liable to pay in connection with any claim which is or may be the subject of cover under this **Section** of the **Policy**;
- 2) the cost of legal representation at any

- coroner's inquest or inquiry in respect of any death;
- 3) the costs of legal representation at:
    - a) proceedings brought against the **Insured**, any director, trustee, partner or **Employed Person** of the **Insured**, in any court arising out of any alleged breach of statutory duty in respect of **Injury** which maybe the subject of indemnity under this **Section** of the **Policy**, including the defence of any criminal proceedings for any offence defined in the Corporate Manslaughter and Corporate Homicide Act 2007 or breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
    - b) any appeal against conviction in proceedings mentioned in 3)a) provided that in the opinion of counsel appointed by mutual consent such appeal is more likely to succeed than not incurred with the **Insurer's** prior written consent.
  - 4) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this **Section** of the **Policy**, incurred with the **Insurer's** prior written consent.

**Offshore:**

Embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig, platform or service or accommodation vessel.

**Pollution or Contamination:**

Pollution or contamination of buildings or other structures or of water, land or the | atmosphere.

**Products:**

Goods (including containers and packaging) not in **Your** custody or control, sold, supplied, installed, erected,

serviced, repaired, altered or treated by **You** in connection with the **Business**.

**Property:**

Material property including animals.

**Sudden Pollution or**

**Contamination Incident: Pollution or Contamination** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in the **Geographical Limits** during the **Period of Insurance**.

**You / Your /**

**Yours / Insured:**

- 1) The insured named on **Your Schedule**;
- 2) **Your** personal representatives in respect of legal liability incurred by **You**;
- 3) at **Your** request:
  - a) any principal for whom **You** are carrying out a contract but only to the extent that is required by the conditions of contract;
  - b) any director, trustee, partner or **Employed Person** of **Yours** in respect of liability for which **You** would have been entitled to indemnity had the claim been made against **You**.
- 4) any officer or member of **Your** canteen, social, sports and welfare facilities and fire, first aid, ambulance and security services in their individual capacities as such;
- 5) any director, trustee, partner or **Employee** of **Yours** in respect of private work carried out with **Your** prior consent by an **Employed Person** for such director, trustee, partner or **Employee**.

**Cover**

The **Insurer** will indemnify **You** against **Your** legal liability to pay damages and **Legal Costs** arising out of:

- 1) accidental **Injury** of any person;
- 2) accidental **Damage** to **Property**;
- 3) nuisance trespass to land trespass to goods or interference with any easement right of air light water or way  
The **Insurer** will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **You** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **Your Business**;
- 4) wrongful arrest or false imprisonment

happening during the **Period of Insurance** and caused in connection with the **Business**.

### Limit of Indemnity

**Legal Costs** are payable in addition to the limit of indemnity shown on **Your Schedule** except for claims which are brought within the legal jurisdiction of the United States of America or Canada where **Legal Costs** are included within the limit of indemnity shown on **Your Schedule**.

The total amount the **Insurer** will pay in respect of:

- 1) any one **Event** shall not exceed the limit of indemnity shown on **Your Schedule**;
- 2) all **Events** happening during the **Period of Insurance** in respect of **Products** shall not exceed the limit of indemnity shown on **Your Schedule**;
- 3) all incidents arising from **Pollution or Contamination** which the **Insurer** deems to have occurred during the **Period of Insurance** shall not exceed the limit of indemnity shown on **Your Schedule**;
- 4) any one **Event** which is directly or indirectly caused by results from or is in connection with an **Act of Terrorism** shall not exceed £5,000,000;
- 5) all **Events** happening during the **Period of Insurance** in respect of the cost of representation in defence of criminal proceedings or at any appeal against conviction and all other costs and expenses for any offence defined in the Corporate Manslaughter and Corporate Homicide Act 2007 shall not exceed £5,000,000.

Where the **Insurer** is liable to indemnify more than one person the total amount payable in respect of damages and **Legal Costs** shall not exceed the limit of indemnity shown on **Your Schedule**.

