

# ***Business Insurance Certificate***

|  |         |
|--|---------|
| Index  | Page 1  |
| Part 1 Certificate Administration              | Page 2  |
| Part 2 Certificate Cover General Definitions   | Page 5  |
| Part 3 Property Damage Section                 | Page 9  |
| Business Interruption Section                  | Page 22 |
| Gross Profit Specification                     | Page 22 |
| Increase in Cost of Working Specification      | Page 28 |
| Terrorism Section                              | Page 34 |
| Goods in Transit Section                       | Page 36 |
| Liability Section                              | Page 38 |
| Professional Indemnity (Miscellaneous) Section | Page 45 |
| Contract Works Plant & Tools Section           | Page 50 |
| Part 4 Certificate Exclusions                  | Page 55 |
| Part 5 General Conditions                      | Page 57 |
| Part 6 Claims Conditions                       | Page 59 |

## **Part 1    Certificate Administration**

### **CA1.1    Preamble**

This is to certify that in accordance with the authorisation granted under the Contract to the undersigned by HDI Global Specialty SE and Great Lakes Insurance SE (whom are hereinafter referred to as **We** and or **Us** and or **Our**) and in consideration of the premium specified herein **We** are hereby bound each for **Our** own part and not for another **Our** Executors and Administrators to insure in accordance with the terms and conditions contained herein or endorsed hereon

**We** hereby agree to the extent and in the manner hereinafter provided to indemnify **You** against loss or damage sustained or legal liability for accidents happening during the Period of Insurance stated in the Schedule after such loss damage or liability are proved provided always that

(a)        **Our** liability shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on **Our** behalf

(b)        this Certificate insures in respect only of such of the sections hereof as are so specified in the Schedule

The policy to which this Certificate relates satisfies the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Jersey the Island of Guernsey and the Island of Alderney or to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies

This Certificate (and the Schedule which forms an integral part of the Certificate) is a legal contract Please examine it thoroughly to ensure it meets your requirements If it does not please advise Your Broker Intermediary or Agent who arranged this Certificate immediately

This Certificate is made and accepted subject to all the provisions conditions warranties and exclusions set forth herein attached or endorsed all of which are to be considered

**We** would remind **You** that **You** are required to inform us immediately of any facts or changes that **We** would take into account in **Our** assessment or acceptance of this insurance Failure to do so may invalidate Your Certificate or result in certain covers not operating fully If **You** are in any doubt as to whether a fact is material or not please contact Your Broker Intermediary or Agent who arranged this Certificate

### **CA1.2    Scope of Cover**

This Certificate applies in respect of **Your** activities anywhere in the world but only in respect of **Business** conducted by **Your** companies specified in the Schedule provided the overseas work has been declared to us

### **CA1.3    Certificate Jurisdiction**

Unless endorsed to the contrary the construction interpretation and meaning of the provisions of this Certificate shall be determined in accordance with the law of England and Wales and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the Courts of England and Wales However where **Your** registered office or principal place of **Business** is situated in Scotland Northern Ireland Jersey Guernsey or the Isle of Man the law of that territory shall apply

Any legal references within this Certificate shall include any analogous legal provision in the jurisdiction where the Premises or any of **Your** work sites are situated provided that such jurisdiction falls within the territorial scope of the Certificate

### **CA1.4    Conditions Precedent**

These are conditions with which **You** must comply and failure to do so will invalidate **Your** right to indemnity under this Certificate

### **CA1.5 Termination**

If **You** wish to terminate the cover provided by this Certificate at any time after cover has commenced **You** should return all documents to **Your** Broker Intermediary or Agent who arranged this Certificate. If there has been an insured event claim or circumstance (whether reported to **Us** or not) **We** shall be under no obligation to make any return of premium. In all other circumstances **You** shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the insurance.

**We** may at any time cancel this Certificate (or any Section thereof) by giving 30 days notice by email to **You** at **Your** last known email address and in such event **You** shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the insurance.

Where the premium is paid by **You** by means of a premium installment facility it is a condition precedent to **Our** liability that each installment shall be paid when due. Otherwise all benefit under this Certificate shall be forfeited and this Certificate shall be cancelled from the date when any unpaid installment was due and **You** shall surrender forthwith to **Us** any effective Certificate of Insurance whereupon **We** will credit to **You** a pro rata premium for the unexpired part of the Period of Insurance provided that no Claims or Circumstances have been reported to **Us** since the inception of such Period of Insurance.

**We** reserve the right to terminate this Certificate immediately in the event of non-payment of the premium or default under any installment scheme or linked credit transaction.

No refund will be made to **You** of any installment paid.

Full details of minimum section premiums may be obtained in writing from **Us**.

### **CA1.6 Third Parties**

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

### **CA1.7 The Right to Cancel Cover**

If this cover does not meet **Your** requirements **You** should return all documentation to Simply Business within 14 days of receipt whereupon **We** will return any premium paid in full. However if there has been an insured event claim or Circumstance (whether reported to **Us** or not) **We** shall be under no obligation to make any return of such premium.

### **CA1.8 How to Make a claim**

Claims must be made in accordance with the claims notification provisions in Part 6 of this Certificate. In the first instance **You** should contact Simply Business quoting the Certificate number as specified in the Schedule.

### **CA1.9 Who Is Your Insurer?**

As set out in the Preamble above **Your** Insurers are HDI Global Specialty SE, whose UK Branch office address is 10 Fenchurch Street, London EC3N 3BE and Great Lakes Insurance SE, whose UK branch office address is Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ and is arranged under a binding authority from the Insurers by Simply Business, whose registered office address is 6th Floor, 99 Gresham Street, London, EC2V 7NG.

HDI Global Specialty SE is a German insurance company with its headquarters at Roderbruchstraße 26, 30655, Hannover, Germany. UK Branch office: 10 Fenchurch Street, London EC3N 3BE United Kingdom.

HDI Global Specialty SE - UK, is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) and subject to limited regulation by the Financial Conduct Authority (FCA). Details about the extent of our regulation by the BaFin and the FCA are available from us on request.

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

Simply Business is authorised and regulated by the Financial Conduct Authority. FRN 313348. This can be checked on the Financial Services Register at <https://register.fca.org.uk/> or by calling them on 0800 111 6768.

### **CA1.10 Complaints and Enquiries**

**We** are dedicated to providing the highest possible level of customer satisfaction in all areas of **Our** business. If for any reason **You** have a query or feel that the service **You** receive has fallen below those standards **You** should report this to **Us** at once. All complaints will be handled promptly and a policy of open communication will be adopted.

Any enquiry or complaint should be addressed in the first instance to

Simply Business Complaints Team  
Suite 401, Sol House  
29 St Katherine's Street  
Northampton NN1 2QZ

T: 0333 014 6683

E: [customerservices@simplybusiness.co.uk](mailto:customerservices@simplybusiness.co.uk)

If we are unable to respond to your complaint within 8 weeks or if you remain dissatisfied, you may be able to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel 0300 123 9123 or 0800 023 4567 / Fax 020 7964 1001 / email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Whilst We are bound by the decision of the Financial Ombudsman Service, You are not. Following the complaints procedure does not affect Your right to take legal action.

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS), should HDI Global Specialty SE and Great Lakes Insurance SE be unable to meet their liabilities under this Document of Insurance. This depends on the type of business and the circumstances of the claim

For compulsory classes of insurance the advising and arranging of insurance is covered for 100% of the claim For other classes of insurance the advising and arranging of insurance is covered for 100% of the first GBP 2,000 of a claim and 90% of the remainder of the claim There is no upper limit in either case

Further information about the compensation scheme is available from the FSCS The contact details are

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London EC3A 7QU

Telephone Number 0800 678 1100 or 020 7741 4100.  
E-mail address [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Website address <http://www.fscs.org.uk>

HDI Global Specialty SE are subject to limited regulation by the Financial Conduct Authority. Great Lakes Insurance SE are subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority whose addresses are

The Financial Conduct Authority  
25 The North Colonnade  
Canary Wharf London  
E14 5HS

The Prudential Regulation Authority  
Bank of England  
Threadneedle Street  
London  
EC2R 8AH

## **Part 2 Certificate Cover – General Definitions**

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Certificate unless We state otherwise

Any additional definitions will be listed in the Section to which they apply

A defined word or phrase will be printed in bold each time it appears in this Certificate except for headings and titles

### **GD1.1 Application**

The application or proposal form or written risk presentation with subsequent Statement of Fact including all supporting information submitted to Us by You or on Your behalf and based upon which We have underwritten the cover provided under this Certificate

### **GD1.2 Asbestos**

- (a) Crocidolite amosite chrysolite fibrous actinolite fibrous anthophyllite fibrous tremolite or any mixture containing these materials
- (b) Asbestos Dust
- (c) Asbestos Containing Materials

### **GD1.3 Asbestos Dust**

Fibres or particles of Asbestos

### **GD 1.4 Asbestos Containing Materials**

Any material containing Asbestos or Asbestos Dust

### **GD1.5 Bodily Injury**

Death bodily injury illness disease or mental injury

### **GD1.6 Business**

Activities directly connected with the business specified in the Schedule

### **GD1.7 Circumstance**

An incident occurrence fact matter act error omission or event which could reasonably be foreseen to give rise to a claim

### **GD1.8 Computer System**

Computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

### **GD1.9 Computer Virus**

Any computer program including but not limited to any file virus boot sector virus macro virus hostile applet trojan horse program Java virus ActiveX virus or other executable program which contains instructions to initiate an event on the infected computer causing modification of or Damage to such computer data memory or data media

### **GD1.10 Damage**

Accidental loss destruction or damage

### **GD1.11 Data**

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

### **GD1.12 Defined Territories**

Within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

### **GD1.13 Employee**

Any person who is or was at the time of any Circumstance or claim under a contract of service or apprenticeship with You whilst working under Your direct control and supervision in the conduct of Your Business

### **GD1.14 Endorsement**

An alteration to the terms of this Certificate as specified in the Schedule

#### **GD1.15 Excess**

The amount shown in Your Certificate or the Schedule or any Endorsement which You must bear for each and every claim and which You shall reimburse to Us immediately upon request

Any Excess will be deducted after the application of all other terms and conditions of the Certificate including Average (Underinsurance)

Any Excess will be deducted at each separate location

#### **GD1.16 Failure of a Computer System**

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a Computer System whether or not owned by You to operate at any time as desired as specified or as required in the circumstances of Your Business activities

#### **GD1.17 Fungal Pathogens**

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould mildew mycotoxins spores or any biogenic aerosols

#### **GD1.18 Government Action**

The action taken by the government as a direct consequence of War or Terrorism whether or not resulting from the adoption of emergency powers

#### **GD1.19 use of Heat Producing Equipment away from the Premises**

We will not provide indemnity in respect of the use of any

- 1 electric oxy-acetylene or similar welding or cutting equipment
- 2 cutting and grinding equipment using abrasive disks or wheels
- 3 blow lamp blow torch hot air gun or hot air stripper
- 4 asphalt bitumen tar or pitch heater
- 5 thermal lance

other than on premises owned hired or rented by You unless such activities are explicitly included within the Business and or noted on the Schedule

#### **GD1.20 High Risk Work**

Work at or in respect of the following

- (a) power stations or nuclear establishments
- (b) oil gas or chemical refineries bulk storage facilities or production premises
- (c) aircraft
- (d) watercraft
- (e) railways or airports
- (f) underground or underwater locations piling work or water diversion
- (g) the use of explosives
- (h) the construction of or work on towers steeples chimney shafts blast furnaces viaducts bridges docks tunnels dams or reservoirs
- (i) the erection or repair of buildings or structures which exceed 10 metres in height
- (j) excavation work which exceeds 1 metre in depth

#### **GD1.21 Indemnity Period**

The period during which the Business results are affected due to the Damage beginning with the date of the Damage and ending not later than the Maximum Indemnity Period

#### **GD1.22 Insured Person**

You Your directors principals or Employees as stated in the Schedule

#### **GD1.23 Maximum Indemnity Period**

The number of months following **Damage** stated in the **Schedule** unless amended in any **Additional Contingency**

#### **GD1.24 Microchip**

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

#### **GD1.25 Period of Insurance**

The period from the effective date of this Certificate until the expiry date of this Certificate as specified in the **Schedule**

#### **GD1.26 Pollutants**

Any electronic solid liquid gaseous or thermal irritant or contaminant including but not limited to electromagnetic fields noise radio-waves smoke vapour water-borne disease soot fumes acids alkalis chemicals and waste **Waste** includes material to be recycled reconditioned or reclaimed

This Definition shall not include **Asbestos**

#### **GD1.27 Pollution**

- (a) Damage to buildings or other structures or of water or land or the atmosphere caused by **Pollutants**
- (b) Consequent pollution seepage or contamination caused by contributed to or arising from **Pollutants**
- (c) **Bodily Injury** directly or indirectly caused by **Pollutants**

#### **GD1.28 Premises**

The premises or location stated in the **Application** and specified in the **Schedule** including third party sites from which **Your Business** is undertake.

#### **GD1.29 Products**

Any commodity article or thing computer software or firmware (including its container packaging label and instructions for use) which is

- (a) manufactured sold supplied processed altered or treated
- (b) repaired serviced tested or maintained
- (c) installed commissioned constructed or erected

by **You** or on **Your** behalf and which is no longer in **Your** custody or control

#### **GD1.30 Property Insured**

The **Property Insured** as described in the **Schedule** used by **You** at the **Premises** for the purpose of the **Business**

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

#### **GD1.31 Schedule**

The document which specifies details of **You** the **Premises** the **Covers** insured and any **Excess Endorsements** and the **Period of Insurance** applicable to this Certificate

#### **GD1.32 Series of Claims**

A number of **Claims** (whether made by the same or different claimants and whether falling under one or more insuring clauses of the Certificate) that arise directly or indirectly from one source or originating cause

#### **GD1.33 Terrorism**

Any act anywhere in the world including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- (a) influence or overthrow Her Majesty's government in the United Kingdom any other government de jure or de facto or any international governmental organisation or
- (b) put the public or any section of the public in fear

#### **GD1.34 War**

War invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power

**GD1.35 We/Us/Our**

HDI Global Specialty SE and Great Lakes Insurance SE

**GD1.36 You/Your/Yourself/CertificateHolder**

- (a) The person company partnership unincorporated association or trading style specified in the **Schedule** as the Certificate Holder
- (b) Any person who is or was **Your** partner director principal or **Employee** but only in respect of their employment with **You**
- (c) Any internet website or email identity adopted by the person company partnership or unincorporated association specified in the **Schedule**
- (d) Any office-bearer or member of a social or sporting club or welfare organisation formed by **You** or with **Your** consent but only in respect of claims arising from duties connected with the activities of such club or organisation
- (e) Any Executor or Administrator of any person referred to in (c) above but only in respect of **Your** employment of such person
- (f) Any client with whom **You** have entered into a contract for or including the supply of **Products** or services as far as is necessary to meet the requirements of such contract but only in respect of **Your** liability arising out of the performance of such contract by **You**
- (g) Any person company partnership appointed by you as a sub-contractor whilst acting on behalf of the business provided that they have been declared to **US**



## **Part 3    Property Damage Section**

### **PD1.0       Definitions**

The following definitions will apply in addition to Part 2 General Definitions to this Section of the Certificate only

#### **PD1.1    Buildings**

Buildings described in the **Schedule** and including

- (a) landlords' fixtures and fittings
- (b) outbuildings extensions annexes canopies fixed signs gangways conveniences lamp posts and street furniture
- (c) walls gates and fences
- (d) drains sewers piping ducting cables wires and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of Your responsibility
- (e) yards car parks roads pavements forecourts all constructed of solid materials

