



We are  
**Insurance**



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# Salon Package Policy Document

## A Policy For Salons

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**A Policy for Mobile Therapists,  
Therapists who work from home or rent a room/chair**

This additional Insurance policy is only available as an extension for ABT members

# ABT SALON PACKAGE

We are pleased to welcome you as a policyholder of Covea Insurance plc.

This policy is evidence of the contract which you have made with us and the completed proposal form incorporating the declaration which you have signed and any other information provided by you in addition to the proposal or in substitution therefor

OR

the information you have supplied and the application for insurance you have made electronically (hard copy of same is enclosed with this policy) and any other information provided by you in addition to or in substitution therefore is the basis of the contract.

What forms your contract of insurance:

- > the application for insurance completed by you or on your behalf (Proposal Form, Statement of Fact or electronic application),
- > any declaration signed by you in connection with the above,
- > any written information supplied by you supplementary to the Proposal Form, Statement of Fact or electronic application,
- > any quotation or confirmation of cover letter,
- > any document issued by us setting out any conditions that will apply to your policy,
- > any document stating that this policy of insurance has been issued subject to certain outstanding items and/or actions by you or us,
- > the Policy, Schedule, Memoranda, Endorsements and Warranties.

Please note that information contained on your website is not regarded as information supplied by you and does not form part of the contract of insurance, unless we have specifically agreed to include it.

Where a statute is referred to in this policy, this will also include any later amendments/replacements of it.

We will indemnify or compensate you, by payment or, at our option, by replacement, reinstatement or repair in the event of loss, destruction, damage, accident or liability occurring during any period of insurance, subject to the terms and conditions of the policy.

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## Our promise of satisfaction and service

We are confident that your ABT Salon Package policy will bring you complete satisfaction.

We undertake to refund the premium in full if you are not satisfied with the cover provided by your policy if it is returned within 14 days of issue, but if there has been an incident which has resulted or could result in a claim you must reimburse us for any amounts we have paid or may be required to pay in respect of that incident.

We wish to provide you with a high standard of service and to meet any claims covered by this policy fairly and promptly. Page 3 of your policy provides information on how to proceed with enquiries or complaints and gives details of Sterling's important and valuable Helplines - there to provide you with quality advice.

## Disclosure

It is most important that you tell us of any material change in your circumstances which may affect this insurance cover. Material facts can have an effect on what you are covered for and how much you pay. If you are not sure whether something is important, please tell us anyway, since a failure to disclose a material fact relevant to this insurance, could result in your cover being invalid. We recommend that you keep a copy or a record of all information you give to us.

## Confidentiality

We promise complete confidentiality and security in all matters relating to your insurance arrangements.



J.Reader

Chief Executive Officer

Covea Insurance plc

Registered in England and Wales No. 613259

Registered Office: 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX

Authorised and Regulated by the Financial Conduct Authority

## Customer service information

### 1 Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

Our Financial Services Register number is 202277.

You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768. Registered Office: Norman Place, Reading, Berkshire RG1 8DA

### 2 Balens Limited

This policy is arranged for you by Balens Limited.

Its Registered Office is Bridge House Portland Road Malvern WR14 2TA. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 305787. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

### 3 Accessibility

We are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner. Alternatively, if you have hearing or speech difficulties and have access to a text telephone you can call any of our numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

### 4 Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date.

### 5 Promise of satisfaction and service

We are confident that your ABT Salon policy will bring you complete satisfaction. If this policy does not meet your needs, you have the right to cancel it for a period of 14 days from the date your policy begins or from the date you receive this policy document if this happens later. If you cancel it in this period you will receive a full premium refund. If you have made a claim or an incident giving rise to a claim has occurred during this period, you must reimburse us for any claims payments we have made, or may be required to pay.

Please see the General Condition - Cancellation on page 4.

### 6 Confidentiality

We promise complete confidentiality and security in all matters relating to your insurance arrangements.

### 7 Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

### 8 Notification of a claim

If you have a claim, or are aware of an incident that could result in a claim, please contact Balens Limited on 01684 893006 or Covea Insurance plc on 0330 134 8187.

To ensure we maintain a high quality service, we may monitor or record telephone calls.

From the moment you or your insurance broker call, we will take full responsibility for dealing with your claim. When you telephone please ensure you have your policy number and details of the claim to hand.

We will:

- confirm whether the event is insured

- if necessary, arrange for a loss adjuster to contact you
- give you advice on how your claim will be dealt with and any excess you may have to pay.

In most cases you will need to complete a claim form.

If we cannot settle immediately, your claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as your point of contact. We will give you regular progress reports and settle your claim as fairly and promptly as possible.

### 9 Enquiries or complaints

If you have an enquiry or complaint regarding:

- the suitability of this policy for your needs; or
  - the information and advice you received whilst it was originally being discussed; or
  - the operation or administration of the policy;
- or an enquiry concerning a claim that you may have made you should contact your broker.

If your complaint relates to the cover under this policy or the way a claim is/has been handled you should contact us:

The Customer Services Manager,  
Covea Insurance plc,  
50 Kings Hill Avenue,  
Kings Hill,  
West Malling,  
Kent  
ME19 4JX

or telephone us on 0330 134 8194

or email us at [information@coveainsurance.co.uk](mailto:information@coveainsurance.co.uk)

A copy of Covéa Insurance's complaints handling procedure is available on request.

Please be ready to provide all relevant details of your policy and in particular your policy number (if allocated) to help your enquiry or complaint to be dealt with speedily.

You may have the right to refer it to the

Financial Ombudsman Service  
Exchange Tower, Harbour Exchange Square  
London E14 9SR

telephone numbers

0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone – but charges may apply if you call from a mobile phone)

0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following this procedure will not affect your legal rights.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen's Advice Bureau.

### 10 How We Use Your Information

**Please visit [www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection) for further information about how and when we process your personal information under our full Privacy Policy.**

The personal information, provided by you, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by us, our employees, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process your information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as "sensitive personal information", we must have a specific additional legal ground for such processing.

- It is necessary for us to process your personal information to provide your insurance policy and services. We will rely on this for activities

such as assessing your application, managing your insurance policy, handling claims and providing other services to you.

- We have an appropriate business need to process your personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records and developing, improving our products and services.
- We have a legal or regulatory obligation to use such personal information.
- We need to use such personal information to establish, exercise or defend our legal rights.
- You have provided your consent to our use of your personal information, including sensitive personal information

### How we share your information

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share your information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on our, or your behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

### Marketing

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

### Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering we will check your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. You can find further details in our full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect your credit rating.

### Automated Decisions

We may use automated tools with decision making to assess your application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether we are able to offer insurance, the appropriate price for your policy or whether we can accept your claim. If you object to an automated decision, we may not be able to offer you an insurance quotation or renewal.

### How to Contact Us

Please contact us if you have any questions about our Privacy Policy or the information we hold about you:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or

email: [dataprotection@coveainsurance.co.uk](mailto:dataprotection@coveainsurance.co.uk).

## Definitions

The following words carry the same meaning wherever they appear in the policy -

### Accidental damage:

Means damage caused by accidental and external means act of terrorism means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

### Business:

The business as stated on the schedule

### Business hours:

Means the period during which the premises are open for business or otherwise occupied for the purposes of the business by the insured or any authorised employee

### Company/we/us:

Means Covea Insurance plc

### Employee:

Means any person under a contract of service or apprenticeship with the insured or supplied to or hired to or borrowed by the insured including any person under a work experience training scheme, whilst engaged in work in connection with the business

### Money:

Means coin, bank and currency notes, crossed cheques, crossed postal and money orders, bankers' drafts, postage, revenue, national insurance and holiday with pay stamps, national savings certificates, luncheon vouchers, credit card sales vouchers, pre-paid phone cards and VAT purchase invoices, all pertaining to the business and belonging to the insured or for which the insured is legally responsible

### Period of insurance:

Means the period stated in the schedule or any other period for which the Company has agreed to accept and for which the insured has paid or agreed to pay a premium

### Personal effects:

Means personal effects and clothing not otherwise insured, belonging to directors, partners, employees, customers and visitors

### Pollution or contamination:

Means pollution and contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health

### Premises:

Means that part of the buildings situated at the risk address stated in the schedule or at the locations stated in the appendix to the schedule, occupied by the insured for the purposes of the business

### Stock:

Means stock including trade samples and goods in trust all pertaining to the business, the property of the insured or for which the insured is legally responsible

### Territorial limits:

Means Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

### The insured/you:

Means the person, persons or company named in the schedule

### Unattended vehicle:

Means any vehicle left without the insured or any employee remaining therein.