### Extensions

Unless specifically stated otherwise these extensions do not increase the **Insurer's** liability as stated in the limit of indemnity paragraph to this cover

Each of the following is subject to the terms of this **Policy**

#### 1) Cross liabilities and Member to Member

- a) If the **Insured** comprises of more than one party the **Insurer** will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each.  
Provided that the maximum amount payable in respect of damages shall not exceed the limit of indemnity shown on **Your Schedule**;
- b) where applicable and solely for the purpose of this **Section** of the **Policy**, the "insured" stated on **Your Schedule** include:  
"The Committee, Officers, Members for the time being."  
As a consequence the **Insurer** will indemnify each party as though a separate policy has been issued to each of them.  
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 shown on **Your Schedule**.

#### 2) Compensation for court attendance

If the **Insurer** requests any of the following categories of

people attend court as a witness in connection with a claim under this **Section** of the **Policy** they will provide **You** with the following rates of compensation for each day on which attendance is required:

Limit	
Any of <b>Your</b> directors trustees or partners	£500
Any <b>Employed Person</b>	£250

#### 3) Contingent motor liability

Notwithstanding the 'Vehicles and crafts' exclusion the **Insurer** will indemnify the **Insured** in respect of legal liability arising out of the use by any **Employee** in the course of the **Business** of any mechanically propelled vehicle which is neither owned by nor provided by the **Insured**.

The **Insurer** will not provide any indemnity:

- a) in respect of **Damage** to such vehicle or any **Property** conveyed therein;
- b) arising while the vehicle is being driven by the **Insured**;
- c) in respect of circumstances where the **Insured** or any person seeking indemnity are entitled to indemnity under any other insurance;
- d) in respect of legal liability arising outside the **Geographical Limits**.

#### 4) Data protection

The **Insurer** will indemnify **You** against **Your**:

- a) legal liability to pay damages and **Legal Costs** for material and non-material damage;
- b) defence costs and prosecution costs awarded against **You** in any prosecution

resulting from any breach or alleged breach of **Data Protection Legislation** happening during the **Period of Insurance** arising out of the conduct of **Your Business**.

The **Insurer** will not provide any indemnity in respect of:

- a) the payment of fines penalties punitive or exemplary damages;
- b) the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal **Data**;
- c) liability arising from or caused by a deliberate or intentional act or omission by **You**;
- d) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous **Insurers** or which were known to **You** at the inception of this extension;
- e) legal liability where indemnity is provided by any other insurance.

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **Data Protection Legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim is first made against **You** in the **Period of Insurance** in respect of **Data Protection Legislation** then the indemnity provided by this extension is extended to indemnify **You** provided that the **Insurer** shall not be liable for:

- a) claims not insured by this extension;
- b) any claim or notice notified later than 28 days after receipt of such claim or notice.

Limit

The total amount the **Insurer** will pay in respect of:

- a) shall not exceed £1,000,000 in the **Period of Insurance**;

b) shall not exceed £100,000 in the **Period of Insurance**.

### 5) Defective Premises

The **Insurer** will indemnify 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 **You**. The **Insurer** will not provide any indemnity in respect of the cost of remedying any defect or alleged defect in the premises disposed of.

### 6) Overseas personal liability

The **Insurer** will indemnify:

- a) the **Insured**;
- b) **Employed Persons** of **Yours** and their families;
- c) at **Your** request any partner director or trustee of **Yours**

against their legal liability incurred in a personal capacity while such persons are temporarily outside the **Geographical Limits** in connection with the **Business**.

The **Insurer** will not provide any indemnity:

- a) arising out of the ownership or occupation of land or **Buildings**;
- b) where indemnity is provided by any other insurance.

### 7) Prosecution Defence Costs

The **Insurer** will subject to the limit of indemnity shown on **Your Schedule** indemnify the **Insured** in respect of:

- a) legal costs and expenses incurred with the **Insurer's** prior written consent;
- b) costs awarded against **You**;

in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- b) Part II of the Consumer Protection Act 1987;
- c) the Food Safety Act 1990

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

Provided that:

- a) the proceedings relate to the health, safety or welfare of any person;
- b) The total amount the **Insurer** will pay in respect of any one claim shall not exceed £500,000.

