



# Optima Trade Plus

Policy



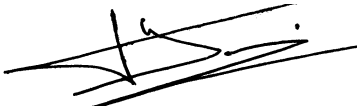
# OPTIMA TRADE PLUS POLICY

The **INSURED** has applied for this insurance to the Groupama Insurance Company Limited (the **COMPANY**) by a **PROPOSAL** which is the basis of this contract and is deemed to be incorporated herein and in consideration has paid or agreed to pay the premium

In return the **COMPANY** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms Conditions and Exclusions of this Policy

This Policy the Schedule the Appendices and Endorsements will be read together as one document

Signed for and on behalf of  
Groupama Insurance Company Limited



François-Xavier Boisseau  
Chief Executive Officer  
Groupama Insurance Company Limited  
6th Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB

Your policy and schedule should be read carefully to ensure that they meet your requirements. They contain details of the cover, exclusions and conditions that apply. Please contact your insurance advisor if they do not meet your needs in any respect or require amendment. Please keep your policy, schedule and other related documents in a safe place as you will need to refer to them if you make a claim.

# CONTENTS

	Page number
OUR CUSTOMER CARE POLICY	3 – 4
LEGAL HELPLINE	5
DEFINITIONS	6 – 10
GENERAL CONDITIONS	11– 14
GENERAL EXCLUSIONS	15 – 17
PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION	18 – 27
EMPLOYERS LIABILITY INSURANCE SECTION	28 – 30
TAX & PROPERTY PROTECTION INSURANCE SECTION	31
EMPLOYMENT & PROSECUTION PROTECTION SECTION	32 – 33
TOOLS AND TRANSIT INSURANCE SECTION	34 – 36
PROPERTY ALL RISKS SECTION	37 – 42
BUSINESS INTERRUPTION SECTION	43 – 45
CONTRACT WORKS AND PLANT SECTION	46 – 49
PERSONAL ACCIDENT	50 – 51

## **OUR CUSTOMER CARE POLICY**

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

### **For complaints about claims, contact the Claims Centre Manager at:**

Groupama Insurances  
Commercial Claims Centre  
3<sup>rd</sup> Floor Building One  
Imperial Place  
Elstree Way  
Borehamwood  
Hertfordshire  
WD6 1JN.

Phone: **0870 600 2123**

Fax: **0870 600 2102**

E-mail: **smeclaims@groupama.co.uk**

### **For complaints about policy administration and documents, contact the Operations Manager at:**

Groupama Insurances  
Groupama House  
60 Spring Gardens  
Manchester  
M60 1HU.

Phone: **0870 850 0123**

Fax: **0870 850 0885**

E-mail: **sme@groupama.co.uk**

### **If you are not happy with our response to your complaint, please write to our Chief Executive at:**

Groupama Insurances  
6th Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB.

Phone: **0870 850 8510**

Fax: **020 7264 2860**

## OUR CUSTOMER CARE POLICY (continued)

We promise to:

- acknowledge your complaint within five days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint; and
- respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more.

### Financial Ombudsman Service

If you are still not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR.  
Phone: **0845 080 1800**

You can visit the Financial Ombudsman Service website at **[www.fos.org.uk](http://www.fos.org.uk)**

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

If you take any of the action mentioned above, it will not affect your right to take legal action.

### Financial Services Authority

Groupama Insurance Company Limited is authorised and regulated by the Financial Services Authority. You can check their website ([www.fsa.gov.uk](http://www.fsa.gov.uk)), which includes a register of all the firms they regulate, or you can phone them on **0845 606 1234**.

### Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **[www.fscs.org.uk](http://www.fscs.org.uk)** or by phone on **020 7892 7300**.

## **LEGAL HELPLINE**

The policyholder has access to Abbey Legal Protection Ltd's 24 hour telephone legal helpline on any legal problem in connection with their business. The advice provided is confidential and impartial and is given without charge and can be confirmed in writing. If you require advice the telephone number is 0870 908 0793 quoting ALP 1080 as the reference number.

The Legal Helpline is not empowered to give advice on the admissibility of any claim under the Policy. In the interests of monitoring the quality of legal advice given conversations may be recorded.

The Legal Helpline has been arranged for the benefit of policyholders and does not form part of any contractual relationship between the policyholder and Groupama Insurance Company Limited.

## DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the Schedule the Clauses the Endorsements and Extensions

### AVERAGE

means that whenever the Sum Insured is declared subject to **AVERAGE** if the Sum Insured at the time of **DAMAGE** is less than 85% of the total value of the Property Insured then the **INSURED** shall be his or her own insurer for the difference and shall bear a proportional part of the loss accordingly

### AWARDS OF COMPENSATION

means Basic and Compensatory Awards made against the **INSURED** by an Industrial Tribunal or settlement thereof agreed in conciliation proceedings subject to the **COMPANYS** consent but not Special Awards or Interim Relief Payments or arrears of pay or awards of damages under the Equal Pay Act 1970 (as may be amended or consolidated from time to time) or arising out of failure to comply with awards in respect of reinstatement or reengagement

### BODILY INJURY

means physical injury (other than when directly or indirectly caused by illness or disease) caused solely and directly by accidental means and shall include exposure to the elements

### BUSINESS CONTENTS

means

1. machinery plant trade utensils tools implements fixtures and fittings
2. office equipment and machinery
3. patterns models moulds plans and designs
4. computer records documents manuscripts and business books for an amount not exceeding £5000 in respect of any one loss or the **BUSINESS CONTENTS** Sum Insured whichever is the less
5. tenants improvements
6. computers and computer equipment and accessories for an amount not exceeding £5000 or the **BUSINESS CONTENTS** Sum Insured whichever is the less

the property of the **INSURED** or for which the **INSURED** is responsible and if not otherwise insured

### COMPANY

means Groupama Insurance Company Limited

### CONTRACT

means any contract or agreement for the performance of work in connection with the **TRADE or BUSINESS**

### DAMAGE

means accidental loss damage or destruction

### DIRECTOR

means a director of the **INSURED** where the **INSURED** is a Limited Company

### DEFINED PERILS

means fire lightning explosion theft earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by a road vehicle or animal or any article dropped from a road vehicle

## DEFINITIONS (continued)

### EFFECTIVE TIME

means the period specified in the Schedule during which cover is effective

### EMPLOYEE

means any

- (1) person under a contract of service or apprenticeship with the **INSURED**
- (2) self-employed person labour only sub-contractor labour master or person supplied by any of them
- (3) person seconded to acquire work experience under a scheme or otherwise
- (4) person hired to or borrowed by the **INSURED**
- (5) voluntary worker

whilst working for the **INSURED** in the course of the **TRADE or BUSINESS**

This Definition is not applicable to the Employment Protection Insurance Section which has its own Definition of **EMPLOYEE** applicable to that Section only

### EXCESS

means the amount which will be deducted by the **COMPANY** from the total agreed amount of each and every claim other than claims relating to **INJURY** for which there is no **EXCESS**

### FEES AND EXPENSES

means any professional fees expenses and other disbursements reasonably incurred on behalf of the **INSURED** with the **COMPANYS** written consent

### HAZARDOUS ACTIVITIES

means

- (i) flying (including hot-air ballooning hang gliding and micro-lighting) other than as a fare paying passenger in a licensed passenger aircraft
- (ii) equestrian activities or show jumping
- (iii) hunting or shooting
- (iv) horse riding involving point to point events eventing steeple chasing cross country riding or fox hunting
- (v) martial arts boxing wrestling or judo
- (vi) motor sports rallies and competitions
- (vii) motor cycling (including motor tri-cycling and quad-cycling) whether as a rider or passenger
  - (a) on a public highway unless the Insured Person is wearing a crash helmet and has the appropriate licence to do so
  - (b) not on a public highway
- (viii) mountaineering abseiling or rock climbing requiring use of ropes or ladders
- (ix) organised team football (including American Australian and Association football) ice hockey hockey lacrosse curling shinty or rugby
- (x) parachuting parasailing or parascending
- (xi) pot-holing
- (xii) professional sporting activities of any kind
- (xiii) speed boating and/or power boating in vessels capable of speeds in excess of 20 knots
- (xiv) racing (other than on foot or whilst swimming)
- (xv) rafting canoeing or kayaking in white-water rapids
- (xvi) any form of swimming at a depth of 30 metres or more

## DEFINITIONS (continued)

- (xvii) any form of swimming using breathing apparatus other than a snorkel unless the Insured Person is a qualified diver accompanied by a fellow diver or is unqualified but accompanied by a qualified instructor
- (xviii) water-skiing
- (xix) competitive winter sports including skiing of any form ice-skating and use of sledges skeletons snow boards snow mobiles bobsleighs toboggans or luge
- (xx) yachting

### INJURY

means bodily injury death illness disease or shock causing bodily injury

### INSURED

means the person or persons or corporate body named in the Schedule and includes

- (1) the legal personal representatives in the event of the **INSUREDS** death in respect of liability incurred by the **INSURED**
- (2) at the **INSUREDS** request any **DIRECTOR PARTNER** or **EMPLOYEE**

### MAINTENANCE PERIOD

means a period stated in the conditions of a **CONTRACT** but not exceeding a period of 12 months

### MONEY

means coins bank and currency notes bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants travellers cheques unused current postage stamps holiday with pay stamps National Insurance Stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift tokens consumer redemption vouchers trading stamps telephone cards travel cards unexpired units in franking machines and VAT purchases invoices belonging to the **INSURED** or for which they are responsible and pertaining to the **TRADE or BUSINESS**

### OFFSHORE

means as from the time when the **INSURED DIRECTORS PARTNERS** or **EMPLOYEES** or any other person or persons for whom the **INSURED** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

### PARTNER

means a partner of the **INSURED** where the **INSURED** is a partnership

### POLLUTING or CONTAMINATING or SEEPING SUBSTANCES

means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed and used by the **INSURED** for the **TRADE or BUSINESS** stated in the Schedule

## DEFINITIONS (continued)

### **POLLUTION or CONTAMINATION**

means

- (1) all **POLLUTION or CONTAMINATION** of buildings or other structures or of water or land or the atmosphere
- (2) all **INJURY** loss or damage to material property directly or indirectly caused by **POLLUTION or CONTAMINATION**

arising from **POLLUTING or CONTAMINATING or SEEPING SUBSTANCES**

### **PREMISES**

means buildings being commercial buildings or private dwelling house or private flat including all outbuildings and garages and land occupied in full or in part by the **INSURED** for the **TRADE or BUSINESS** situated as stated in the Schedule

### **PRINCIPAL**

means any public authority government body company firm organisation or person for whom the **INSURED** is undertaking a **CONTRACT**

### **PROCEEDINGS**

means civil or criminal tribunal legal proceedings or appeals arising therefrom

### **PRODUCT**

means goods or other material property sold supplied delivered installed erected processed repaired altered treated or tested by or on behalf of the **INSURED** in the course of the **TRADE or BUSINESS** and not within the custody of the **INSURED**