## General Conditions

### 1 Avoidance of policy

This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

### 2 Cancellation

You may cancel the policy within 14 days from the date your policy begins or from the date you receive this policy document, whichever is the latter, by giving written notice either to Balens Limited at Bridge House, Portland Road, Malvern, WR14 2TA, or to us, Sterling Insurance Company Limited, at 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX and returning the policy document and schedule with your cancellation letter. You will receive a full refund of premium (but if there has been an incident which has resulted or could result in a claim, you must reimburse us for any amounts we have paid or may be required to pay, in respect of that incident).

In the event of cancellation by you after the 14 day period described above or cancellation by us at any time, we will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current period of insurance.

If you are paying by monthly instalments we

- will stop applying for the monthly premium
- may exercise our right to collect the balance of any outstanding premium in the event of a claim.

If you have agreed to pay the premiums by instalments and fail to pay any of those instalments, we reserve the right to cancel the policy.

We may cancel this policy or any section by sending a recorded delivery letter to your last known address giving seven days notice.

### 3 Change in risk

This policy shall be voidable from the date of change in risk if

- a) the insured's interest ceases other than by death or
- b) the business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- c) any alteration be made either in the business or in the premises or in any property therein or in any other circumstances which may increase the possibility of loss, destruction, damage or accidental bodily injury covered by this policy at any time after the commencement of this insurance unless the Company has agreed in writing to its continuance.

### 4 Claims

On the happening of any event which could result in a claim under this policy (disregarding any excess) it is a condition precedent to liability that you shall

- a) advise Balens Ltd or us in writing as soon as practicable
- b) not make any admission of liability or promise of payment without our written consent
- c) notify the police as soon as reasonably practicable following loss, destruction or damage by theft, riot, vandalism or malicious act or if property be accidentally lost
- d) in respect of any loss, destruction or damage to the property insured submit, at your own expense, a claim in writing with all such particulars and proofs as may be reasonably required within
  - i) seven days (or as soon as reasonably practicable after that date) in the case of loss, destruction or damage caused by riot, civil commotion, strikes, labour disturbances or malicious persons
  - ii) thirty days (or as soon as reasonably practicable after that date) in the case of any other loss, destruction or damage
- e) inform us as soon as reasonably practicable of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry; every letter, claim, writ or other document relating to any accident, claim, prosecution or civil proceedings must be sent to us as soon as reasonably practicable, unacknowledged
- f) give all such information and assistance as we may request.

### 5 Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

### 6 Death of the insured

In the event of the death of the insured the Company will in respect of

liability or loss incurred by the insured indemnify the insured's personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall as though they were the insured observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

### 7 Fraud

If the insured or anyone acting for the insured makes a claim under this policy knowing the claim to be false or fraudulent in any respect or if any damage is caused by wilful act of or with the connivance of the insured the Company will not pay the claim and all cover under the policy will cease from the date of the incident or circumstances in respect of which the fraudulent claim was made.

### 8 Law applicable

Under United Kingdom law, the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

### 9 Other insurance

If at the time of any loss, destruction or damage or at the time of the occurrence of any incident which may result in the insured being held legally liable for the consequences thereof and which is covered under this policy, there is any other insurance in force which covers the same loss, destruction, damage or legal liability, the Company's liability will be limited to its rateable proportion.

### 10 Reasonable care

It is a condition precedent to liability that the insured shall at his own expense

- a) take all reasonable precautions to prevent loss, destruction, damage, accident or bodily injury
- b) keep the premises, buildings and other maintainable property which is insured by this policy in a satisfactory state of repair
- c) comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use, inspection and safety of property and the safety of persons
- d) as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be effected as the circumstances may require
- e) exercise due care in the selection and supervision of employees.

### 11 Reinstatement of sum insured

It is agreed that in the absence of written notice by the insured or the Company to the contrary, the Company's liability shall not stand reduced by the amount of any loss, provided the insured undertakes to pay any appropriate premium for such automatic reinstatement of cover and implements immediately any recommendations made by the Company to prevent further loss, destruction or damage and effects all repair or replacement work without delay.

### 12 Rights

In the event of loss, destruction or damage to the property insured the Company will be entitled to enter any building where such loss, destruction or damage has happened and to take and keep possession of such property insured and to deal with the salvage in a reasonable manner and this policy shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.

### 13 Subrogation

Before or after the Company has indemnified the insured the Company will be entitled to undertake in the name of and on behalf of the insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the insured to recover compensation or secure indemnity from any third party in respect of anything covered by this policy.

### 14 Underinsurance

Whenever a sum insured is declared to be subject to this underinsurance condition, if the property insured by such item shall at the commencement of any loss, destruction or damage hereby insured against be collectively of greater value than such sum insured, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss.

## 15 Warranty

Every warranty shall from the time the warranty attaches apply and continue to be in force during each subsequent period of insurance. Non-compliance with any such warranty in so far as it increases the risk of loss, destruction, damage or accidental bodily injury shall be a bar to any claim for such loss, destruction, damage or accidental bodily injury.

## 16 Security

It is a condition precedent to our liability that you shall ensure that all

- a) security devices are put into full and effective operation whenever the premises are closed for business or left unattended
- b) keys and all details of any codes or combinations relating to any part of the intruder alarm installation and any safe or strongroom be removed from the premises whenever the premises are closed for business or left unattended
- c) fire break doors and shutters in the buildings be maintained in efficient working order and that the openings protected by such doors and shutters be kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links be kept closed except during business hours
- d) alterations or additions to or changes in or removal of security devices be advised to us immediately in writing.

## General Exclusions

The Company will not be liable for

- 1 loss, destruction or damage to property or any cost or expense, or bodily injury directly or indirectly caused by, contributed to by, or resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
    - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
    - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
    - d) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
    - e) an act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an act of terrorism. If the Company alleges that by reason of this sub-paragraph any loss, destruction, damage, cost, expense, consequential loss or bodily injury is not covered by this policy the burden of proving the contrary shall be upon the insured
    - f) pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds
    - g) confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority
    - h) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any computer system, or any hardware, program, software, data, information repository, disk, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus.
  - 2 a) loss, destruction or damage to property caused by pollution or contamination except (unless otherwise excluded) loss, destruction or damage to the property insured caused by
    - i) pollution or contamination which itself results from a contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the period of insurance
    - ii) any contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which itself results from pollution or contamination
  - b) loss under any Business Interruption section or sub-section of this policy resulting from pollution or contamination but this will not exclude loss resulting from damage at the premises to property used by the insured for the purpose of the business (unless otherwise excluded) caused by
    - i) pollution or contamination at the premises which itself results from a contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the period of insurance
    - ii) any contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which itself results from pollution or contamination
  - c) loss under any Public Liability section or Products Liability section or sub-section of this policy resulting from legal liability directly or indirectly caused by or arising from pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance provided that
    - i) all pollution or contamination arising out of such event will be deemed to be one occurrence irrespective of the length of time or number of periods of insurance over which such pollution or contamination occurs
    - ii) the liability of the Company for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance will not exceed the Limit of Liability for any Public Liability or Products Liability section or sub-section of the policy stated herein
- Definition and interpretation** - for the purposes of General Exclusion 2c) only
- pollution or contamination** includes
- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
  - (b) all loss or damage or injury directly or indirectly caused by such pollution or contamination
- 3 loss, destruction or damage
    - a) to property undergoing any process involving the application of heat
    - b) to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, shortcircuiting or self-heating not resulting in fire
    - c) arising from theft or attempted theft where the insured or any director, partner or employee of the insured or any member of the insured's family or household be concerned as principal or accessory
    - d) due to theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware
      - i) during any period when the business has ceased to trade whether the premises are unfurnished or otherwise
      - ii) whilst the buildings are unfurnished or untenanted
    - e) due to disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information
  - 4 loss, destruction or damage or any expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss destruction damage expense or consequential loss by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
  - 5 i) loss, destruction or damage  
ii) additional expenditure or extra expenses  
iii) legal liability

iv) other fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the failure in whole or in part of -