The **Insurer** will not provide any indemnity:

- a) where indemnity is provided by any other insurance;
- b) in circumstances where **Injury** or **Damage** has occurred which may be the subject of a claim under this **Section** (apart from this extension);
- c) in respect of any costs, expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990;
- d) where the proceedings have resulted from any deliberate act or omission by:
  - i) **You** or any director, trustee or partner of **Yours**;
  - ii) any **Employed Person** of **Yours** who has specific responsibility for compliance with the above legislation

which could reasonably have been expected to

constitute a breach of the above legislation

### 8) Clean-up Costs

Notwithstanding the '**Pollution or Contamination**' exclusion in the event of a **Sudden Pollution or Contamination Incident** the **Insurer** will indemnify **You** in respect of:

- a) **Clean-up Costs** arising solely under a statutory provision that operates in any part of the **Geographical Limits**;
- b) **Legal Costs** in relation to any matter which may form the subject of indemnity under this extension incurred with the **Insurer's** prior written consent;
- c) **Legal Costs** incurred with the **Insurer's** prior written consent in any appeal against any statutory notice served or to be served upon **You** by any enforcing authority for any enforcement action which would be the subject of indemnity under this extension.

No indemnity will be provided for costs (including **Clean-up Costs**):

- a) incurred in achieving any improvement, betterment or alteration in any original property;
- b) for remedial action carried out or in relation to property which at the time of the **Sudden Pollution or Contamination Incident** giving rise to such legal liability is owned by or held in trust by **You** or in **Your** custody or control;
- c) incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat;
- d) arising out of a genetically modified organism;
- e) comprising the first 10% of **Clean-up Costs** and **Legal Costs** arising out of any one **Sudden Pollution or Contamination Incident** subject to a minimum contribution by **You** of £2,500 and a maximum contribution of £25,000;
- f) arising solely from **Your** liability under legislation operating in any part of Great Britain or Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009.

Provided that:

- a) all **Pollution or Contamination** which arises out of one **Sudden Pollution or Contamination Incident** shall be deemed by **Us** to have occurred at the time such incident takes place;
- b) all costs covered under this extension will form part of and not exceed the limit of indemnity shown on **Your Schedule** for all incidents considered by the **Insurer** to have occurred during the **Period of Insurance** in respect of **Pollution or Contamination**.

Limit

The total amount payable under this extension shall not exceed £1,000,000 in respect of all **Clean-up Costs** and **Legal Costs** for all incidents occurring during the **Period of Insurance**

### 9) Libel slander and breach of intellectual property rights

The insurance by this extension is on a 'claims made' basis, which means it covers claims made against you – and notified to the Insurer – during the period of insurance. It is therefore most important that as soon as you become

aware of any claim being made against you, or any circumstances that may give rise to a claim, you notify the Insurer in writing.

The **Insurer** will indemnify **You** against **Your** legal liability to pay damages and **Legal Costs** arising from any claim first made against **You** and notified to the **Insurer** during the **Period of Insurance** caused by:

- a) the publication or utterance by **You** or on **Your** behalf of a libel or slander;
- b) infringement of trademark, registered design, copyright or patent right

in connection with **Your Business**.

The **Insurer** will not provide any indemnity:

- a) for criminal or intentional libel, slander or infringement;
- b) for any damages costs or expenses brought about by the personal spite or ill will of **You** towards a claimant in respect of libel or slander;
- c) in respect of publication or utterances made at the direction of any party entitled to indemnity by this **Section** with the knowledge of the libellous or slanderous effect thereof;
- d) in respect of any legal actions in a court of law outside the **Geographical Limits**;
- e) in respect of liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **You** at the inception of this extension;
- f) where indemnity is provided by any other insurance;
- g) in respect of liability arising solely under the terms of any contract or agreement.

Limit

The most the **Insurer** will pay in respect of all damages and **Legal Costs** is £250,000 in the **Period of Insurance**.

