



WRIGHTSURE
insurance group



Short Period Production & Festival Insurance



The Contract of Insurance

Your policy wording, the information You have provided and/or the application form, the statement of fact, the policy Schedule or notice issued by Us at renewal and any endorsement together form the contract of insurance between Us and You, and must be read together.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Wrightsure Services Ltd, 799 London Road, West Thurrock, Essex RM20 3LH. You can write or telephone 01708 865533, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (Calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at www.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.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Wrightsure Services Ltd.

Making a claim

Should you need to make a claim under this policy, please call 0500 114477.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise

1. The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, the Channel Islands, or the Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

General Conditions

1 Identification

The Policy and Schedule shall be read together as one contract and unless otherwise stated any word or expression to which a specific meaning has been attached in any part of the Policy or Schedule shall bear the same meaning wherever it may appear.

2 Non Disclosure, Misrepresentation or Misdescription

1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
 - (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our

liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

3 Alteration

This Policy shall be avoided with respect to any part thereof in regard to which there be any alteration after the commencement of this insurance

- (a) by removal or
- (b) whereby the risk of loss, destruction, damage, accident or injury is increased or
- (c) whereby the interest of the Insured ceases except by will or operation of law

unless such alteration be admitted by the Insurer in writing.

4 Warranties

Every warranty shall from the time that the warranty attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such warranty whether it increases the risk or not shall be a bar to any claim provided that whenever this Policy is renewed a claim occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

5 Claims Conditions

Action by the Insured

- (a) On the happening of any loss, destruction, damage, accident or injury which may give rise to a claim the Insured shall give immediate notice thereof in writing to the Insurer.
- (b) In respect of loss, destruction or damage caused by malicious persons or by burglary it is a condition precedent to any claim that immediate notice of the loss, destruction or damage shall have been given by the Insured to the Police Authority.
- (c) The Insured shall within 30 days after such loss, destruction, damage, accident or injury (7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Insurer may in writing allow at the expense of the Insured deliver to the Insurer a claim in writing containing as particular an account as may be reasonably practicable of the accident, injury or any articles or portions of property lost, destroyed or damaged and of the amount of damage thereto together with details of any other insurances on any property hereby insured. The Insured shall also give to the Insurer all such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected

General Conditions

therewith No claim under this Policy shall be payable unless the terms of this condition have been complied with.

- (d) Insured shall send to the Insurer immediately on receipt any writ, summons or other legal process issued or commenced against the Insured.
- (e) The Insured shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of the Insurer.

6 Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover from You any sums paid by Us to You in respect of the claim
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

7 Reinstatement

If the Insurer elects or becomes bound to reinstate or replace any property the Insured shall at the expense of the Insured produce and give to the Insurer all such plans, documents, books and information as the Insurer may reasonably require. The Insurer shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one item of the items insured more than the Sum Insured thereon.

8 Average

Wherever a Sum Insured is said to be Subject to Average if at the time of any loss, destruction or damage, such Sum Insured is less than the total value of such property, the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

9 Contribution

If at the time of the happening of any loss, destruction or damage or liability covered by this Policy there shall be in existence any other insurance of any nature providing indemnity to the Insured for such loss, destruction or damage or liability whether effected by the Insured or not then the liability of the Insurer shall be limited to its rateable proportion thereof. If any such other insurance shall be subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner. If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with the Policy either in whole or in part or from contributing rateably to the loss or destruction or damage the liability of the Insurer hereunder shall be limited to such proportion of the loss or destruction or damage as the sum hereby insured bears to the value of the property.

10 Rights of the Insurer

On the happening of any loss, destruction or damage in respect of which a claim is or may be made under this Policy the Insurer and every person authorised by the Insurer may without thereby incurring any liability and without diminishing the right of the Insurer to rely upon any conditions of this Policy, enter, take or keep possession of the building or premises where the loss, destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the Insurer so to do. If the Insured or anyone acting on behalf of the Insured shall not comply with the requirements of the Insurer or shall hinder or obstruct the Insurer in doing any of the above-mentioned acts then all benefit under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession by the Insurer or not.

11 Subrogation

Any claimant under this Policy shall at the request and at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any

General Conditions

rights and remedies of or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon its paying for or making good any loss, destruction, damage, accident or injury under this Policy whether such ads and things shall be or become necessary or required before or after indemnification by the Insurer.

12 Discharge of Liability

The Insurer may at any time pay the Limit of Indemnity or the Sum Insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

13 Arbitration

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

14 Statutory requirements, maintenance and reasonable precautions

The insured shall

- (a) maintain the Premises, Machinery, plant and equipment in a satisfactory state of repair
- (b) take all reasonable precautions for the safety of the Property Insured
- (c) take all reasonable precautions to prevent loss, destruction, damage, accident or injury
- (d) comply with all statutory requirements and other safety regulations imposed by any authority
- (e) keep books with a complete record of purchases and sales.

15 Cancellation

- (a) You may cancel this Policy at any time after the date We have received the premium by providing 30 days notice in writing to Us.
- (b) If there is a default under Your Aviva credit agreement which finances this Policy, We may cancel this Policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your Policy is cancelled under (a) or (b) above and providing that there have been no:

- (i) claim(s) made under the Policy for which We have made a payment
- (ii) claim(s) made under the Policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us.

during the current Period of Insurance We may, at Our discretion, refund to you a proportionate part of the premium paid for the unexpired period.

- (c) Where there is no Aviva credit agreement to finance this Policy, We will cancel this Policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to your last known address.
- (d) We may also cancel this Policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (i) claim(s) made under the Policy for which We have made a payment
- (ii) claim(s) made under the Policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us.

during the current Period of Insurance.