#### **PD1.2    Capital Additions**

The following property situated on any land occupied or used by **You** in connection with the **Business**

- (a) any newly erected or newly acquired **Building** or
- (b) alterations additions and improvements to **Buildings** but not in respect of any appreciation in value

#### **PD1.3    Contents**

Contents business equipment machinery plant and equipment in or on **Your Premises** or held by **You** in trust for which **You** are responsible including

- (a) improvements alterations and decorations made by **You** as a tenant
- (b) so far as they are not otherwise insured **Employees'** directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding GBP500 in respect of any one person
- (c) contents of outbuildings or in open yards

but excluding

- (d) fixtures and fittings owned by Your landlord
- (e) **Stock** and materials in trade
- (f) money and stamps (including National Insurance stamps) in excess of GBP500
- (g) documents manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
- (h) computer systems records except for an amount not exceeding GBP1000 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
- (i) any expense in connection with the production of the information to be recorded in documents manuscripts business books or computer systems records
- (j) vehicles licensed for road use including accessories thereon

#### **PD1.4    Declared Value**

**Your** assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with PD2.18 Reinstatement at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (a) the additional cost of reinstatement to comply with European Union Legislation Act of Parliament or Bye-Laws of any public authority
- (b) professional fees
- (c) debris removal costs

#### **PD1.5 Defined Contingencies**

- 1 fire
- 2 lightning
- 3 explosion
- 4 aircraft or other aerial devices or articles droppedtherefrom
- 5 riot civil commotion strikers locked-out workers persons taking part in labour disturbances
- 6 the actions of malicious persons (otherthantheives)
- 7 earthquake
- 8 storm
- 9 flood
- 10 escape of water from any tank apparatusorpipe
- 11 impact by any mechanically propelled vehicle or by goods falling therefrom or animals
- 12 theft or attemptedtheft

#### **PD 1.6 Intruder Alarm System**

An electrical installation to detect and indicate the presence entry or attempted entry of an intruder into Protected Premises

#### **PD1.7 Keyholder**

You or any person or keyholding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to the Premises

#### **PD1.8 Protected Premises**

The Premises or those portions of the Premises protected by the Intruder Alarm System

#### **PD1.9 Reinstatement**

- (a) the rebuilding or replacement of property lost or destroyed which provided Our liability is not increased may be carried out in any manner suitable to Our requirements upon anothersite
- (b) the repair or restoration of property which has suffered Damage in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition whennew

#### **PD1.10 Responsible Person**

You or any person authorised by You to be responsible for the security of the Premises

#### **PD1.11 Rent Payable**

Following Damage to Buildings We will pay You the amount of rent which continues to be payable by You in respect of the Building or portions of the Building whilst unfit for occupation due to the Damage for a period not exceeding the Maximum Indemnity Period

If at the time of the Damage the Sum Insured is less than the rent paid or payable by You during the twelve months immediately before the date of the Damage (proportionately adjusted where the Maximum Indemnity Period differs from twelve months) You shall be

- (a) responsible for the differenceand
- (b) liable to pay a proportionate share of the loss

#### **PD1.12 Rent Receivable**

Following **Damage to Buildings** We will pay **You**

- (a) the amount by which the rent receivable by **You** during the **Maximum Indemnity Period** shall due to the **Damage** fall short of the rent which would have been received during the period had the **Damage** not occurred
- (b) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the shortfall in rent which but for that expenditure would have taken place during the **Maximum Indemnity Period** due to the **Damage** but not exceeding the amount of loss of rent thereby avoided

less any savings in respect of expenditure payable out of rent receivable which reduces or ceases in consequence of the **Damage**

In determining the amount of rent receivable adjustments shall be made as necessary to provide for any trends variations or other circumstances occurring either before or after the **Damage** so that the amount of rent receivable adjusted thereby shall represent as nearly as reasonably practicable the rent which but for the **Damage** would have been obtained during the relative period after the **Damage**

If following **Damage** the amount of rent receivable is maintained by the provision of alternative accommodation by **You** such rent shall be taken into account in calculating the amount payable

If at the time of the **Damage** the **Sum Insured** is less than the rent received or receivable by **You** during the twelve months immediately before the date of the **Damage** (proportionately adjusted where the **Maximum Indemnity Period** differs from twelve months) **You** shall be

- (c) responsible for the difference and
- (d) liable to pay a proportionate share of the loss

#### **PD1.13 Stock**

- (a) Stock and materials in trade or property held by **You** in trust for which **You** are responsible in or on **Your Premises**

- (b)
  - (i) customers' goods
  - (ii) goods for which **Your** customers are legally responsible

while these goods are temporarily in **Your** custody or control and for which **You** have accepted responsibility but only to the extent they are not more specifically insured elsewhere

#### **PD1.14 Sum Insured**

The amount specified in the **Schedule** which is the maximum amount We will pay **You** in respect of **Damage** to each specified item of **Property Insured**

Except where more specifically insured the **Sum Insured** for each item of **Property Insured** other than **Stock** shall include the costs of

- (a) architects, surveyors, consulting engineers, legal and other fees necessarily and reasonably incurred in the reinstatement of the **Property Insured** consequent upon its **Damage** but not for preparing any claim provided that the liability for such **Damage** and fees shall together not exceed the **Sum Insured**
- (b) removal of debris
- (c) dismantling, demolishing, shoring up or propping of the parts of the **Property Insured** which have suffered **Damage**

#### **PD1.15 Unoccupied**

When the **Premises** are not going to be occupied for a period of 30 consecutive days or more

## **PD2.0      The Cover**

### **PD2.1    Property Damage**

In the event of the **Property Insured** suffering **Damage** during the **Period of Insurance** We will at **Our** discretion

- (a) in respect of **Buildings and Contents** (other than motor vehicles directors' partners' and **Employees'** personal effects)
  - (i) pay **You** the value of the **Property Insured** at the time of its **Damage** or
  - (ii) pay **You** the cost of making good the **Damage** or
  - (iii) reinstate or replace the **Property Insured** or any part of it
- (b) in respect of **Stock** and other **Property Insured** pay **You** the value of the **Property Insured** at the time of its destruction of the amount of **Damage**

provided that **Our** liability under this Section will not exceed

- (c) the total **Sum Insured** or in respect of any item its **Sum Insured** or any other limit of liability stated in the **Schedule** at the time of the **Damage**
- (d) the **Sum Insured** remaining after deduction for any other **Damage** occurring during the same **Period of Insurance** unless any such **Sum Insured** (or limit) is reinstated in accordance with clause PD2.2 Automatic Reinstatement of **Sum Insured**

### **PD2.2    Automatic Reinstatement of Sum Insured**

The **Sums Insured** stated in the **Schedule** will not be reduced by the amount of any claim unless **We** or **You** give notice to the contrary provided that

- (a) **You** pay **Us** the additional premium **We** require to reinstate the **Sum Insured**
- (b) **You** effect such additions to or variations in the protections of the **Property Insured** that **We** may require within the timescale specified by **Us** or anyone working for **Us**

### **PD2.3    Contract Price**

Where goods have been sold but not delivered for which **You** are responsible under a contract of sale and following **Damage** insured hereby such contract is cancelled **We** will pay **You** the contract price of the goods

### **PD2.4    Capital Additions**

**We** will pay **You** the for **Damage** to **Capital Additions** in so far as not otherwise insured

Provided that **Our** maximum liability shall not exceed 15% of the total **Building Sum Insured** by this Section or GBP250000 whichever is less

**You** shall provide **Us** with particulars of such additions as soon as possible and in any event after not more than 60 days and to pay the pro rata additional premium from the date of inception

For the purpose of Condition PD4.2 Average (Underinsurance) such additions will be added to the **Sum Insured**

### **PD2.5    Contracting Purchasers**

If at the time of **Damage** **You** have contracted to sell **Your** interest in any **Building** and the purchase has not have been completed the purchaser shall upon completion be entitled to benefit under this Section without prejudice to **Our** or **Your** rights and liabilities

Provided that

- (a) the **Building** is not otherwise insured against such **Damage**
- (b) **Our** maximum liability shall not exceed the **Sum Insured** for the **Building**

**PD2.6 Fire Extinguishment Expenses**

We will pay for the costs and expenses incurred in refilling recharging or replacing any of the following as a result of **Damage** as covered by this Section

- (a) fire extinguishing appliances
- (b) fire suppression systems
- (c) sprinkler installation heads or tanks where water costs are metered

However We will not pay for costs and expenses

- (d) recoverable from the appliance or system maintenance company or fire service
- (e) in respect of equipment which has not been maintained in accordance with the manufacturers instructions

The maximum We will pay in respect of any one claim under this clause is GBP1000

**PD2.7 Fire Brigade Damage**

We will pay for the costs and expenses necessarily and reasonably incurred in reinstating or repairing landscape gardens and grounds following **Damage** caused by Fire Brigade equipment or personnel in the course of combating fire

The maximum We will pay in respect of any one claim under this clause is GBP2500 or 10% of the **Sum Insured** whichever is the less

**PD2.8 Loss of Metered Water**

We will pay for the additional water charges caused by accidental loss of metered water from pipes or apparatus provided that

- (a) meters are to be checked at least once a month
- (b) a record of meter reading is to be maintained
- (c) any unusual fluctuations in meter readings to be reported immediately to the Water Authority

The maximum We will pay in respect of any one claim under this clause is GBP2500 or 10% of the **Sum Insured** whichever is the less

**PD2.9 Changing Locks**

Where **Damage** by theft is not excluded in its entirety We will pay You the reasonable expenses not exceeding GBP500 incurred for the necessary replacement of locks following the loss of keys to the **Premises** or any safe or strongroom therein caused by theft from the **Premises** or from Your private residence or that of an authorised **Employee**

**PD2.10 Removal of Debris**

In addition to the **Sum Insured** for each item other than **Stock** We will pay the costs and expenses You incur with Our consent for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

However We will not pay You in respect of costs and expenses

- (d) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it
- (e) arising from **Pollution or Contamination** of property not insured under this Section
- (f) more specifically insured

**PD2.11 Temporary Removal**

We will pay for **Damage** to the **Property Insured** (other than **Stock** Documents and Computer Systems Records) whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom within the **Defined Territories** provided that

- (a) Our liability under this extension in respect of each item for **Damage** occurring elsewhere than at the **Premises** shall not exceed 10% of the **Sum Insured** for such item or GBP 250000 whichever is the less
- (b) this Cover shall not apply to property in so far as it is otherwise insured

#### **PD2.12 Temporary Removal – Documents and Computer System Records**

We will pay for

- (a) deeds and other documents manuscripts plans and writings of every description and books (but excluding computer system records) up to 10% of the total value of such property
- (b) computer system records up to GBP1000

whilst temporarily removed to premises within the Territorial Limits not in Your occupation

#### **PD2.13 Trace and Access**

We will pay reasonable costs and expenses incurred with Our consent in

- (a) locating the actual source of Damage and
- (b) any repairs directly arising from (a)

caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation provided such Damage is covered by this section

The maximum We will pay under this Cover is GBP2500 or 10% of the Sum Insured (whichever is the less) in any one Period of Insurance

#### **PD2.14 Contractors**

Contractors are allowed to work in the Building for the purposes of effecting any repairs minor additions and alterations or decorations without prejudice to the cover provided by this Section

#### **PD2.15 Theft Damage to Buildings**

We will pay for Damage to Buildings by

- (a) theft or attempted theft involving entry to or exit from buildings by forcible and violent means or
- (b) theft involving violence or threat of violence to You Your partners directors or Employees

#### **PD2.16 European Union & Public Authorities**

Following Damage to any item on Buildings We will pay the additional cost of reinstating the Property Insured necessary to comply with any European Union Legislation Act of Parliament or Bye-Laws of any Public Authority

However We will not pay for

- (a) costs incurred
  - (i) in respect of Damage not covered by this Section
  - (ii) where notice was served on You before the Damage occurred
  - (iii) where an existing requirement must be completed within a stipulated period
  - (iv) in respect of Property Insured or parts of the Property Insured (other than foundations) which have not suffered Damage
- (b) any charge or assessment arising from capital appreciation following compliance with this legislation

It is a condition precedent to Our liability under this clause that the reinstatement of the Property Insured

- (c) must begin and be carried out as quickly as possible in order to mitigate further loss
- (d) may be carried out on another site and in a manner suitable to Your needs where this does not increase Our liability

If Our liability under this Section is reduced by the application of any terms or conditions of this Certificate Our liability under this Clause will be similarly reduced

The maximum We will pay under this Clause in respect of any one item is

- (e) 15% of the item Sum Insured or
- (f) where the Sum Insured applies to property at more than one premises 15% of the amount We would have been liable to pay if the Property Insured by the item at the Premises where Damage occurred had been completely destroyed

### **PD2.17 Reinstatement**

In respect of **Buildings** and **Contents** We will pay **You** the cost of **Reinstatement** of the **Damage** to the **Property Insured**

However

- (a) The maximum amount We will pay for the partial **Damage** to the **Property Insured** shall not exceed the amount which would have been payable had the **Property Insured** been totally destroyed
- (b) We will not make any payment beyond the amount which would have been payable in the absence of this Clause
  - (i) unless reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of reinstatement shall have been actually incurred
  - (iii) if the **Property Insured** at the time of its loss destruction or damage shall be insured by any other insurance effected by or on **Your** behalf which is not upon the same basis of reinstatement
- (c) All the terms and conditions of this Certificate shall apply
  - (i) in respect of any claim payable under the provisions of this Clause except in so far as they are varied hereby
  - (ii) where claims are payable as if this Clause had not been included

### **PD2.18 Non-Invalidation**

The cover hereby shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to **You** or beyond **Your** control provided that immediately **You** become aware thereof **You** shall give notice to **Us** and pay an additional premium if required

## **PD3.0 Additional Covers**

The following Additional Covers only apply if stated in the **Schedule**

### **PD3.1 Glass**

In the event of accidental breakage of fixed glass for which **You** are responsible We will pay for

- (a) replacement of such glass with glass of a similar quality or as otherwise recommended by the British Standard Code of Practice BS6262
- (b) temporary boarding up necessarily incurred through breakage of the glass
- (c) damage to frames and framework of any description and the cost of removing or replacing any **Stock** or **Contents** which may have to be removed to replace the glass up to a limit of GBP500

We will not pay for

- (d) the cost of silvering embossing lettering bending or ornamenting glass in excess of GBP500 for any one claim
- (e) breakage of glass which was already cracked or scratched
- (f) breakage damage or loss resulting from repairs or alterations to the **Premises** or whilst the **Premises** are vacant or **Unoccupied**
- (g) breakage damage or loss caused by fire lightning explosion or earthquake

### **PD3.2 Subsidence**

We will pay for **Damage** at the **Premises** caused by subsidence or ground heave of the site of the **Property Insured** or landslip

We will only pay for **Damage** to

- (a) forecourts car parks roads driveways footpaths swimming pools terraces or patios and
- (b) walls gates hedges or fences
- if
- (c) such property is specifically insured by this Section and
- (d) **Damage** also occurs to the building to which such property applies

We will not pay **You** for **Damage** caused by

- (e) collapse cracking shrinking or settlement of any building
- (f) coastal or river erosion
- (g) defective design or inadequate construction of foundations
- (h) demolition structural alteration or repair
- (i) settlement or movement of made up ground
- (j) movement of solid floors slabs

However We will pay You for Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of the Premises at the same time

We will not pay for Damage commencing prior to the granting of cover under this insurance