All claims attributable to the same act of libel, slander or infringement or series of acts resulting from or attributable to the same original cause or source will be regarded as one claim.

All such claims will be considered first made on the date on which the earliest claim is first made.

### 10) PR crisis communication

In the event of any incident occurring during the **Period of Insurance** which results or could result in **Adverse Publicity** the **Insurer** will pay the reasonable costs necessarily incurred for the services of marketing and public relations specialists chosen by the **Insurer** or approved by them to help minimise the risk of damage to **Your** reputation or public and market confidence in **Your Business**.

Provided that:

- a) the incident in the **Insurer's** opinion could result in a claim under this **Section** of the **Policy**;
- b) **You** take all reasonable measures to avoid or mitigate **Adverse Publicity**.

The **Insurer** will not provide any indemnity for **Adverse Publicity** that results from:

- a) an intentional or malicious act by any trustee, director or partner of **Yours**;
- b) any actual or alleged physical abuse, sexual harassment or sexual molestation.

Limit

The maximum amount the **Insurer** will pay is £25,000 or the limit shown on **Your Schedule** for all incidents occurring during the **Period of Insurance**.

### 11) Professional Indemnity (only operative if shown on Your Schedule)

The **Insurer** will indemnify:

- a) the **Insured** named on **Your Schedule**;
- b) any **Employee** of the **Insured**

against all amounts which the **Insured** or such **Employee** shall become legally liable to pay as damages and all other 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:

- a) during any period of insurance;
- b) within the **Geographical Limits**.

The **Insurer's** liability in respect of all

- a) damages 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.

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) 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 **Geographical Limits**.

### Exclusions

The Policy Exclusions apply to this **Section** and in addition no indemnity will be provided:

#### 1) Professional services

For any liability connected with any error or omission in the provision of professional services except as provided for under the Professional Indemnity extension, if operative;

#### 2) Injury to employees

For legal liability in respect of **Injury** to any **Employed Person** arising out of and in the course of their employment with **You** in connection with the **Business**;

#### 3) Property in your custody

For legal liability arising from **Damage to Property** which is owned or held in trust by **You** or which is in **Your** custody or control other than:

- a) personal effects including vehicles and their

contents belonging to **Employees** directors trustees partners or visitors;

**b)** premises and their contents not owned by leased or rented by **You** at which **You** are undertaking work in connection with the **Business**;

**c)** premises including fixtures and fittings hired by or leased, rented or borrowed by **You** but the **Insurer** shall not be liable for:

- i)** the first £250 of any **Damage** other than caused by fire or explosion;
- ii)** any liability arising solely under the terms of any contract or agreement;
- iii)** any liability which arises from an agreement to maintain in force insurance against loss of or **Damage** to the premises and their fixtures and fittings.

#### 4) Vehicles and crafts

For legal liability arising from ownership, possession or use by **You** or on **Your** behalf of:

- a)** any mechanically propelled vehicle other than **Your** legal liability in respect of:
- i)** the use of plant as a tool of trade on site;
  - ii)** the use of plant at **Your** premises;
  - iii)** the loading or unloading of any vehicle;
  - iv)** the movement of any vehicle not belonging to **You** which is interfering with the execution of the **Business**

except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation;

- b)** any craft designed to travel in, on or through water, air or space other than **Your** legal liability in respect of any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast.

#### 5) Pollution or contamination

For legal liability directly or indirectly caused by or arising from **Pollution or Contamination** unless the **Pollution or Contamination** is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Period of Insurance**.

All **Pollution or Contamination** which arises out of one incident shall be deemed by the **Insurer** to have occurred at the time the incident takes place.

#### 6) Product defects and recall

In respect of:

- a) Damage** to any:
- i) Product** supplied;
  - ii) contract work** executed by **You** which is caused by a defect or its unsuitability for its intended purpose;
- b)** the costs of recall, removal, repair, alteration, replacement or reinstatement of any:
- i) Product** supplied;
  - ii) contract work** executed;
- by **You** which is necessitated by a defect or its unsuitability for its intended purpose.