### **PROPOSAL**

means any signed proposal form and declaration or any statement of facts and any other information in connection with this insurance supplied by or on behalf of the **INSURED**

### **REMEDIATION**

includes "remediation" under the Environment Act 1995

### **STOCK**

means stock and materials in trade work in progress and finished goods the property of the **INSURED** or for which the **INSURED** is responsible

### **TAX INVESTIGATION**

means a full enquiry by Her Majesty's Revenue and Customs into the **INSUREDS** self assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which includes a request to examine all the business books and records of the **INSURED**

Where the **INSURED** is a Limited Company and prior to the introduction of self assessment for Limited Companies **TAX INVESTIGATION** shall mean any non-routine investigation into the **INSUREDS** corporation tax return by the Inspector of Taxes where there is an expression of dissatisfaction with the corporation tax accounts which results in an examination of all the business books and records of the **INSURED**

## DEFINITIONS (continued)

### TERRITORIAL LIMITS

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) any other member country of the European Union
- (3) elsewhere in the world (excluding USA and Canada) in respect of **INJURY** or **DAMAGE** caused by or arising from non-manual activities of any **DIRECTOR PARTNER** or **EMPLOYEE** normally resident within the territories specified in (1) of this Definition and occurring during any temporary visit made in connection with the **TRADE** or **BUSINESS**

### TOOLS OF TRADE

Portable hand tools (including power driven portable hand tools) ladders and office equipment (including mobile telephones and computer equipment) and vehicular satellite navigation equipment used in connection with the **TRADE or BUSINESS** the property of the **INSURED** and/or **EMPLOYEES** or hired in for which the **INSURED** and/or **EMPLOYEES** are responsible under a written contract of hire

### TRADE or BUSINESS

means only the **TRADE or BUSINESS** specified in the Schedule and includes

- (1) the provision and management for the benefit of the **INSURED** or **EMPLOYEES** of canteen social sports educational or welfare facilities and first aid fire security and ambulance services
- (2) the ownership and routine maintenance and repair of the **PREMISES** from which the **TRADE or BUSINESS** is conducted
- (3) the performance of private duties by **EMPLOYEES** at the request of the **INSURED** or any **DIRECTOR or PARTNER**

### UNOCCUPIED

means empty or not in use

# GENERAL CONDITIONS

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

**Conditions 1 to 7 inclusive are all conditions precedent to the liability of the COMPANY**

## **1 OBSERVANCE OF POLICY TERMS**

The answers and statements in the **PROPOSAL** are true and complete and the **INSURED** will observe and fulfil the terms Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the **INSURED**

## **2 REASONABLE PRECAUTIONS**

The **INSURED** will take all reasonable precautions to prevent **INJURY** loss or damage and take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations

## **3 PAYMENT OF PREMIUM**

- (a) The Premium will be paid when due otherwise all benefit under this Policy will be forfeited and the Policy will be cancelled from the date when the Premium was due
- (b) If the Premium for the Policy is paid through the **COMPANYS** credit scheme
  - (i) it is a condition precedent to the **COMPANYS** liability that each credit payment is made on the due date as required by the repayment schedule of the credit scheme
  - (ii) in the event of a default through non-compliance with credit scheme Terms and Conditions the Policy will be cancelled from the date of the first default
  - (iii) in the event of a default in the repayment schedule occurring through circumstances other than a breach of the Terms and Conditions of a credit scheme then the Policy will be suspended for 21 days in order for the default to be remedied If the default remains unremedied within that time the Policy will be cancelled at the end of that 21 day period

## **4 ALTERATION OF TRADE OR BUSINESS OR NUMBER OF PERSONS WORKING**

The **INSURED** will immediately notify the **COMPANY** in writing of any alteration in the **TRADE or BUSINESS** which may increase the risk of **INJURY** or loss or damage including any alteration in the maximum number of persons stated in the Schedule working in the **TRADE or BUSINESS**

## **5 CLAIMS - INSUREDS ACTION**

Whenever anything occurs which might give rise to a claim under this Policy the **INSURED** will

- (a) immediately notify the **COMPANY** but no later than
  - (i) 7 days after the date of loss for any claim in respect of riot civil commotion strikers or locked out workers
  - (ii) 7 days after the date of loss for any claim in respect of Hired in Plant
  - (iii) 30 days after the date of loss for any other lossand provide such written information or details as may be required
- (b) immediately notify the Police of any loss of **MONEY** or **DAMAGE** by theft or malicious persons
- (c) do and permit to be done all things reasonably practicable to minimise the **DAMAGE** or to minimise or check any interruption of or interference with the **BUSINESS** or to avoid or diminish the loss
- (d) send to the **COMPANY** immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim
- (e) not admit liability to any party

## GENERAL CONDITIONS (continued)

- (f) in the event of a claim being made under the Business Interruption Section of the Policy not later than thirty days after the expiry of the **INDEMNITY PERIOD** or within such further time as the **COMPANY** may in writing allow at his own expense deliver to the **COMPANY** in writing a statement setting forth particulars of his claim together with details of all other insurances covering the **DAMAGE** or any part of it or consequential loss of any kind resulting therefrom
- (g) at his own expense produce and furnish to the **COMPANY** such books of account and other documents proofs information explanation and other evidence as may reasonably be required by the **COMPANY** 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 therewith

### 6 CLAIMS - CO-OPERATION

The **INSURED** will provide all help assistance and cooperation required by the **COMPANY** in connection with any claim

### 7 RISK IMPROVEMENT REQUIREMENTS

All Risk Improvement Requirements notified to and agreed by or on behalf of the **INSURED** shall be complied with and continue to be complied with during the whole currency of the Policy

### 8 CLAIMS - COMPANYS RIGHTS

The **COMPANY** having been advised of a claim or of an occurrence which might give rise to a claim under this Policy will be entitled

- (a) to undertake in the name of the **INSURED** the defence control or settlement of any claim and for its own benefit take proceedings in the **INSURED'S** name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made
- (b) to pay to the **INSURED** in settlement of its liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
  - (i) the Limit of Indemnity or Sum Insured of the appropriate Section or
  - (ii) such lesser amount for which the claim or claims may be settled

The **COMPANY** will only provide indemnity for costs fees or expenses incurred up to the date of such payment less any amounts already paid

This paragraph (b) does not apply to the Employers Liability Insurance Section or the Public and Products Liability Insurance Section

- (c) at its sole option indemnify the **INSURED** by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof The **COMPANY** will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one Item Insured more than the Sum Insured thereon

### 9 PAYMENT OF CLAIMS

In the event of a claim being made under the Policy the Premium and Tax for which is paid through the **COMPANYS** credit scheme the **COMPANY** may avail itself of the Terms and Conditions of the credit scheme and deduct any sum outstanding from the **INSURED** to the **COMPANY** in respect of the credit facility from any settlement due to the **INSURED** of a claim made under this Policy

### 10 CLAIMS - REPAYMENT OF EXCESS

The **INSURED** will repay to the **COMPANY** the amount of any **EXCESS** for which the **COMPANY** has made payment

## GENERAL CONDITIONS (continued)

### 11 DISHONESTY

If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the **INSURED** or any **DIRECTOR** or **PARTNER** or anyone acting on the **INSURED'S** behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of the **INSURED** or any **DIRECTOR** or **PARTNER** then all benefits under this Policy will be forfeited

### 12 ARBITRATION

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who is to decide the matter in dispute according to English law and is to be appointed by the parties in accordance with the English statutory provisions in that behalf for the time being in force

Where any difference is by this Condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **COMPANY**

### 13 OTHER INSURANCES

If at the time of any loss damage or injury there is any other insurance other than a more specific insurance covering the same property or liability or contingency the **COMPANY** will not be liable for more than its rateable proportion thereof and the **INSURED** will declare to the **COMPANY** the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance

### 14 VOIDANCE

The Policy will be voidable in the event of nondisclosure of any material information or fact or misrepresentation or misdescription

### 15 LAW GOVERNING THE POLICY

Where the **INSURED** is an individual the **INSURED** has the right to choose the law which shall apply to this contract

However the law of England shall apply unless otherwise agreed in writing by the **COMPANY**

Otherwise any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English law and the **INSURED** will submit any such dispute or difference to the exclusive jurisdiction of the English Courts

### 16 VALUE ADDED TAX

If the **INSURED** is registered for VAT the **COMPANY** will not pay the VAT element of any **FEES AND EXPENSES** bills

## GENERAL CONDITIONS (continued)

### 17 CANCELLATION

The **COMPANY** may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the **INSURED**s address last known to the **COMPANY** and in such event the **COMPANY** will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

The **INSURED** may cancel this Policy at any time by giving the **COMPANY** written notice and in such event the **COMPANY** will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to

- 1 no claims having been made and no incidents having arisen that could result in a claim under this Policy
- 2 a minimum premium of £25 plus Insurance Premium Tax being retained by the **COMPANY**

<b>Number of months on cover from commencement of the Period of Insurance</b>	<b>Percentage of current Premium returned including Tax</b>
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
Within 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

### 18 COOLING OFF PERIOD

If the **INSURED** decides not to proceed with this insurance within fourteen days of receipt of the Policy documents the **COMPANY** will refund any premium and tax the **INSURED** has paid subject to

- 1 the **INSURED** notifying the broker or organisation that sold the Policy and returning the original Policy schedule and certificates to them within fourteen days of receipt
- 2 no claims having been made and no incidents having arisen that could result in a claim under the Policy

### 19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person or company who was 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

### 20 EMPLOYERS LIABILITY RIGHT OF RECOVERY

Where Employers Liability risks are insured by this Policy the indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

However the **INSURED** will repay to the **COMPANY** all sums paid by the **COMPANY** which the **COMPANY** would not have been liable to pay but for the provisions of such law

# GENERAL EXCLUSIONS

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

The **COMPANY** will not be liable for

## 1. **Nuclear Risks**

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- (a) loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This General Exclusion does not apply to the Employers Liability Insurance Section

## 2. **War Risks**

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any contingency or injury occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

This General Exclusion does not apply to the Employers Liability Insurance Section

## 3. **Pressure Waves**

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loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

## 4. **Excluded Property and Contingencies**

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loss damage or destruction to property or liability or contingencies more specifically insured by any other policy or security

## 5. **Fines or Penalties**

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the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

## 6. **Fraud**

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- (a) loss damage or destruction by fraud forgery or deception
- (b) theft or any attempt thereat in which any **DIRECTOR PARTNER EMPLOYEE** or any member of the **INSUREDS** family is concerned as principal or accessory

## 7. **Northern Ireland**

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loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons

## GENERAL EXCLUSIONS (continued)

*These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated*

### **8. Pollution or Contamination**

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*loss damage or destruction from pollution or contamination unless arising in consequence of **DAMAGE** caused by or resulting in a **DEFINED PERIL***

*This General Exclusion does not apply to the Public and Products Liability Insurance Section and its Extensions*

### **9. Change in Water Table Level**

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*loss damage or destruction attributable solely to change in the water table level*

### **10. Consequential Loss or Damage**

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*consequential loss or damage of any kind or description except where specifically included*