16 Index Linking

Renewal

Where it is stated in the Schedule that index linking applies to Sections 1 or 2 the amounts insured will for renewal purposes be adjusted to take into account movements in the appropriate index shown below

Building and Tenants Improvements Items

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors

Other Items

The Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry.

Claims

For Claims settlement purposes under Section 1 the adjustments outlined above will continue during the

- (a) Period of Insurance
- (b) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

Note

In the event of either or both of the above indices not being available the Insurer may select alternative measures at its discretion.

17 Long Term Undertaking

Where a Section is stated in the Schedule to be subject to Long Term Undertaking a discount of 5% under that Section is allowed in consideration of the Insured having provided an Undertaking with effect from the date stated on the Schedule to

General Conditions

offer annually for a period of 3 years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that

- (a) The Insurer shall be under no obligation to accept an offer made in accordance with the said Undertaking
- (b) The Sum Insured may be reduced at any time to correspond with any reduction in value or reduction in the Business.

The above mentioned Undertaking applies to any Policy which may be issued by the Insurer in substitution for this Policy and the same discount shall be allowed.

18 Subjectivity

The Policy, the application form, statement of fact and/or declaration made by the Insured, and the Schedule, should be read together and form the contract of insurance between the Insured, and the Insurer.

- 1 The Insurer will clearly state in the schedule if the cover provided by the Policy is subject to the Insured:
 - (a) providing the Insurer with any additional information requested by the required date(s),
 - (b) completing any actions agreed between the Insured and the Insurer by the required date(s),
 - (c) allowing the Insurer to complete any actions agreed between the Insured and the Insurer.
- 2 If required by the Insurer, the Insured must allow the Insurer access to the Insured's Premises to carry out survey(s), within 60 days of the inception or renewal date, unless the Insurer agrees otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), the Insurer may, at the Insurer's option:

- (a) modify the Insured's premium,
- (b) issue a mid-term amendment to the Insured's Policy or Section terms and Conditions,
- (c) require the Insured to make alterations to the Premises insured by the required date(s),
- (d) exercise the Insurer's right to cancel the Insured's policy,
- (e) leave the Policy or Section terms and Conditions, and the Insured's premium, unaltered.

The Insurer will contact the Insured with the Insurer's decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by the Insured and/or any decision by the Insurer will take effect.

The Insurer's requirements and decisions will take effect from the date(s) specified unless and until the Insurer agrees otherwise in writing. If the Insured

disagrees with the Insurer's requirements and/or decisions, the Insurer will consider the Insured's comments and where the Insurer considers appropriate, will continue to negotiate with the Insured to resolve the matter to the Insured's and the Insurer's satisfaction. In the event that the matter cannot be resolved:

- (i) The Insured has the right to cancel this policy from a date agreed by the Insured and the Insurer and, providing no claims have been made, the Insurer will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) The Insurer may, at the Insurer's option, exercise the Insurer's right under the policy Cancellation Condition (15).

Except where stated all other policy and Section terms and Conditions will continue to apply.

The above conditions do not affect the Insurer's right to void the policy if the Insurer discovers information material to the Insurer's acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of this policy booklet.

General Exceptions

1 This Policy does not cover death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability

- (a) directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties, of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
 - (i) dispersing radioactive material and/or ionising radiation
or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exception 1 (b) above does not apply to the Employers' Liability, Public and Products Liability, and Personal Accident Sections, when insured by this policy.
 - (2) in relation to the Employers' Liability Section, exception 1 (a) above only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party.
- 2 This Policy does not cover loss, destruction or damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 3 This Policy does not cover
- (a) Money, credit cards, securities of any description, jewellery, precious stones, precious metals, bullion, bonds, furs, curiosities, rare books or works of art
 - (b) goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives or video tapes or cassettes for sale or hire
 - (c) property in transit
- unless specifically mentioned.
- 4 There is no insurance under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication equipment or systems or any similar device
 - (b) media or systems used in connection with any of the foregoing whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any

number symbol or word to denote a date including without limitation the failure or inability to recognise capture save or retain or restore and/or correctly to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of

- (i) recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above

Provided always that this Exclusion shall not apply

A to any claim for subsequent loss or destruction of or damage to any property or consequential loss otherwise indemnifiable by this Policy subject to all its terms and provisions which results from fire lightning explosion aircraft and other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank or apparatus or pipe impact by any road vehicle or animal or theft arising under the following Sections if provided by this Policy

- | | | | |
|---|-----------------------|---|------------------|
| a | Property | e | Loss of Money |
| b | Contents | f | Book Debts |
| c | Buildings | g | Goods in Transit |
| d | Business Interruption | | |

B to any claim made under the following Sections Loss of Licence or Personal Accident nor to any claim arising under insurance in respect of Employers Liability if provided by this Policy

5. This policy does not cover any claim (other than in respect of Personal Injury as defined under the Public and/or Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of

- (a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section

- (i) Property Damage - Contents
- (ii) Property Damage - Buildings
- (iii) Money and Assault
- (iv) Business Interruption.

Exception 5 (a) does not apply to the Public and Products Liability Section, when insured by this policy.

- (b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not

General Exceptions

otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

- (i) Property Damage – Contents
- (ii) Property Damage – Buildings
- (iii) Money and Assault
- (iv) Business Interruption

Exceptions 5 (a) and (b) do not apply to the following Sections, when insured by this policy.