- a) any computer
- b) any data processing equipment or media, microchip, integrated circuit or similar device
- c) any computer software

whether the property of the Insured or not and whether occurring before, during or after the year 2000 to achieve all or any of the purposes and effects intended by the use of any number and/or word to denote a date, including the failure to -

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

command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date but in respect of all sections other than Employers' Liability, Public Liability or Products Liability this shall not exclude subsequent loss, destruction or damage to property specifically insured by any item, section or endorsement of this policy, or any expense or additional expenditure or extra expense (not otherwise excluded) which itself results from the following contingencies or perils -

Fire, lightning, explosion, aircraft and other aerospace devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, impact by any mechanically propelled vehicle or by goods falling therefrom or by animals, theft or any attempt thereat, storm, flood, or escape of water or oil from any pipe tank or apparatus.

## Section 1 - Business Contents

The Company will indemnify the insured in respect of loss, destruction or damage occurring at the premises to the property described in the schedule caused by the following perils -

- 1 fire, lightning, explosion, earthquake
- 2 aircraft or other aerial devices or articles dropped therefrom
- 3 theft or any attempt thereat but excluding theft outside business hours unless involving forcible and violent entry to or exit from the premises
- 4 riot, civil commotion, strikes, labour disturbances, the acts of malicious persons or vandals but excluding all such loss, destruction or damage caused in Northern Ireland or resulting from cessation of work
- 5 impact by any road vehicle or animal
- 6 storm or flood but excluding loss, destruction or damage
  - a) caused by frost, subsidence, ground heave or landslip
  - b) attributable solely to a change in the water table level
  - c) to moveable property in the open and to fences and gates
- 7 leakage of water following bursting or overflowing of water tanks, apparatus or pipes or from any automatic sprinkler installation
- 8 breakage or collapse of television or radio aerials, aerial fittings or masts or satellite receiving equipment but excluding loss, destruction or damage caused by erection, dismantling, repair or maintenance thereof
- 9 leakage of oil from any fixed heating installation
- 10 falling trees or branches but excluding loss, destruction or damage
  - a) caused by felling or lopping carried out by or on behalf of the insured
  - b) to moveable property in the open and to fences and gates
- 11 accidental damage but excluding
  - a) wear, tear or depreciation or diminution in value
  - b) loss, destruction or damage caused by or arising from
    - i) subsidence, ground heave or landslip or from settlement or bedding down of new structures
    - ii) collapse or cracking of buildings

- iii) faulty workmanship, defective design, plan or specification or the use of faulty materials
- iv) scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
- v) atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, rust, corrosion, wood worm, moths, insects, vermin or pests
- vi) any process involving cleaning, dyeing, staining, repairing, restoring, renovating, fitting, alteration or maintenance of any property
- vii) use of any article contrary to manufacturers' instructions
- viii) change in temperature, colour, flavour, texture or finish
- c) loss, destruction or damage resulting from any exclusions to perils 3, 4, 6, 8 and 10 above
- d) loss, destruction or damage to moveable property in the open and to fences and gates.

### Additional cover provided by this sub-section

The cover is extended to include the following

#### Debris removal

The costs and expenses necessarily and reasonably incurred in the removal of debris following loss, destruction or damage to the property insured caused by any of the perils insured by Business Contents above.

#### Sanitary ware and underground pipes and cables

The cost of reinstatement of repair following accidental damage to

- a) fixed sanitary ware and fittings
- b) underground water or gas pipes or electricity or telephone cables extending from the public mains to the premises

Provided that the insured is legally liable as tenant for such reinstatement or repair. Our liability will not exceed £1,000 in any one period of insurance.

#### Seasonal increase

During the months of November and December and for the seven days either side of and including each public holiday, the sum insured on the stock element of Business Contents is increased by 25%

#### Theft of keys

The cost of replacing locks and keys to the premises or any safe therein resulting from loss of keys following their theft

- a) involving forcible and violent entry to the premises or the home of the insured or any authorised employee provided that if the keys are for a safe they are not left on the premises outside business hours
- b) by hold up involving assault or violence or threat thereof whilst such keys are in the personal custody of the insured or any authorised employee.

Our liability will not exceed £1,000 in any one period of insurance.

#### Theft damage to the premises

Damage to the premises resulting from theft or any attempt thereat involving forcible and violent entry thereto or exit therefrom provided that the insured is responsible for the repair of such damage.

#### Architects' and Surveyors' Fees

Within the overall limit of the sum insured on property insured (excluding stock) we will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with our consent in the reinstatement or repair of the property following damage but excluding fees charged for the preparation of any claim.

#### External CCTV equipment

Fixed external CCTV equipment and security lighting. Our liability will not exceed £1,000 in any one period of insurance.

#### Exhibitions

Damage caused to property insured whilst within the premises of any trade show or exhibition within the territorial limits at which you are participating as an exhibitor, including whilst in transit thereto and therefrom but excluding theft or attempted theft of the property insured from any unattended vehicle.

Our liability will not exceed £1,000 in any one period of insurance.

#### Fire extinguisher expenses

The cost of refilling fire extinguishing equipment and smoke cloaks used solely as a consequence of damage but our liability will not exceed £1,000 in respect of the property insured.

#### Landscaping costs

Costs and expenses incurred by you with our consent in repairing or

reinstating damage to the landscaped gardens and grounds at the premises, caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that you are legally responsible for the repair or reinstatement of such damage.

Our liability will not exceed £1,000 in any one period of insurance.

#### **Loss of metered gas and water**

The cost of loss of metered gas and metered water for which you are legally responsible arising from damage at the premises.

Our liability will not exceed £1,000 in any one period of insurance.

#### **Public authority costs**

Within the item sum insured we will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following damage to the property insured Provided that we will not be liable under this cover for any such costs or expenses

- a) incurred following damage to stock
- b) in respect of damage occurring prior to the inception of this section
- c) in respect of property entirely undamaged
- d) where notice to comply has been served upon you prior to the occurrence of damage
- e) for work which takes more than 12 months from the date of damage unless prior consent has been given by us.

#### **Temporary removal**

The property insured (other than stock) is covered whilst temporarily removed from the premises for cleaning renovation repair or similar purposes and in transit thereto and therefrom anywhere within the territorial limits provided that

- a) our liability under this cover shall not exceed 10% of the sum insured on Business Contents after deducting the value of any stock
- b) this cover does not apply to property in so far as it is otherwise insured.

#### **Trace and access**

In the event of damage at the premises resulting from the escape of water or oil from any fixed installation, we will pay for costs necessarily and reasonably incurred in

- a) locating the source of damage in order to effect repairs
- b) making good.

Our liability will not exceed £1,000 in any one period of insurance.

#### **Limits of liability**

The Company's liability during any period of insurance shall not exceed the sum insured against each item nor in all the aggregation of the sums insured by this sub-section.