### **11. Terrorism**

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*liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with*

- (a) any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss*
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM***

*except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees*

*For the purpose of this Exclusion an act of **TERRORISM** means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear*

*In any action suit or other proceedings where the **COMPANY** alleges that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Indemnity) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Indemnity) shall be upon the **INSURED***

*In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect*

## GENERAL EXCLUSIONS (continued)

*These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated*

### **12. Date Recognition/Discontinuity Exclusion**

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*loss damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the **INSURED** or not and whether occurring before during or after the Year 2000*

- (a) correctly to recognise any date as its true calendar date or*
- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
  - (i) treating any date otherwise than as its true calendar date or*
  - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date**

*or*

- (c) otherwise to function correctly*

*but should such loss damage or destruction or consequential loss result in additional **DAMAGE** or consequential loss (which is not otherwise excluded) caused by*

- (i) **DEFINED PERIL** other than theft or*
- (ii) theft other than in respect of **MONEY***

*where insured and not otherwise excluded then this Exclusion shall not apply to such additional **DAMAGE** or consequential loss*

*This General Exclusion does not apply to the Employers Liability Insurance Section or the Public and Products Liability Insurance Section*

*All other terms Conditions and Exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary*

# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) physical loss of or physical damage to material property
- (c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water

occurring within the **TERRITORIAL LIMITS** and resulting directly from the **TRADE or BUSINESS** during the Period of Insurance

## LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** in respect of all indemnity payable under this Section and Extensions of this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Schedule

Provided that the liability of the **COMPANY** for all indemnity payable in respect of or arising out of **PRODUCTS** will not exceed in the aggregate the Limit of Indemnity stated in the Schedule in any one Period of Insurance

## DISCHARGE OF LIABILITY

The **COMPANY** having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the **INSURED** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (a) the Limit of Indemnity (less any amounts already paid as damages) or
- (b) such other amount for which the claim or claims may be settled

The **COMPANY** will then relinquish control of and be under no further liability in respect of such claim or claims except for costs and expenses incurred up to the date of such payment

## EXCLUSIONS

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

The **COMPANY** will not be liable for

### 1 EXCLUDED LOCATIONS

*liability arising in connection with work on or in*

- (a) docks harbours or railways
- (b) watercraft or offshore gas or oil installations
- (c) chemical or petrochemical works oil or gas refineries or storage facilities
- (d) aircraft airports or airfields
- (e) collieries mines or quarries
- (f) power stations
- (g) any installation where nuclear processing is undertaken

### 2 DEFECTIVE GOODS

*the cost of recalling repairing or replacing materials or goods sold or supplied or of rectifying defective workmanship*

### 3 LIABILITY UNDER AN AGREEMENT

*liability assumed under any contract or agreement which would not have arisen in the absence of such contract or agreement other than as stated in Extension 7*

### 4 FAULTY DESIGN

*liability arising out of advice design formula plan or specification given separately for a fee or other remuneration by or on behalf of the **INSURED***

### 5 INJURY TO EMPLOYEES

*liability for **INJURY** to any **DIRECTOR PARTNER** or **EMPLOYEE** where such **INJURY** arises out of and in the course of employment by the **INSURED***

### 6 OFFSHORE

*liability arising out of any work undertaken or visit **OFFSHORE***

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

### **EXCLUSIONS - continued**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

#### **7 PROPERTY IN INSUREDS CUSTODY**

*liability for or arising out of loss of or damage to material property*

- (i) in the custody or control of or owned by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE***
- (ii) being worked on by or on behalf of the **INSURED** if loss or damage is as a direct result of such work other than
  - (a) personal effects of **DIRECTORS PARTNERS** or **EMPLOYEES***
  - (b) premises including their contents not owned rented to or leased by the **INSURED** but temporarily occupied by the **INSURED** for the purpose of carrying out work therein or thereon**

#### **8 LOPPING TOPPING OR FELLING OF TREES**

*liability caused by or arising out of*

- (a) lopping topping or felling of trees*
- (b) any pruning of trees shrubs or bushes above 3 metres in height*
- (c) any use of explosives*
- (d) crop spraying*

#### **9 ALARM AND SECURITY INSTALLATIONS**

*liability arising out of or in consequence of*

- (i) the failure or partial failure*
- (ii) advice relating to or the design plan or specification of any form of
  - (a) alarm system equipment or installation*
  - (b) fire control or extinguishment system or installation*
  - (c) electronically operated shutters or cameras or any other form of electronically controlled security equipment*
  - (d) lock or security device**

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

### **EXCLUSIONS - continued**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

#### **10 VEHICLES AND CRAFT**

*liability arising out of the ownership possession or use of any*

- (a) mechanically propelled vehicle including anything attached to it
  - (i) used in circumstances where insurance or security is required by law*
  - (ii) where indemnity is provided by any other policy or security**
- (b) watercraft hovercraft or aircraft*

#### **11 PROPERTY DAMAGE EXCESS**

*the first £250 of any claim for loss of or damage to property*

#### **12 DATE RECOGNITION/DISCONTINUITY**

*liability of whatsoever nature directly or indirectly caused by or contributed to or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the **INSURED** or not and whether occurring before during or after the year 2000*

- (i) correctly to recognise any date as its true calendar date*
- (ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of
  - (a) treating any date otherwise than as its true calendar date*
  - (b) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes the loss of data or information or command or instruction or the inability to capture save retain or correctly to process such data or information or command or instruction on or after any date or*
  - (c) otherwise to function correctly**

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

### **EXCLUSIONS - continued**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

### **13 POLLUTION**

*liability in respect of **POLLUTION or CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING or CONTAMINATING or SEEPING SUBSTANCES** or **REMEDIATION** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance*  
*Provided that*

- (a) all **POLLUTION or CONTAMINATION** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place*
- (b) the liability of the **COMPANY** for all damages and claimants costs and expenses payable in respect of all **POLLUTION or CONTAMINATION** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule*

*but in no event shall this Policy cover any liability in respect of **POLLUTION or CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING or SEEPING SUBSTANCES** or **REMEDIATION** in the United States of America or Canada*

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

### **EXCLUSIONS** – continued

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

#### **14 ASBESTOS**

*any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos*

*This Exclusion shall not apply in respect of such removal or disposal provided that*

- 1 such activity does not form part of the **INSURED'S** usual **TRADE or BUSINESS** or contract and*
- 2 the discovery of asbestos by the **INSURED** is unintentional and accidental and*
- 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*
- 4 an HSE licensed asbestos removal contractor is employed if legally required
  - (a) to make safe the area in which the discovery is made as soon as is practicable*
  - (b) who has Employers Liability and Public Liability insurances in force
    - (i) that provide Limits of Indemnity no less than those stated in the Schedule and*
    - (ii) that do not exclude the work to be carried out***

#### **15 MOULD**

*liability arising out of mould or toxic mould*

# PUBLIC AND PRODUCTS LIABILITY INSURANCE

## SECTION - EXTENSIONS

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

### 1 CROSS LIABILITIES

If more than one person is named in the Schedule as the **INSURED** the **COMPANY** will indemnify each person as though a separate Policy had been issued to each person and the **COMPANY** agrees to waive all rights of subrogation against any such person

Provided that the total liability of the **COMPANY** in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity stated in the Schedule

### 2 LEGAL COSTS AND EXPENSES

The **COMPANY** will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event

which may be the subject of indemnity under this Section

### 3 DEFECTIVE PREMISES ACT 1972

The **COMPANY** will indemnify the **INSURED** against liability for **INJURY** or **DAMAGE** arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with premises previously owned by the **INSURED** for purposes pertaining to the **TRADE or BUSINESS** and since disposed of by the **INSURED**

The **COMPANY** will not be liable under this Extension

- (a) for **INJURY** or **DAMAGE** happening prior to the disposal of the premises
- (b) for the costs of remedying any defect or alleged defect in the premises disposed of
- (c) if the **INSURED** is entitled to indemnity from any other source

### 4 LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSURED'S** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (i) Health and Safety at Work etc Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978
- (iii) Part II of the Consumer Protection Act 1987

Provided that the offence under such legislation

- (a) is alleged to have been committed during the Period of Insurance in connection with the **TRADE or BUSINESS** within the **TERRITORIAL LIMITS**
- (b) relates to the health safety and welfare of any person other than a **DIRECTOR** or **EMPLOYEE**

The **COMPANY** will not be liable under this Extension for

- (i) the cost of any fine or penalty
- (ii) legal costs and expenses where indemnity is provided by any other insurance
- (iii) legal costs and expenses arising out of any deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION - EXTENSIONS (continued)**

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

## **5 MOTOR CONTINGENT LIABILITY**

The **COMPANY** will indemnify the **INSURED** against legal liability arising out of the use by any **EMPLOYEE** for the purposes of the **TRADE or BUSINESS** of any motor vehicle not belonging to or provided by the **INSURED**

The **COMPANY** will not be liable under this Extension in respect of

- (a) indemnifying any party other than the **INSURED**
- (b) loss of or damage to such motor vehicle or to property conveyed therein or thereon
- (c) **INJURY** or **DAMAGE** arising while such vehicle is being driven by the **INSURED** or any **PARTNER** or **DIRECTOR**
- (d) legal liability where indemnity is provided under any other insurance or security
- (e) **INJURY** to any **EMPLOYEE**
- (f) **INJURY** or **DAMAGE** occurring outside any country within the European Union

## **6 LEASED AND RENTED PREMISES**

The **COMPANY** will indemnify the **INSURED** against legal liability for **DAMAGE** to premises leased hired or rented to the **INSURED** for the purpose of the **TRADE or BUSINESS** within the **TERRITORIAL LIMITS**

The **COMPANY** will not be liable under this Extension in respect of

- (a) the first £100 of such **DAMAGE** caused otherwise than by fire or explosion
- (b) liability for **DAMAGE** assumed by the **INSURED** under a tenancy or other agreement which would not have attached in the absence of such agreement

## **7 CONTRACTUAL LIABILITY**

The **COMPANY** will indemnify the **INSURED** in respect of liability in accordance with the cover provided by this Section assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement provided that full conduct and control of all claims is vested in the **COMPANY**

The **COMPANY** will not be liable for

- (a) liquidated damages fines or penalties
- (b) **DAMAGE** to material property against which the **INSURED** is required to effect insurance under the terms of clause 21.2.1 of the JCT Standard Form of Building Contract (or any subsequent revision or substitution of clause 21.2.1) or under the terms of any other contract or agreement requiring insurance of a similar kind
- (c) **DAMAGE** to material property brought on to any site of contract or place of work for the purpose of such contract or work
- (d) liability arising from **PRODUCTS** supplied under a contract of sale

## **8 MECHANICAL PLANT AS TOOL OF TRADE**

The **COMPANY** will indemnify the **INSURED** in respect of liability arising out of ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the **TERRITORIAL LIMITS** but not in respect of any liability

- (a) in connection with any watercraft hovercraft or aircraft
- (b) if indemnity is provided under any other insurance or security
- (c) which is required to be insured under any road traffic legislation or is the subject of other security