- (1) Employer's Liability
- (2) Personal Accident

6. War

This Policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (i) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- (ii) nationalisation confiscation requisition seizure or destruction by the Government or any public authority
- (iii) any action taken in controlling preventing suppressing or in any way relating to (i) and/or (ii) above

Provided (i) (ii) or (iii) shall not apply to

Employer's Liability

and (ii) shall not apply to

Public and/or Products Liability
Personal Accident
Business Travel
Sickness

when insured by this policy

Terrorism

This Policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (1) Terrorism
- (2) civil commotion in Northern Ireland
- (3) any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) above

except as stated in the **Special Provisions - Terrorism** below and provided that

- (1) and or (3) above shall not apply to
Money and Assault
- and (2) above shall not apply to
Employer's Liability
Public and/or Products Liability
Personal Accident

Terrorism is defined as any act or acts including but not limited to

- (a) the use or threat of force and/or violence and/or
- (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

In any action suit or other proceedings where the Insurer(s) allege(s) that any consequence whatsoever resulting directly or indirectly from or in connection with (1) and/or (3) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any consequence is covered (or is covered beyond that limit of liability) shall be upon the Insured

Special Provisions - Terrorism

Subject otherwise to the terms conditions exceptions and exclusions of the policy

- (a) When any of the following covers are insured by this policy

Employers Liability
Public and/or Products Liability

neither of the exclusions in (1) and (3) above shall apply to

- (i) Employers Liability (other than Excess of Loss Employers Liability) but the Limit/Amount of Indemnity for the purposes of Special Provision (a) - Terrorism is limited to £5,000,000 including costs and expenses

- (ii) Public and/or Products Liability (other than Excess of Loss Public and/or Products Liability) but the Limit/Amount of Indemnity for the purposes of Special Provision (a) - Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is the lower

- (b) When any of the following covers are insured by this policy

Personal Accident
Business Travel
Sickness

neither of the exclusions in (1) and (3) above shall apply to those covers provided that for the purposes of Special Provision (b) - Terrorism the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- (a) any limits amounts payable or maximum accumulation stated in the schedule or
- (b) £1,000,000

In the event of a claim exceeding the total amount payable under this Special Provision (b) Terrorism the Company's liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable

Definitions

applying to all Sections of this Policy unless an alternative definition is stated to apply

The Insurer/Aviva

Aviva Insurance Limited

The Insured

The Insured as stated in the Schedule.

The Premises

The Premises as stated in the Schedule.

Employee

Any of the undernoted whilst in the Insured's employment in connection with the Business

- 1 (a) a person under a contract of service or apprenticeship with the Insured
- (b) a person supplied under a Youth Training Scheme or Job Training Scheme or similar Government Scheme
- 2 (a) a labour master or person supplied by a labour master
- (b) a person employed by labour only sub-contractors
- (c) a self employed person
- (d) a person hired to or borrowed by the Insured
- (e) person supplied to the Insured for the purposes of work experience under the Education (Work Experience) Act 1973 or subsequent legislation of similar intent
- (f) a prospective employee who is being assessed by the Insured as to his or her suitability for employment
- (g) a voluntary helper

provided that work undertaken is under the supervision and control of the Insured

- 3 an outworker or homeworker engaged to personally execute work.

Money

Coin, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, crossed warrants, bills of exchange, securities for money, postage, revenue, national insurance and holiday with pay stamps, stamps, national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps and VAT invoices.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer or Electronic Equipment.

Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data.

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Failure

Any partial or complete reduction in the

- (1) performance, or
 - (2) availability, or
 - (3) functionality, or
 - (4) the ability to recognise or process any date or time, of any
- (a) Computer and Electronic Equipment
 - (b) electronic means of communication
 - (c) web site

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (2) malicious persons other than thieves and Cyber Vandals

Definitions

Specified Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped
from them

earthquake

storm or flood

escape of water from any tank apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

Section 1(a) Property Damage - Contents

Contingency

Accidental loss of, destruction of or damage (hereinafter termed Damage) to the Property Insured described in the Schedule

Exceptions

This Section does not cover

A Damage caused by:

- (i) *inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials*
- (ii) *faulty or defective workmanship, operational error or omission on the part of the Insured or any Employee*
- (iii) *explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured*

but this shall not exclude Damage resulting from an ensuing caused and not otherwise excluded.

B Damage caused by:

- (i) *corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects*
- (ii) *change in temperature, colour, flavour, texture or finish*
- (iii) *nipple or 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*

- (iv) *its own mechanical or electrical breakdown or derangement*

but this shall not exclude

- (a) *such Damage which itself results from a Defined Contingency or from any other accidental loss, destruction or damage and is not otherwise excluded*
- (b) *subsequent Damage which itself results from a cause not otherwise excluded.*

C Loss or destruction or 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*

D Damage caused by:

- (i) *subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe*
- (ii) *normal settlement or bedding down of new structures*

(iii) theft where possession is obtained by fraud, trick or false pretences

(iv) disappearance, unexplained or inventory shortage, misfiling or misplacing of information or clerical error

(v) theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.

E Damage

(i) by Fire resulting from its undergoing any process involving the application of heat

(ii) (other than by Fire) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or adjustment.

F Damage

(i) caused by escape of water from any tank, apparatus or pipe

(ii) caused (other than by fire or explosion) by malicious persons

(iii) caused by theft or any attempt thereat

in respect of any building which is unoccupied or disused.

G Damage to

(i) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft

(ii) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection

unless specifically mentioned as insured in the Schedule.

H Damage to

property which at the time of the happening of Damage is insured or would but for the existence of this Section be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

I Damage to

any property more specifically insured by or on behalf of the Insured.

J Consequential loss or damage of any kind or description.

K Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any Public Authority.

L The Insured's Retained Liability as states in the Schedule.

Section 1(a) Property Damage - Contents

Insurer's Liability

The liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed in respect of each item the sum shown in the Schedule or in the whole the total sum insured at the time of the Damage.