## **PD4.0 Conditions**

### **PD4.1 Construction Heating and Occupation**

It is a condition precedent to Our liability that unless otherwise stated in the Schedule the Buildings are

- (a) built of brick stone or concrete and roofed with slates tiles concrete metal or asbestos
- (b) heated by
  - (i) low pressure hot water or steam
  - (ii) oil fired space heaters fed from a fuel tank in the open
  - (iii) overhead gas or electrical appliances
  - (iv) gas or electric fires in offices only
- (c) occupied for the sole purpose of the Business and otherwise only as a private dwelling

### **PD4.2 Average (Underinsurance)**

If at the time of Damage the Sum Insured is less than the total value of the Property Insured You shall be

- (a) responsible for the difference and
- (b) liable to pay a proportionate share of the loss

### **PD4.3 Fire Break Doors and Shutters Fire Extinguishing Appliances**

It is a condition precedent to Our liability that You

- (a) maintain all firebreak doors and shutters within Your custody or control in efficient working order and to keep them free from obstruction at all times
- (b) close all firebreak doors and shutters outside of Business hours
- (c) have fire extinguishing appliances serviced and maintained under an annual service contract with suppliers approved by the manufacturers of such appliances

### **PD4.4 Unoccupied Buildings**

It is a condition precedent to Our liability that You notify Us when any Building becomes Unoccupied or when an Unoccupied Building or portion thereof becomes occupied and pay any additional premium required by Us and We reserve the right to amend or exclude the cover provided

### **PD4.5 Other Interests**

Third parties may have a legal interest in part of the Property Insured by this Certificate and You undertake to declare the names nature and extent of any interest of any such parties at the time of the Damage

### **PD4.6 Automatic Sprinkler and Fire Alarm Installations**



It is a condition precedent to **Our** liability that if

- (a) a reduced premium rate is allowed due to such installation or
- (b) such an installation if required by **Us** as a condition of cover or
- (c) this Certificate covers **Damage** by the accidental escape of water from a sprinkler installation

**You** shall

- (d) take all reasonable steps to
  - (i) prevent frost and other damage to the installations and in so far as it is **Your** responsibility
  - (ii) maintain the installations (including the automatic external alarm signal) in effective working order
  - (iii) maintain ready access to the water supply control facilities
- (e) notify **Us** in writing of any proposed changes repairs or alterations to the installations and obtain **Our** written agreement prior to the work being carried out other than in respect of emergency repairs the details of which must be advised to **Us** in writing on the next working day
- (f) allow **Us** access to the **Premises** at all reasonable times for the purpose of inspecting the installations
- (g) carry out the routine tests laid down by **Us** and remedy promptly any defect revealed by a test

In the event that alterations or repairs become necessary to the automatic sprinkler installation **We** may at **Our** option suspend any cover for **Damage** by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by **Us** Notice of any such action will be given by **Us** in writing

## ***PD5.0 Additional Conditions***

The following Additional Conditions only apply if stated in the **Schedule**

### **PD5.1 Intruder Alarm System**

For the purpose of this Additional Condition only the following definitions apply

#### **PD5.1.1 Definitions**

- (a) Intruder Alarm System

An electrical installation to detect and indicate the presence entry or attempted entry of an intruder into **Protected Premises**

- (b) Protected Premises

The **Premises** or those portions of the **Premises** protected by the **Intruder Alarm System**

- (c) Responsible Person

**You** or any person authorised by **You** to be responsible for the security of the **Premises**

- (d) Keyholder

**You** or any person or keyholding company authorised by **You** who must be available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System** attend and allow access to the **Premises**

#### **PD5.1.2 Conditions**

It is a condition precedent to **Our** liability that

- (a) while the **Premises** are unattended they are protected by an **Intruder Alarm System** and means of communication used to transmit signals from such an **Intruder Alarm System** designed installed and maintained as agreed by **Us** and as stated in the **Schedule**
- (b) the **Premises** are not be left without at least one **Responsible Person** in attendance
  - (i) unless the **Intruder Alarm System** is set in its entirety with all means of communication used to transmit signals in full operation or
  - (ii) if the police have withdrawn their response to alarm calls
 unless **We** give prior agreement to **You** in writing

- (c) in the event of notification of any activation of the **Intruder Alarm System** or interruption of any of the means of communication during any period that the **Intruder Alarm System** is set a **Keyholder** attends the **Premises** as soon as reasonably possible in order to confirm the security of the **Premises** and reset the **Intruder Alarm System** in its entirety. If the **Intruder Alarm System** cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation a **Keyholder** must remain at the **Premises** unless **We** give prior agreement to **You** in writing.
- (d) **You** advise **Us** as soon as possible and in any event not later than 1000 hours on **Our** next working day (**Our** working days being Monday to Friday inclusive)
- (i) that police attendance in response to alarm signals/calls from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
  - (ii) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
  - (iii) that the **Intruder Alarm System** and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order
- and **You** comply with any of **Our** subsequent requirements
- (e) no alteration or substitution of
- (i) any part of the **Intruder Alarm System**
  - (ii) the structure of the **Premises** or changes to the layout of the **Premises** which would affect the effectiveness of the **Intruder Alarm System**
  - (iii) the means of communication used to transmit signals from the **Intruder Alarm System**
  - (iv) the procedures agreed with **Us** for police or any other response to any activation of the **Intruder Alarm System**
  - (v) the maintenance contract
- be made unless **We** give prior agreement to **You** in writing
- (f) **You** and each **Keyholder** maintain secrecy of codes and security of keys and setting or unsetting devices for the operation of the **Intruder Alarm System**. All keys and other setting or unsetting devices for the **Intruder Alarm System** must be removed from the **Premises** when they are left unattended
- (g) the **Intruder Alarm System** be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company as agreed by **Us**
- (h) **You** appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the **Intruder Alarm System** and with the police if they so require

#### PD5.2 Minimum Security

It is a condition precedent to **Our** liability that

- (a) final exit doors are secured as follows
- (i) timber doors by mortice deadlocks having 5 or more levers or conforming to BS3621 with matching boxed striking plate
  - (ii) aluminium doors by cylinder mortice lock operating a swinging lock bolt
  - (iii) PVCu doors by key operated multi-point locking devices having three or more locking points
  - (iv) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- and when the **Premises** are closed for **Business** all locks fitted to final exit doors are put into effect
- (b) all other external doors and internal doors leading to common areas or other premises are secured by
- (i) the means set out in (a) or
  - (ii) key operated security bolts fitted top and bottom
- (c) all opening windows or rooflights accessible from the ground or via roofs pipework or other structures are secured by key operated locking devices or screwed permanently shut

However any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements

#### PD5.3 Additional Security Requirements

It is a condition precedent to Our liability that

- (a) additional protection required by Us as specified in the **Schedule** shall be fitted in accordance with Our requirements and together with all other devices for the protection of the **Property Insured** shall be kept in good order and put into full and effective operation whenever the **Premises** are closed for **Business** to customers or callers or are unattended
- (b) all keys including duplicate keys relative to the security of the **Premises** or to any safe or strongroom containing **Property Insured** shall be removed from the **Premises** whenever they are closed for **Business** or left unattended

## **PD6.0 Exclusions**

We will not pay for

### **PD6.1 Damage caused by or consisting of**

- (a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
- (b) faulty or defective workmanship operational error or omission on the part of **You** or any of **Your Employees**
- (c) the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control other than a boiler used for domestic purposes only

but this shall not exclude such subsequent **Damage** which itself results from a cause not otherwise excluded

### **PD6.2 Damage caused by or consisting of**

- (a) corrosion rust wet or dry rot mould shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insect
- (b) change in temperature colour flavour texture or finish
- (c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
- (d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

- (i) such **Damage** not otherwise excluded which itself results from a **Defined Contingency** or from any other accidental loss destruction or damage
- (ii) subsequent **Damage** which itself results from a cause not otherwise excluded

### **PD6.3 Damage caused by or arising directly from theft or attempted theft**

- (a) not involving
  - (i) breaking into or out of the **Buildings** of the **Premises** by forcible and violent means or
  - (ii) robbery or attempted robbery committed in the **Premises**
- (b) to that part of the **Buildings** of the **Premises** not occupied by **You**
- (c) to property on or in any garden yard open place or open sided **Building** nor any outbuilding unless specified in the **Schedule**
- (d) by any person lawfully on the **Premises**
- (e) of the fabric of the **Buildings**
- (f) of money cheques stamps (including National Insurance stamps) bonds credit cards or securities of any description
- (g) of jewellery precious stones precious metals bullion furs curiosities works of art or rare books

but this shall not exclude

- (i) such **Damage** not otherwise excluded which itself results from a **Defined Contingency** or from any other accidental loss destruction or damage
- (ii) subsequent **Damage** which itself results from a cause not otherwise excluded

### **PD6.4 Damage caused by Pollution or Contamination but this shall not exclude destruction of or damage to the Property Insured not otherwise excluded caused by**

- (a) **Pollution or Contamination** which itself results from a **Defined Contingency**
- (b) a **Defined Contingency** which itself results from **Pollution or Contamination**
- (c) sudden identifiable unintended and unexpected **Pollution or Contamination** which itself results from all other **Damage**
- (d) all other **Damage** which itself results from sudden identifiable unintended and unexpected **Pollution or Contamination**

However the maximum amount that **We** will pay in respect of (c) and (d) in any one **Period of Insurance** is GBP25000

**PD6.5** **Damage** caused by or consisting of subsidence or ground heave of any part of the site on which the property stands or landslip unless specified in the **Schedule**

**PD6.6** **Damage** caused by or consisting of or arising directly or indirectly from disappearance unexplained or inventory shortage misfiling or misplacing of information

**PD6.7** **Damage** to a **Building** or structure caused by its own collapse or cracking unless resulting from a **Defined Contingency** in so far as it is not otherwise excluded

**PD6.8** **Damage** in respect of

- (a) movable property in the open fences and gates caused by wind rain hail sleet snow flood or dust
- (b) property in transit other than whilst at the **Premises** other than in respect of the cover provided by PD2.12 Temporary Removal and PD2.13 Temporary Removal - Documents and Computer System Records

**PD6.9** **Damage to Property Insured**

- (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- (b) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair other than by fire or explosion

**PD6.10** **Damage** caused by

- (a) freezing
- (b) escape of water from any tank apparatus or pipe
- (c) malicious persons not acting on behalf of or in connection with any political organisation

in respect of any building which is empty or not in use for more than thirty consecutive days other than by fire or explosion

**PD6.11** Unless specifically mentioned as insured and unless **Damage** is caused by a **Defined Contingency** in so far as it is not otherwise excluded

- (a) vehicles licensed for road use (including accessories thereon) caravans trailers whilst attached to the vehicle railway locomotives rolling stock water craft or aircraft
- (b) piers jetties bridges culverts or excavations
- (c) livestock growing crops or trees

**PD6.12** **Damage** to property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than such damage caused by

- (a) a **Defined Contingency**
- (b) theft or attempted theft involving entry to or exit from buildings by forcible and violent means or
- (c) theft involving violence or threat of violence to **You** **Your** partners directors or **Employees**

in so far as such **Damage** **Defined Contingency** theft or attempted theft is not otherwise excluded

**PD6.13** Property which at the time of the happening of **Damage** is insured by or would but for the existence of this Certificate be insured by any marine Policy or Certificate except in respect of any excess beyond the amount which would have been payable under the marine Policy or Certificate had this insurance not been effected

**PD6.14** Any loss or destruction of or damage to land

**PD6.15** Any property more specifically insured by **You** or on **Your** behalf

**PD6.16** Consequential loss of any kind or description except loss of rent when such loss is included in the cover under this Section

## ***PD7.0 Additional Claims Conditions***

### **PD7.1 Subrogation Waiver**

In the event of a claim arising under this Certificate **We** agree to waive any rights remedies or relief to which **We** might become entitled by subrogation against

- (a) any Company whose relationship to **You** is either a parent to subsidiary or subsidiary to parent
- (b) any Company which is a subsidiary of a parent company of which **You** are a subsidiary

As defined in or within the meanings of the relevant Companies Act or Companies (N.I.) Order current at the time of the **Damage**

## **Part 3    Business Interruption Section**

### **Gross Profit**

#### **GP1.0                      Definitions**

The following definitions will apply in addition to Part 2 General Definitions to this Section of the Certificate only

##### **GP1.1    Annual Turnover**

The Turnover during the 12 months immediately before the date of the Damage

##### **GP1.2    Consequential Loss**

Loss resulting from interruption of or interference with the Business carried on by You at the Premises as a result of Damage to the Property Insured during the Indemnity Period

##### **GP1.3    Customers Accounts**

Your accounts for all customers who trade with You on a credit or hire purchase basis

##### **GP1.4    Gross Profit**

The combined value of the Turnover closing stock and work in progress less the combined value of opening stock and work in progress and Uninsured Working Expenses

The values of opening and closing stocks and work in progress will

- (a) be calculated using Your usual accounting methods
- (b) make due provision for depreciation

The Sum Insured for which is stated in the Schedule

##### **GP1.5    Outstanding Debit Balances**

The total amount outstanding in customers accounts as set out in Your accounts adjusted for

- (a) bad debts
- (b) any abnormal condition of trade which had or could have had a material effect on the Business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have applied at the date of the Damage

##### **GP1.6    Rate of Gross Profit**

Gross Profit earned on and expressed as a percentage of Turnover during the financial year immediately before the date of the Damage

##### **GP1.7    Standard Turnover**

The Turnover during the period in the 12 months immediately before the date of the Damage which most closely corresponds with the Indemnity Period

Rate of Gross Profit Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which

- (a) affect the Business before or after the Damage
- (b) would have affected the Business had the Damage not occurred

The adjusted figures will represent as near as possible the results which would have been achieved during the same period had the Damage not occurred

##### **GP1.8    Sum Insured**

The amount or limit specified in the Schedule which is the maximum We will pay You in respect of Consequential Loss to each specified item

Except where more specifically insured the Sum Insured includes

- (a) any money paid or payable to You during the Indemnity Period for goods sold or services provided away from the Premises
- (b) Your auditors and professional accountants reasonable charges for producing information We require for investigating any Claim and confirming the information is in accordance with Your business books

##### **GP1.9    Turnover**

Money paid or payable to You for

- (a) goods sold and delivered
- (b) services provided

In the course of the Business at the Premises

#### **GP1.10 Uninsured Working Expenses**

- (a) Purchases less any discounts received
- (b) Discounts allowed
- (c) Any additional Uninsured Working Expenses stated in the Schedule

The words and expressions used in this definition will have the same meaning usually attached to them in Your books and accounts

## **GP2.0 The Cover**

### **GP2.1 Business Interruption**

In the event of Consequential Loss We will pay You in respect of each item in the Schedule the amount of loss resulting from such Consequential Loss provided that at the time of the Consequential Loss there was an insurance in force covering Your interest in the property which has suffered Damage at the Premises against such Damage and that

- (a) payment has been made or liability admitted therefor
- (b) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

provided that Our liability under this Section will not exceed

- (c) the total Sum Insured or in respect of any item its Sum Insured or any other limit of liability stated in the Schedule at the time of the Consequential Loss
- (d) the Sum Insured remaining after deduction for any other Consequential Loss occurring during the same Period of Insurance unless any such Sum Insured is reinstated in accordance with clause GP2.2 Automatic Reinstatement of Sum Insured

### **GP2.2 Automatic Reinstatement of Sum Insured**

The Sums Insured stated in the Schedule will not be reduced by the amount of any Claim unless We or You give notice to the contrary provided that

- (a) You pay Us the additional premium We require to reinstate the Sum Insured
- (b) You effect such additions to or variations in the protections of the Property Insured that We may require within the timescale specified by Us or anyone working for Us