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION - EXTENSIONS (continued)**

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

## **9 INDEMNITY TO PRINCIPAL**

The **COMPANY** will indemnify any **PRINCIPAL** in respect of the legal liability of such **PRINCIPAL** arising out of work carried out by the **INSURED** under a contract or agreement provided that

- (a) an indemnity would have been provided under this Policy had the claim been made against the **INSURED**
- (b) the **PRINCIPAL** complies with and is subject to the terms and Conditions of this Policy in so far as they can apply
- (c) the conduct and control of all claims is vested in the **COMPANY**

## **10 COURT ATTENDANCE COMPENSATION**

In the event of any of the undermentioned persons attending court as a witness at the request of the **COMPANY** in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Section the **COMPANY** will provide compensation to the **INSURED** at the following rates per day for each day on which attendance is required

- (a) any **DIRECTOR** or **PARTNER** £500
- (b) any **EMPLOYEE** £250

## **11 DATA PROTECTION ACT 1998**

The **COMPANY** will indemnify the **INSURED** against legal liability to pay damages for damage or distress under the provisions of Section 13 of the Data Protection Act 1998

Provided that

- (a) the act or omission from which liability arises is committed during the Period of Insurance in connection with the **TRADE or BUSINESS**
- (b) the **INSURED** is correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration which has not been refused or withdrawn

The **COMPANY** will not be liable for

- (i) liability arising from
  - a) the processing of data for reward
  - b) the determining of the financial status of a person
  - c) a deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** from which liability could reasonably be expected by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** having regard to the nature and circumstances of such act or omission
  - d) any agreement which would not have attached in the absence of such agreement
  - e) indemnity provided under any other insurance
- (ii) any fine or penalty
- (iii) any costs of replacing reinstating rectifying destroying or erasing any data
- (iv) any amount in excess of the Limit of Indemnity stated in the Schedule

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION - EXTENSIONS (continued)**

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

## **12 OVERSEAS PERSONAL LIABILITY**

The **COMPANY** will indemnify the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental

- (a) **INJURY** to any person
- (b) physical loss of or physical damage to material property

occurring during the Period of Insurance within the territories stated in (2) and (3) of the **TERRITORIAL LIMITS** during temporary visits in connection with the **TRADE or BUSINESS**

Provided that

- (i) the conduct and control of all claims is vested in the **COMPANY**
- (ii) any person entitled to indemnity under this Extension complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- (iii) the liability of the **COMPANY** will not exceed the Limit of Indemnity stated in the Schedule

The **COMPANY** will not be liable

- (i) for liability arising from
  - (a) any business profession or trade
  - (b) ownership or occupation of land or buildings
  - (c) ownership possession or use of
    - firearms (other than sporting guns)
    - mechanically propelled vehicles and anything attached to them
    - craft intended to travel through air or space
    - hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)
    - animals (other than pet domestic animals)
  - (d) property held in trust
  - (e) **INJURY** to the **INSURED** or such **DIRECTOR PARTNER** or **EMPLOYEE** or family member accompanying them
- (ii) for liability more specifically insured
- (iii) for liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement

# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION - CONDITIONS

These Conditions apply in addition to the General Conditions

## 1 HEAT EQUIPMENT PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that the following precautions must be observed on each occasion there is use away from the **INSUREDS PREMISES** of hot air guns blow lamps blow torches welding or flame cutting equipment grinding wheels angle grinders disc cutters or gas space heaters

- (a) equipment will be lit as short a time as possible before use and extinguished immediately after use
- (b) equipment which is lit or switched on must not be left unattended
- (c) at least one 2 gallon or 9 litre fire extinguisher per item of heat equipment in use must be kept available for immediate use
- (d) the site must be cleared of moveable combustible materials from within 6 metres of the place of work and all combustible material which cannot be moved must be covered by overlapping sheets of flame proof material
- (e) a fire safety check of the working area must be carried out immediately after completion of each period of work and again thirty minutes after such period of work ceases

## 2 BITUMASTIC PRODUCTS PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that

- (a) bitumastic products are not heated in or on any building
- (b) vessels for heating bitumastic products are continuously attended whilst heating is taking place

## 3 FLAMMABLE SOLVENT PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that the following precautions must be observed on each occasion there is use away from the **INSUREDS PREMISES** of solvents or glues with a flashpoint below 23 degrees Centigrade

- (a) smoking must not take place
- (b) no item for the application or supply of heat must be used
- (c) prior to commencement of work the site of work must be checked by the **INSURED** and all naked flames in pilot lights and appliances extinguished
- (d) adequate ventilation must be maintained at the site of work

## 4 UNDERGROUND SERVICES PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that prior to the commencement of any digging or excavation work the **INSURED** must take or cause to be taken all reasonable measures to ascertain the position of all pipes cables and underground services at the site of work (including the use of any telephone enquiry facility for the location of underground services) with their owner or the relevant authority responsible and retain a written record of such measures

## 5 BONA FIDE SUBCONTRACTORS

It is a condition precedent to the liability of the **COMPANY** in respect of work carried out for the **INSURED** or on the **INSUREDS** behalf by any Bona Fide subcontractor that

- (a) payments to Bona Fide subcontractors do not exceed 25% of the **INSUREDS** annual turnover
- (b) the **INSURED** shall check prior to their appointment that such Bona Fide subcontractor holds current Public Liability insurance appropriate to the work to be carried out
- (c) in the event of a claim in relation to work carried out by any Bona Fide subcontractor the **INSURED** shall provide documentary evidence of the Public Liability insurance held by such Bona Fide subcontractor at the time of their appointment to carry out the work

# EMPLOYERS LIABILITY INSURANCE SECTION

The Employers Liability Insurance Section is operative only if a Limit of Indemnity is shown for Employers Liability in the Schedule

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as damages and claimants costs and expenses in respect of **INJURY** sustained by any **DIRECTOR** or **EMPLOYEE** arising out of and in the course of employment by the **INSURED** within the **TERRITORIAL LIMITS** and resulting directly from the **TRADE or BUSINESS** during the Period of Insurance

The **COMPANY** will also pay for all legal costs and expenses incurred with its written consent

- (a) in defence of any claims
- (b) for representation at any inquiry in respect of any death

which may be the subject of indemnity under this Section

## LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** inclusive of all costs and expenses payable under this Section and Extensions of this Section shall be the Limit of Indemnity stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

## DISCHARGE OF LIABILITY

The **COMPANY** having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the **INSURED** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Indemnity (less any amounts already paid or incurred) or
- (ii) such other amount for which the claim or claims may be settled

The **COMPANY** will then relinquish control of and be under no further liability in respect of such claim or claims

## EXCLUSIONS

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

### 1 PASSENGER LIABILITY

***INJURY** sustained by any **DIRECTOR** or **EMPLOYEE** while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation within the **TERRITORIAL LIMITS***

### 2 OFFSHORE

*liability arising out of any work undertaken or visit **OFFSHORE***

### 3 EXCLUDED LOCATIONS

***INJURY** arising in connection with work on or in*

- (a) docks harbours or railways*
- (b) watercraft or offshore gas or oil installations*
- (c) chemical or petro chemical works oil or gas refineries or storage facilities*
- (d) aircraft airports or airfields*
- (e) collieries mines or quarries*
- (f) power stations*
- (g) any installation where nuclear processing is undertaken*

### 4 LOPPING TOPPING OR FELLING OF TREES

*liability caused by or arising out of*

- (a) lopping topping or felling of trees*
- (b) any pruning of trees shrubs or bushes above 3 metres in height*
- (c) any use of explosives*
- (d) crop spraying*

## EMPLOYERS LIABILITY INSURANCE SECTION (continued)

### **EXCLUSIONS**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

### **5 ASBESTOS**

*any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos*

*This Exclusion shall not apply in respect of such removal or disposal provided that*

- 1 such activity does not form part of the **INSUREDS** usual **TRADE or BUSINESS** or contract and*
- 2 the discovery of asbestos by the **INSURED** is unintentional and accidental and*
- 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*
- 4 an HSE licensed asbestos removal contractor is employed if legally required*
  - (a) to make safe the area in which the discovery is made as soon as is practicable*
  - (b) who has Employers Liability and Public Liability insurances in force*
    - (i) that provide Limits of Indemnity no less than those stated in the Schedule and*
    - (ii) that do not exclude the work to be carried out*

# EMPLOYERS LIABILITY INSURANCE SECTION - EXTENSIONS

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

## 1 LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSUREDS** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (i) the Health and Safety at Work etc Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation

- (a) is alleged to have been committed during the Period of Insurance in connection with the **TRADE or BUSINESS** within the **TERRITORIAL LIMITS**
- (b) relates to the health safety and welfare of a **DIRECTOR** or **EMPLOYEE**

The **COMPANY** will not be liable under this Extension for

- (i) the cost of any fine or penalty
- (ii) legal costs and expenses where indemnity is provided by any other insurance
- (iii) legal costs and expenses arising out of any deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**

## 2 INDEMNITY TO PRINCIPAL

The **COMPANY** will indemnify any **PRINCIPAL** in respect of the legal liability of such **PRINCIPAL** arising out of work carried out by the **INSURED** under a contract or agreement provided that

- (a) an indemnity would have been provided under this Policy had the claim been made against the **INSURED**
- (b) the **PRINCIPAL** complies with and is subject to the terms and Conditions of this Policy in so far as they can apply
- (c) the conduct and control of all claims is vested in the **COMPANY**

## 3 EMPLOYEES UNSATISFIED DAMAGES

If a judgement for damages or costs in respect of **INJURY** sustained by an **EMPLOYEE** arising out of and in the course of employment or engagement by the **INSURED** in connection with the **TRADE or BUSINESS** and arising from an accident occurring within the **TERRITORIAL LIMITS** during the Period of Insurance

- (a) is obtained by such **EMPLOYEE** in any Court situate within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than the **INSURED** domiciled or operating from premises within those territories and
- (b) remains wholly or partly unsatisfied six months after the date of such judgement at the request of the **INSURED** the **COMPANY** will pay to such **EMPLOYEE** the amount of the damages and costs remaining unsatisfied Provided that

- (i) there is no appeal outstanding
- (ii) the **EMPLOYEE** has assigned the judgement to the **COMPANY**

## 4 COURT ATTENDANCE COMPENSATION

In the event of any of the undermentioned persons attending court as a witness at the request of the **COMPANY** in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Section the **COMPANY** will provide compensation to the **INSURED** at the following rates per day for each day on which attendance is required

- (a) any **DIRECTOR** or **PARTNER** £500
- (b) any **EMPLOYEE** £250

## TAX & PROPERTY PROTECTION INSURANCE SECTION

The **COMPANY** will indemnify the **INSURED** against **FEES** and **EXPENSES**

- a) in respect of a **TAX INVESTIGATION** into the **INSUREDS** tax liability being carried out by an officer of Her Majesty's Revenue and Customs during the Period of Insurance
- b) in pursuit of **PROCEEDINGS** against a Third Party (other than **EMPLOYEE** or former **EMPLOYEE**) following an act or omission occurring during the Period of Insurance relating to property owned by the **INSURED** which results in or is likely to result in
  - (i) physical damage to the property and/or
  - (ii) pecuniary loss to the **INSURED**

### LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** payable under this Section is £25000 per **TAX INVESTIGATION** or **PROCEEDINGS** and limited to £50000 in the aggregate in the Period of Insurance

### SPECIAL CONDITION

This applies in addition to the General Conditions

### COMPANYS CONSENT

The **COMPANYS** consent to incur **FEES AND EXPENSES** must be obtained in writing. This consent will be given if the **INSURED** can satisfy the **COMPANY** that it is reasonable to incur **FEES AND EXPENSES** and there are reasonable prospects of a successful defence of the **INSURED**. The **COMPANYS** consent previously given may be withdrawn at any time when it ceases to be reasonable in the opinion of the **COMPANY** for **FEES AND EXPENSES** to be incurred. In all cases the **INSURED** will be advised of the granting or refusal of the **COMPANYS** consent

### EXCLUSIONS

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

The **COMPANY** will not be liable for

- 1** any **FEES AND EXPENSES** incurred before the **COMPANYS** consent has been given
- 2** any cause event or circumstance occurring prior to the first Period of Insurance under this Policy
- 3** any liability for the costs of a **TAX INVESTIGATION**
  - (a) if at the end of the **TAX INVESTIGATION** the **INSURED** is assessed to tax on profits in any year which are more than 15% greater than the profits the **INSURED** had declared before the investigation started or found to have overstated losses in any year by over 15% more than the losses the **INSURED** had declared before the investigation began
  - (b) which arises out of the **INSUREDS** accounts or returns having been submitted by Her Majesty's Revenue and Customs in a penalty position under the auspices of the Taxes Management Act 1970 or the Finance Act 1998 which arises out of the **INSURED** not maintaining accurate truthful and up-to-date records
- 4** the cost of **PROCEEDINGS** in respect of any claim
  - (a) arising from a contract made between the **INSURED** and a third party
  - (b) arising from a lease or licence to occupy land or property and disputes relating to the occupation of land or property owned by the **INSURED** by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on behalf of the **INSURED**
  - (c) involving goods in transit or good hired or lent to third parties or goods at premises other than those occupied by the **INSURED**
  - (d) involving a motor vehicle belonging to or in the possession of the **INSURED**
  - (e) arising from an appeal against refusal of planning permission
  - (f) first notified to the **COMPANY** more than 180 days after the termination of this insurance or after the **INSURED** has ceased trading

## EMPLOYMENT & PROSECUTION PROTECTION SECTION

The Employment & Prosecution Protection Insurance Section is only operative if the Employers Liability Insurance Section is shown as operative in the Schedule

### A. EMPLOYMENT PROTECTION

The **COMPANY** will indemnify the **INSURED** against **FEES AND EXPENSES** incurred in defending any claim or **PROCEEDINGS** made brought or commenced and notified during the Period of Insurance in connection with the **TRADE or BUSINESS** within the **TERRITORIAL LIMITS** following a dispute with an **EMPLOYEE** which arises out of or relates to his contract of employment with the **INSURED** or a breach of employment related legislation. The **COMPANY** will also indemnify the **INSURED** against **AWARDS OF COMPENSATION** in connection with such claim or **PROCEEDINGS**. Provided that in all circumstances the **INSURED** has sought the advice of the **LEGAL HELPLINE** before dismissing an **EMPLOYEE** or changing an **EMPLOYEES** contract of employment or if the **INSURED** receives a complaint from an **EMPLOYEE** regarding their contract of employment or any other circumstance which may give rise to a claim as to the procedure to be adopted and has acted on all such advice with due diligence.

### LIMIT OF INDEMNITY (EMPLOYMENT PROTECTION)

The maximum liability of the **COMPANY** payable under this Section is £25000 per dispute and limited to £100000 in the aggregate in the Period of Insurance.

### SPECIAL CONDITION - COMPANYS CONSENT

This applies in addition to the General Conditions. The **COMPANYS** consent to incur **FEES AND EXPENSES** must be obtained in writing. This consent will be given if the **INSURED** can satisfy the **COMPANY** that it is reasonable to incur **FEES AND EXPENSES** and there are reasonable prospects of a successful defence of the **INSURED**. The **COMPANYS** consent previously given may be withdrawn at any time when it ceases to be reasonable in the opinion of the **COMPANY** for **FEES AND EXPENSES** to be incurred. In all cases the **INSURED** will be advised of the granting or refusal of the **COMPANYS** consent.

### SPECIFIC DEFINITION

For the purposes of Employment Protection **EMPLOYEE** means any person under a contract of service or apprenticeship with the **INSURED**.

### EXCLUSIONS

*These apply in addition to the General Exclusions. The **COMPANY** will not be liable*

- 1 for any **FEES AND EXPENSES** incurred before the **COMPANYS** consent has been given*
- 2 in respect of any cause event or circumstance occurring prior to or within the first 90 days of the first Period of Insurance under this Policy*
- 3 to pay any fine award or damages incurred*
- 4 to pay any redundancy payment or any monies due or properly payable arising under or from a contract of employment service agreement or related document or from any related implied or incorporated terms of a contract of service*

# EMPLOYMENT & PROSECUTION PROTECTION SECTION (continued)

## B. PROSECUTION DEFENCE FOR EMPLOYEES

The **COMPANY** will indemnify any **EMPLOYEE** (including **DIRECTORS** and Officers) against **FEES AND EXPENSES** incurred in the defence of **PROCEEDINGS** arising from any act or omission or alleged act or omission which leads to prosecution of the **EMPLOYEE** in a court of criminal jurisdiction in respect of any matter arising out of his duties as an **EMPLOYEE** of the **INSURED** in the **TRADE or BUSINESS**

### LIMIT OF INDEMNITY (PROSECUTION DEFENCE FOR EMPLOYEES)

The maximum liability of the **COMPANY** payable under this Section is £25000 per dispute and limited to £50000 in the aggregate in the Period of Insurance

### SPECIAL CONDITION - COMPANYS CONSENT

This applies in addition to the General Conditions

The **COMPANYS** consent to incur **FEES AND EXPENSES** must be obtained in writing This consent will be given if the **EMPLOYEE** can satisfy the **COMPANY** that it is reasonable to incur **FEES AND EXPENSES** and there are reasonable prospects of a successful defence of the **EMPLOYEE** The **COMPANYS** consent previously given may be withdrawn at any time when it ceases to be reasonable in the opinion of the **COMPANY** for **FEES AND EXPENSES** to be incurred In all cases the **EMPLOYEE** will be advised of the granting or refusal of the **COMPANYS** consent

### SPECIFIC DEFINITION

For the purposes of Prosecution Defence for Employees **EMPLOYEE** means any person under a contract of service or apprenticeship with the **INSURED**

## EXCLUSIONS

*These apply in addition to the General Exclusions*

*The **COMPANY** will not be liable for*

- 1 *any claim arising from deliberate discrimination by any **EMPLOYEE** (including **DIRECTORS** and officers) amounting to an act of unlawful discrimination*
- 2 *fines or other penalties that the **INSURED** or any **DIRECTOR** or **EMPLOYEE** is ordered to pay by a court of criminal jurisdiction*
- 3 *any claim arising from a motor prosecution*
- 4 *any claim arising from a prosecution of the **INSURED** or any **DIRECTOR** or **EMPLOYEE** alleging
  - (i) *intentional obstruction by the **INSURED** of a person in the execution of a warrant issued under the Data Protection Act 1998*
  - (ii) *failure by the **INSURED** to give a person executing such a warrant such assistance as he reasonably requires for its execution**
- 5 *any claim arising from an incident unconnected with the normal activities of the **INSUREDS TRADE or BUSINESS***
- 6 *any claim for **PROCEEDINGS** commenced prior to the inception date of this Policy*

## TOOLS AND TRANSIT INSURANCE SECTION

The Tools and Transit Insurance Section is only operative if a premium is shown in the Schedule for the Tools and Transit Insurance Section

The **COMPANY** will indemnify the **INSURED** against **DAMAGE** occurring within the **TERRITORIAL LIMITS** during the Period of Insurance to

- (a) **TOOLS OF TRADE** provided that the **COMPANY** shall not be liable for
- (i) more than the **TOOLS OF TRADE** Sum Insured shown in the Schedule for each individual **INSURED** or **EMPLOYEE** in respect of any one occurrence or series of occurrences attributable to one original cause or source
  - (ii) more than £1,500 in respect of any one item insured under this Section
- (b) materials and other goods for incorporation in the **CONTRACT** the property of the **INSURED** or held by the **INSURED** in trust or on commission being carried by the **INSUREDS** motor vehicle(s) for an amount not exceeding the Sum Insured shown in the schedule in respect of any one occurrence or series of occurrences attributable to one original cause or source

### **EXCLUSIONS**

*These apply in addition to the General Exclusions*

*The **COMPANY** will not be liable for*

- (1) *loss of or damage to **MONEY** documents or title deeds bonds bills of exchange promissory notes precious stones bullion gold or silver articles and jewellery*
- (2) *loss of or injury to livestock*
- (3) *loss or damage due to wear and tear moths vermin deterioration rust or any other gradually operating cause (unless consequent upon accident to the conveyance fire or explosion) depreciation delay or the carriage of explosives mechanical or electrical breakdown or failure*
- (4) *theft from open sided or open backed vehicles/trailers*
- (5) *theft of any mobile telephone or computer (including parts equipment and accessories) or computer software from an unattended motor vehicle or trailer unless*
  - (a) *such property is secured in a locked boot or locked glove box within the vehicle and*
  - (b) *such theft results from forcible and violent entry into a securely locked motor vehicle*
- (6) *theft from any unattended motor vehicle and/or trailer between the hours of 20.00 and 07.00 unless the vehicle or trailer*
  - (a) *is in a securely locked garage or*
  - (b) *has in full and effective operation an automatically activating immobiliser and an automatically setting security alarm installed and certified by a Thatcham recognised installer or former Vehicle Security Installation Board accredited installer Such alarm must comply with Thatcham Category 1 specification or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle*
- (7) *loss of or damage to glass other than arising from the explosion or theft or accident to the conveying vehicle*
- (8) *any consequential losses or any costs of replacing or reinstating data or re-writing documents*
- (9) *the first £200 for each and every loss in respect of loss of or damage to computers or to computer equipment accessories parts or software*

## TOOLS AND TRANSIT INSURANCE SECTION – (continued)

### **EXCLUSIONS**

*These apply in addition to the General Exclusions*

*The **COMPANY** will not be liable for*

- (10) the first £100 of each and every loss in respect of loss of or damage to glass or non-ferrous metals*
- (11) the first £50 of each and every loss in respect of all other losses*