Definition

The words 'Defined Contingency' shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal.

Standard Clauses

1 All Other Contents

The term "All Other Contents" is understood to include in so far as such property is not more specifically insured

- (a) Documents, Manuscripts and Business Books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein;
- (b) Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein, for an amount not exceeding £10,000;
- (c) Patterns, Models, Moulds, Plans and Designs but only for the value of the materials together with the cost of labour expended in reinstatement;
and so far as the same are not otherwise insured:
- (d) Director's Employees', Visitors' and Customers' personal effects, pedal cycles, tools, instruments and the like, indemnity hereunder being restricted to a maximum sum of £500 in respect of any one person.

2 Temporary Removal (*applicable to Item 5 shown on your schedule only*)

(a) Property for Cleaning or Renovation

Subject to the following provisions, the property insured by this Section (other than stock in trade or merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes, elsewhere on the same or

to any other premises and in transit thereto and therefrom on land or inland waterway in Great Britain, the Republic of Ireland, Northern Ireland, the Channel Islands and the Isle of Man.

The amount recoverable under this extension in respect of each item of the Section shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said premises, 10 per cent of the sum insured by the item after deducting therefrom the value of any building (exclusive of fixtures and fittings) stock in trade or merchandise insured thereby.

This extension does not apply to property if and so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the premises from which the property is temporarily removed, to

- (i) Motor Vehicles and Motor Chassis licensed for normal road use
- (ii) Property held by the Insured in trust other than machinery and plant

(b) Documents and Computer Systems Records

Any insurance under this Section on computer systems records, deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed) is extended to cover such property for an amount not exceeding ten per cent of the value thereof whilst temporarily removed to any premises not in the Insured's occupation and whilst in transit by road, rail or inland waterway all in Great Britain, Ireland, the Channel Islands and the Isle of Man.

Section 1(b) Property Damage - Buildings

Only operative if stated in the schedule

Contingency

Accidental loss, destruction of or damage (hereinafter termed Damage) to the Property Insured described in the Schedule

Exceptions to Section 1(b)

This Section does not cover

A Damage caused by:

- (i) *inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials*
- (ii) *faulty or defective workmanship, operational error or omission on the part of the Insured or any Employee*
- (iii) *explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured*

but this shall not exclude Damage resulting from an ensuing cause and not otherwise excluded.

B Damage caused by:

- (i) *corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects*
- (ii) *change in temperature, colour, flavour, texture or finish*
- (iii) *nipple or 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*

- (iv) *its own mechanical or electrical breakdown or derangement*

but this shall not exclude

- (a) *such Damage which itself results from a Defined Contingency or from any other accidental loss, destruction or damage and is not otherwise excluded*
- (b) *subsequent damage which itself results from a cause not otherwise excluded.*

C Loss or destruction or damage caused by pollution or containment but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by:

- (a) *pollution or containment which itself results from a Defined Contingency*
- (b) *a Defined Contingency which itself results from pollution or contamination*

D Damage caused by:

- (i) *subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe*
- (ii) *normal settlement or bedding down of new structures*
- (iii) *acts of fraud or dishonesty*
- (iv) *disappearance, unexplained or inventory shortage, misfiling or misplacing of information or clerical error*

E Damage in respect of a building or structure caused by its own collapse or cracking unless resulting from a Defined Contingency and not otherwise excluded.

F Damage in respect of movable property in the open, fences and gates by wind, rain, hail, sleet, snow, flood or dust.

G Damage

- (i) *by fire resulting from its undergoing any process involving the application of heat*
- (ii) *(other than fire) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or adjustment.*

H Damage

- (i) *caused by escape of water from any tank, apparatus or pipe*
 - (ii) *caused (other than by fire or explosion) by malicious persons*
- in respect of any building which is unoccupied or disused*

I Damage to

- (i) *property in transit*
 - (ii) *glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects*
 - (iii) *computers or data processing equipment*
- but this shall not exclude Damage caused by a Defined Contingency and not otherwise excluded.*

J Damage to

- (i) *vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft*
 - (ii) *property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection*
 - (iii) *land, roads, pavements, piers, jetties, bridges, culverts or excavations*
 - (iv) *livestock, growing crops or trees*
- unless specifically mentioned as insured in the Schedule*

continued

Section 1(b) Property Damage - Buildings

- K Property which at the time of the happening of Damage is insured by or would but for the existence of this Section be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.*
- L Any property more specifically insured by or on behalf of the Insured.*
- M Consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under this Section.*
- N Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any Public Authority*
- O The Insured's Retained Liability as stated in the Schedule.*
- P Damage by fire to any portion of the electrical plant or apparatus caused by self-ignition, leakage of electricity, short circuiting or over-running but this exception shall only apply to that part of the electrical plant or apparatus in which self-ignition, leakage of electricity, short circuiting or over-running occurs.*

Definitions

1 Defined Contingency

'Defined Contingency' shall mean Damage caused by fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal.

2 The Insured's Retained Liability

This section does not cover the Insured's Retained Liability stated below or elsewhere in the Section in respect of each and every loss at each separate premises as ascertained after the application of all other terms and conditions of the Section including the Condition of Average.

Contingencies

- (a) Fire, Lightning, Explosion, Aircraft, Riot, Civil Commotion, Strikers, Locked-out Workers, Persons taking part in Labour Disturbances or Earthquake
- (b) Malicious Persons, Storm, Flood, Escape of water from any tank, apparatus or pipe, Impact by any road vehicle or animal
- (c) All other insured Damage (excluding that defined in Special Contingencies, if any)

Limit Of Liability

The Sum Insured

or

Limit of Liability
stated in
the Schedule

The Insured's Retained Liability

The amount shown against
Contingencies (a) to (c) and any
Special Contingencies in the
Schedule

Section 1(b) Property Damage - Buildings Special Contingency

Special Contingency

This Section extends to include the following SPECIAL CONTINGENCY only if specified on the Schedule subject otherwise to the limits, terms, conditions and exceptions of this Section.