#### 7) Contractual liability

For legal liability arising from or in connection with any contract in respect of **Products** supplied or contract work executed by **You** unless liability would have attached in the absence of that contract.

#### 8) Fines or penalties

In respect of:

- a)** fines or penalties;
- b)** liquidated damages;
- c)** any compensation awarded by a court of criminal jurisdiction;
- d)** multiplied, aggravated, exemplary or punitive damages;
- e)** fees for intervention payable under the Health and Safety (Fees) Regulations 2012;
- f)** the costs of appeal against any improvement or prohibition notices;

#### 9) Products exported to North America

For legal liability caused by or arising from **Products** exported by **You** or on **Your** behalf to the United States of America or Canada.

#### 10) Aircraft products

For legal liability arising from **Products** incorporated in any craft designed to travel through air or space.

#### 11) Overseas work

For legal liability caused by or arising from any work undertaken outside of the **Geographical Limits** but this exclusion shall not apply to:

- a)** the supervision or execution of any manual work undertaken within the European Union;
- b)** non-manual work undertaken in any country provided the Foreign Commonwealth and Development Office has not advised against all travel or all but essential travel.

#### 12) Asbestos

For legal liability arising directly or indirectly from mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **Asbestos**.

However this shall not apply where removing, handling or disposing of **Asbestos** does not form part of **Your** usual **Business** or any contract work undertaken and

- a) You** have complied with any legal obligations to manage **Asbestos**; and
- b)** any discovery of **Asbestos** by **You** is unintentional and accidental; and
- c)** whereupon discovery of **Asbestos** all work immediately stops; and
- d)** a HSE licensed asbestos removal contractor is employed if legally required to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **Your** policies and which do not exclude the work to be carried out.

#### 13) Terrorism

For legal liability directly or indirectly caused by, resulting from or in connection with an **Act of Terrorism** arising at:

- a) premises of 40 storeys or more;
- b) sports stadia or exhibition venues where attendance may exceed 15,000 people at any one time.

#### **14) Dangerous dogs and dangerous wild animals**

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 **Your Schedule**.

#### **15) Abuse**

Any legal liability under this **Section** of the **Policy** directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect.

#### **16) Re-homing of animals**

For legal liability arising out of the re-homing of animals.



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

### Including:

Vet Fees

Death

Theft & Straying

Loss of Boarding Fees

Advertising & Reward

Animals in Transit

Custodial Responsibility (Negligence)

### Definitions which apply to the whole of Section 9

Each time any of the following words or phrases appear in this **Section** in bold type they will take the meaning shown below

<b>Accident:</b>	A sudden, unexpected and specific event which occurs at an identifiable time and place. All accidents arising from one event or one original cause will be treated by the <b>Insurer</b> as one accident. For the sake of clarity, an accident does not include physical damage or trauma of a gradual nature which happens over time.
<b>Animal:</b>	Any dog(s), cat(s), rabbit(s), small mammal(s) or other animals(s) (as previously agreed by <b>Us</b> in writing), and that are in <b>Your</b> care, custody and control or are otherwise <b>Your</b> responsibility in the normal course of <b>Your Business</b> or activity as described on <b>Your Schedule</b> .
<b>Clinical Signs(s):</b>	A change in the <b>Animal's</b> normal healthy state, or its bodily functions or behaviour.
<b>Illness(es):</b>	Any change(s) to a normal healthy state, sickness, disease, defects and abnormalities.
<b>Market value:</b>	The price generally paid for an <b>Animal</b> of the same age, breed, pedigree, sex and breeding ability just before the injury or <b>Illness</b> first showed <b>Clinical Signs</b> .
<b>Treatment:</b>	The cost of the following when required to treat an <b>Illness</b> or injury <ol style="list-style-type: none"><li>1) any examination, consultation, advice, tests, X-rays, diagnostic procedure, surgery and nursing carried out by a <b>Vet</b>, a veterinary nurse or another member of a veterinary practice under the supervision of a <b>Vet</b>, and</li><li>2) any medication legally prescribed by a <b>Vet</b>, and</li><li>3) physiotherapy, acupuncture, chiropractic manipulation, hydrotherapy and osteopathy carried out by a member of either the National Association of Veterinary Physiotherapists or the International Association of Animal Therapists.</li></ol>