## TOOLS AND TRANSIT INSURANCE SECTION - EXTENSIONS

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

### **1 ALTERNATIVE ACCOMMODATION**

If **PREMISES** normally occupied by the **INSURED** as the main or sole **PREMISES** for the purpose of the **TRADE or BUSINESS** cannot be occupied by the **INSURED** as a direct result of **DAMAGE** to such **PREMISES** during the Period of Insurance caused by Fire Explosion Storm or Flood the **COMPANY** will pay the cost of equivalent temporary alternative accommodation for a period of up to 12 months and for an amount not exceeding £500 for each month and £6000 in total

The **COMPANY** will not be liable under this Extension for costs arising from

- (a) loss damage or destruction caused to gates fences or any moveable property in the open
- (b) loss damage or destruction caused by frost subsidence ground heave or landslip
- (c) the first 7 days of such alternative accommodation

#### Savings

The amount payable by the **COMPANY** for Alternative Accommodation shall be reduced by all and any charges or expenses to the **TRADE or BUSINESS** which cease or reduce in consequence of the **DAMAGE** to or unoccupancy of the damaged **PREMISES**

#### Private Dwelling Houses

If the **INSURED** partly occupies a private dwelling house as the sole or main **PREMISES** for the purpose of the **TRADE or BUSINESS** the **COMPANY** will pay only that part or proportion of any cost of Alternative Accommodation which relates to occupation for the purpose of the **TRADE or BUSINESS** in the event of **DAMAGE**

## **TOOLS AND TRANSIT INSURANCE SECTION - CONDITIONS**

To the extent these Conditions are able to take effect as conditions precedent to the liability of the **COMPANY** under this Policy they are deemed to be conditions precedent to the liability of the **COMPANY** and apply in addition to the General Conditions

- (1) All losses involving theft or disappearance shall be reported immediately to the police
- (2) The **INSURED** shall provide all help assistance and cooperation required by the **COMPANY** in connection with any claim
- (3) The **COMPANY** shall be entitled
  - (1) on the happening of any **DAMAGE** to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to the **COMPANY**
  - (2) to indemnify the **INSURED** by
    - (a) payment of the amount of the loss or
    - (b) a replacement or repair of the property or any part thereof insofar as it is practicable to do so and the **INSURED** shall at no cost to the **COMPANY** produce such plans documents books and information as the **COMPANY** may reasonably require
- (4) If at the time of any **DAMAGE** to Property there is any other insurance covering the same property the **COMPANY** shall not be liable for more than its rateable proportion of any claim for such **DAMAGE**

# PROPERTY ALL RISKS SECTION

The Property All Risks Section is only operative if a premium is shown in the Schedule for the Property All Risks Insurance Section

## THE INSURANCE

## SECTION EXCLUSIONS

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

If **DAMAGE** occurs within the **TERRITORIAL LIMITS** to

The **COMPANY** will not be liable for

### 1. Property Insured

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Described in the Schedule at the **PREMISES** (i) the **EXCESS** of £100

### 2. Property not at the PREMISES being

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- |  |  |
|--|--|
| A. Computer records documents manuscripts and business books   | A. (i) the <b>EXCESS</b> of £100<br>(ii) theft unless from a locked building<br>(iii) any amount in excess of 25% of the Sum Insured for <b>BUSINESS CONTENTS</b> at the <b>PREMISES</b><br>(iv) loss damage or destruction unless <b>BUSINESS CONTENTS</b> at the <b>PREMISES</b> are insured by this Section<br>(v) loss damage or destruction to computer records not included under the Definition of <b>BUSINESS CONTENTS</b> |
| B. <b>BUSINESS CONTENTS</b> temporarily removed from the <b>PREMISES</b> for cleaning renovation or repair                                       | B. (i) the <b>EXCESS</b> of £100<br>(ii) any amount in excess of 25% of the Sum Insured for <b>BUSINESS CONTENTS</b> at the <b>PREMISES</b>  |
| C. <b>STOCK</b> and <b>BUSINESS CONTENTS</b> in any building at exhibition premises in which the <b>INSURED</b> is participating as an exhibitor | C. (i) the <b>EXCESS</b> of £100<br>(ii) any amount in excess of 50% of the Sum Insured for <b>BUSINESS CONTENTS</b> at the <b>PREMISES</b><br>(iii) loss damage or destruction to <b>STOCK</b> or <b>BUSINESS CONTENTS</b> unless such Property at that <b>PREMISES</b> is insured by this Section<br>(iv) theft from any stand or display whilst left unattended unless the exhibition premises are closed and secure            |

the **COMPANY** will pay to the **INSURED** the amount of loss as stated in the Basis of Settlement

# PROPERTY ALL RISKS SECTION – EXTENSIONS

## **SECTION EXCLUSIONS**

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

### **1. Money**

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This Section also insures **DAMAGE** to **MONEY**

- (a) in transit anywhere within the **TERRITORIAL LIMITS** up to £1000
- (b) on the **PREMISES** not in a locked safe or strongroom up to £500
- (c) on the **PREMISES** in a locked safe or strongroom up to £1000

- (i) the **EXCESS** of £100
- (ii) any amount in excess of £1000 in total
- (iii) loss damage or destruction unless **BUSINESS CONTENTS** at the **PREMISES** are insured by this Section
- (iv) depreciation shortages errors omissions or direct or indirect consequential loss of any kind
- (v) loss damage or destruction arising from theft fraud or dishonesty of a **DIRECTOR PARTNER** or **EMPLOYEE** not discovered within seven working days of the event
- (vi) loss damage or destruction due to use of counterfeit **MONEY**
- (vii) loss from any
  - (a) unattended vehicle
  - (b) coin operated machine

### **2. Designation**

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Where necessary the Item heading under which any Property is insured will be determined by the Designation under which such property appears in the **INSUREDS** books

### **3. Workmen**

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Workmen may be employed to effect repairs decoration general maintenance and minor alterations without prejudice to the insurance hereby

### **4. Other Interests**

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The interest of parties supplying property to the **INSURED** under a hiring leasing or similar agreement or lending money for its purchase are noted in the insurance provided by this Section on **BUSINESS CONTENTS** and in the event of any claim hereunder the nature and extent of any such interest will be disclosed to the **COMPANY**

# PROPERTY ALL RISKS SECTION – EXCLUSIONS

These apply in addition to any other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

## **1. loss damage or destruction caused by or consisting of**

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- A. (i) faulty or defective designs or materials  
(ii) inherent vice latent defect gradual deterioration wear and tear or frost  
(iii) faulty or defective workmanship operational error or omission or lack of maintenance on the part of the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**  
(iv) the bursting of  
(a) any boiler not used for domestic purposes only  
(b) any economiser or other vessel machine or apparatus  
belonging to or under the control of the **INSURED** in which internal pressure is due to steam only  
but this will not exclude subsequent **DAMAGE** which itself results from a cause not otherwise excluded
- B. (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould marring scratching vermin or insects  
(ii) change in temperature colour flavour texture or finish  
(iii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping  
(iv) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates  
but this will not exclude  
(a) such **DAMAGE** which itself results from other **DAMAGE** and is not otherwise excluded  
(b) subsequent **DAMAGE** which itself results from a cause not otherwise excluded
- C. theft or attempted theft from  
(i) (a) the buildings or outbuildings  
(b) any building not at the **PREMISES**  
which does not involve entry to or exit from them by forcible and violent means or by actual or threatened assault or violence  
(ii) any part of the buildings not occupied by the **INSURED** for the purpose of the **BUSINESS**  
(iii) the open  
(iv) any vehicle or trailer  
(v) any **UNOCCUPIED** building  
but this will not exclude  
(a) such **DAMAGE** which itself results from other **DAMAGE** and is not otherwise excluded  
(b) subsequent **DAMAGE** which itself results from a cause not otherwise excluded
- D. (i) subsidence ground heave or landslip unless it results from a **DEFINED PERIL** other than storm or flood and which is not otherwise excluded  
(ii) normal settlement or bedding down of new structures
- E. disappearance unexplained or inventory shortage misfiling or misplacing of information
- F. contractors on the **PREMISES** for the purpose of carrying out contract works structural or other substantial alterations or extensions to buildings (including any contract under JCT conditions)

## PROPERTY ALL RISKS SECTION – EXCLUSIONS (Continued)

### **2. loss damage or destruction**

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- A. *by wind rain hail sleet snow flood or dust to any moveable property in the open*
  
- B. *to the Property Insured*
  - (i) *by fire caused by its undergoing any process involving the application of heat*
  - (ii) *resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair but this will not apply to any **DAMAGE** caused by a **DEFINED PERIL** and not otherwise excluded*
  
- C. *caused by*
  - (i) *freezing*
  - (ii) *escape of water from any tank apparatus or pipe*
  - (iii) *malicious persons not acting on behalf of or in connection with any political organisation but this will not apply to any **DAMAGE** by fire or explosion which is not otherwise excluded in any building which is **UNOCCUPIED***

### **3. loss damage or destruction to**

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- (i) *vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft*
- (ii) *property or structures in the course of construction or erection and materials or supplies in connection with all such property*
- (iii) *land pavements piers jetties bridges culverts or excavations*
- (iv) *livestock growing crops or trees*
- (v) *jewellery precious stones precious metals bullion furs curiosities works of art or rare books*

### **4. Consequential Loss or Damage**

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*consequential loss or damage of any kind or description except loss of rent where such an Item appears in the Schedule*

## PROPERTY ALL RISKS SECTION – BASIS OF SETTLEMENT

1 In respect of **BUSINESS CONTENTS** the **COMPANY** will pay

- A the cost of reinstatement being where the property is
- (i) lost or destroyed the cost of its replacement by similar property
  - (ii) damaged the cost of repairing or restoring the damaged portions

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

- B the cost of removing debris being the cost incurred with the **COMPANYS** consent in removing debris but excluding any costs or expenses
- (i) incurred in removing debris from outside the site of the **PREMISES** at which the **DAMAGE** has occurred other than from the area immediately adjacent to that site
  - (ii) arising from pollution or contamination of property not insured by this Section

- C the cost of professional fees necessarily incurred in the reinstatement of the property but not for preparing any claim

The **COMPANYS** liability shall not exceed the Sums Insured stated in the Policy Schedule

Where **DAMAGE** occurs to only part of the property the **COMPANYS** liability will not exceed the amount which the **COMPANY** would have been liable to pay had the property been wholly destroyed

2 In respect of computer records documents manuscripts and business books the **COMPANY** will pay

- (i) the value of the materials as stationery
- (ii) for the clerical labour and computer time expended in reproducing such computer records or writing up such documents
- (iii) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to the **INSURED** of the information on or in such computer records documents manuscripts and business books and subject to the **COMPANYS** liability not exceeding the limit stated in the definition of **BUSINESS CONTENTS** or the Sum Insured whichever is the less

3 In respect of **STOCK** and other insured property not specifically provided for the **COMPANY** will pay

the value of the property at the time of its loss or destruction or the amount of the damage including the cost of removing debris as defined in the Basis of Settlement 1.B