### **GP2.3 Value Added Tax**

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax

### **GP2.4 Cost Accounting**

Any adjustment made for current cost accounting will be ignored

## **GP3.0 Additional Covers**

The following Additional Covers only apply to this Section if stated in the **Schedule** and **Our Liability** under each Additional Cover for any one occurrence will not exceed

- (a) the amount or
- (b) the percentage of the Sum Insured (or 133.3% of the Estimated Amount)

stated in the **Schedule** as the Limit

### **GP3.1 Consequential Loss**

Consequential Loss as insured by this Section is extended to include **Damage**

- (a) at the undernoted premises or situations or
- (b) to the undernoted property

by any Additional Cover detailed below and stated in the **Schedule** as applying to such situations or property which results in interruption or interference with the **Business**

#### **GP3.1.2 Contract Sites**

Any situation within the Defined Territories where **You** are carrying out a contract

#### **GP3.1.3 Prevention of Access**

Property in the vicinity of the Premises which hinders or prevents access to the Premises

### **GP3.2 Additional Increase in Cost of Working**

We will pay the additional expenditure incurred due to **Damage** to maintain the **Business** during the **Indemnity Period** which exceeds the amount recoverable under Increase in the cost of working as insured within the Specification to this Section and detailed within the Basis of Settlement therein

### **GP3.3 Subsidence**

We will pay **You** for Consequential Loss caused by subsidence ground heave or landslip if such subsidence ground heave or landslip is insured under the Property Damage Section of this Certificate

### **GP3.4 Public Emergency**

We will pay **You** for Consequential Loss resulting from interruption to or interference with the **Business** due to prevention of access to the Premises by the Police Authority by reason of danger or a disturbance in the vicinity of the Premises

### **GP3.5 Full Failure of Utilities**

We will pay **You** for Consequential Loss resulting from interruption or interference with the **Business** as a result of the accidental failure of **Your** supply of utilities noted below if specified on the **Schedule** at the terminal ends of **Your** suppliers feed to the Premises other than

- (a) caused by the deliberate act of any supply authority or the exercise of their power to withdraw or restrict supplies or services or industrial action
- (b) outside the Defined Territories
- (c) lasting less than
  - (i) 6 consecutive hours in respect of GP3.5.1 Electricity Gas or Water
  - (ii) 24 consecutive hours in respect of GP3.5.2 Telecommunications
- (d) caused by drought atmospheric or other weather conditions unless equipment has suffered **Damage**
- (e) for GP3.5.2 Telecommunications the failure of any satellite to transmit



### **GF3.6 BookDebts**

In the event of **Damage** to **Your** books of accounts or other business books or records at the **Premises** during the **Period of Insurance** and **You** in consequence **You** are unable to trace or establish the **Outstanding Debit Balances** in whole or in part due to **You** We will pay to **You** the amount of loss

We will not pay more than

- (a) the total **Sum Insured** stated in the **Schedule** at the time of the **Damage**
- (b) the **Sum Insured** remaining after deduction for any other **Damage** during the same **Period of Insurance** unless We have agreed to reinstate any such **Sum Insured**

### **GF3.6.1 Basis of Settlement**

The following **Basis of Settlement** applies to this **Additional Cover** and not as detailed elsewhere within this **Section**

Our payment to you is limited to the loss sustained by **You** in respect of **Outstanding Debit Balances** directly due to the **Damage** and the amount payable in respect of any one occurrence of **Damage** shall not exceed

- a) the difference between
  - (i) **Outstanding Debit Balances** and
  - (ii) the total of the amounts received or traced in respect thereof
- (b) the additional expenditure incurred with Our prior consent in tracing and establishing customers' debit balances after the **Damage**

### **GF3.6.2 Alteration Condition**

We will not pay **You** if

- (a) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued
- (b) **Your** interest ceases other than by **Your** death

Unless We agree otherwise in writing

## **GP4.0 Basis of Settlement**

### **GP4.1 Gross Profit**

We will pay for **Consequential Loss** due to

- (a) **Reduction in Turnover**  
The sum produced by applying the **Rate of Gross Profit** to the amount by which the **Standard Turnover** exceeds the **Turnover** during the **Indemnity Period** due to the **Damage**
- (b) **Increase in the cost of working**  
Any additional expenses **You** necessarily and reasonably incur solely to prevent or limit a reduction in **Turnover** during the **Indemnity Period** which but for such additional expenses would have taken place due to the **Damage**  
We will not pay more than the amount produced by applying the **Rate of Gross Profit** to the reduction in **Turnover** avoided by the expenditure

Less any savings during the **Indemnity Period** in business charges or expenses payable out of **Gross Profit** which reduce or cease due to the **Damage**

### **GP4.2 Average (Underinsurance)**

If at the time of the **Damage** the **Sum Insured** is less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** (proportionately adjusted where the **Maximum Indemnity Period** differs from twelve months) **You** shall be

- (a) responsible for the difference and
- (b) liable to pay a proportionate share of the loss

## **GP5.0**

## **Exclusions**

We will not pay for

### **GP5.1** Consequential Loss or Increase in Cost of Working caused by

- (a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
- (b) faulty or defective workmanship operational error or omission on the part of **You** or any of **Your Employees**
- (c) the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control other than any boiler or economiser on the **Premises** or a boiler used for domestic purposes only

but We will pay for subsequent Consequential Loss or Increase in Cost of Working which itself results from a cause not otherwise excluded

### **GP5.2** Consequential Loss or Increase in Cost of Working caused by

- (a) corrosion rust wet or dry rot mould shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insect
- (b) change in temperature colour flavour texture or finish
- (c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
- (d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (e) Consequential Loss or Increase in Cost of Working caused by the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services

but We will pay for

- (f) such Consequential Loss or Increase in Cost of Working not otherwise excluded which itself results from a **Defined Contingency** or from any other accidental loss destruction or damage
- (g) subsequent Consequential Loss or Increase in Cost of Working which itself results from a cause not otherwise excluded

### **GP5.3** Consequential Loss or Increase in Cost of Working arising directly from theft or attempted theft

- (a) not involving
  - (i) breaking into or out of the **Buildings** of the **Premises** by forcible and violent means or
  - (ii) robbery or attempted robbery committed in the **Premises**
- (b) to that part of the **Buildings** of the **Premises** not occupied by **You**
- (c) to property on or in any garden yard open place or open sided **Building** nor any outbuilding unless specified in the **Schedule**
- (d) by any person lawfully on the **Premises**
- (e) of the fabric of the **Buildings**

### **GP5.4** Consequential Loss or Increase in Cost of Working resulting from **Pollution or Contamination** other than as a result of destruction of or damage to property used by **You** at the **Premises** for the purpose of the **Business** being not otherwise excluded but caused by

- (a) **Pollution or Contamination** at the **Premises** which itself results from a **Defined Contingency**
- (b) a **Defined Contingency** hereby insured against which itself results from **Pollution or Contamination**
- (c) sudden identifiable unintended and unexpected **Pollution or Contamination** at the **Premises** which itself results from all other **Damage**
- (d) all other **Damage** which itself results from sudden identifiable unintended and unexpected **Pollution or Contamination**

subject to a total limit of liability in respect of 4 (b) (c) and (d) in any one **Period of Insurance** of GBP25000

### **GP5.5** Consequential Loss or Increase in Cost of Working caused by subsidence or ground heave of any part of the site on which the property stands or landslip unless specified in the **Schedule**

### **GP5.6** Consequential Loss or Increase in Cost of Working caused by acts of fraud or dishonesty but this shall not exclude such Consequential Loss or Increase in Cost of Working if resulting from a cause which is not otherwise excluded

**GP5.7** Consequential Loss or Increase in Cost of Working arising directly or indirectly from

- (a) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (b) erasure loss distortion or corruption of information on computer systems or other records programmes or software caused deliberately by persons participating in a riot strikers locked-out workers persons taking part in labour disturbances or civil commotion or malicious persons
- (c) other erasure loss distortion or corruption of information on computer systems or other records programmes or software unless resulting from a **Defined Contingency** in so far as it is not otherwise excluded

**GP5.8** Consequential Loss resulting from destruction of or damage to a **Building** or structure used by **You** at the **Premises** caused by its own collapse or cracking unless resulting from a **Defined Contingency** in so far as it is not otherwise excluded

**GP5.9** Consequential Loss or Increase in Cost of Working in respect of

- (a) movable property in the open fences and gates caused by wind rain hail sleet snow flood or dust
- (b) property in transit other than whilst at the **Premises**

**GP5.10** Consequential Loss or Increase in Cost of Working

- (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- (b) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair other than by fire or explosion

**GP5.11** Consequential Loss or Increase in Cost of Working caused by

- (a) freezing
- (b) escape of water from any tank apparatus or pipe
- (c) malicious persons not acting on behalf of or in connection with any political organisation

in respect of any building which is empty or not in use for more than thirty consecutive days other than by fire or explosion

**GP5.12** Unless specifically mentioned as insured under the Property Damage Section Consequential Loss or Increase in Costs of Working caused by

- (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock water craft or aircraft
- (b) piers jetties bridges culverts or excavations
- (c) livestock growing crops or trees

**GP5.13** Consequential Loss in respect of property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than such damage or in respect of such **Consequential Loss** caused by

- (a) a **Defined Contingency**
- (b) theft or attempted theft involving breaking into or out of the **Buildings** of the **Premises** by forcible and violent means
- (c) robbery or attempted robbery committed in the **Premises**  
in so far as it is not otherwise excluded

**GP5.14** Consequential Loss or Increase in Cost of Working caused by loss or destruction of or damage to land

## **Part 3    *Business Interruption*Section               *Increase in Cost of Working***

### **IC1.0        *Definitions***

The following definitions will apply in addition to Part 2 General Definitions to this Section of the Certificate only

#### **IC1.1    Consequential Loss**

Loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** as a result of **Damage** to the **Property Insured** during the **Indemnity Period**

#### **IC1.2    Customers Accounts**

Your accounts for all customers who trade with **You** on a credit or hire purchase basis

#### **IC1.3    Maximum Limit**

The **Sum Insured** divided by the number of separate **Buildings** at the **Premises**

If a special limit stated in the **Schedule** applies to one or more **Buildings** the **Maximum Limit** for the **Buildings** will be calculated by applying the **Percentage Limit** shown against each **Building** to the **Sum Insured**

The remainder of the **Sum Insured** will be divided equally between the other **Buildings** to produce the **Maximum Limit** for each

#### **IC1.4    Outstanding Debit Balances**

The total amount outstanding in customers accounts as set out in **Your** accounts adjusted for

- (a)        bad debts
- (b)        any abnormal condition of trade which had or could have had a material effect on the **Business** so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have applied at the date of the **Damage**

#### **IC1.5    Remainder Limit**

The **Maximum Limit** less any sum paid or payable for loss during the first three months of the **Indemnity Period**

#### **IC1.6    Remainder Period**

The **Maximum Indemnity Period** less three months

#### **IC1.7    Sum Insured**

The amount or limit specified in the **Schedule** which is the maximum **We** will pay **You** in respect of **Consequential Loss** to each specified item

Except where more specifically insured the **Sum Insured** includes

- (a)        any money paid or payable to **You** during the **Indemnity Period** for goods sold or services provided away from the **Premises**
- (b)        **Your** auditors and professional accountants reasonable charges for producing information **We** require for investigating any **Claim** and confirming the information is in accordance with **Your** business books

## **IC2.0      *The Cover***

### **IC2.1      Business Interruption**

In the event of Consequential Loss We will pay You in respect of each item in the Schedule the amount of loss resulting from such Consequential Loss provided that at the time of the Consequential Loss there was an insurance in force covering Your interest in the property suffering Damage at the Premises against such Damage and that

- (a) payment has been made or liability admitted therefor
- (b) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount  
provided that Our liability under this Section will not exceed
- (c) the total Sum Insured or in respect of any item its Sum Insured or any other limit of liability stated in the Schedule at the time of the Consequential Loss
- (d) the Sum Insured remaining after deduction for any other Consequential Loss occurring during the same Period of Insurance unless any such Sum Insured is reinstated in accordance with clause IC2.2 Automatic Reinstatement of Sum Insured

### **IC2.2      Automatic Reinstatement of Sum Insured**

The Sums Insured stated in the Schedule will not be reduced by the amount of any Claim unless We or You give notice to the contrary provided that

- (a) You pay Us the additional premium We require to reinstate the Sum Insured
- (b) You effect such additions to or variations in the protections of the Property Insured that We may require within the timescale specified by Us or anyone working for Us

### **IC2.3      Value Added Tax**

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax

### **IC2.4      Cost Accounting**

Any adjustment made for current cost accounting will be ignored

## **IC3.0      *Additional Covers***

The following Additional Covers only apply to this Section if stated in the Schedule and Our Liability under each Additional Cover for any one occurrence will not exceed

- (a) the amount or
- (d) the percentage of the Sum Insured (or 133.3% of the Estimated Amount)

stated in the Schedule as the Limit

### **IC3.1      Consequential Loss**

Consequential Loss as insured by this Section is extended to include Damage

- (a) at the undernoted premises or situations or
- (b) to the undernoted property

by any Additional Cover detailed below and stated in the Schedule as applying to such situations or property which results in interruption or interference with the Business

Your property while in transit by road rail or inland waterway within the Defined Territories

#### **IC3.1.7      Contract Sites**

Any situation within the Defined Territories where You are carrying out a contract

### **IC3.2 Additional Increase in Cost of Working**

We will pay the additional expenditure incurred due to **Damage** to maintain the **Business** during the **Indemnity Period** which exceeds the amount recoverable under Increase in the cost of working as insured within the Specification to this Section and detailed within the Basis of Settlement therein

### **IC3.3 Subsidence**

We will pay **You** for **Consequential Loss** caused by subsidence ground heave or landslip if such subsidence ground heave or landslip is insured under the Property Damage Section of this Certificate

### **IC3.4 Public Emergency**

We will pay **You** for **Consequential Loss** resulting from interruption to or interference with the **Business** due to prevention of access to the **Premises** by the Police Authority by reason of danger or a disturbance in the vicinity of the **Premises**

### **IC3.5 Full Failure of Utilities**

We will pay **You** for **Consequential Loss** resulting from interruption or interference with the **Business** as a result of the accidental failure of **Your** supply of utilities noted below if specified on the **Schedule** at the terminal ends of **Your** suppliers feed to the **Premises** other than

- (a) caused by the deliberate act of any supply authority or the exercise of their power to withdraw or restrict supplies or services or industrial action
- (b) outside the **Defined Territories**
- (c) lasting less than
  - (ii) 6 consecutive hours in respect of IC3.5.1 Electricity Gas or Water
  - (ii) 24 consecutive hours in respect of IC3.5.2 Telecommunications
- (d) caused by drought atmospheric or other weather conditions unless equipment has suffered **Damage**
- (e) for IC3.5.2 Telecommunications the failure of any satellite to transmit

#### **IC3.5.1 Electricity Gas and Water**

#### **IC3.5.2 Telecommunications**

### **GF3.6 Book Debts**

In the event of **Damage** to **Your** books of accounts or other business books or records at the **Premises** during the **Period of Insurance** and **You** in consequence **You** are unable to trace or establish the **Outstanding Debit Balances** in whole or in part due to **You** We will pay to **You** the amount of loss

We will not pay more than

- (a) the total **Sum Insured** stated in the **Schedule** at the time of the **Damage**
- (b) the **Sum Insured** remaining after deduction for any other **Damage** during the same **Period of Insurance** unless **We** have agreed to reinstate any such **Sum Insured**