#### **Basis of claims settlement**

Following loss, destruction or damage insured by this sub-section the Company will pay in respect of

- a) stock - the cost price of replacing the goods at the time of the loss, destruction or damage but in respect of drugs (other than natural medicines), precious metals and alloys for an amount not exceeding £250 in all or such other amount as is stated in the appendix to the schedule
- b) curios, pictures and other works of art - the cost of repairing or replacing such property at the time of the loss, destruction or damage for an amount not exceeding £500 in respect of any one item nor £1,000 in all or such other amounts as are stated in the appendix to the schedule
- c) deeds, documents and business books - their value as stationery together with the cost of clerical labour expended in writing up and not for the value to the insured of the information contained therein, for an amount not exceeding £1,000
- d) computer systems records - the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to the insured of the information contained therein, for an amount not exceeding £1,000 or such other amount as is stated in the appendix to the schedule e) directors', partners', employees', customers' and visitors' personal effects not otherwise insured - the cost of repair or replacement at the time of the loss, destruction or damage after due allowance for wear, tear or depreciation, for an amount not exceeding £250 in respect of any one person.
- f) all other business contents - the cost of repairing or reinstating the

property equal to its condition when new provided that

- i) this is carried out without delay and in the most economical manner
- ii) when property is partially lost, destroyed or damaged the Company's liability shall not exceed the estimated reinstatement cost which could have been payable had it been wholly lost or destroyed
- iii) until reinstatement has been carried out no payment shall be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation
- iv) for the purposes of this sub-paragraph General Condition 14 Underinsurance shall be deemed to read - whenever a sum insured is declared to be subject to this underinsurance condition, if at the time of repair or reinstatement the amount representing the cost which would have been incurred in repair or reinstatement if the whole of the property insured by any item insured hereby had been lost or destroyed exceeds the sum insured by such item at the time of the loss, destruction or damage, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss
- v) where for any reason no payment is to be made on the basis of repair or reinstatement as new (liability being otherwise admitted) then the liability of the Company will be arrived at as if this basis of claims settlement had not been incorporated herein and sub-paragraph f) shall then be deemed to read - all other business contents - the cost of repair or replacement at the time of the loss, destruction or damage after due allowance for wear, tear or depreciation.

#### **Special exclusions**

The Company will not be liable under this sub-section for

- 1 the first £250 of each claim after the application of the underinsurance condition or such other amount as stated in the Schedule
- 2 theft by or with the connivance of your employees
- 3 special glass, shop windows and signs
- 4 curios, pictures and other works of art over £500 any one item unless specially agreed
- 5 loss, destruction or damage caused by theft or attempted theft occurring outside business hours to any till or cash register unless its drawer has been left in an open position.
- 6 loss, destruction or damage to property contained in any outbuilding or basement caused by storm, flood, sudden escape of water or oil unless such property is raised at least 100mm above floor level

#### **Glass**

##### **Cover**

The Company will indemnify the insured in respect of

- a) breakage of or damage to fixed plain plate or sheet or wired glass at the premises, together with the necessary cost of temporary boarding up pending replacement and the cost of repairing window and door frames and alarm foil as a result of such breakage or damage
- b) breakage at the premises of fixed mirrors and fixed glass in furniture.

##### **Special exclusions**

The Company will not be liable under this sub-section for

- 1 the first £250 of each claim
- 2 glass which was broken or cracked before the insurance commenced
- 3 superficial scratching, chipping or cracking
- 4 breakage caused during installation or removal or whilst alterations or repairs are being effected to the premises
- 5 breakage of
  - a) glass fitted into and forming part of a shop frontage
  - b) armoured, bent or other special glass or lettering or designs superimposed on glass
  - c) glass in fixed or hanging signs.

#### **Money**

##### **Cover**

The Company will indemnify the insured in respect of loss of money occurring within the territorial limits.

##### **Limits of liability**

The Company's liability shall not exceed the limits stated below in respect of any one occurrence.



Item	Limit		
1	crossed cheques, crossed postal or money orders, bankers' drafts, credit card sales vouchers and VAT purchase invoices	£250,000	
2	money other than as described in 1 above whilst	£2,500	
	a) in transit in the personal custody of the insured or any authorised employee or whilst contained in a bank night safe		
	b) in the home of the insured or any authorised employee	£500	
	c) on the premises		
	i) during business hours	£2,500	
	ii) outside business hours		
	(a) contained in a locked safe	£1,000	
	(b) not contained in a locked safe	£250	
3	Total loss by physical severance of one or more limbs at or above the wrist or ankle or total and permanent loss of use of an entire limb		£10,000
4	Permanent total disablement other than by Result 2 or 3 entirely preventing engagement in or attendance to any occupation		£10,000
5	Temporary total disablement entirely preventing engagement in the business provided that in respect of each insured person		£100 per week
	a) Compensation shall not be payable for		
	i) more than one of Results 1, 2, 3 or 4		
	ii) Result 1, 2, 3 or 4 unless occurring within 12 months of sustaining injury		
	iii) Result 5 until the entire amount has been agreed		
	iv) Result 5 for more than 104 weeks from the date of sustaining injury		
	v) death or disablement consequent upon or prolonged by any preexisting physical or mental disability or infirmity or by pregnancy or childbirth		
	vi) injury sustained when under 16 or over 65 years of age		
	b) the total amount payable as Compensation under Result 5 shall be deducted from any subsequent Compensation payment under Result 1, 2, 3 or 4 that follows from the same cause.		

## Additional cover

### Safes

The cover is extended to include the cost of repair or replacement, following theft or attempted theft, of any

- safe
- security case, bag or waistcoat used to carry money.

The Company's liability will not exceed £2,500 in any one period of insurance.

### Credit cards

We will pay for any amount for which you become liable under the terms of issue of any bank charge credit card issued and used only in connection with the business following fraudulent use by any unauthorised person within the territorial limits Provided that you report the loss to the issuing company immediately and to the Police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.

Our liability will not exceed £500 in any one period of insurance.

### Special exclusions

The Company will not be liable under this sub-section for

- shortages due to error or omission
- any loss due to the fraud or dishonesty of any director, partner or employee unless the loss is discovered within seven working days of the date of its occurrence
- loss from any unattended vehicle
- loss from any coin-operated gaming, amusement or vending machine or payphone.

### Special conditions

- A true and complete account must be kept of all money in transit and on the premises and such record must be deposited in a secure place other than in any safe containing the money.
- Whenever the premises are open for business any safe must be kept locked (other than when money or other property is being placed therein or removed therefrom) and the keys kept in the personal custody of the insured or any authorised employee.
- Outside business hours any safe must be kept locked and its keys removed from the premises.
- One copy of each completed credit card voucher must at all times be kept in a secure place separate from its counterpart.

## Personal Assault

### Cover

If in the course of the business the insured or any director, partner or employee hereinafter called an insured person sustains bodily injury consequent upon robbery or hold up or any attempt thereat occurring within the territorial limits and such bodily injury independently of any other cause is the sole and direct cause of death or disablement as detailed under Results 2 to 5 below, then the Company will pay to the insured or the legal personal representative of the insured the relevant amount of Compensation shown.

Result	Compensation
1	Death £10,000
2	Total and irrecoverable loss of sight in one or both eyes £10,000

## Additional cover

The cover by this sub-section is extended to include damage to clothing and personal effects of an insured person arising in connection with the business as a direct result of robbery or hold up or any attempt thereat for an amount not exceeding £250 any one insured person.

## Special exclusions

The Company will not be liable under this Special extension for death loss or disablement caused by

- an insured person being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction
- pregnancy or childbirth
- any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment which has not been declared to and accepted in writing by the Company
- any communicable disease including acquired immune deficiency syndrome (AIDS) or an AIDS related condition.