The undernoted provisions apply

- (i) Contract Price

In respect only of goods sold but not delivered for which the **INSURED** is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any **DAMAGE** insured either wholly or to the extent of the **DAMAGE** the **COMPANYS** liability will be based on the contract price

- (ii) Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount is the contract price of those goods to which provision 3(i) applies and the value at the time of **DAMAGE** to all other property

## PROPERTY ALL RISKS SECTION – BASIS OF SETTLEMENT (continued)

### General Provision applicable to all terms

#### Underinsurance

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Under Basis of Settlement 1 2 and 3 if at the time of **DAMAGE** the Sum Insured by the relevant Item on property or interest is less than 85% of the Insurable Amount the amount otherwise payable by the **COMPANY** will be proportionately reduced

## PROPERTY ALL RISKS SECTION – CONDITIONS

### These apply in addition to the General Conditions

#### Protective Devices

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It is a condition precedent to the **COMPANYS** liability that whenever the **PREMISES** are left unattended the following protective devices are installed and maintained in full and effective working order at the **PREMISES** and are put into actual operation when the **PREMISES** are left unattended

- (a) Fire Exit doors must be secured
  - (i) by a panic bar with a mechanism to engage a vertical bolt securely at the top and bottom of the door and
  - (ii) by security bolts at the top and bottom of the door
- (b) Single leaf timber doors (other than Fire Exit doors) must be secured by
  - (i) a mortice deadlock that conforms to British Standard 3621 or equivalent and a 7 inch box striking plate or
  - (ii) a pad bar (with concealed fixings) and a 5 lever closed shackle padlock
- (c) The first closing leaf of any double leaf timber doors (other than Fire Exit doors) must be secured together by
  - (i) a pad bar (with concealed fixings) and a 5 lever closed shackle padlock or
  - (ii) a mortice deadlock that conforms to British Standard 3621 or equivalent and a 7 inch box striking plate
- (d) Outward opening single or double leaf timber doors must also be protected by hinge bolts top and bottom
- (e) Up and Over garage doors must be protected by a padbar and closed shackle padlock at each side that secures the bottom of the door to the door frame in addition to any existing protections
- (f) Roller shutter doors must be protected by either of the following methods
  - (i) the operating chain must be attached by a 5 lever closed shackle padlock to a securely fixed wall or door frame mounted metal pin or ring
  - (ii) a hasp that is welded or bolted to the bottom of the door must be secured by a 5 lever closed shackle padlock to a steel ring or staple that is concreted into or securely bolted to the floor
- (g) Aluminium framed sliding doors must be fitted with hook bolts
- (h) Opening sections in windows on the ground floor and in other windows that are accessible from roofs fire escapes or down pipes must be fitted with key operated window locks unless already protected by integral locks bars or grilles
- (i) Louvres in windows on the ground floor and in other windows that are accessible from roofs fire escapes and down pipes must be permanently fixed in place unless already protected by bars or grilles

# BUSINESS INTERRUPTION SECTION

The Business Interruption Section is only operative if a premium is shown in the Schedule for the Business Interruption Insurance Section

## THE INSURANCE

The **COMPANY** will indemnify the **INSURED** for  
(i) Loss of **GROSS INCOME** or  
(ii) Additional Cost of Working  
for an amount not exceeding the Sum Insured stated  
in the Schedule if the **TRADE** or **BUSINESS** at the  
**PREMISES** is interrupted as a result of

## EXCLUSIONS

*These apply in addition to the General Exclusions  
The **COMPANY** will not be liable*

### 1. DAMAGE at the PREMISES

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**DAMAGE** at the **PREMISES** to

- (a) **BUSINESS CONTENTS** or **STOCK** insured  
by the Property All Risks Section
- (b) the buildings occupied by the **INSURED**  
for the purpose of the **TRADE** or  
**BUSINESS**

- (i) *for any interruption to the **TRADE** or  
**BUSINESS** from a cause of loss which is  
excluded by the Property All Risks Section of  
this Policy*

### 2. DAMAGE in the Vicinity

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**DAMAGE** to property in the vicinity of the  
**PREMISES** by any cause of loss insured  
under the Property All Risks Section which  
prevents or hinders the use of or access to  
the **PREMISES**

- (i) *for any amount in excess of 25% of the Sum  
Insured*

### 3. Defective Sanitation Poisoning Murder Suicide or Disease

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- (a) closure or restriction on the use of the  
**PREMISES** by order of a Public Authority  
consequent upon vermin pests defects in  
drains or defective sanitation at
- (b) any occurrence of a notifiable human  
disease attributable to food or drink  
supplied from
- (c) murder or suicide occurring at  
the **PREMISES**

- (i) *for any amount in excess of 25% of the Sum  
Insured for any costs incurred in the cleaning  
repair replacement recall or checking of  
property*
- (ii) *for any loss arising from those **PREMISES**  
that are not directly affected by the  
occurrence discovery or accident*

### 4. Failure of Public Utilities

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accidental failure of the public supplies of  
electricity gas or water at the terminal point  
of the public supply undertakings feed to the  
**PREMISES**

- (i) *for any amount in excess of 25% of the  
Sum Insured*
- (ii) *where such failure is for a period of less  
than seven hours*
- (iii) *where the supply authority exercises its  
right to restrict or withhold supply including  
but not limited to withdrawal of supply due  
to industrial action*
- (iv) *as a result of any fault in any part of the  
**INSUREDS** installation at the **PREMISES***

## BUSINESS INTERRUPTION SECTION (continued)

Provided that

- (a) there is simultaneously in force an insurance covering the interest of the **INSURED** in material property at the **PREMISES** under which the insurers have admitted liability for such **DAMAGE** which is not excluded by this Policy
- (b) the liability of the **COMPANY** during any one Period of Insurance shall not exceed the Sum Insured stated in the Schedule

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### PAYMENT OF CLAIMS

The amount payable as indemnity will be

- (a) in respect of Loss of **GROSS INCOME** the amount by which the **GROSS INCOME** during the **INDEMNITY PERIOD** will in consequence of the damage fall short of the **STANDARD GROSS INCOME**
- (b) in respect of Additional Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **GROSS INCOME** which but for that expenditure would have taken place during the **INDEMNITY PERIOD** in consequence of the damage  
When **GROSS INCOME** is insured the **COMPANYS** liability for Additional Cost of Working shall not exceed the Loss of **GROSS INCOME** avoided

less any sum saved during the **INDEMNITY PERIOD** in respect of such of the charges and expenses of the **TRADE or BUSINESS** as may cease or be reduced in consequence of the damage

Provided that if the Sum Insured on **GROSS INCOME** be less than the amount of the **ANNUAL GROSS INCOME** the amount payable will be proportionately reduced

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### BUSINESS INTERRUPTION SPECIAL DEFINITIONS

#### INDEMNITY PERIOD

The period beginning with the occurrence of the **DAMAGE** and ending not later than twelve (12) months thereafter during which the **TRADE or BUSINESS** is affected as a result thereof

#### GROSS INCOME

The receipts of the **TRADE or BUSINESS** from all sources less the cost of goods or materials relative thereto

#### ANNUAL GROSS INCOME

The **GROSS INCOME** during the twelve months immediately before the date of the loss damage or destruction

#### STANDARD GROSS INCOME

The **GROSS INCOME** during that period in the twelve months immediately before the date of the loss damage or destruction which corresponds with the **INDEMNITY PERIOD**

)  
)  
) to which such adjustments will be made as may be  
) necessary to provide for the trend of the **TRADE**  
) **or BUSINESS** before or after the loss damage or  
) destruction which would have affected the **TRADE**  
) **or BUSINESS** had the loss damage or destruction  
) not occurred so that the figure thus adjusted  
) represents as nearly as may be reasonable  
) practical the results which but for the loss damage  
) or destruction would have been obtained during  
) the relative period after the loss damage or  
) destruction

# **BUSINESS INTERRUPTION SECTION - CONDITIONS**

**These apply in addition to the General Conditions**

## **NEW BUSINESS**

For the purpose of any claim arising from loss damage or destruction occurring before the completion of the first years trading of the **TRADE or BUSINESS** at the **PREMISES** such loss will be ascertained by applying the **GROSS INCOME** earned during the period between the commencement of the **TRADE or BUSINESS** at the **PREMISES** and the date of the event to the amount by which the **GROSS INCOME** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **GROSS INCOME** realised during the period between the commencement of the **TRADE or BUSINESS** and the date of such event

## **ALTERNATIVE TRADING**

If during the **INDEMNITY PERIOD** the **TRADE or BUSINESS** is conducted elsewhere than at the **PREMISES** the **GROSS INCOME** for such **TRADE or BUSINESS** will be brought into account in arriving at the **GROSS INCOME** during the **INDEMNITY PERIOD**

## **PROFESSIONAL ACCOUNTANTS / AUDITORS CHARGES**

The **COMPANY** will pay to the **INSURED** under this Section the reasonable charges payable by the **INSURED** to their professional accountants/auditors for certifying any particulars or details or any other proofs information or evidence as may be required by the **COMPANY** under the terms of this Section and reporting that such particulars or details are in accordance with the **INSUREDS** books of account or other **TRADE or BUSINESS** books or documents provided that the sum of the amount payable for such reasonable charges and the amount otherwise payable under this Section will not exceed the Sum Insured stated in the Schedule

## **ALTERATION**

This Section will be cancelled and of no effect if

- (a) the **TRADE or BUSINESS** is wound up or carried on by a liquidator or receiver or permanently discontinued
- (b) the **INSUREDS** interest ceases otherwise than by death

# CONTRACT WORKS AND PLANT SECTION

The Contract Works and Plant Section is operative only if a premium is shown in the Schedule for the Contract Works and Plant Insurance Section

## THE INSURANCE

The **COMPANY** will indemnify the **INSURED** by payment or at the option of the **COMPANY** by reinstatement or repair for **DAMAGE** occurring within England Scotland Wales Northern Ireland Channel Islands or the Isle of Man to

- 1 the contract works being the permanent and temporary works forming part of the **CONTRACT** including materials or other goods for incorporation therein whilst
  - (a) on the **CONTRACT** site
  - (b) in transit to or from the **CONTRACT** site by road rail or inland waterway
  - (c) temporarily stored elsewhere than on any **CONTRACT** site
- 2 constructional plant equipment machinery and site huts other than **TOOLS OF TRADE** in connection with the **TRADE or BUSINESS** whilst
  - (a) on a **CONTRACT** site
  - (b) in transit to or from a **CONTRACT** site by road rail or inland waterway
  - (c) at the **INSURED'S** own **PREMISES** in a securely locked compound garage or building
  - (d) elsewhere in respect of constructional plant equipment and machinery which is undergoing maintenance or repair
- 3 Hired in Plant for which liability has been assumed under indemnity clauses incorporated in plant hiring agreements entered into by the **INSURED** whilst
  - (a) on a **CONTRACT** site
  - (b) in transit to or from a **CONTRACT** site by road rail or inland waterway
  - (c) at the **INSURED'S** own **PREMISES** in a securely locked compound garage or building
  - (d) elsewhere in respect of constructional plant equipment and machinery which is undergoing maintenance or repair