<b>Vehicle:</b>	Any vehicle owned or operated by the <b>Insured</b> and used by <b>Your Business</b> or activity as described on <b>Your Schedule</b> .
<b>Vet:</b>	A veterinarian, specialist veterinarian, veterinary practice, clinic, hospital, centre including referral hospitals, who/ which in the UK is registered with the RCVS (Royal College of Veterinary Surgeons).
<b>Vet Fees:</b>	The amount <b>Vets</b> in general or referral practices usually charge.

### Exclusions which apply to the whole of Section 9

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

- 1) Any animal less than 8 weeks old;
- 2) Any animal which has been in the care, custody and control of **Your Business** or activity as described on **Your Schedule** for more than 6 months;
- 3) Any benefit under the whole of this **Section** of the **Policy** for animals in statutory quarantine unless stated otherwise on **Your Schedule**;
- 4) Strays, rescued animals, any animals owned by or the responsibility of a local authority, charity or public body unless stated on **Your Schedule**;
- 5) Any animal which the **Insured** owns or for which the **Insured** is responsible for outside of the **Your Business** or activity described on **Your Schedule**;
- 6) Any dogs used for guarding, racing or any commercial purpose unless stated on **Your 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) Any costs 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 injury, **Illness** or death of an **Animal** caused by an animal with the same owner.

### Conditions which apply to the whole of Section 9

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

- 1) The **Animal(s)** covered under **Section 9** must be:
  - a) being handled in the normal course of the **Business** or activity as described on **Your Schedule**;
  - b) in the care, custody and control of the boarding establishments under the terms of **Your** standard boarding contract;
- 2) The **Insured** must take proper care of the **Animal** whilst the **Animal** is in **Your** 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 the **Animal** for the **Business** or activity described on **Your Schedule** if the **Animal** 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 **We** or the **Insurers** need 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 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, **We** will tell the **Vet**:
  - a) if the **Policy** is currently in force;
  - b) what the insurance covers; and
  - c) how the **Insurer** calculates their payment;
- 7) If the total number of **Animals** boarded at the **Business** increases from the number shown on **Your Schedule**, the **Insured** must tell **Us** immediately. If the **Insured** does not tell **Us**, the **Insurer** may only pay a percentage of any claims for **Vet 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**. **We** 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 maximum benefit stated on **Your Schedule** under this **Policy**;
- 10) 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 **Your Schedule** less any **Excess**.

## Vet Fees

### Cover for Vet Fees

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

- 1) 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 activity as described on **Your Schedule** and occurring during the **Period of Insurance**.
- 2) showed **Clinical Signs** within 72 hours of leaving **Your** care except in the case of 'kennel cough' where the **Insurer** may at their absolute discretion extend this period.

### Exclusions which apply to Vet Fees

The Policy Exclusions and Exclusions which apply to the whole of Section 9 apply to this **Section** and in addition the **Insurer** will not pay for:

- 1) Any payment exceeding the maximum benefit as stated on **Your 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 **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;
- 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.

## Death

(following injury, **Illness** or a defined event as set out in **Section 1** of this **Policy**)

### Cover for Death

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

- 1) the death benefit, no greater than the amount stated on **Your Schedule**, which in turn is restricted to the Basis of Settlement clause;
- 2) 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 the **Business** or activity as described on **Your Schedule**.

### Basis of Settlement

The **Insurer** will restrict payment to the owner of the **Animal** only up to the maximum death benefit per **Animal** stated on **Your 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.

### Exclusions which apply to Death

The Policy Exclusions and Exclusions which apply to the whole of Section 9 apply to this **Section** and in addition the **Insurer** will not pay for:

- 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.