#### **GF3.6.1 Basis of Settlement**

The following Basis of Settlement applies to this Additional Cover and not as detailed elsewhere within this Section

Our payment to you is limited to the loss sustained by **You** in respect of **Outstanding Debit Balances** directly due to the **Damage** and the amount payable in respect of any one occurrence of **Damage** shall not exceed

- (a) the difference between
  - (i) **Outstanding Debit Balances** and
  - (ii) the total of the amounts received or traced in respect thereof
- (b) the additional expenditure incurred with **Our** prior consent in tracing and establishing customers' debit balances after the **Damage**

### **GF3.6.2 Alteration Condition**

We will not pay You if

- (a) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- (b) Your interest ceases other than by Your death

Unless We agree otherwise in writing

## **IC4.0 Basis of Settlement**

We will pay Your additional expenditure which has been reasonably and necessarily incurred as a result of the Damage to continue the Business during the Indemnity Period

The maximum We will pay will not exceed

- (a) during the first three months of the Indemnity Period twenty five percent of the Maximum Limit
- (b) for each subsequent month of the Indemnity Period the proportion of the Remainder Limit which one month bears to
  - (i) the Remainder Period or
  - (ii) nine months whichever is longer

The maximum amount We will pay for any one Building is the Maximum Limit

- (c) the reduction in Turnover avoided by the additional expenditure

## **IC5.0 Exclusions**

We will not pay for

### **IC5.1 Consequential Loss or Increase in Cost of Working caused by**

- (a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
- (b) faulty or defective workmanship operational error or omission on the part of You or any of Your Employees
- (c) the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under Your control other than any boiler or economiser on the Premises or a boiler used for domestic purposes only

but We will pay for subsequent Consequential Loss or Increase in Cost of Working which itself results from a cause not otherwise excluded

### **IC5.2 Consequential Loss or Increase in Cost of Working caused by**

- (a) corrosion rust wet or dry rot mould shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insect
- (b) change in temperature colour flavour texture or finish
- (c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
- (d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (e) Consequential Loss or Increase in Cost of Working caused by the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services

but We will pay for

- (f) such Consequential Loss or Increase in Cost of Working not otherwise excluded which itself results from a Defined Peril or from any other accidental loss destruction or damage
- (g) subsequent Consequential Loss or Increase in Cost of Working which itself results from a cause not otherwise excluded

**IC5.3** Consequential Loss or Increase in Cost of Working arising directly from theft or attempted theft

- (a) not involving
  - (i) breaking into or out of the **Buildings** of the **Premises** by forcible and violent means or
  - (ii) robbery or attempted robbery committed in the **Premises**
- (b) to that part of the **Buildings** of the **Premises** not occupied by **You**
- (c) to property on or in any garden yard open place or open sided **Building** nor any outbuilding unless specified in the **Schedule**
- (d) by any person lawfully on the **Premises**
- (e) of the fabric of the **Buildings**

**IC5.4** Consequential Loss or Increase in Cost of Working resulting from **Pollution or Contamination** other than as a result of destruction of or damage to property used by **You** at the **Premises** for the purpose of the **Business** being not otherwise excluded but caused by

- (a) **Pollution or Contamination** at the **Premises** which itself results from a **Defined Peril**
  - (b) a **Defined Peril** hereby insured against which itself results from **Pollution or Contamination**
  - (c) sudden identifiable unintended and unexpected **Pollution or Contamination** at the **Premises** which itself results from all other **Damage**
  - (d) all other **Damage** which itself results from sudden identifiable unintended and unexpected **Pollution or Contamination**
- subject to a total limit of liability in respect of 4 (b) (c) and (d) in any one **Period of Insurance** of GBP25000

**IC5.5** Consequential Loss or Increase in Cost of Working caused by subsidence or ground heave of any part of the site on which the property stands or landslip unless specified in the **Schedule**

**IC5.6** Consequential Loss or Increase in Cost of Working caused by acts of fraud or dishonesty but this shall not exclude such **Consequential Loss or Increase in Cost of Working** if resulting from a cause which is not otherwise excluded

**IC5.7** Consequential Loss or Increase in Cost of Working arising directly or indirectly from

- (a) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (b) erasure loss distortion or corruption of information on computer systems or other records programmes or software caused deliberately by persons participating in a riot strikers locked-out workers persons taking part in labour disturbances or civil commotion or malicious persons
- (c) other erasure loss distortion or corruption of information on computer systems or other records programmes or software unless resulting from a **Defined Peril** in so far as it is not otherwise excluded

**IC5.8** Consequential Loss resulting from destruction of or damage to a **Building** or structure used by **You** at the **Premises** caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded

**IC5.9** Consequential Loss or Increase in Cost of Working in respect of

- (a) movable property in the open fences and gates caused by wind rain hail sleet snow flood or dust
- (b) property in transit other than whilst at the **Premises**

**IC5.10** Consequential Loss or Increase in Cost of Working

- (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- (b) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair other than by fire or explosion

**IC5.11** Consequential Loss or Increase in Cost of Working caused by

- (a) freezing
- (b) escape of water from any tank apparatus or pipe
- (e) malicious persons not acting on behalf of or in connection with any political organisation

in respect of any building which is empty or not in use for more than thirty consecutive days other than by fire or explosion



**IC5.12** Unless specifically mentioned as insured under the Property Damage Section **Consequential Loss** or Increase in Costs of Working caused by

- (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock water craft or aircraft
- (b) piers jetties bridges culverts or excavations
- (c) livestock growing crops or trees

**IC5.13** **Consequential Loss** in respect of property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than such damage or in respect of such **Consequential Loss** caused by

- (a) a **Defined Peril**
- (b) theft or attempted theft involving breaking into or out of the **Buildings** of the **Premises** by forcible and violent means
- (c) robbery or attempted robbery committed in the **Premises**

in so far as it is not otherwise excluded

**IC5.14** **Consequential Loss** or Increase in Cost of Working caused by loss or destruction of or damage to land

## **Part 3    Terrorism Section**

### **TR1.0    Definitions**

The following definitions will apply in addition to Part 2 General Definitions to this Section of the Certificate only

#### **TR1.1    Act of Terrorism**

The following definition shall apply in place of that in Part 2 General Definitions to this Section of the Certificate only

**Damage** occasioned by or happening through or in consequence of an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

#### **TR1.2    Denial of Service Attack**

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems including the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

#### **TR1.3    Hacking**

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether Your property or not

#### **TR1.4    Nuclear Installation**

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State by statutory instrument being an installation designed or adapted for

- (a) the production or use of atomic energy or
- (b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or
- (c) the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

#### **TR1.5    Nuclear Reactor**

Any plant machinery equipment or appliance designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

#### **TR1.6    Private Individual**

Any person other than a

- (a) Trustee or body of Trustees where insurance is arranged under the terms of a trust
- (b) person who owns Residential Property for the purpose of their business as a sole trader

**Private Individual** shall include two or more persons where insurance is arranged in their several names and/or the title of the Certificate holder includes the name of a financial institution for the purpose of noting their interest in the **Property Insured**

#### **TR1.7    Residential Property**

Houses blocks of flats and other dwellings including household contents and personal possessions

#### **TR1.8    Sum Insured**

The amount specified in the **Schedule** which is the maximum amount We will pay You in respect of **Damage** to each specified item of **Property Insured**

#### **TR1.9    Virus or Similar Mechanism**

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether or not involving self-replication and including trojan horses worms and logic bombs

## **TR2.0      The Cover**

Notwithstanding any provisions to the contrary within this Certificate We will pay You for all losses arising from **Damage to Property Insured** and resulting **Consequential Loss** insured under this Certificate directly caused by an Act of Terrorism occurring during the **Period of Insurance** at the **Premises** but only in England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channellands

The maximum We will pay under this Section in any one **Period of Insurance** will not exceed the limit of liability or **Sum Insured** for each Section of this Certificate

In any action suit or other proceedings where We allege that any loss or damage is not covered by this Section the burden of proving that such loss or damage is covered shall be upon You

## **TR3.0      Exclusions**

No exclusions apply to this Section other than those detailed below

We will not pay You for

- (a) any loss whatsoever or any expenditure resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from
  - (i) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - (ii) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
  - (ii) chemical biological or radiological irritants contaminants or pollutants in respect only of **Residential Property** insured in the name of a **Private Individual**
  - (iv) riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
  - (v) **Damage to any Nuclear Installation or Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation or Nuclear Reactor**
- (b) any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
  - (i) **Damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack**
  - (ii) **Consequential Loss** directly or indirectly caused by or arising from **Virus or Similar Mechanism or Hacking or Denial of Service Attack**
- (c) more than the sums insured or limits stated in the **Schedule** for all losses arising out of any one occurrence and in total in any one **Period of Insurance**

## **TR4.0      Special Condition**

Any terms in this Certificate which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance** do not apply this Section

## **Part 3                      Goods in Transit Section**

### **GT1.0                      Definitions**

The following definitions will apply in addition to Part 2 General Definitions to this Section of the Certificate only

#### **GT1.1      In Transit**

Being carried from the time the **Property** is lifted to the time it is unloaded at its destination including

- (a) loading and unloading
- (b) the use of recognised roll-on roll-off vehicle ferries provided no unloading or re-loading of the **Vehicle** is involved
- (c) whilst temporarily housed on or off the **Vehicle** in the course of the said carriage but excluding any dismantling installation erection or testing

#### **GT1.2      Personal Effects**

Personal belongings of **Your** drivers or attendants excluding money credit cards radios cassette players televisions or jewellery

#### **GT1.3      Property**

Goods belonging to **You** or for which **You** are responsible all pertaining to the **Business**

#### **GT1.4      Unattended Vehicle**

A **Vehicle** having been left with no one in charge keeping it under observation and able to observe any attempt to interfere with it with a prospect of preventing any unauthorised interference

#### **GT1.5      Vehicle**

A mechanically driven conveyance including trailers whether attached or temporarily detached from the **Vehicle** during the course of the transit

#### **GT1.6      Working Hours**

The whole period during which the **Vehicle** is being operated by its driver

### **GT2.0                      The Cover**

We will pay **You** or at **Our** option repair reinstate or replace for

- (a) **Damage to**
  - (i) **Property** whilst in or on any road **Vehicle** operated by **You** or hauliers or by parcel post or by rail
  - (ii) tarpaulin sheets and ropes whilst being carried on any road **Vehicle** operated by **You**
  - (iii) **Personal Effects** up to GBP250 in total for any one event whilst in any **Vehicle** operated by **You**
- (b) expenses reasonably incurred with **Our** agreement in
  - (i) the transfer of **Property** to another **Vehicle** and the delivery to the original destination or return to the place of despatch necessitated by fire collision or overturning of any road **Vehicle** operated by **You**
  - (ii) the reloading on to any road **Vehicle** operated by **You** of any **Property** which has fallen from such **Vehicle**
  - (iii) the removal of debris and site clearance consequent upon the destruction of damage to **Property**
  - (iv) breaking up or dismantling the property
- (c) sue and labour costs falling to be paid by **You**

whilst in transit within the **Defined Territories**

### **GT3.0      *Condition***

#### **GT3.1    Average (Underinsurance)**

If the value of the **Property** contained in any one **Vehicle** or container at the time of **Damage** exceeds the Limit stated in the **Schedule** shall be

- (a) responsible for the difference and
- (b) liable to pay a proportionate share of the loss

### **GT4.0      *Exclusions***

We will not pay You for

- (a) **Damage** in respect of or arising out of
  - (i) depreciation delay inadequate documentation consequential loss
  - (ii) wear and tear breakdown of refrigeration defective packing mildew vermin contamination
  - (iii) the carriage of explosives or other dangerous goods as defined in the Road Haulage Association Conditions of Carriage
  - (iv) the carriage of livestock gold or silver articles precious metals or stones jewellery watches furs wines spirits tobacco cigars and cigarettes audio or video equipment non-ferrous metals and scrap money bonds securities or computers unless stated in the **Schedule**
  - (v) a soft topped open topped open sided or curtain sided vehicle or trailer caused by theft or attempted theft (unless the **Vehicle** or trailer is stolen at the same time) or storm
- (b) **Damage** from any **Unattended Vehicle** unless every window door roof and windscreen are closed securely locked and properly fastened
- (c) **Damage** from any **Unattended Vehicle** outside **Working Hours** unless such **Vehicle** is garaged in a securely locked building or a compound which has secure walls or fences and securely locked gates
- (d) containers trailers or demountable vans or the like
- (e) any consequence of riot strike or civil commotion occurring outside the **Defined Territories** confiscation nationalisation requisition destruction or damage by any government or local authority
- (f) **Damage** unless the **Property** has been adequately packed for the journey
- (g) inventory shortages or mysterious or unexplained disappearances
- (h) the dishonesty of any person to whom the **Property** has been entrusted

## **Part 3    Liability Section**

### **LI1.0        Definitions**

The following definitions will apply to all covers provided under this Section of the Certificate only in addition to or in place of those definitions in Part 2 General Definitions

#### **LI1.1    Abuse**

- (a) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- (b) acts of forcing sexual activity rape molestation or
- (c) repeated or continuing contemptuous coarse or insulting words or behaviours

#### **LI1.2    Business**

The following definition will apply in place of that specified in Part 2 General Definitions to this Section of the Certificate only

- (a) activities directly connected with the business described in the **Application Form** and specified in the **Schedule**
- (b) ownership use and upkeep of **Your** premises
- (c) upkeep of vehicles and plant owned and used by **You**
- (d) canteen social sports educational and welfare organisations provided by **You** for the benefit of any **Employee**
- (e) **Your** first aid fire security and ambulance services
- (f) **Your** participation in exhibitions
- (g) private work by any **Employee** with **Your** prior consent for **You** or for any director partner or **Employee** of **Yours**

#### **LI1.3    Compensation**

Damages including interest awarded by a court in settlement of a claim

#### **LI1.4    Costs and Expenses**

- (a) Fees for **Your** legal representation at
  - (i) any Coroner's Inquest or Fatal Accident Inquiry
  - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (b) Costs and expenses incurred with **Our** written consent
- (c) Any claimant's legal costs for which **You** are legally liable
- (d) Up to GBP300 per day in quantified expenses when any current or former director partner or **Employee** of **Yours** attends court as a witness in connection with a claim for which **You** are entitled to indemnity under this Certificate

in connection with any event which **We** will or may pay for under this Section of the Certificate

#### **LI1.5    Personal Injury**

- (a) Bodily Injury
- (b) Wrongful arrest detention or imprisonment

#### **LI1.6    Property**

Material property but not including **Data**

#### **LI1.7    Territorial Limits**

Anywhere in the world in connection with the **Business** conducted by **You** from premises within the **Defined Territories**  
**We** will not provide indemnity in respect of **Bodily Injury** to any **Employee** engaged by **You** outside the **Defined Territories** for the purpose of work by any such **Employee** outside the **Defined Territories**

### **LI1.8 The Works**

All works completed or to be completed by **You** or on **Your** behalf including

- (a) all materials incorporated or to be incorporated
- (b) plant tools equipment and temporary buildings used or to be used

for the period during which **You** are responsible under contract conditions

## **LI2.0 Employers Liability**

This cover is underwritten on a losses-occurring basis This means that **We** will only handle and settle claims that first occur during the **Period of Insurance** and are notified in accordance with the Claims Conditions in Part 6 of this Certificate and any Additional Claims Conditions specified in this Section

### **LI2.1 The Cover**

We will pay **You** for

- (a) legal liability to pay Compensation and
- (b) Costs and Expenses

in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employee** arising out of and in the course of his employment by **You** in the **Business** within the **Territorial Limits**