## PROVIDED THAT

- 1 such property is property belonging to the **INSURED** or for which the **INSURED** is responsible

## EXCLUSIONS

*These apply in addition to the General Exclusions  
The **COMPANY** will not be liable for*

- (1) *loss damage or destruction to any
  - (a) *watercraft exceeding 8 metres in length aircraft or hovercraft*
  - (b) *mechanically propelled vehicle or plant (including anything attached to such vehicle or plant)
    - (i) *used in circumstances where compulsory insurance or security is required by any road traffic legislation*
    - (ii) *where indemnity is provided by any other policy or security***
- (2) *loss damage or destruction to tyres unless the vehicle or plant is damaged at the same time*
- (3) *any amount in excess of the Sums Insured stated in the Schedule to this Policy*
- (4) *consequential loss of any kind or description whatsoever including penalties losses due to delay lack of performance or loss of contract but this Exclusion shall not apply in respect of liability for the payment of continuing hire charges as defined herein provided that such liability has been insured hereby*
- (5) *loss damage or destruction for which the **INSURED** is relieved of responsibility by the conditions of the **CONTRACT***
- (6) *loss damage or destruction due to
  - (a) *fault defect error or omission in design plan or specification*
  - (b) *defective workmanship or materials provided that this Exclusion shall be limited to the structure or work immediately affected and shall not be deemed to exclude **DAMAGE** to other parts of the **CONTRACT** Works or other insured property by an accident resulting from such defect*
  - (c) *wear and tear rust or other deterioration insects or vermin*
  - (d) *cessation of work whether total or partial*
  - (e) *the use or occupation by the **PRINCIPAL** of any portion of the Works which has been delivered up to the **PRINCIPAL****

## CONTRACT WORKS AND PLANT SECTION (Continued)

### THE INSURANCE

- 2 the property is stated as insured in the Schedule to this Policy
- 3 the liability of the **COMPANY** for all **DAMAGE** arising out of any one occurrence or series of occurrences attributable to one original cause or source shall not exceed the Sum Insured in respect of each item of Property Insured stated in the Schedule
- 4 The Sum Insured for
  - (a) Contract Works
  - (b) Own Plant
  - (c) Hired in Plantmeans the aggregate total value at risk at all **CONTRACT** sites at any one time
- 5 the Sums Insured for Contract Works Own Plant and Hired in Plant are each separately subject to **AVERAGE**

### EXCLUSIONS

*These apply in addition to the General Exclusions  
The **COMPANY** will not be liable for*

- (7) *loss damage or destruction arising from or caused by
  - (a) mechanical or electrical breakdown or derangement other than that resulting from the negligence of the **INSURED** for which they are responsible under the terms of a hiring agreement
  - (b) the wilful act and/or wilful neglect of the **INSURED***
- (8) *loss damage or destruction to cash bank notes cheques postal orders money orders stamps or securities*
- (9) *loss of property discovered only at the time of taking an inventory unless such loss can be traced to an occurrence notified to the **COMPANY** within the terms of the General Condition 5 of this Policy*
- (10) *loss damage or destruction arising from or caused by confiscation commandeering nationalisation requisition or destruction or loss damage or destruction by order of any government or any public or local authority*
- (11) *loss damage or destruction to the contract works or any part thereof
  - (a) in respect of which a Certificate of Completion has been issued or
  - (b) which has been completed and delivered up to the **PRINCIPAL** or
  - (c) which has been taken into use service or occupation with the permission of the **INSURED** for any purpose other than the performance of the **CONTRACT** unless such loss damage or destruction
    - (i) occurs during the **MAINTENANCE PERIOD** from a cause arising prior to commencement of the **MAINTENANCE PERIOD**
    - (ii) be caused by the **INSURED** in the course of fulfilling his obligations during the **MAINTENANCE PERIOD** in accordance with the conditions of the **CONTRACT**
    - (iii) occurs during a period not exceeding 14 days after the issue of a Certificate of Completion but only to the extent that the **INSURED** may be responsible under the conditions of the **CONTRACT***

## CONTRACT WORKS AND PLANT SECTION (Continued)

### EXCLUSIONS

*These apply in addition to the General Exclusions*

*The **COMPANY** will not be liable for*

- (12) loss damage or destruction to any
  - (a) plant which is in transit other than by road rail or inland waterway*
  - (b) tower cranes**
- (13) loss damage or destruction arising from or caused by any work on bridges viaducts subways tunnels motorways dams or nuclear installations*
- (14) loss damage or destruction arising from or caused by any work in under or over water or adjoining or adjacent to rivers lakes reservoirs dams or tidal waters or within cofferdams or caissons*
- (15) **DAMAGE** to any property
  - (a) forming part of any structure*
  - (b) which has formed part of any structure prior to the commencement of the contract works**
- (16) an **EXCESS** of £500 in respect of each and every claim resulting from Theft Attempted Theft or Malicious Damage and £250 in respect of any other claim*

## CONTRACT WORKS AND PLANT SECTION EXTENSIONS.

The indemnity provided by this Policy shall extend as below subject to all the terms Conditions and Exclusions of this Section and of the Policy

- 1 The interest of the **INSUREDS** Employer/ Principal solely to the extent required by the conditions of the **CONTRACT** in force between the Insured and his Employers/Principal provided always that such Employer/Principal shall as if he were the **INSURED** observe fulfil and be subject to the terms Conditions and Exclusions of this Policy
- 2 Payment of the necessary costs and expenses incurred by the **INSURED** with the consent of the **COMPANY** for the
  - (a) removal of debris
  - (b) dismantling and/or demolishing
  - (c) shoring up or proppingof any damaged property forming the basis of a claim under this Section of the Policy
- 3 Payment of architects surveyors consultants and other professional fees necessarily incurred by the **INSURED** in the reinstatement of the Property Insured consequent upon its **DAMAGE** but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale or schedule of charges of the appropriate body or institute nor 10% of the Sum Insured stated in the Schedule in respect of the **CONTRACT** works
- 4 **DAMAGE** to deeds plans drawings specification and files provided that the liability of the **COMPANY** shall be restricted to the value of the materials as stationery together with the cost of clerical labour involved in rewriting and not for the value to the **INSURED** of the information contained therein
- 5 In the event of an increase in the value of any **CONTRACT** an automatic increase in the Sum Insured in respect of the Contract works for such **CONTRACT** provided that the amount of such increase shall not exceed 15% of the Sum Insured
- 6 Payment of legal costs and expenses incurred with the written consent of the **COMPANY** in respect of any claim relating to **DAMAGE** to Hired in Plant which may be the subject of indemnity under this Policy
- 7 Provided that Hired in Plant is insured the indemnity extends to include liability assumed by the **INSURED** under indemnity clauses incorporated into plant hiring agreements for payment of continuing hire charges following **DAMAGE** to Hired in Plant for which a claim has been accepted under this Policy by the **COMPANY** Indemnity shall apply for a maximum period of 60 days following **DAMAGE** and the **COMPANY** shall not be liable for the first 48 hours that the plant is out of commission

## PERSONAL ACCIDENT SECTION

The Personal Accident Section is only operative if a premium is shown in the Schedule for the Personal Accident Insurance Section

### THE INSURANCE

If an Insured Person suffers **BODILY INJURY** during the Period of Insurance and in the **EFFECTIVE TIME** which independently of any other cause within twenty four months results in death or disablement the **COMPANY** will pay to the **INSURED** the appropriate Benefits shown below

#### Benefits

Item	One Unit of Benefit
1 Death	£10000
2 Loss of limb or limbs including amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£10000
3 Total and irrecoverable loss of all sight in one or both eyes	£10000
4 Permanent total disablement caused other than by loss of limb or sight which has lasted for at least twelve months and will in all probability entirely prevent the Insured Person from engaging in their usual occupation	£10000
5 Temporary total disablement preventing the Insured Person from engaging in their usual occupation for a maximum of 104 weeks	£50 per week (payable monthly)

The **COMPANY** will also pay hospitalisation benefit of £30 for each full day that the Insured Person is hospitalised in the **TERRITORIAL LIMITS** as a result of **BODILY INJURY**

### EXCLUSIONS

*These apply in addition to the General Exclusions Benefit is not payable by the **COMPANY***

- (a) where the Insured Person is under 16 or over 70 years of age*
- (b) as a result of an Insured Person engaging in **HAZARDOUS ACTIVITIES***
- (c) in respect of any physical defect or infirmity existing at the time of the injury*
- (d) for more than one of Items 1-4 of the Benefits in respect of the same injury*
- (e) as a result of or contributed to by the pregnancy (including childbirth) of the Insured Person*
- (f) in respect of Item 5 of the Benefits*
  - (i) for the first 14 days*
  - (ii) unless the Insured Person is in gainful employment*
  - (iii) exceeding 75% of the Insured Persons earnings*
  - (iv) immediately the Insured Person becomes entitled to any of the Benefits 1-4*
- (g) if the death or injury was directly or indirectly caused by or contributed to by the Insured Person*
  - (i) being under the influence or effect of alcohol or drugs (other than those prescribed by a medical practitioner)*
  - (ii) being addicted to drugs*
  - (iii) committing a criminal act*
  - (iv) committing or attempting to commit suicide or intentionally inflicting self-injury*
  - (v) participating in active service in any armed forces of any nation*
  - (vi) suffering from a muscular or skeletal condition or injury unless caused directly by external sudden violent and visible means during the Period of Insurance and not aggravated by any previous muscular or skeletal condition or injury*
  - (vii) contracting HIV (Human Immunodeficiency Virus) or any HIV related condition including AIDS or any mutant derivatives or variation howsoever caused*
  - (viii) contracting any sexually transmitted disease*

# PERSONAL ACCIDENT SECTION – CONDITIONS

These apply in addition to the General Conditions

## 1 Aggregate Limit

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In the event of **BODILY INJURY** sustained by two or more Insured Persons in the same accident the **COMPANY** will not be liable for any amount in excess of £500,000

If the total of the amounts otherwise payable exceeds the Aggregate Limit of Indemnity the Benefit payable for each Insured Person will be proportionately reduced

## 2 Disappearance

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In the event of disappearance of an Insured Person if after a suitable period of time of at least 52 weeks it is reasonable to believe that death has occurred as a result of **BODILY INJURY** the Death Benefit (Item 1) becomes payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit will be refunded to the **COMPANY**

## 3 Payment of Benefit

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- (a) No payment in respect of Items 1-4 of the Benefits will be made until the total amount due in respect of any one injury has been ascertained
- (b) No Benefit payable will carry interest

## 4 Claims Proof

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- (a) All proof required by the **COMPANY** in connection with a claim will be submitted at the expense of the **INSURED** or the Insured Persons or his legal personal representatives in any form and at the intervals required by the **COMPANY**
- (b) The Insured Person will submit as often as required to medical examination at the **COMPANYS** expense
- (c) If the Insured Person dies the **COMPANY** will be entitled to have a post mortem examination at its own expense



A GROUPAMA  
COMPANY



**Groupama**

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