## Theft & Straying

### Cover for Theft & Straying

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

- 1) an **Animal** is stolen, strays or goes missing; or
- 2) 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, the **Insurer** will pay:
  - a) the purchase price of an **Animal** up to 5 years old;
  - b) the **Market Value** of an **Animal** aged 6 years or more; or
  - c) if there is no purchase receipt or formal proof of the amount paid for an **Animal** the **Insurer** will pay the **Market Value**

whichever is the lesser amount.

### Exclusions which apply to Theft & Straying

The Policy Exclusions and Exclusions which apply to the whole of Section 9 apply to this **Section** and in addition the **Insurer** will not pay for:

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

### Conditions which apply to Theft & Straying

The Policy Conditions and Conditions which apply to the whole of Section 9 apply to this **Section** and in addition the following:

- 1) If the **Animal** is found or returns, the **Insured** must repay to the **Insurer** the full amount that the **Insurer** has 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.

## Loss of Boarding Fees

(Only applicable to commercial animal boarding)

### Cover for Loss of Boarding Fees

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 **Your Schedule**.

### Exclusions which apply to Loss of Boarding Fees

The Policy Exclusions and Exclusions which apply to the whole of Section 9 apply to this **Section** and in addition the **Insurer** will not pay for:

- 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.

## Advertising and Reward

### Cover for Advertising and Reward

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

- 1) 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 **Business** or activity as described on **Your Schedule**;
- 2) 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 **Business** or activity as described on **Your Schedule**.

### Exclusions which apply to Advertising and Reward

The Policy Exclusions and Exclusions which apply to the whole of Section 9 apply to this **Section** and in addition the **Insurer** will not pay for:

- 1) Any reward that is not agreed in writing by **Us** 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 **Us**;
- 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**.

## Animals in Transit

### Definitions for Animals in Transit

**Territorial Limits:** England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man, including ferry crossings between these territories.

### Cover for Animals in Transit

The **Insurer** will pay the **Insured** for costs up to the

maximum benefit stated on **Your Schedule** and as set out under Vet Fees, Death, Loss of Boarding Fees, Advertising and Reward whilst the **Animal** is in transit for any reason associated with the **Business** or activity as described on **Your Schedule** by any means of non-professional road transit within the **Territorial Limits**, including coverage:

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

### Conditions which apply to Animals in Transit

The Policy Conditions and Conditions which apply to the whole of Section 9 apply to this **Section** and in addition the following:

#### 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 unattended **Vehicle** with adequate heating and ventilation and in accordance with The Animal Welfare Act 2006 (or as amended).

## Custodial Responsibility

### Cover for Custodial Responsibility

The **Insurer** will pay the **Insured** up to the limit stated on **Your 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 **Your Schedule**, and, pay (up to the limit stated on **Your Schedule**):

- 1) any compensation, in settlement of the claimants' claim; and
- 2) the claimants' costs and expenses in bringing the claim.

### Exclusions which apply to Custodial Responsibility

The Policy Exclusions and Exclusions which apply to the whole of Section 9 apply to this **Section** and in addition the **Insurer** will not pay for:

- 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 **Us**;
- 4) Any claim for any incident that occurred before this insurance was taken out;
- 5) Any claim that has not been notified to **Us** during the **Period of Insurance** in which it occurred.

### Conditions which apply to Custodial Responsibility

The Policy Conditions and Conditions which apply to the whole of Section 9 apply to this **Section** and in addition the following:

#### 1) The **Insured** must:

- a) 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;
- b) Immediately notify and send to **Us** any letter, writ, summons or particulars of claim.

- c) Not reply to any correspondence from the claimant or the claimant's representatives without **Our** prior written consent;
- d) Supply the **Insurer** via **Us** with all information that they may reasonably request in relation to the incident;
- e) Allow the **Insurer** or **Us** to take charge of the claim and to prosecute it on the **Insured's** behalf for the **Insurer's** benefit.

## Claims handling

In the event of a claim please notify us as soon as possible by:

Telephone: 0345 982 5499.