### **LI2.2 Limit of Indemnity**

The Limit of Indemnity for Employers Liability is specified as such in the **Schedule** shall apply in respect of any one claim or **Series of Claims** and the **Costs and Expenses** incurred under Cover LI2.1 (b) above shall be included within the Limit of Indemnity

### **LI2.3 Unsatisfied Court Judgments**

We will at **Your** request pay any **Employee** or his personal representative the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for **Bodily Injury** against any company registered in or any individual domiciled in the **Defined Territories** and which remain unpaid six months after the date of such judgment

Payment will only be made where

- (a) the **Bodily Injury** was caused during any **Period of Insurance** to the **Employee** arising out of and in the course of employment by **You** in the **Business**
- (b) the judgment was obtained in a court within the **Defined Territories**
- (c) there is no appeal outstanding against the judgment
- (d) the **Employee** or his personal representative assigns the judgment debt to **Us**

### **LI2.4 Our Right of Recovery**

The cover granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man or the Channel Islands However **You** will repay to **Us** all sums **We** would not have been liable to pay but for the provisions of such law

### **LI2.5 Cross Liabilities**

We will pay each party named as the **Certificate Holder** in the **Schedule** as if a separate Certificate had been issued to each but the total amount payable will not exceed the **Limit of Indemnity** regardless of the number of parties to be paid

### **LI2.6 Exclusion**

The following Exclusion will apply to the Employers Liability Cover provided under this Section of the Certificate only in addition to those Exclusions in Part 4 Certificate Exclusions

We will not pay

### **LI2.7 Motor Vehicles**

any claim arising from **Bodily Injury** sustained by any **Employee** when such person is carried in or upon a vehicle entering or getting on to or alighting from a vehicle where any road traffic legislation requires insurance or security

### **LI3.0      *Public and Products Liability***

This cover is underwritten on a losses-occurring basis This means that We will only handle and settle claims that first occur during the **Period of Insurance** and are notified in accordance with the Claims Conditions in Part 6 of this Certificate

#### **LI3.1      The Cover**

We will pay You

(a)      up to the **Limit of Indemnity** for Your legal liability to pay **Compensation** and

(b)      for Your legal liability to pay **Costs and Expenses**

in respect of accidental

(i)      **Personal Injury**

(ii)      **Damage to Property**

(iii)      obstruction trespass nuisance or interference with any right of way air light or water

which arises in connection with the **Business** and which happens within the **Territorial Limits** during the **Period of Insurance**

#### **LI3.2      Limit of Indemnity**

The Limits of Indemnity for Public Liability and Products Liability specified as such in the **Schedule** shall apply as follows

(a)      In respect of any one event or all events of a series consequent on or attributable to one original cause

(i)      caused by any **Products**

(ii)      for **Pollution**

the **Limit of Indemnity** shall apply in total in respect of all claims arising during any one **Period of Insurance**

(b)      For all other claims under this Cover the **Limit of Indemnity** shall apply in respect of any one claim or **Series of Claims**

#### **LI3.3      Excess**

In respect of each and every event resulting in **Damage to Property** We will not pay the amount of **Compensation Costs and Expenses** specified in the **Schedule** as the **Excess**

#### **LI3.4      Defective Premises**

We will pay You for Your legal liability for accidental **Bodily Injury** or **Damage to Property** arising under

(a)      the Defective Premises Act 1972

(b)      the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of the **Business**

We will not pay for the cost of rectifying any defect or alleged defect in such premises

#### **LI3.5      Cross Liabilities**

We will pay each party named as the **Certificate Holder** in the **Schedule** as if a separate Certificate had been issued to each but the total amount payable will not exceed the **Limit of Indemnity** regardless of the number of parties to be paid

#### **LI3.6      Contractual Liability**

We will pay for Your liability for **Bodily Injury** imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us

However We will not pay for

(a)      Your liability arising from any agreement for or including the performance of work outside the **Defined Territories**

(b)      claims arising from contract work completed by You once this has been handed over to Your employer



### **LI3.7 Employees' and Visitors' Personal Belongings**

We will pay You for Your legal liability for accidental Damage to Employees' and visitors' vehicles and personal Property which are in Your custody or control

We will not pay where such vehicle or personal Property is

- (a) loaned leased hired or rented to You
- (b) stored for a fee or other consideration by You
- (c) in Your custody or control for the purposes of being worked upon

### **LI3.8 Hired or Rented Premises**

We will pay You for Your legal liability for accidental Damage to premises (including fixtures and fittings) within the Defined Territories which are hired rented or loaned to You in connection with the Business

However We will not pay

- (a) the first GBP250 of Compensation Costs and Expenses in respect of such Damage caused other than by fire or explosion
- (b) for liability imposed on You solely by reason of the terms of any hiring or renting agreement
- (c) for Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by You

### **LI3.9 Motor Contingent Liability**

We will pay You for Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (a) not owned by and not loaned leased hired or rented to You nor provided by You and
- (b) being used in connection with the Business in the Defined Territories

However We will not pay

- (c) for Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (d) while the vehicle is being driven by
  - (i) You other than a Person Employed by You
  - (ii) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (e) where indemnity is provided by another Policy or Certificate of insurance

### **LI3.10 Overseas Personal Liability**

We will pay You and at Your request any director partner or Employee of Yours (including any accompanying spouse and dependent children) for Your or their legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside the Defined Territories in connection with the Business

Where You are an individual this cover will also apply to Your personal liability whilst away from Your business premises in connection with the Business but within the Defined Territories

However We will not pay

- (a) where liability arises from
  - (i) any agreement unless liability would have existed otherwise
  - (ii) ownership or occupation of land or buildings
  - (iii) the carrying on of any trade or profession
  - (iv) ownership possession or use of wild animals firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft
- (b) where indemnity is provided by another insurance Policy or Certificate

### **LI3.11 Exclusions**

The following Exclusion will apply to the Public and Products Liability Cover provided under this Section of the Certificate only in addition to those Exclusions in Part 4 Certificate Exclusions

We will not pay for

#### **LI3.12 Employers Liability**

Personal Injury to any Employee arising out of and in the course of his employment by You in the Business

#### **LI3.13 Use of Heat Producing Equipment away from the Premises**

We will not provide indemnity in respect of the use of any

- 1 electric oxy-acetylene or similar welding or cutting equipment
- 2 cutting and grinding equipment using abrasive disks or wheels
- 3 blow lamp blow torch hot air gun or hot air stripper
- 4 asphalt bitumen tar or pitch heater
- 5 thermal lance

other than on premises owned hired or rented by You unless such activities are explicitly included within the Business and or noted on the Schedule

#### **LI 3.14 High Risk Work**

We will not provide indemnity in respect of any work at or in respect of the following

- (k) power stations or nuclear establishments
- (l) oil gas or chemical refineries bulk storage facilities or production premises
- (m) aircraft
- (n) watercraft
- (o) railways or airports
- (p) underground or underwater locations piling work or water diversion
- (q) the use of explosives
- (r) the construction of or work on towers steeples chimney shafts blast furnaces viaducts bridges docks tunnels dams or reservoirs
- (s) the erection or repair of buildings or structures which exceed 10 metres in height
- (t) excavation work which exceeds 1 metre in depth

unless such activities are explicitly included within the Business and or noted on the Schedule

#### **LI3.15 Transport Liability**

Your liability arising from the ownership possession or use by You or on Your behalf of any

- (a) aircraft aerial device or hovercraft
- (b) watercraft exceeding 8 metres in length
- (c) motor vehicle trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
  - (i) where described in LI3.9 Motor Contingent Liability
  - (ii) the loading or unloading of any such vehicle trailer or plant where indemnity is not provided by another insurance Policy or Certificate

### **LI3.16 Property in Your Charge or Under Your Control**

Damage to Property which

- (a) You own or is loaned leased hired or rented to You
- (b) is held in trust by You or in Your custody or control
- (c) is held in trust by or in the custody or control of any other party who is carrying out work on Your behalf other than in the circumstances described in LI3.7 Employees and Visitors Personal Belongings Clause or LI3.8 Hired or Rented Premises
- (d) which requires to be insured under the terms of Clause 21.2.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions

### **LI3.17 Product Recall & Replacement**

- (a) Damage to or the cost incurred by anyone in repairing removing replacing reapplying rectifying or reinstating
  - (i) Products (other than Products under a separate contract)
  - (ii) The Works
- (b) recalling or making refunds in respect of
  - (i) Products supplied or not supplied
  - (ii) The Works

### **LI3.18 Professional Indemnity**

Your liability arising from advice instruction consultancy design formula specification inspection certification or testing performed or provided separately for a fee or under a separate contract

### **LI3.19 Pollution**

Your liability arising from Pollution other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance  
All Pollution which arises out of one incident will be deemed to have happened at the time such incident takes place

### **LI3.20 Contractual Liability**

Liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products

### **LI3.21 Abuse**

Your legal liability arising from Abuse to any person other than an Employee

## ***LI4.0 Legal Expenses arising from Health & Safety Legislation***

### **LI4.1 The Cover**

We will pay You for

- (a) Your legal fees and expenses incurred with Our written consent for defending proceedings including an appeal against prosecution
- (b) costs of prosecution awarded against You

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

### **LI4.2 Limit of Indemnity**

- (a) The Limit of Indemnity specified in the Schedule shall apply in respect of any one claim or Series of Claims
- (b) Where We are liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity specified in the Schedule

### ***LI4.3 Exclusions***

We will not pay

#### **LI4.4 Acts Committed Outside the Period of Insurance**

unless the proceedings relate to an actual or alleged act omission or incident committed during the Period of Insurance within the Defined Territories and in connection with the Business

#### **LI4.5 Deliberate Acts**

for proceedings which result from any deliberate act or omission by You

#### **LI4.7 Court Awards**

compensation ordered or awarded by a court of criminal jurisdiction

#### **LI4.9 Bodily Injury and Property Damage**

where Bodily Injury or loss of or damage to Property has occurred

### ***LI4.5 Additional Condition***

The following Condition will apply to the Legal Expenses arising from Health & Safety Legislation Cover provided under this Section of the Certificate only in addition to those conditions in Part 5 General Conditions

#### **LI4.6 Suspension of Cover**

We may at any reasonable time inspect any property and in the event of any defect or danger being apparent We may by written notice to You suspend all our liability that might otherwise arise from such defect or danger

### ***LI4.7 Additional Claims Condition***

The following Exclusion will apply to the Legal Expenses arising from Health & Safety Legislation Cover provided under this Section of the Certificate only in addition to those Exclusions in Part 4 Certificate Exclusions

#### **LI5.4 Special Provision**

We will pass notification to an independent third party service provider with whom We have an agreement which shall thereafter administer claims settlement on Our behalf

### ***LI5.0 Exclusions***

The following Exclusions shall apply to all covers provided under this Section of the Certificate only in addition to those Exclusions in Part 4 Certificate Exclusions

We will not pay for

#### **LI5.1 Offshore**

Your liability arising from

- (a) Work in or on and travel to from or within
  - (b) the supply of Products to
- any offshore accommodation exploration drilling or production rig or platform or support vessel

#### **LI5.2 Damages Penalties Fines**

- (a) liquidated damages
- (b) penalty clauses
- (c) fines
- (d) aggravated restitutionary punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

## ***Part 3 Professional Indemnity (Miscellaneous) Section***

### ***IT1.0 Definitions***

The following definitions will apply to this Section of the Certificate only in addition to or in place of those definitions in Part 2 General Definitions

#### **IT1.1 Avionics**

Any Product fitted within any aircraft spacecraft or other aerial device and used in connection with the control of flight or maintenance of orbit

#### **IT1.2 Documents**

- (a) Documents whether written printed or reproduced by any other method (excluding any bearer bonds coupons bank or currency notes or other negotiable instruments)
- (b) Electronic Documents

entrusted to or deposited with You in the ordinary course of Your Business and for which You are responsible

#### **IT1.3 Electronic Documents**

Computer records or any document in electronic format

#### **IT1.4 Premises**

The following definition shall apply in place of that in Part 2 General Definitions to this Section of the Certificate only

The premises stated in the **Application** and specified in the **Schedule** and any other premises or work site within the United Kingdom the Channel Islands or the Isle of Man from which You conduct Your Business

#### **IT1.5 Retroactive Date**

The earlier of

- (a) the inception date of the first **Period of Insurance** in which this certificate was effective or
- (b) the retroactive date of the policy or certificate of insurance in force immediately prior to the inception date of the first **Period of Insurance** in which this certificate was effective

#### **IT1.6 Territory**

The Territory specified in the **Schedule**

#### **IT1.7 You/Your/Yourself/Insured**

The following definition shall apply in place of that in Part 2 General Definitions to this Section of the Certificate only

- (a) The person company partnership unincorporated association or trading style specified in the **Schedule** as the Certificate Holder or any predecessor in business of such person company partnership unincorporated association or trading style declared to Us in the **Application**
- (b) any person who is or was your partner director principal or **Employee** but only in respect of their employment with you
- (c) any Executor or Administrator of any person referred to in (a) or (b) above but only in respect of your employment of such person
- (d) any contractor or subcontractor working for you but only in respect of your liability for such contractor or subcontractor
- (e) any office-bearer or member of a social or sporting club or welfare organisation formed by you or with your consent but only in respect of claims arising from duties connected with the activities of such club or organisation
- (f) any internet website or email identity adopted by any person company partnership unincorporated association or trading style specified in the **Schedule** as the Certificate Holder

### ***IT2.0 The Cover***

This cover is underwritten on a claims-made basis This means that We will only handle and settle claims that are first made during the **Period of Insurance** and notified in accordance with the Claims Conditions in Part 6 of this Certificate and any Additional Claims Conditions specified in this Section

#### **IT2.1 Claims Made Against You**

We will pay all sums for which **You** shall become legally liable in respect of any breach of **Your** professional duty that results in a **Circumstance** or claim against **You** for

- (a) economic loss not accompanied by **Bodily Injury** or **Damage** including economic loss arising from a term implied into a contract by virtue of
  - (i) Section 14 of the Sale of Goods Act 1979 (or any super-ceding legislation)
  - (ii) Section 13 of the Supply of Goods and Services Act 1982 (or any super-ceding legislation)
 or any common law or any enactment outside the United Kingdom which has the same legal effect
- (b) (i) accidental **Bodily Injury** and/or **Damage** to physical property not caused by any **Product**
- (ii) economic loss consequent upon such accidental **Bodily Injury** and/or **Damage**
- (c) any allegation of infringement of copyright, patent or registered design committed in good faith by:
  - (i) the Insured
  - (ii) any Employee
- (d) loss of or **Damage** to **Documents** not owned by **You**
- (e) unintentional defamation
- (f) the dishonest or fraudulent action of any **Employee**
- (g) the inadvertent transmission of any **Computer Virus** provided that such **Computer Virus** is not written by **You**

provided that such **Circumstance** or claim

- (i) is discovered by **You** made against **You** or intimated to **You** for the first time during the **Period of Insurance**
- (ii) is notified to **Us** during the **Period of Insurance**
- (iii) arises from a negligent act error or omission committed by **You** on or after the **Retroactive Date** and does not form part of an inter-related series of acts errors omissions or events which commenced prior to the **Retroactive Date**
- (iv) arises in connection with the conduct of **Your Business** within the **Territory**
- (h) any other civil liability but not any liability for breach of intellectual property rights or dishonesty beyond that specifically set out elsewhere in this Certificate