SUBSIDENCE OR GROUND HEAVE of the site on which the Property Insured stands or LANDSLIP but excluding:

- (i) Damage caused by
 - (a) coastal erosion,
 - (b) collapse, cracking, shrinkage or settlement of buildings or any part thereof,
 - (c) defective design or inadequate construction of foundations,
 - (d) demolition, structural alteration or repair,
 - (e) settlement or movement of made-up ground,
- (ii) Damage to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences unless specifically insured and then only when such Damage occurs also to a building insured hereunder against such Damage.
- (iii) the Insured's Retained Liability as stated on the Schedule.

Limit of Liability

the Sum Insured by each item stated on the Schedule.

Section 1(b) Property Damage - Buildings

Standard Clauses

1 Insurer's Liability

The liability of the Insurer in any one Period of Insurance in respect of any one item shall not exceed the Sum Insured or in the whole the Total Sum Insured or any other stated Limit of Liability at the time of the loss, destruction or damage

2 Rent

If cover under this Section is extended to include rent such cover applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage and then the amount payable shall not exceed such proportion of the sum insured on Rent as the period necessary for reinstatement bears to the term of Rent Insured.

Section 1(b) Property Damage - Buildings, Special Clause A

This Section extends to include only those of the following clauses which are specified on the Schedule.

A Day One (Non-Adjustable)

Day One Basis (Non-Adjustable) Clause applicable to the property (Buildings and/or Machinery)

- 1 The Insured having stated in writing the Declared Value incorporated in each item to which this clause applies, the premium has been calculated accordingly.
"Declared Value" shall mean the Insured's assessment of the Cost of Reinstatement of the Property Insured arrived at in accordance with paragraph (a) of the Reinstatement Clause at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides, due allowance for:
 - (i) the additional cost of reinstatement to comply with Public Authority requirements,
 - (ii) professional fees,
 - (iii) debris removal costs.

The Declared Value incorporated in each item is as stated on the Schedule.

- 2 At the inception of each Period of Insurance the Insured shall notify the Insurer of the Declared Value of the Property Insured by each of the said item(s). In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
- 3 Notwithstanding any general indication or endorsement to the contrary the following wordings apply to Special Provisions 4 and 6 of the Reinstatement Clause:
 - 4 Each item insured under this Clause is declared to be separately subject to the following Condition of Average, namely:
If at the time of loss the Declared Value of the Property covered by such item be less than the Cost of Reinstatement (as defined in paragraph 1 above) at the inception of the Period of Insurance then the Insurer's liability for any loss hereby insured shall be limited to that proportion thereof which the Declared Value bears to the Cost of Reinstatement (as defined in paragraph 1 above).

- 6 Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of this Section including any Condition of Average therein, as if this clause had not been incorporated therein except that the sums insured shall be limited to 108% of the Declared Values as stated on the Schedule.

- 4 In the event of loss the liability of the Insurer in respect of property to which this clause applies shall not exceed the limit as stated in the Schedule in respect of each separate premises.

B Other Interested Parties (Specified)

In addition to the Insured the party/parties as stated on the Schedule is/are interested in the insurance by this Section the nature and extent of such interest to be declared in the event of loss.

C Foundations

In respect of any sum insured on Buildings hereof subject to any Condition of Average, those portions of the foundations and incombustible floors of buildings (other than machinery foundations) more than 8cms below the level of the floors of the lowest storeys (whether such floors constitute the flooring of basements or otherwise) excluded from this insurance, except where such portions are within a radius of 60cms around and below any structural column or similar superstructure support.

D Deductible

This Section does not cover the amount of the deductible stated in the Schedule in respect of each and every loss at each separate premises as ascertained after the application of all other terms, conditions and provisions of this Section and Schedule.

Warranted that the Insured shall not effect insurance in respect of the deductible.

Section 1(b) Property Damage - Buildings, Special Clause B

Where the Schedule states that Special Clause List B applies this Section extends to include all of the following clauses.

A Automatic Fire Alarm

When a discount has been allowed off the fire premium in consideration of an automatic fire alarm installation it is warranted and the Insured hereby undertake(s) to:

- (a) make a test at least once a week for the purposes of ascertaining the condition of (i) the batteries and (ii) the Brigade connection.
NB-1: As regards (ii) where the Fire Brigade have given a written undertaking to carry out the test, the Insured's responsibility will be confined to requirement (i).
NB-2: Where the Brigade connection is not continuously monitored, test (ii) must be made every weekday (holidays excepted).
- (b) make a test every weekday (holidays excepted) for the purposes of ascertaining the condition of all detector circuits.
NB Where the detector circuits are continuously monitored or such that one break of wires will not prevent a fire alarm being given (eg a ring circuit) this test need not be made.
- (c) obtain promptly a quarterly report from the Installing Engineers and to remedy any defect revealed, and to file such report ready for examination by the Corporation's representative when required.
- (d) send promptly a notification to the Installing Engineers of any serious disablement, disconnection or temporary disuse, from any cause, of the installation (except during the actual testing) and to file a copy of the same with a memorandum of the duration of time the installation was inoperative, ready for the examination of the Corporation's representatives when required.
- (e) notify the Corporation immediately of the removal of any Automatic Fire Alarm installation for which a discount has been allowed, and to return a pro rata share of the discount for the unexpired time.