## Special condition

The Company will be entitled at its own expense to have

- a medical examination of an insured person as often as required
- a post-mortem examination in the event of death of an insured person.

## Section 2 - Business Interruption

### Definitions and interpretation

For the purposes of this section only

**Damage** means physical loss, destruction or damage by any of the perils insured by the Business Contents section

**Notifiable human infectious or contagious disease** means those diseases notifiable under the Public Health (Infectious Diseases)

Regulations, 1988, namely:

Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough, Yellow fever.

No other disease shall be added to the above list without the Company's prior written consent.

**Indemnity period** means the period beginning with the occurrence of the damage and ending not later than the maximum indemnity period thereafter during which the results of the business shall be affected in consequence of such damage

**Maximum indemnity** period means twelve months or such other term stated against Endorsement TPEBI5 in the schedule turnover means the money paid or payable to the insured for goods sold and delivered and for services rendered in the course of the business at the premises

**Gross profit** means the amount by which

- a) the sum of the amount of the turnover and the amounts of the closing stock and work in progress shall exceed
- b) the sum of the amount of the opening stock and work in progress and the amount of the uninsured working expenses

Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the insured's normal accountancy methods, due provision being made for depreciation

**Uninsured working expenses** means the following expenses of the business which are considered to vary directly with the turnover and are therefore not included in the insurance

- a) 100% of purchases of materials (less discounts received)
- b) 100% of carriage, packing and freight (other than the insured's own)
- c) 100% of bad debts

Note: The words and expressions used in this definition (other than wages if referred to herein) shall have the meaning usually attached to them in the books and accounts of the insured.

**rate of gross profit** means the rate of gross profit earned on the turnover during the financial year immediately before the date of the damage

**annual turnover** means the turnover during the twelve months immediately before the date of the damage

**standard turnover** means the turnover during that period in the twelve months immediately before the date of the damage which corresponds with the indemnity period

Notes:

- 1 To the extent that the insured is accountable to the tax authorities for Value Added Tax, all terms in this section shall be exclusive of such tax
- 2 For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

## Cover

The Company will indemnify the insured by payment in accordance with the provisions contained herein in respect of any item insured hereby for the amount of loss resulting from interruption or interference with the business carried on by the insured at the premises in consequence of any damage occurring at the premises to any building or other property or any part thereof used by the insured at the premises for the purposes of the business.

Provided that at the time of the happening of the damage there shall be in force an insurance covering the interest of the insured in the property at the premises against such damage and that payment shall have been made or liability admitted therefor under such insurance or that payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

## Additional cover

Loss as insured by this section resulting from interruption or interference with the business in consequence of

- a) damage to property in the vicinity of the premises which prevents or

hinders the use of or prevents access to the premises or which causes

- a fall in the number of customers attracted to the vicinity of and using the premises but excluding

damage to property of any public utility from which the insured obtains supplies or services

- b) damage to property at any
  - i) generating station or sub-station of the public electricity supply undertaking
  - ii) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith

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

- iii) land based premises of the public telecommunications undertaking
  - iv) waterworks or pumping station of the public water supply undertaking within the territorial limits from which the insured obtains electricity, gas or water supplies or telecommunication services shall be deemed to be loss resulting from damage at the premises to property used by the insured for the purposes of the business.
- c) the compulsory closure of the premises by order of any competent public authority following:
    - i) the occurrence at the premises of murder or suicide
    - ii) the occurrence at the premises of any outbreak of a notifiable human infectious or contagious disease
    - iii) defective sanitation of the premises or the presence at the premises of vermin or pests;
    - iv) injury or illness of any person traceable to food or drink sold, supplied or provided at the premises; shall be deemed to be loss resulting from loss, destruction or damage at the premises to property used by the insured for the purpose of the business.

The Company's liability under each c) i), ii), iii) and iv) will not exceed £5,000 in any one period of insurance.

## Limit of liability

The Company's liability during any one period of insurance will not exceed the sum insured against each item in the schedule.

## Basis of claims settlement

Following damage insured by this section the Company will pay for the following in respect of any of the undermentioned items if insured by this section.

### Gross profit - loss thereof due to

- a) reduction in turnover being the amount produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall fall short of the standard turnover in consequence of the damage
- b) increase in cost of working being the additional expenditure (subject to the provisions of the Uninsured standing charges clause necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the damage. Provided that if the sum insured by this item be less than the sum produced by applying the rate of gross profit to the annual turnover (or to a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve months) the amount payable shall be proportionately reduced.

## Additional expenditure

Additional expenditure necessarily and reasonably incurred by the insured during the indemnity period within which increases in the cost of working are incurred in consequence of the damage for the sole purpose of avoiding or diminishing a reduction in turnover or in gross revenue earned as applicable at the premises or for the purpose of resuming or maintaining the business less any savings in charges or expenses that may be made in consequence of the damage.

## Additional clauses

### 1 Alternative trading

If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover or gross revenue or gross rent receivable as applicable during the indemnity period.

### 2 Payments on account

Payments on account may be made to the insured during the indemnity period at the discretion of the Company subject to any necessary adjustment at the termination of such period.

### 3 Professional accountants

Any particulars or details contained in the insured's books of account

or other business books or documents which may be required by the Company under the terms of General Condition 4 for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Company will pay to the insured under this section the reasonable charges payable by the insured to their professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the Company under the terms of General Condition 5 and reporting that such particulars or details are in accordance with the insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the section shall in no case exceed the limit of liability.

#### 4 Uninsured standing charges

If any standing charges of the business be not insured by this section (having been deducted in arriving at the gross profit as defined herein) then in computing the amount recoverable hereunder as increase in cost of working when any item on gross profit is insured, that proportion only of any additional expenditure shall be brought into account which the gross profit bears to the sum of the gross profit and the standing charges which have not been insured.

#### Special exclusions

The Company will not be liable under this section for

- 1 increased metered water charges except where such increased charges are caused by any peril insured against
- 2 loss due to
  - a) erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotion or malicious persons
  - b) other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from any of the perils 1 to 11 of the Business Contents section of this policy in so far as it is not otherwise excluded

#### Special condition

- 1 The insurance by this section shall not apply if the business be wound up, permanently discontinued or carried on by a liquidator or receiver.

### Section 3 - Employers' Liability

#### Definitions and interpretation

For the purposes of this section only

**Act of terrorism** means an activity that

- a) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and
  - b) appears to be intended to
    - (i) intimidate or coerce a civilian population, or
    - (ii) disrupt any segment of the economy of a government de jure or de facto, state or country, or
    - (iii) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
    - (iv) affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking
- asbestos means asbestos, asbestos fibres, any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos

**Bodily injury** means death, injury, illness, disease or shock

**Business** means the business as stated in the schedule including

- a) provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees, first aid, medical, ambulance, fire and security services and maintenance of the insured's premises
- b) private duties undertaken by an employee for the insured, or, with the insured's consent, for any director, partner or official of the insured
- c) ownership and maintenance of buildings, premises and land used in connection therewith
- d) participation as an exhibitor at trade shows or exhibitions

**Employee** means

- a) any person under contract of service or apprenticeship with the insured or with some other employer and who is supplied to or hired to or borrowed by the insured
- b) any labour master or labour only sub-contractor or any person supplied by them
- c) any self-employed person or voluntary helper performing work of a kind ordinarily performed under a contract of service or apprenticeship with the insured provided that such work is under the immediate supervision and control of the insured
- d) any person who is engaged under a Government or otherwise authorised work experience, training, study, exchange or similar scheme whilst working for the insured in connection with the business.

#### Cover

The Company will indemnify the insured against all amounts which the insured shall become legally liable to pay as compensation in respect of accidental bodily injury to any employee if such injury arises out of and in the course of his employment by the insured in the business and occurring

- a) during the period of insurance
- b) within the territorial limits.