## **IT2.2 Limit of Indemnity**

- (a) The Limit of Indemnity for Professional Indemnity is specified as such in the **Schedule** and shall apply in respect of any one claim or **Series of Claims**
- (b) We will pay a further Limit of Indemnity in respect of costs incurred under Clause IT2.4 Costs and the total amount payable in respect of such costs shall not exceed the Professional Indemnity Limit of Indemnity specified in the **Schedule** in respect of any one claim or **Series of Claims**

Notwithstanding IT2.2 (a) and (b) above the maximum amount payable by **Us** under Claims Made Against **You** Clause IT2.1 (d) shall be GBP100 000 in respect of all such claims made during any one **Period of Insurance**

## **IT2.3 Excess**

- (a) In respect of any one claim or **Series of Claims** We will not pay the amount of the **Excess** specified as the **Excess** applicable to Professional Indemnity in the **Schedule** (or any lesser amount for which a claim may be settled)
- (b) We shall only pay that part of each and every claim (excluding the costs and expenses incurred in the investigation defence and settlement of such claim) which exceeds the amount of the **Excess** specified in the **Schedule**
- (c) The **Excess** shall not apply to claims where the sole payment is made under Clause IT2.4 Costs

## **IT2.4 Costs**

We will also pay

- (a) all other costs and expenses incurred by **Us** or by **You**
- (b) GBP300 per person for every day that any **Employee** is required by **Your** legal representatives to attend court

- (c) the fees of any accountant or other professional advisor incurred to substantiate the amount of any loss for the dishonest or fraudulent action of any **Employee**

in connection with any claim or **Circumstance** under this Section of the Certificate provided that all such costs are incurred with **Our** prior written consent

#### **IT2.5 Irrecoverable Fees & Rectification Costs**

We may at **Our** discretion indemnify **You** up to the value of

- (a) any fee owed to **You** by **Your** client where such client is alleging that **You** are in respect of a breach of **Your** professional duty or
- (b) the expenses directly incurred in rectifying a breach of professional duty of which **Your** client is unaware

where in **Our** sole opinion the client is likely to make a valid claim against **You** in respect of such breach and for which this Certificate would provide indemnity

provided that such dispute or need for rectification

- (c) is notified to **You** by the client during the **Period of Insurance**
- (d) is notified by **You** to **Us** during the **Period of Insurance**
- (e) arises from **Your** negligent act error or omission committed on or after the **Retroactive Date**
- (f) arises in connection with the conduct of **Your Business**

and also provided that

- (g) where it is imperative for **You** to carry out such rectification and **Our** prior written consent cannot be obtained **You** must satisfy **Us** that **You** have carried out such works
- (i) to the same level of quality as the original work and
- (ii) at the minimum cost necessary to achieve the same level of quality as the original work
- (iii) the amount payable to **You** by **Us** does not include any element of **Your** profit or mark-up
- (iv) the value of a claim that could be made by such client would be equal to or greater than the amount of such outstanding fee and
- (v) in the event of **Us** or **You** subsequently being able to recover all or part of such fee the full amount recovered shall be repaid to **Us**

### ***IT3.0 Exclusions***

We will not pay

#### **IT3.1 Fraud and Dishonesty**

In the case of any claim arising out of any dishonest or fraudulent act or omission on the part of any **Employee**

- (a) no indemnity shall be afforded in respect of any claim arising out of such dishonest or fraudulent on the part of any party committing or condoning such dishonest or fraudulent action
- (b) no indemnity shall be afforded in respect of any claim arising out of such dishonest or fraudulent action which was known or ought reasonably to have been known by **You**
- (c) any claim or **Series of Claims** arising out of dishonest or fraudulent action whether of a similar nature or otherwise committed by a person or persons acting in collusion with others shall for the purposes of this Certificate be treated as one claim and only one **Limit of Indemnity** shall apply
- (d) **Your** annual accounts (and client accounts where applicable) have been certified by an independent and properly qualified accountant or auditor

#### **IT3.2 Property Transport and Occupiers Liability**

- (a) any claim arising from the ownership possession or use by **You** of any buildings premises structures land aircraft watercraft or vehicle

control save that this Exclusion shall not apply in respect of claims for loss of or **Damage** to **Documents** not owned by **You** (as insured by Claims Made Against You Clause PI2.1(d))

### **IT3.3 Pollution**

any claim caused by contributed to by or arising out of **Pollution**

### **IT3.4 Product Recall**

any claim for damages costs or expenses relating to the removal from sale withdrawal inspection repair modification or replacement of any **Product** or of any other item of which such **Product** forms part where such **Product** or other item is withdrawn from the market or from use because of any known alleged or suspected harmful nature or other deficiency therein

### **IT3.5 Controlling Interest**

any claim arising from or brought by

- (a) any firm company or organisation in which **You** have a controlling interest
- (b) any entity that has a controlling interest in **You** by virtue of their having a majority financial or executive interest in **Your** operation

unless such claim originates from a source independent of such firm company organisation or entity whereupon the maximum amount payable by **Us** shall be limited to the amount of compensation paid to such party together with **Your** Costs as defined by Clause IT2.4 Costs

### **IT3.6 Joint Ventures**

any claim arising from a partnership or joint venture of which **You** are a member unless such partnership or joint venture is specified in the Schedule

### **IT3.7 Subrogation**

any claim in respect of which **You** have agreed to exclude or limit **Your** rights of recovery from another party unless **We** have approved such agreement and endorsed this Certificate accordingly

### **IT3.8 Deliberate Acts and Known Defects**

any claim caused by or arising from

- (a) any deliberate act error or omission by **You**
- (b) the specification of or provision by **You** of any **Product** or the provision by **You** of any service which **You** knew or which **You** ought reasonably to have known to be deficient or ineffective and incapable of substantially fulfilling the essential purpose for which it is intended or to perform as specified warranted (whether express or implied) guaranteed

### **IT3.9 Fines Penalties and Damages**

any fines punitive penal multiple or exemplary damages where such can be identified separately within any court award

### **IT3.10 Contractual Liability**

- (a) any claim arising from an agreement by **You** to assume liability where **Your** liability under such agreement exceeds the amount of **Your** liability in the absence of such agreement
- (b) any claim arising from an agreement by **You** to pay penalties or liquidated damages

### **IT3.11 Liability arising out of Employment**

any claim in respect of

- (a) Bodily Injury to any **Employee**
- (b) any breach of any contractual statutory or other obligation owed by **You** as an employer to any **Employee**

### **IT3.12 Trading Losses**

any claim arising out of or in connection with **Your** insolvency (including any claim made by **Your** liquidator provisional liquidator or administrator) or any trading losses or trading liabilities incurred by any business managed or carried on by **You**

### **IT3.13 Directors and Officers Liability**

- (a) any claim against **You** in **Your** capacity as a director officer or trustee in respect of **Your** performance or non-performance of **Your** duties as a director officer or trustee



- (b) any claim made against Your principal partner director or executive officer in respect of a breach of his legal duty to manage You in accordance with his legal and/or regulatory obligations

**IT3.14 Unethical Conduct**

any claim made in respect of any actual or alleged violation of any law relating to unconscionable conduct any anti-trust or competition law or other law prohibiting restraint of trade business or profession

**IT3.15 USA and Canada**

any claim made or action instituted

- (a) within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada
- (c) to enforce a judgment obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada

**IT3.16 Use of any heat away from the premises**

Any claim made or arising from the Use Of Heat as defined in General Definition GD1.19

**IT3.17 High Risk Work**

Any claim made or arising from High Risk Work as defined in General Definition GD1.20

***IT4.0 Additional Claims Conditions***

The following Condition will apply to this Section of the Certificate only in addition to those conditions in Part 6 Claims Conditions

**IT4.1 Claims Made Requirement**

Any claim arising from Circumstances notified to Us shall be deemed to have been made during the Period of Insurance in which such notice is or was first given

## ***Part 3 Contract Works Plant and Tools Section***

### ***CW1.0 Definitions***

The following definitions will apply in addition to Part 2 General Definitions to this Section of the Certificate only

#### **CW1.1 Contract**

Any contract or agreement entered into by **You** to carry out work in the course of the **Business** where the estimated **Maximum Contract Price** does not exceed the amount stated in the **Schedule**

#### **CW1.2 Contract Site**

A site within the **Defined Territories** at which **You** are carrying out work under a **Contract**

#### **CW1.3 Principals Partners or Employee's Tools**

**Principals Partners or Employee's tools** and personal belongings while anywhere within the **Defined Territories** other than motor vehicles gold or silver articles watches or jewellery or money

#### **CW1.4 Estimated Original Contract Price**

The estimated valuation of the **Works** to be carried out or the estimated **Contract price** at the commencement date of the **Contract** or **Works**

#### **CW1.5 Existing Structures**

Any property (including fixtures fittings and contents) which prior to the commencement of any **Contract** forms part of any structure

#### **CW1.6 Free Issue Materials**

Materials for incorporation into the **Contract** issued free to **You** by or on behalf of **Your** employer and for which **You** are responsible under the conditions of the **Contract** the value of which will not be included in the final valuation of the **Works** carried out or the final contract price and which are not otherwise excluded from this Section

#### **CW1.7 Hired in Plant**

Plant hired in by **You** for use in connection with any **Contract** while anywhere within the **Defined Territories** including transit other than by sea or air

#### **CW1.8 Maintenance Period**

The period indicated in the conditions of the **Contract** but not exceeding 12 months during which **You** are responsible for rectifying defects

#### **CW1.9 Maximum Contract Price**

The maximum price of any **Contract** for which **We** will provide indemnity as stated in the **Schedule**

#### **CW1.10 Plant**

Plant scaffolding tools equipment site huts and temporary buildings owned by **You** while anywhere within the **Defined Territories** including transit other than by sea or air

#### **CW1.11 Practical Completion**

**Works** which are completed or complete except for the prospective buyer or tenants' choice of decorations or final fitments

#### **CW1.12 Sum Insured**

The amount specified in the **Schedule** which is the maximum amount **We** will pay **You** in respect of **Damage** to each specified item of **Works Your Plant Hired in Plant and Employee's Tools**

Except where more specifically insured the **Sum Insured** for each item of **Property Insured** shall include the costs of

- (a) Architects Surveyors Consulting Engineers Legal and other Fees including those of Agricultural Valuers necessarily and reasonably incurred in the reinstatement of the **Property Insured** consequent upon its **Damage** but not for preparing any **Claim** provided that the liability for such **Damage** and fees shall together not exceed the **Sum Insured**
- (b) removal of debris
- (c) dismantling demolishing shoring up or propping of the parts of the **Property Insured** which have suffered **Damage**

**CW1.13 Works**

- (a) Temporary or permanent Works completed or to be completed as part of any Contract and
- (b) Materials for incorporation whilst on or adjacent to the Contract Site and in transit to or from the Contract Site other than by sea or air

**CW1.14 Property Insured**

The following definition will apply in place of that in Part 2 General Definitions to this Section of the Certificate only

Works Your Plant Hired in Plant and Employee's Tools which You own or are responsible for as stated in the Schedule

**CW2.0 The Cover**

We will pay You for Damage to the Property Insured during the Period of Insurance and within the Defined Territories

The maximum that We will pay for of any one occurrence which gives rise to a claim under this Section is as follows

- (a) Works

125% of the Estimated Original Contract Price including the value of Free Issue Materials in respect of any Contract or Works including any liability We may have in respect of the cover provided under the Clauses detailed in this Section below

We will not pay You where the Estimated Original Contract Price plus the value of Free Issue Materials exceeds the Sum Insured stated in the Schedule at the time of Damage

- (b) Your Plant

The Sum Insured stated in the Schedule at the time of Damage

- (c) Hired in Plant

The Sum Insured stated in the Schedule at the time of Damage

In addition We will pay You for Your legal liability to pay continuing hire charges as a result of Damage to any item of Hired in Plant insured under this Section

- (d) Principals Partners or Employee's Tools Employee's Tools

The maximum that We will pay Sum Insured stated in the Schedule at the time of Damage

**CW2.1 Additional Interests**

We will to the extent required by the conditions of the Contract include the interest as joint Insured of any employer or contractor

**CW2.2 Automatic Reinstatement of Sum Insured**

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary provided that

- (a) You pay Us the additional premium We require to reinstate the Sum Insured
- (b) You effect such additions to or variations in the protections of the Property Insured that We may require within the timescale specified by Us or anyone working for Us

**CW2.3 Consecutive Damage**

Damage to Property Insured at any one Contract Site during a period of 72 consecutive hours caused by earthquake storm flood or other water damage or subsidence or collapse will be considered for the purpose of applying any Excess as one occurrence of Damage

**CW2.4 Expediting Expenses**

We will pay You for the reasonable costs and expenses that You incur for night work overtime work on public holidays or special delivery to reinstate or repair Property Insured following Damage

The maximum that We will pay for any one claim is 25% of the amount which reinstatement repair or replacement would have cost if these expenses had not been incurred

#### **CW2.5 Immobilised Plant**

We will pay for costs necessarily and reasonably incurred by **You** to recover **Property Insured** which has become accidentally immobilised during normal operations other than by its own explosion mechanical or electrical breakdown failure breakage or derangement (including but not limited to **Damage** caused by any failure to maintain the **Property Insured** in accordance with the manufacturers recommendations but not including **Damage** caused by the error or omission of the driver or operator of the **Property** other than in respect of failure to maintain) provided that

- (a) **Our** liability shall not exceed GBP25000 in respect of all recoveries during any **Period of Insurance**
- (b) such costs do not exceed the sum which would otherwise have been payable under the terms of this Certificate had such costs not been incurred
- (c) We shall not be liable in respect of **Damage** in order to effect recovery of **Property Insured**

#### **CW2.6 European Union and Public Authorities**

Following **Damage** to **Works** We will pay the additional cost of reinstating the **Property Insured** necessary to comply with any European Union Legislation Act of Parliament or Bye-Laws of any public authority

We will not pay **You** for

- (a) costs incurred
  - (i) in respect of **Damage** not insured by this Section
  - (ii) where notice was served on **You** before the **Damage** occurred
  - (iii) where an existing requirement must be completed within a stipulated period
  - (iv) in respect of property or parts of the property other than foundations (unless foundations are specifically excluded) which have not suffered **Damage**
- (b) any charge or assessment arising from capital appreciation following compliance with this legislation

The reinstatement repair or replacement

- (c) must begin and be carried out as quickly as possible
- (d) may be carried out on another site if necessary provided this does not increase **Our** liability

If **Our** liability under this Section is reduced by the application of any terms of this Certificate **Our** liability under this Clause will be similarly reduced

The maximum We will pay under this Clause for any one **Contract** is the **Sum Insured** as stated in the **Schedule**

#### **CW2.7 Indemnity to Sub-Contractors**

We will to the extent required by **Contract** conditions provide indemnity to nominated or domestic sub-contractors in respect of **Damage** to the **Property Insured**

#### **CW2.8 Loss of Keys**

If the key to any immobiliser permanently fitted to a vehicle included as **Your Plant** or **Hired in Plant** is lost or stolen We will pay **You** for the cost of replacing the cylinder of the lock up to GBP500 in respect of anyone claim

We will not pay **You** for the first GBP50 of each claim

#### **CW2.9 Off-Site Storage**

The **Works** includes materials anywhere within the **Defined Territories** separately stored and identified for inclusion in any **Contract**

The maximum We will pay for any one loss is either the value of the materials as detailed in an interim certificate under any standard printed contract conditions or GBP25000 whichever is the lower

#### **CW2.10 Redrawing Plans or Documents**

We will pay **You** for the cost of rewriting or redrawing plans drawings or other **Contract** documents following **Damage** up to GBP5000