B Capital Additions

It is agreed that the insurance by this Section shall subject to its terms and conditions extend to cover the following property situated anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

- (a) Any newly erected and/or newly acquired Building and/or Machinery.
and
- (b) alterations additions and improvements to Buildings and/or Machinery but not in respect of any appreciation in value.
provided that
The maximum liability of the Corporation at any one situation under this clause shall not exceed
- (i) 10% of the total Building and Machinery Sum Insured by this Section
or
- (ii) £500,000
whichever is the lower.

The Insured undertake(s) to provide particulars of such extensions of cover as soon as practicable and in any event at intervals of not more than 6 months and to effect specific insurance thereon retrospective to the date of the commencement of the Insured's liability.

C Drains

The insurance by each Item of the Schedule relating to Buildings and Machinery extends to include expenses necessarily and reasonably incurred by the Insured with the consent of the Insurer in cleaning and/or clearing drains, sewers or gutters, the property of the Insured or for which they are responsible following destruction or damage to the Property Insured hereunder by any Contingency hereby insured against.

D Hire Agreements

In consequence of certain property insured under this Section being the subject of Hire Agreements it is understood and agreed that the interest of the Owners is deemed to be included in the protection afforded by this insurance, it being understood that the Insured shall declare the name of any other interested party in the event of loss.

Section 1(b) Property Damage - Buildings, Special Clause B

E Non-Invalidation

The insurance by this Section shall not be invalidated by any act, omission or alteration whereby the risk of destruction or damage is increased unknown to or beyond the control of the Insured provided that immediately they become aware thereof they shall give notice to the Insurer and pay an additional premium if required.

F Automatic Sprinkler System

It is warranted, and the Insured hereby undertake in consideration of the discount and/or reduced rate granted for the automatic sprinkler installation(s) to

- A
- 1 Give written notice to the Insurer if any part of the installation(s) is to be rendered inoperative, or immediately by telephone or facsimile in the event of an emergency
 - 2 permit the Insurer to have access to the Premises at all reasonable times for the purpose of inspecting and witnessing the testing of the installation(s).

B Carry out the following tests, checks and inspections at weekly intervals and promptly rectify any defects, faults or shortcomings revealed by such tests, checks and inspections.

- 1 A test of each installation alarm gong, recording the time taken for the alarm to sound
- 2 A test to ascertain the condition of
 - (i) the circuit between the alarm switch and the control unit,
 - (ii) the connection with the public fire station, central station or public fire brigade control,

NB Where the circuit is not continuously monitored these tests must be carried out each working day

 - (iii) the relevant batteries.

A contract for maintenance and half-yearly inspection of this signalling system must be kept in force with approved engineers.

- 3 An inspection to ensure that all installation main stop valves, all incoming water supply stop valves and any subsidiary stop valves are fully open and secured by means of a suitable strap and padlock.
- 4 Check the alternate or dry installation valves for correct air pressure and settings, including accelerators, exhausters, air compressors and ancillary valves.
- 5 Test the automatic and, where provision has been made, the manual starting of the sprinkler water supply pump(s), ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 30 minutes.
- 6 Check the electrically driven pump(s) to ensure that all isolators and circuit breakers are correctly set, and that all electrical supply phase indicators are illuminated.

- 7 Check the diesel driven pump(s) engine oil level, fuel tank content, internal coolant circuits, battery electrolyte level, battery charger, oil hoses, water hoses, oil coolers, exhaust systems, turbo chargers and drive belt tensions. Where replenishment or rectification is required this shall be effected immediately on conclusion of the tests.

- 8 Check the air pressure tank water level and air pressure and test the air and water charging equipment.

- 9 Check the water storage tank(s) water level, automatic refilling mechanisms, and that incoming supply valves are correctly set and functional together with any frost precautions in operation.

C Display prominently at each sprinklered storage area a notice of the terms agreed with the Insurer which specifies:

- 1 the description of goods which may be stored
- 2 the type of storage
- 3 the maximum height of storage
- 4 the minimum permitted clearance between goods stored and the sprinkler deflectors and comply with the terms of the notice.

G Subrogation Waiver

In the event of a claim arising under this Section the Insurer agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- (a) Any company standing in the relation of parent to subsidiary or subsidiary to parent to the Insured, as defined in Section 154 of the Companies Act 1948.
- (b) Any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary in each case within the meaning of Section 154 of the Companies Act 1948.

H Change in Temperature

The Insurance by each item on Buildings, Machinery and Stock and Materials in Trade under the Section extends to cover destruction or damage to the Property Insured caused by change in temperature resulting from the total or partial destruction or disablement of the refrigerating plant, electrical plant, conditioning plant or apparatus used in connection therewith by any Contingency hereby insured against.

Clauses, Conditions and Warranties applicable to Sections 1(a) and 1(b) Property Damage - Contents and Buildings

Standard Clauses

1 Average

Each of the Sums Insured by this Section, other than those applying solely to Fees, Rent, Removal of Debris, Private Dwelling Houses, Churches or Buildings in Course of Erection is declared to be separately subject to Average - See General Condition 8.

2 Reinstatement

It is hereby agreed unless stated to the contrary in the Schedule that in the event of the property insured under each item of the Schedule on Buildings and/or Machinery being destroyed or damaged, the basis upon which the amount payable under each of the said items of the Schedule is to be calculated shall be the reinstatement of the property destroyed or damaged subject to the following special provisions and subject also to the terms and conditions of this Section except insofar as the same may be varied hereby.

For the purposes of the insurance under this clause 'reinstatement' shall mean the carrying out of the after mentioned work namely

- (a) where property is destroyed, the rebuilding of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new
- (b) where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

- I The work of reinstatement (which may be carried out upon another site in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable dispatch; otherwise no payment beyond the amount which would have been payable under the Section if this clause had not been incorporated therein shall be made.
- 2 When any property insured under this clause is damaged or destroyed in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- 3 No payment beyond the amount which would have been payable under the Section if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.