#### Additional cover

The cover under this section is extended to include the following

#### Corporate manslaughter

The Company will indemnify the insured against

- a) legal costs and expenses incurred with the prior written consent of the Company and
- b) prosecution costs awarded against the insured in the defence of any criminal proceedings including an appeal against conviction arising from such proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the business during the period of insurance and which may be the subject of indemnity under this section.

Provided that

- i) the liability of the Company under this extension shall not exceed £2,000,000 during any one period of insurance
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the policy schedule
- iii) where the Company has already provided an indemnity in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to such proceedings any amount paid or payable by the Company will be deducted from the amount payable under this extension
- iv) the Company agrees in writing to the appointment of any solicitor or counsel who is to act on behalf of the insured prior to their appointment.

The Company will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with an appeal unless advice has been obtained from solicitors or counsel approved by us that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the insured or any director partner or employee of the insured
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against the insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Health and Safety at Work etc Act 1974

The Company will indemnify the insured and at the request of the insured any director, partner or employee of the insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc Act 1974 committed or alleged to have been committed during the period of insurance, including legal costs and expenses incurred with the consent of the Company in any appeal against conviction arising from such proceedings. The Company's liability shall not exceed £10,000 in any one period of insurance.

### Indemnity to other persons

If the insured so requests, any director, partner or employee, in their respective capacity as such, shall be deemed to be the insured provided that

- any person indemnified is not entitled to indemnity under any other insurance
- any person indemnified shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- the Company will retain the sole conduct and control of any claim
- the Company's maximum liability in the aggregate for damages to the insured and any such persons shall not exceed the amounts stated in the Limits of liability.

### Limits of liability

The Company's liability in respect of

- accidental bodily injury to employees
- all legal costs recoverable from the insured by any claimant
- any other costs and expenses of litigation incurred with the Company's written consent
- solicitors' and counsels' fees for legal representation at any coroners' inquest or fatal accident inquiry
- the costs incurred, with the Company's written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy arising out of and in the course of employment in the business will not exceed
  - £5,000,000 as regards bodily injury which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to any act of terrorism
  - the amount stated in the schedule as regards any other bodily injury in respect of any one claim against the insured or series of claims against the insured arising out of one cause.

### Special exclusions

The Company will not be liable under this section in respect of

- liability arising from and or caused by any process or work in connection with offshore installations, oil or gas rigs

For the purposes of this Special exclusion only

- offshore installation** means any platform or rig or any aircraft or vessel servicing a platform or rig
- it is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an offshore installation.

- damages for bodily injury unless the action is brought against the insured in a Court of Law in the territorial limits.

### Special conditions

- The Indemnity granted includes protection to the insured as required by any law relating to compulsory insurance of the employer's legal liability to his employees whilst employed in the territorial limits but the insured shall 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.
- The Company may at any time pay to the insured the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or

proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

- If this policy or this section is cancelled then any Certificate of Employers' Liability insurance issued by the Company is deemed to be cancelled at the same time.

## Section 4 - Public Liability

### Definitions and interpretation

For the purposes of this section only

**Act of terrorism** means an activity that

- involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and
  - appears to be intended to
    - intimidate or coerce a civilian population, or
    - disrupt any segment of the economy of a government de jure or de facto, state or country, or
    - overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
    - affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage taking
- bodily injury** means death, injury, illness, disease or shock
- business** means the business as stated in the schedule including

- provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees, first aid, medical, ambulance, fire and security services and maintenance of the insured's premises
- private duties undertaken by an employee for the insured, or, with the insured's consent, for any director, partner or official of the insured
- ownership and maintenance of buildings, premises and land used in connection therewith
- participation as an exhibitor at trade shows or exhibitions

**Employee** means

- any person under a contract of service or apprenticeship with the insured or with some other employer and who is supplied to or hired to or borrowed by the insured
- any labour master or labour only sub-contractor or any person supplied by them
- any self employed person or voluntary helper performing work of a kind ordinarily performed under a contract of service or apprenticeship with the insured provided that such work is under the immediate supervision and control of the insured
- any person who is engaged under a Government or otherwise authorised work experience, training, study, exchange or similar scheme whilst working for the insured in connection with the business products means any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by the insured in connection with the business from the premises and no longer in the insured's possession or control.

### Cover

The Company will indemnify the insured against all amounts which the insured shall become legally liable to pay as damages in respect of

- accidental bodily injury to any person
- accidental loss or destruction of or accidental damage to material property
- accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property happening in connection with the business and occurring
  - during the period of insurance
  - within the territorial limits
  - elsewhere in the world in respect of any journey or temporary visit in connection with the business by the insured or any director, partner or employee of the insured normally resident within the territorial limits provided such journey or visit is not for the purpose of performing manual work.

### Additional cover

The cover under this section is extended to include the following

### Contingent motor liability (non-owned vehicles)

Notwithstanding Special exclusion 2 iii) the Company will indemnify the insured named in the schedule and no other for the purposes of this extension in respect of legal liability for accidental bodily injury to any person or accidental loss or destruction of or accidental damage to material property arising out of the use of any motor vehicle not the property of nor provided by the insured but being used in connection with the business.

Provided that the Company shall not be liable under this extension

- a) in respect of loss or destruction of or damage to such vehicle or to goods conveyed therein or thereon
- b) for bodily injury to any person or loss or destruction of or damage to property arising while such vehicle is being driven by
  - i) the insured
  - ii) any person who to the knowledge of the insured or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the territorial limits.

### **Corporate Manslaughter**

The Company will indemnify the insured against

- a) legal costs and expenses incurred with the Company's prior written consent and
- b) prosecution costs awarded against the insured in the defence of any criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the business during the period of insurance and which may be the subject of indemnity under this section.

Provided that

- i) the Company's liability under this extension shall not exceed the limit of indemnity stated in the section and/or schedule during any one period of insurance
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the schedule
- iii) where the company have already provided an indemnity in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings, including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to such proceedings, any amount paid or payable by the Company will be deducted from the amount payable under this extension
- iv) the Company agree in writing to the appointment of any solicitor or counsel who is to act on behalf of the insured prior to their appointment.

The Company will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with an appeal unless advice has been obtained from solicitors or counsel approved by the Company that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the insured or any of the insured's directors, partners or employees
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against the insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### **Cross liabilities**

Where there is more than one person named as the insured in the schedule this section shall apply separately to each named person as if

each is insured by a separate policy, provided always that the maximum liability of the Company in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

### **Defective Premises Act 1972**

The Company will indemnify the insured against all amounts which the insured shall become legally liable to pay as damages in respect of accidental bodily injury to any person or accidental loss or destruction of or accidental damage to material property occurring during a period of seven years immediately following disposal by the insured of buildings that have been insured by the Property Damage section of this policy.

Provided that such liability is incurred in connection with such buildings and by virtue of Section 3 of the Defective Premises Act 1972.

The Company will not be liable

- a) if at the date of their disposal by the insured such buildings were not insured by this policy or any other policies in respect of which this policy has been issued in substitution
- b) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- c) if the insured is entitled to indemnity under any other policy.

### **Health and Safety at Work etc. Act 1974**

The Company will indemnify the insured and, at the request of the insured, any director, partner or employee of the insured against legal costs and expenses incurred, with the Company's written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the period of insurance, including legal costs and expenses incurred with the written consent of the Company in an appeal against conviction arising from such proceedings.

The Company will not be liable for

- a) fines and penalties of any kind
- b) legal costs and expenses where an indemnity is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission by the insured
- d) more than £10,000 in any one period of insurance.

### **Indemnity to other persons**

The Company will indemnify at the request of the insured

- a) any director, partner or employee of the insured
- b) any officer, committee member or other person employed by the insured's catering, social, sports, educational or welfare organisations or first aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with the consent of the insured an employee is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by the insured for the performance of work
- e) the owner of plant hired by the insured but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death against legal liability in respect of which the insured would have been entitled to indemnity under this policy if the claim had been made against the insured.