#### **CW2.11 Show Properties**

We will pay **You** for **Damage** to show properties including their contents up to GBP5000 in respect of the contents of any one show property

**CW2.12 Speculative Building**

We will pay You for Damage to any private dwelling You have erected on a speculative basis

We will not pay You after

- (a) the date You sell lease or rent the property or
- (b) 60 days from Practical Completion whichever is the earlier

**CW2.13 Taken Into Use**

We will pay You for Damage to any part of the permanent Works taken into use as private dwellings or offices

We will not pay You after

- (a) a certificate of completion has been issued or
- (b) the permanent Works have been completed and handed over to Your employer

**CW3.0 Conditions****CW3.1 Contractors Plant Registration**

It is a condition precedent to Our liability that each and every item of Your Plant with an individual Sum Insured in excess of GBP 2500 is registered by Buckley Scott Associates Limited (<http://www.buckleyscott.com/home/index.htm>) TER - The National Plant and Equipment Register or other plant registration company which has been approved by Us in writing

**CW3.2 Scaffolding Equipment**

It is a condition precedent to Our liability that each and every item of scaffolding equipment is security marked

**CW3.3 Stoppage of Work**

In the event of no work being undertaken for a period of 90 consecutive days on the Contract Site all Cover under this Section shall become inoperative unless agreed by Us in writing

## **CW4.0 Exclusions**

We will not pay You for

- (a) **Damage** to any part of the permanent **Works** for which a certificate of completion has been issued or which has been completed and handed over to Your employer or taken into use unless the **Damage** occurs
  - (i) during the **Maintenance Period** but caused before the beginning of the **Maintenance Period** or
  - (ii) while You are carrying out Your obligations under the **Maintenance Period** or
  - (iii) within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the **Contract**
- (b) **Damage** as a result of
  - (i) gradual deterioration wear and tear rust mould mildew
  - (ii) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
  - (iii) confiscation nationalisation or requisition or destruction by or under the order of any government or public authority
- (c) Repair to or replacement of any item of **Your Plant** or **Hired in Plant** caused by its own mechanical or electrical breakdown failure breakage or derangement other than in respect of **Hired in Plant** and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement
- (d) **Damage** to
  - (i) **Existing Structures**
  - (ii) any mechanically propelled vehicle including any trailer attached licensed for road use and for which a Policy or Certificate of motor insurance is required other than a vehicle used solely as a tool of trade aircraft or waterborne vessel
  - (iii) property for which You are relieved of responsibility by the conditions of the **Contract**
  - (iv) **Employee's Tools** on or attached to a vehicle licensed for road use
- (e) **Damage**
  - (i) by disappearance or shortage discovered only when an inventory is taken or
  - (ii) which is not traceable to an event
- (f) **Damage** caused by **Pollution or Contamination** other than that of or to the **Property Insured**
- (g) Liquidated damages fines or any other penalties under **Contract** for delay or non-completion
- (h) Consequential loss or damage of any kind
- (i) The cost of normal upkeep or making good
- (j) **Damage** to and the cost necessary to reinstate or repair
  - (i) **Property Insured** which is in a defective condition due to a defect in design plan or specification or materials or workmanship of or of any part of that **Property Insured**
  - (ii) other **Property Insured** to enable the reinstatement or repair of **Property Insured** excluded by (i) above

This exclusion will not apply to other **Property Insured** which is free of the defective condition but suffers **Damage** as a result

**Property Insured** will not be considered as having suffered **Damage** solely by virtue of the existence of any defect in design plan specification materials or workmanship in or in any part of that **Property Insured**

## Part 4 ~~Certificate~~Exclusions

We will not pay You under any Section of this Certificate for

### PE1.1 War Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - (i) War Government Action or Terrorism
  - (ii) civil commotion in Northern Ireland
- (b) **Damage** to any property whatsoever or any loss or expense whatsoever directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of **Terrorism**
- (c) legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from **War Government Action or Terrorism**

However subject otherwise to the terms definitions exclusions provisions and conditions of this Certificate We will pay You

- (i) under the Liability Section LI2.0 Employers Liability provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability for all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed GBP5000000
- (ii) under the Liability Section LI3.0 Public and Products Liability provided that in respect of Public Liability any one occurrence or series of occurrences arising out of any one original cause **Our** liability for all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed GBP2000000
- (iii) under the Liability Section LI3.0 Public and Products Liability provided that in respect of Products Liability any one **Period of Insurance** **Our** liability for all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed GBP2000000

In any action suit or other proceedings where We allege that any such **Damage** or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such **Damage** loss expense or consequential loss is covered shall be upon You

### PE1.2 Sonic Bangs

**Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### PE1.3 Radioactive Contamination and Nuclear Assemblies

**Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

However as far as concerns **Bodily Injury** caused to any **Employee** of **Yours** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by You this Exclusion shall apply only in respect of

- (i) the liability of any Principal
- (ii) liability assumed by You under agreement and which would not have attached in the absence of such agreement

### PE1.4 Computer Virus and Hacking

- (a) **Damage** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not where such **Damage** is caused by a **Computer Virus** or hacking
- (b) financial loss directly or indirectly caused by or arising from **Computer Virus** or hacking but this shall not exclude **Damage** or financial loss which is not otherwise excluded from this Certificate and which results from fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances the acts of malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence) storm flood escape of water or oil from any tank apparatus or pipe sprinkler leakage or impact by any vehicle or animal

However this Exclusion shall not apply to Part 3 Professional Indemnity (if insured under this Certificate)

#### **PE1.5 Cyber Liabilities**

any claim or loss arising out of business conducted transacted or any other actions performed via any internet extranet or via Your own website internet site web-address or via the transmission of electronic mail or documents by electronic means  
However this Exclusion shall not apply to Part 3 Professional Indemnity (if insured under this Certificate)

#### **PE1.6 Mould and Fungus**

**Damage** to any property or any loss cost or expense or legal liability directly or indirectly arising out of or resulting therefrom or any consequential loss in any manner related to **Fungal Pathogens** whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

#### **PE1.7 Asbestos**

any claim caused by contributed to by or arising from **Asbestos** (including any claim arising from the fear of suffering **Bodily Injury** as a result of actual or suspected exposure to **Asbestos**) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

However as far as concerns **Bodily Injury** caused to any **Employee of Yours** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this Exclusion shall apply only in respect of

- (a) the liability of any Principal
- (b) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement

#### **PE1.8 Previous Claims and Circumstances**

any claim **Circumstance** or occurrence which has been notified or is notifiable under any other policy or certificate of insurance attaching prior to the effective date of this Certificate or which would have been notifiable had **You** not been uninsured at the time **You** first became aware of such claim **Circumstance** or occurrence

#### **PE1.9 Other Insurances**

- (a) **Damage** to property which at the time of the happening of the **Damage** is insured by or would but for the existence of this Certificate be insured by any marine policy except in respect of any **Excess** beyond the amount which would have been payable under the marine policy had this Certificate not been effected
- (b) Any claim where **You** are entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been payable under such insurance had this Certificate not been effected However if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Certificate whether in whole or in part or from contributing proportionately then **Our** liability hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Certificate not been effected

#### **PE1.10 Electronic Risk Exclusion**

We will not pay for

- (a) **Damage to Data** which shall include but shall not be limited to
  - (i) **Damage to or corruption of Data** whether in whole or in part
  - (ii) unauthorised appropriation of use of access to or modification of **Data**
  - (iii) unauthorised transmission of **Data** to any third parties
  - (iv) **Damage** arising out of any misinterpretation use or misuse of **Data**
  - (v) **Damage** arising out of any operator error in respect of **Data**
- (b) **Damage** arising directly or indirectly from
  - (i) the transmission or impact of any **Virus**
  - (ii) unauthorised access to a **System**
  - (iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
  - (iv) **Failure of a Computer System**
  - (v) anything described in (a) above

but in respect of (b)i) (b)ii) (b)iii) and (b)iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission  
However this Exclusion shall not apply to Part 3 Liability and Part 3 Professional Indemnity (if insured under this Certificate)



## **Part 5    General Conditions**

### **GC1.1    This Certificate**

This Certificate and the Sections referred to in the **Schedule** and any **Endorsement** shall be read together as one document

At all times the masculine shall include the feminine and neuter and the singular shall include the plural and vice versa

### **GC1.2    Misrepresentation**

- (a) This Certificate shall be voidable in the event of misrepresentation misdescription or nondisclosure in any material particular
- (b) If **You** make any claim under this Certificate knowing the same to be false or fraudulent as regards amount or otherwise this Certificate shall become void and all claims hereunder shall be forfeited and **You** shall repay to us any claims already paid

### **GC1.3    Reasonable Precautions**

It is a condition precedent to **Our** liability under this Certificate that **You**

- (a) take all reasonable precautions to prevent or minimise **Damage** accident or **Bodily Injury** including taking all reasonable measures (which shall include the implementation and regular up-dating of current computer protection software) to protect yourselves from unauthorised use or of access to **Your** records and **Computer Systems** (including **Your** internet website)
- (b) take back-up copies of all data web pages and programs not less frequently than weekly and store them elsewhere than at the **Premises**
- (c) maintain the **Premises** machinery equipment and furnishings in a good state of repair
- (d) exercise reasonable care in the selection and supervision of **Employees** and ensure that they are provided with adequate resources to maintain the level of competence necessary to fulfil their duties
- (e) comply with all relevant statutory requirements manufacturers' recommendations and other regulations relating to the use inspection and safety of property and the safety of persons

### **GC1.4    Change of Risk or Interest**

This Certificate shall be cancelled if

- (a) **Your** interest ceases other than by death or
- (b) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or
- (c) any alteration is made either in the **Business** or in the **Premises** or in any property therein or in any other circumstance whereby the risk is increased at any time after the effective date of this Certificate unless its continuance be admitted in writing signed by or on **Our** behalf

unless **We** have consented to such alteration in writing

### **GC1.5    Premium Payment**

It is a condition precedent to **Our** liability under this Certificate that

- (a) **You** have paid the premium to **Us** within the period specified in the **Schedule** as the premium payment period whereupon **We** will provide the insurance stated herein otherwise all benefit under the Certificate shall be forfeited and the Certificate will be avoided from the effective date
- (b) where the premium is paid by **You** by means of a premium instalment facility each instalment shall be paid when due otherwise all benefit under the Certificate shall be forfeited and the Certificate shall be cancelled from the date when any unpaid instalment was due and **You** shall surrender forthwith to **Us** any effective Certificate(s) of Insurance whereupon **We** will credit to **You** a pro rata premium for the unexpired part of the **Period of Insurance** provided that no claims or **Circumstances** have been reported **Us** since the effective date of such **Period of Insurance**

### **GC1.6    Interest Clause**

The interests of third parties **You** are required to include on this Certificate under the terms of any mortgage property lease hiring leasing or hire purchase agreement are automatically noted subject to **Your** advising **Us** as soon as is reasonably practicable

### **GC1.7    Partial Damage**

In the event of partial **Damage** to property the maximum amount **We** will pay shall be the cost which would have been incurred had such property been totally destroyed

**GC1.8 Value Added Tax**

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

**GC1.9 Our Liability**

For all purposes including but not limited to the application of any stated Benefits Sums Insured Limits or Limits of Indemnity and consideration of when and how this Certificate will respond all parties insured under this Certificate or all persons entitled to Indemnity under this Certificate shall be treated as one party or legal entity so that there will be only two parties to the contract namely **Us** and **You** both as defined herein

**GC1.10 Application of Conditions**

Every condition to which this Certificate or any Section or clause thereof is or may be made subject shall from the time the Condition attaches apply and continue to be in force during the whole currency of this Certificate

## **Part 6**                      **Claims Conditions**

### **CC1.1    Our Right to Defend & Settle Claims**

We shall be entitled at any time to conduct in **Your** name the defence or settlement of any claim and it is a condition precedent to **Our** liability under this Certificate that **You** do not agree that any other party may take over the conduct and control of any claim without **Our** prior written consent

### **CC1.2    No Admission of Liability**

It is a condition precedent to **Our** liability under this Certificate that **You** will not admit liability for or settle any claim or incur any costs or expenses in connection therewith without **Our** prior written consent

### **CC1.3    Provision of Information by You**

**You** shall provide **Us** at **Your** own expense with all information required by **Us** or any party acting on **Our** behalf in respect of the investigation or defence of any claim

### **CC1.4    Our Rights of Recovery**

Following a payment in respect of a claim **We** may at **Our** absolute discretion seek recovery from any other party however **We** will not exercise such rights against any of **Your** principals partners directors executive officers or other **Employees** unless such claim arises as a result of or is contributed towards by the dishonest fraudulent malicious or criminal act or omission of such person

### **CC1.5    Claim Notification**

It is a condition precedent to **Our** liability under this Certificate that **You** give written notice to **Us** within 14 days of any claim or intimation to **You** of possible claim against **You** or upon **Your** becoming aware of any **Circumstances** which might give rise to a claim under this Certificate regardless of any **Excess**

Written notice shall be provided to **Us** by writing to

Simply Business Claims Team  
PO Box 76  
Cardiff  
CF11 1JX

Alternatively notify us by email at [simplybusiness@cl-uk.com](mailto:simplybusiness@cl-uk.com) or call 0333 207 0560 to submit your claim.

### **CC1.6    Police Notification**

It is a condition precedent to **Our** liability that **You** give immediate notification to the police in respect of all

- (a)            vandalism
- (b)            theft or any attempt thereat
- (c)            loss of money by any cause whatsoever

### **CC1.7    Provision of Information & Assistance by You**

**You** will upon request give to **Us** all such information and assistance as **We** may reasonably require and will in all such matters do and concur in doing all such things in the timescale specified by **Us** or any party acting on **Our** behalf

### **CC1.8    Contesting Claims - Queen's Counsel's Opinion**

Neither **We** nor **You** shall be required

- (i)            to contest any legal proceedings or
- (ii)           to take any steps to effect recovery from any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission or from the personal representatives of such person including the taking of legal proceedings against such person

unless a Queen's Counsel (to be mutually agreed upon between **You** and **Us**) advises that such action actually has a reasonable prospect of success taking into consideration the economics of the matter the damages and Costs which are likely to be recovered by the claimant the likely Costs and the prospects of **You** successfully defending the claim

The cost of such Senior Counsel's opinion shall be regarded as part of the Costs

**CC1.9 Payment of the Sum Insured or Limit of Indemnity**

In connection with any claim against You We may at any time pay the Certificate Holder specified in the Schedule the Limit of Indemnity or Sum Insured specified in the Schedule (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such claim) or any lesser amount for which such claim can be settled and thereupon We will relinquish the control of such claim and be under no further liability in connection therewith except for costs and expenses for which We may be responsible under this Certificate and which We have consented to incur prior to the date of such payment

**CC1.10 Prejudice**

Where Your breach or non-compliance with any condition of this Certificate has resulted in prejudice to the handling or settlement of any claim the indemnity afforded by this Certificate in respect of such claim (including costs and expenses) shall be reduced to such sum as on Our opinion would have been payable in the absence of such prejudice

**CC1.11 Arbitration**

If any difference shall arise as to the amount to be paid under this Certificate (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions regarding arbitration in force at the time

Where any difference is so referred to arbitration the making of an award shall be a condition precedent to any right of action against Us

**CC1.12 Claims Insured Under More Than One Section - Application of Excess**

If We agree to pay a claim under more than one Section of this Certificate as a result of the happening of a single incident occurrence fact matter act error omission or event and if an Excess applies under more than one of these Sections then only one Excess being the highest of those which would have applied separately under each Section will be deducted from the total claim payment