- 4 Each item insured under this clause is declared to be separately subject to the following Condition of Average, namely:

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the Sum Insured thereon at the commencement of any destruction or damage to such property by any Contingency hereby insured against, then the Insured shall be considered as being his own insurer for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

- 5 No payment beyond the amount which would have been payable under the Section if this clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
- 6 Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Section if this clause had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Section including any Condition of Average therein, as if this clause had not been incorporated therein.

N.B. The provisions of these Reinstatement Conditions do not apply to Employees', Directors', visitors' or customers' personal effects, pedal cycles, tools and instruments.

Clauses, Conditions and Warranties applicable to Sections 1(a) and 1(b) Property Damage - Contents and Buildings

3 Local Authorities

The insurance by each item of the Schedule on Buildings and Machinery extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any act of parliament or with bye laws of any municipal or local authority provided that:

- (1) The amount recoverable under this clause shall not include:
 - (a) the cost incurred in complying with any of the aforesaid regulations or Bye Laws
 - (i) in respect of destruction or damage occurring prior to the granting of this clause,
 - (ii) in respect of destruction or damage not insured by the Section
 - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage,
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Section) of that portion of the property destroyed or damaged,
 - (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye Laws not arisen,
 - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye Laws.
- (2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurer may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye Laws so necessitate) subject to the liability of the Insurer under this clause not being thereby increased.
- (3) If the liability of the Insurer under any item of the Schedule apart from this clause shall be reduced by the application of any of the terms and conditions of the Section and the Policy then the liability of the Insurer under this clause in respect of any such item shall be reduced in like proportion.

(4) The total amount recoverable under any item of the Schedule shall not exceed the sum insured thereby.

(5) All the conditions of this Section and the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

4 Architects', Surveyors and Consultants' Fees

Except where more specifically insured the Sum Insured by each Item of the Schedule other than those relating to Stock and Materials in Trade includes an amount in respect of Architects', Surveyors', Consulting Engineers' Legal and Other Fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim, provided that the liability for such destruction or damage and fees shall not exceed in the aggregate the Sum Insured by each item.

5 Debris Removal (Other than Stock and Materials in Trade)

Except where more specifically insured it is understood that the insurance by each item of the Schedule covering property other than Stock and Materials in Trade extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurer in:

- (a) removing debris,
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said Items(s) destroyed or damaged by any Contingency hereby insured against.

The Insurer will not pay for any costs or expenses:

- (i) incurred in removing debris elsewhere than from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this policy.

The liability of the Insurer under this clause in respect of any item shall in no case exceed the Sum Insured thereby.

6 Notice of Occupancy

Notice is to be given to the Insurer immediately any of the buildings referred to in the Schedule become unoccupied or when any unoccupied portion of such buildings become tenanted and a suitable additional premium is to be paid if required.

Clauses, Conditions and Warranties applicable to Sections 1(a) and 1(b) Property Damage - Contents and Buildings

7 Construction and Heating of Buildings

Unless otherwise stated in the Schedule the buildings are constructed of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos and not artificially heated other than by low pressure hot water or steam, oil fired space heater fed from a fuel tank in the open, overhead gas or electric appliances or by gas or electric fires in offices only.

8 Fire Extinguishing Appliances

Where a discount has been allowed in consideration of the installation of Fire Extinguishing Appliances in accordance with details lodged with the Insurer, the Insured undertakes to maintain the said appliances in efficient working order during the currency of this Section.

Subject to the observance of this undertaking, this Section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the Insured.

9 Designation of Property

For the purpose of determining, where necessary, the item under which any property is insured, the Insurer agrees to accept the designation under which such property has been entered in the Insured's books.

10 Transfer of Interest

If at the time of destruction or damage to any building hereby insured, the Insured shall have contracted to sell his interest in such building and the purchase shall not have been but shall be thereafter completed, the purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the purchaser against such destruction or damage, shall be entitled to the benefit of this Policy so far as it relates to such destruction or damage without prejudice to the rights and liabilities of the Insured or the Insurer under this Section up to the date of completion.

11 Workmen

Joiners and other Tradesmen may be employed effecting repairs and minor structural alterations in all or any of the buildings referred to in the Schedule and this is allowed without prejudice to the insurance hereby.

12 Miscellaneous Properties Extensions

The insurance by each item of the Schedule on Buildings and Machinery is extended to include:

- (a) Telephone, Gas, water and Electrical Instruments, Meters, Piping, Cabling and the like, and all accessories thereof, including similar property in adjoining yards or roadways or underground and pertaining to the Buildings or Contents insured by this Section, all the property of the Insured or for which the insured is responsible.
- (b) Plant Conveyors, Trunks, Cables, Lines, Wires, Service Pipes and other equipment including all supporting structures in the open or adjoining or communicating with a building.

13 Automatic Reinstatement of Sum Insured

In the absence of written notice by the Insured or the Insurer to the contrary the Insurer's liability shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

14 Plan References

Plan references, if any, stated on the Schedule, relate to the Plan(s) lodged with the Insurer.

Clauses, Conditions and Warranties applicable to Sections 1(a) and 1(b) Property Damage - Contents and Buildings

Special Conditions

The undernoted Special Conditions are operative only if specifically mentioned in the Schedule and are subject otherwise to the limits, terms and conditions of these sections.