Provided that

- i) any person indemnified is not entitled to indemnity under any other insurance
- ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) the Company will retain the sole conduct and control of any claim
- iv) the maximum liability of the Company in the aggregate for damages to the insured and any such persons shall not exceed the Limit of liability

### **Leased, hired and rented premises**

In the event of any premises being leased, hired or rented to or in the custody of or under the control of the insured, Special exclusion 3 relating to such property shall be deemed not to apply.

Provided that the Company will not be liable in respect of

- a) liability assumed by the insured under a contract or under a tenancy or other agreement if such liability would not have attached in the absence of such contract or agreement
- b) the relevant deductible as stated in sub paragraph d) ii) of the Deductible clause.

### Limit of liability

The Company's liability in respect of damages for any occurrence giving rise to any one claim against the insured or series of claims against the insured arising out of one cause will not exceed the amount stated in the schedule.

The Company will also pay

- a) all legal costs recoverable from the insured by any claimant
- b) any other costs and expenses of litigation incurred with the Company's written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with the Company's written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this subsection of the policy.

### Special exclusions

The Company will not be liable under this section in respect of

- 1 bodily injury to any employee arising out of and in the course of his employment by the insured in the business
- 2
  - a) loss or destruction of or damage to property
  - b) bodily injury sustained by any person arising from the ownership, possession or use by or on behalf of the insured of
    - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
    - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
    - iii) any mechanically propelled vehicle or plant or trailer attached thereto in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation
- 3 loss or destruction of or damage to
  - a) property owned by or leased, hired or rented to the insured
  - b) property belonging to or held in trust by or in the custody of or under the control of the insured or any director, partner or employee of the insured other than
    - i) personal property of directors, partners or employees
    - ii) the property of customers or visitors temporarily on or about the premises, but excluding all property undergoing or awaiting testing, repair, servicing, alteration, maintenance, cleaning or inspection
- 4 liability which attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement
- 5 liability arising from or caused by
  - a) breach of professional duty
  - b) the provision of advice or any plan, design, formula or specification given separately for a fee
  - c) any diagnosis, treatment (other than first aid treatment), therapy, medical advice, aerobic or other fitness related instruction given or performed or administration of drugs or medicines
  - d) the use of solarium, sunbeds, saunas and hydro-massage facilities
  - e) the use of welding or flame cutting equipment or asphalt bitumen or tar heaters away from the premises
  - f) loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support
- 6 liability arising from and or caused by any processes or work in connection with any of the following
  - a) asbestos
  - b) power stations, nuclear installations or establishments
  - c) refineries, bulk storage or production premises in the oil, gas or chemical industries
  - d) offshore installations, oil or gas rigs

**Definition and interpretation** - for the purposes of this Special exclusion only

- offshore installation means any platform or rig or any aircraft or vessel servicing a platform or rig
- it is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an offshore installation.

- e) railways or railway installations

- f) towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
  - g) work underground, underwater or airside
  - h) loading or discharging of vessels or other work on ships
  - i) piling or the use of explosives
  - j) any demolition unless such work forms part of a contract for construction, alteration, maintenance or repair and prior permission for any such demolition is obtained in writing by the insured from the Company
- 7 bodily injury or loss or destruction of or damage to property caused by a products (other than food or drink for consumption at the premises by directors, partners, employees or visitors of the insured)
  - 8 loss or destruction of or damage to products nor the cost of making good or recalling such products
  - 9 loss or destruction of or damage to that part of any property upon which the insured is or has been working
  - 10 liability arising directly or indirectly out of exposure to or inhalation of, or fears of the consequence of exposure to, or inhalation of asbestos
  - 11 the cost of cleaning up or removal of or damage to property arising out of any asbestos
  - 12 liability at law for loss, damage, cost or expense of whatsoever nature directly or indirectly arising out of, contributed by, caused by, resulting from, or in connection with any of the following, or any action taken in controlling, preventing, suppressing, retaliating against or responding to any of the following, regardless of any other cause or event contributing concurrently or in any other sequence of the loss:
    - i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government de jure or de facto or martial law; or
    - ii) riots, strikes or civil commotion;
    - or iii) any act of terrorismIf the Company alleges that by reason of this Special exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses is not covered by this section the burden of proving the contrary shall be upon the insured
  - 13 fines, penalties or liquidated, punitive or exemplary damages
  - 14 damages for bodily injury or loss or destruction of or damage to property unless the action is brought against the insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
  - 15 the first £250 of any loss or destruction of or damage to property occurring away from the premises.

### Special conditions

- 1 It is a condition precedent to the liability of the Company that the undernoted precautions shall be complied with whenever blow lamps, blow torches or hot air guns are used in connection with any work anywhere other than on the premises
  - a) a suitable employee of the insured be appointed at each site of operations to be responsible for fire safety for each period of work and to ascertain the location of fire alarms and fire extinguishing appliances installed by the occupier(s)
  - b) specific permission in the form of a hot work permit to commence such work be obtained from a responsible individual at the building or place at which such work is to be undertaken
  - c) the work to be performed only by trained personnel
  - d) the area within 10 metres in which such blow lamps, blow torches or hot air guns are to be used shall first be cleared of loose combustible material and segregated by the use of screens constructed of incombustible materials
  - e) the area on the other side of walls or partitions where work is to be undertaken shall first be inspected to ensure that there be no combustible materials directly or indirectly in danger of ignition
  - f) combustible floors in the segregated area shall be covered with sand or protected by overlapping sheets of incombustible materials
  - g) suitable fire extinguishing appliances shall be available for instant use and in the immediate proximity of any heat work
  - h) blow lamps, blow torches, hot air guns or their gas cylinders shall be filled or changed only in the open and not in the confines of any building
  - i) gas cylinders shall be kept outside the building in or on which the work is being undertaken and stored away from any obvious fire hazard
  - j) blow lamps, blow torches or hot air guns shall be lighted for as short a time as possible before use and extinguished immediately

- after use
- k) lighted blow lamps, blow torches or hot air guns shall never be left unattended
  - l) an examination shall be made in and about the area in which such equipment has been used immediately upon completion of any period of work to detect potential sources of fire or explosion and again after one hour of completion of such work to ensure that there is nothing smouldering and that there is no risk of fire.
- 2 It is a condition precedent to the liability of the Company that the undernoted precautions shall be complied with whenever there be any burning of waste or other materials on the insured's own premises or on the premises of any other person
- a) the work shall be in a clear area at a distance of at least 15 metres from any property
  - b) waste or other materials shall be checked to ensure that no explosive substances or pressurised containers are present
  - c) suitable fire extinguishing appliances shall be available for instant use and in the immediate proximity of any fire for controlling or extinguishing the fire
  - d) fires will not be left unattended
  - e) reasonable precautions shall be taken to prevent the escape of smoke or dust in a way which might cause nuisance or danger to persons passing by or to the property of any person
  - f) all fires shall be extinguished at least one hour before leaving the area.
- 3 The Company may at any time pay to the insured the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

## Section 5 – Products Liability

### Cover

The Company will indemnify the insured against all amounts which the insured shall become legally liable to pay as damages in respect of

- a) accidental bodily injury to any person
- b) accidental loss or destruction of or accidental damage to material property happening in connection with the business and caused by or through or in connection with any products and occurring
  - i) during the period of insurance
  - ii) anywhere in the world.

### Additional cover

The cover under this sub-section is extended to include the following

### Cross liabilities

Where there is more than one person named as the insured in the schedule this sub-section shall apply separately to each named person as if each is insured by a separate policy, provided always that the maximum liability of the Company in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

### Consumer Protection Act 1987

The Company will indemnify the insured and, at the request of the insured, any director, partner or employee of the insured against legal costs and expenses incurred in the defence of any criminal proceedings in respect of a breach of the Consumer Protection Act 1987 committed or alleged to have been committed during the period of insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings.