Email: enquiries@brooksbraithwaite.com

Address: Brooks Braithwaite (Sussex) Ltd, 4 Bridge Road Business Park, Bridge Road, Haywards Heath, West Sussex RH16 1TX

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

### **If your claim is for property damage, business interruption, money, own goods in transit, specified all risks, or frozen food:**

We recommend you check that the accident, loss or damage is covered by your policy. If you are in any doubt please contact us.

You should comply with the requirements for claim notification contained in the policy conditions, which details your obligations and the insurer's rights in the event of a claim. If you are in any doubt please contact us.

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 us before permanent repairs begin

Please do not dispose of damaged items before the insurer has 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

Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we or the insurer may:

- 1) forward a claim form for you to complete and sign;
- 2) appoint an independent loss adjuster to deal with your claim;
- 3) arrange for one of our claims staff to visit you;
- 4) reply to you by letter, by email or by telephone.

### **If your claim is for employers liability, public liability, products liability or professional indemnity:**

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 us, 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 or the insurer may:

- 1) forward a claim form for you to complete and sign
- 2) appoint an independent loss adjuster to deal with your claim
- 3) arrange for one of our claims staff to visit you
- 4) reply to you by letter, by email or by telephone

**If your claim is for care, custody & control of Animals:**

For any claims for vet fees, death, theft & straying, loss of boarding fees, advertising & reward, or animals in transit require a claim form to be completed and provided to us with any required supporting documentation before a claim can be assessed.

A claim form with its required supporting documentation must be submitted to us within 60 days of the animal completing treatment. We will not return any supporting documents sent to us.

The insurers will not pay for the production or any supporting documentation that may be required.

If you wish to offer a reward, this needs to be agreed by us before this can be included in advertisement.

The following supporting information is required for each claim

Section claim is for	Supporting documentation
<b>Vet Fee</b>	A detailed and itemised invoice of the fees being claimed for. If an animal was boarded with the business, a copy of the boarding contract.
<b>Death</b>	The pedigree certificate of the animal. Purchase receipt of the animal. A letter from the animal's owner confirming they wish to claim under this insurance for the value of the animal. A death certificate from a vet. If the animal was euthanised, a letter from the vet who carried out the euthanasia confirming the euthanasia was to alleviate pain and suffering. If the animal was euthanised, a detailed and itemised invoice of the fees of the euthanasia. If an animal was boarded with the business, a copy of the boarding contract.
<b>Theft &amp; straying</b>	The pedigree certificate of the animal. Purchase receipt of the animal. A letter from the animal's owner confirming they wish to claim under this insurance for the value of the animal. If the animal was stolen, the police crime reference number or written confirmation of the police report. If an animal was boarded with the business, a copy of the boarding contract.
<b>Loss of boarding fees</b>	The pedigree certificate of the animal. Purchase receipt of the animal. A letter from the animal's owner confirming they wish to claim under this insurance for the value of the animal. A death certificate from a vet. If an animal was boarded with the business, a copy of the boarding contract.

<b>Advertising &amp; Reward</b>	A detailed and itemised invoice and/or receipt of the costs of advertising. If a reward is paid, a detailed receipt for the reward paid. If an animal was boarded with the business, a copy of the boarding contract.
<b>Animals in Transit</b>	A detailed and itemised invoice of the fees being claimed for. If an animal was boarded with the business, a copy of the boarding contract.

For any claims for custodial responsibility, you must notify us as soon as possible of the potential claim and please ensure that your responsibility is not discussed with or admitted to anyone else and send any letters, writs, or summons to us unanswered.

## Making A Complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you wish to make a complaint, you can do so at any time by referring the matter in the first instance to us.

The address is:

Brooks Braithwaite (Sussex) Ltd  
4 Bridge Road Business Park, Haywards Heath, West  
Sussex RH16 1TX

Telephone: 0345 982 5499

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

Website: [www.brooksbraithwaite.com](http://www.brooksbraithwaite.com)

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 Brooks Braithwaite (Sussex) Ltd who will arrange for your complaint to be forwarded onto your insurer.

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.

## 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 or the insurers use your personal information**

### **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](http://www.brooksbraithwaite.com/privacy-policy). 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 Ecclesiastical use your 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).



**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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