The Company will not be liable for

- a) fines and penalties of any kind
- b) legal costs and expenses where an indemnity is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission by the insured
- d) more than £25,000 in any one period of insurance.

### Corporate Manslaughter

The Company will indemnify the insured against

- a) legal costs and expenses incurred with the Company's prior written consent and
- b) prosecution costs awarded against the insured in the defence of any criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the business during the period of insurance and which may be the subject of indemnity under this section.

Provided that

- i) the Company's liability under this extension shall not exceed the limit of indemnity stated in the section and/or schedule during any one period of insurance
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the schedule
- iii) where the company have already provided an indemnity in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings, including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to such proceedings, any amount paid or payable by the Company will be deducted from the amount payable under this extension iv) the Company agree in writing to the appointment of any solicitor or counsel who is to act on behalf of the insured prior to their appointment.

The Company will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with an appeal unless advice has been obtained from solicitors or counsel approved by the Company that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the insured or any of the insured's directors, partners or employees
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against the insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### Food Safety Act 1990

The Company will indemnify the insured and, at the request of the insured, any director, partner or employee of the insured against legal costs and expenses incurred in the defence of any criminal proceedings in respect of a breach of the Food Safety Act 1990 committed or alleged to have been committed during the period of insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings.

The Company will not be liable for

- a) fines and penalties of any kind
- b) legal costs and expenses where an indemnity is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission by the insured
- d) more than £25,000 in any one period of insurance

### Limit of liability

The Company's liability in respect of damages for all occurrences giving rise to a claim or a number of claims in any one period of insurance will not exceed the amount stated in the schedule in the aggregate.

The Company will also pay

- a) all legal costs recoverable from the insured by any claimant
- b) any other costs and expenses of litigation incurred with the Company's written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with the Company's written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any event which may be the subject of indemnity under this subsection of the policy.

### Special exclusions

The Company will not be liable under this sub-section in respect of

- 1 bodily injury to any employee arising out of and in the course of his employment by the insured in the business
- 2 liability arising from or caused by
  - a) the provision of advice or any plan, design, formula or specification given separately for a fee
  - b) the making up, sale or supply of any drug or medical preparation obtainable on prescription from a medical practitioner
  - c) the making up, sale or supply of cosmetics, toiletries, animal feeds, seeds, fertilisers, insecticides or pesticides unless of proprietary manufacture
  - d) any products manufactured, constructed or prepared in accordance

- with their plan, design, formula or specification failing to perform the function for which they are intended by the insured
- 3 loss or destruction of or damage to products nor the cost of making good or recalling such products nor the cost of rectifying defective work
  - 4 liability attaching solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement
  - 5 liability arising in the United States of America or in Canada unless the insured did not know or could not reasonably have been expected to know that the products would be sold or supplied to or used within these countries
  - 6 fines, penalties or liquidated, punitive or exemplary damages
  - 7 any products which with the insured's knowledge are used in the aircraft, space, petro-chemical, gas, off-shore, ship building and repair or nuclear industries
  - 8 any products which with the insured's knowledge are used in the motor industry other than those not affecting the safety, stability, steering or braking of any vehicle
  - 9 damages for bodily injury or loss or destruction of or damage to property unless the action is brought against the insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

#### Special condition

The Company may at any time pay to the insured the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred before the date of such payment.

#### Special exclusions

The Company will not be liable under this sub-section in respect of

- 1 bodily injury to any employee arising out of and in the course of his employment by the insured in the business
- 2 liability arising from or caused by
  - a) the provision of advice or any plan, design, formula or specification given separately for a fee
  - b) the making up, sale or supply of any drug or medical preparation obtainable on prescription from a medical practitioner
  - c) the making up, sale or supply of cosmetics, toiletries, animal feeds, seeds, fertilisers, insecticides or pesticides unless of proprietary manufacture
  - d) any products manufactured, constructed or prepared in accordance with their plan, design, formula or specification failing to perform the function for which they are intended by the insured
- 3 loss or destruction of or damage to products nor the cost of making good or recalling such products nor the cost of rectifying defective work
- 4 liability attaching solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement
- 5 liability arising in the United States of America or in Canada unless the insured did not know or could not reasonably have been expected to know that the products would be sold or supplied to or used within these countries
- 6 fines, penalties or liquidated, punitive or exemplary damages
- 7 any products which with the insured's knowledge are used in the aircraft, space, petro-chemical, gas, off-shore, ship building and repair or nuclear industries
- 8 any products which with the insured's knowledge are used in the motor industry other than those not affecting the safety, stability, steering or braking of any vehicle
- 9 damages for bodily injury or loss or destruction of or damage to property unless the action is brought against the insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

#### Special condition

The Company may at any time pay to the insured the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred before the date of such payment.

## Section 6 - All Risks

**Definitions and interpretation** For the purposes of this section only

**Overnight** means between 2100 hours and 0600 hours

**Property** means unspecified items of equipment belonging to the insured or for which the insured is legally responsible, used by the insured in

connection with the business

#### Cover

The Company will indemnify the insured in respect of loss, destruction or damage to the property caused by any accident or misfortune occurring within the territorial limits shown in the schedule as applicable to the property insured.

#### Limits of liability

The Company's liability in respect of any one occurrence will not exceed the sum insured stated in the schedule.

#### Basis of claims settlement

Following loss, destruction or damage insured by this section and subject to the adequacy of the sums insured and to the Limits of liability the Company will pay the cost of repairing or replacing the property equal to its condition when new provided that

- a) this is carried out without delay and in the most economical manner
- b) when property is partially lost, destroyed or damaged the Company's liability shall not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- c) until replacement has been carried out no payment shall be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation
- d) the sum insured against each item in the schedule is separately subject to General Condition 18 Underinsurance which for the purposes of this section shall be deemed to read -
  - whenever a sum insured is declared to be subject to this underinsurance condition, if at the time of repair or replacement the amount representing the cost which would have been incurred in repair or replacement if the whole of the property insured by any item insured hereby had been lost or destroyed exceeds the sum insured by such item at the time of the loss, destruction or damage, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss
- e) where for any reason no payment is to be made on the basis of repair or replacement as new (liability being otherwise admitted) then the liability of the Company will be arrived at as if this basis of claims settlement had not been incorporated herein and the basis of claims settlement shall then be deemed to read -
  - following loss, destruction or damage insured by this section and subject to the adequacy of the sums insured and to the Limits of liability the Company will pay the cost of repair or replacement of the property at the time of the loss, destruction or damage after due allowance for wear, tear or depreciation.

#### Special exclusions

The Company will not be liable under this section for

- 1 loss, destruction or damage caused by or consisting of
  - a) wear, tear or depreciation or diminution in value
  - b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
  - c) faulty or defective workmanship operational error or omission on the part of the insured or any employee of the insured
  - d) marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
  - e) atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
  - f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
  - g) use of any article contrary to manufacturers' instructions
  - h) storm or flood unless the property is contained in an enclosed vehicle or in a building
  - i) change in temperature colour flavour texture or finish
- 2 theft from unattended vehicles, unless
  - a) all windows and other openings have been closed, all doors have been secured and any other protective devices have been put into full and effective operation
  - b) any property insured is secured in the locked boot or closed glove compartment (the locked luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot)
  - c) the vehicle is fitted with an alarm and immobiliser and same are in full and effective operation.
- 3 breakage of brittle articles unless forming part of photographic equipment
- 4 loss, destruction or damage whilst in the course of transit by post or postal services
- 5 losses not directly associated with the incident that caused the insured to claim
- 6 the first £100 of each and every claim.