A Requirements

It is a condition precedent to the Insurer's liability in respect of Damage by an insured Contingency that the requirements set against that Contingency in the Schedule of Requirements are implemented within the timescales specified

B Intruder Alarm

It is a condition precedent to the Insurer's liability in respect of Damage (as hereafter defined) to the Property Insured that

- A Whenever the Premises are closed for business or left unattended they shall be protected by an Intruder Alarm
 - (i) the specification of which has been agreed by the Insurer
 - (ii) which shall be set in its entirety.
- B The Insured shall
 - (i) keep in force during the currency of this Section a contract with a company acceptable to the Insurer to maintain the Intruder Alarm in proper working order
 - (ii) lodge a copy of the maintenance contract with the Insurer and any subsequent alteration thereto
 - (iii) obtain written permission from the Insurer before agreeing to any alteration to
 - (a) the maintenance company's emergency service facilities
 - (b) any part of the Intruder Alarm.
- C If the Police give warning of withdrawal of their services, the Insured shall immediately notify the Insurer.
- D If any defect in the Intruder Alarm is discovered or the police have withdrawn their services the Insured shall
 - (i) immediately notify the Insurer
 - (ii) not leave the Premises unattended without prior consent of the Insurer
 - (iii) put into effect such additional temporary precautions and safeguards as the Insurer may require
 - (iv) notify the Maintenance Company immediately and give immediate instructions for the necessary repairs to be carried out.

Definition of Intruder Alarm

The component parts detailed in the alarm specification which has been agreed by the Insurer and the lines of communication used to transmit signals.

Definition of Damage

for the purposes of this Special Clause only Damage shall mean: Damage caused by Fire, Explosion, Riot, Civil Commotion, Strikers, Locked-out Workers, Malicious Persons or Theft.

C Minimum Security

It is a condition precedent to the Insurer's liability in respect of loss or damage by burglary or housebreaking or any attempt thereat from the Premises occurring more than 14 days after the inception of this Section that:

- 1 all external doors and any internal doors giving access to that part of the Premises occupied by the Insured shall be protected as follows:
 - (a) for timber doors, frames must be at least 45 millimetres thick and must be secured by mortice deadlocks which conform to BS3621. The first closing leaf of double leaf doors must be fitted with bolts top and bottom
 - (b) aluminium framed doors must be fitted with a swing bolt type mortice lock
- 2 all opening sections of external ground floor windows and all other windows accessible from roofs, fire escapes or downpipes must be fitted with key operated window locks and that such locks will be put into operation whenever the Premises are closed for Business or left unattended.

Where the Insured occupies part of the Premises for residential purposes and the only egress is through the business portion of the Premises, the keys to doors and windows should be kept in a secure location and ready for use for the Insured or any member of his/her family in the event of an emergency.

Warranties

The following Warranties are applicable only if the letter set against them appears on the Schedule

D Waste Warranty

It is warranted that all combustible trade waste and refuse be swept up daily and kept in bags or bins and removed from the buildings *at least once a week*.

E Premises Inspection Warranty

It is warranted that an examination of the buildings for smouldering matches, tobacco or other material should be carried out at the close of each day the buildings are in use for business purposes and that signed reports be made daily by an Employee detailed to make the examination and for such reports to be checked *at least once a week* by the management.

F Frying and Cooking Equipment Warranty

It is warranted that:

- (i) all frying and cooking equipment including flues and exhaust ducting shall be securely fixed and free from contact with combustible materials,
- (ii) all flues, exhaust ducting, grease traps and filters shall be cleaned *at least once a month*.

Section 2 Business Interruption

Loss in respect of each item in the Schedule due to interruption of or interference with the Business in consequence of accidental loss or destruction of or damage (such accidental loss, destruction or damage being hereinafter termed Damage) to property used by the Insured at the Premises by any of the following Standard Contingencies stated in the Schedule as being applicable.

Standard Contingencies

- T Theft or attempted theft but excluding Damage
- (a) caused by acts of fraud or dishonesty,
 - (b) caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information or clerical error,
- U Any Contingency not excluded by Section 1a Property Damage (All Risks) of this Policy and Damage not otherwise excluded by Section 1a caused by a Defined Contingency to
- (a) boilers or economisers on the Premises
 - (b) fixed glass
 - (c) glass (other than fixed glass), china, earthenware, marble or other fragile or brittle object,
 - (d) computers or data processing equipment,
 - (e) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft,
 - (f) 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,
 - (g) land, roads, pavements, piers, jetties, bridges, culverts or excavations,
 - (h) livestock, growing crops or trees,
- but excluding Damage caused by
- (i) The deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
- But this shall not exclude loss resulting from
- (a) such Damage resulting from a Defined Contingency or from any other accidental loss, destruction or damage not otherwise excluded,
 - (b) Damage resulting from an ensuing cause and not otherwise excluded
 - (ii) erasure or distortion of information on computer systems or other records:
 - (a) whilst mounted in or on any machine or data processing apparatus, or
 - (b) due to the presence of magnetic flux unless caused by Damage to the machine or apparatus in which the records are mounted.

This Contingency excludes Damage attributable solely to changes in the water table level.

The words 'Defined Contingency' shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal.

Section Memorandum

1 Limit of Liability

The liability of the Insurer under this Section in any one period of insurance shall in no case exceed:

- (a) in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total sum insured by such items
- (b) any limit of liability shown in the Schedule or such other sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

Special Conditions applicable to Section 2

- 1 The insurance by this Section shall be avoided if:
 - (a) the Business be would up or carried on by a liquidator or receiver or permanently discontinued
or
 - (b) the Insured's interest ceases otherwise than by death at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.
- 2 This insurance does not cover loss resulting from any Damage occasioned by or happening through explosion (whether the explosion by occasioned by fire or otherwise) except as stated in this Section.
- 3 This insurance does not cover loss resulting from pollution or contamination except in respect of Standard Contingency U, unless otherwise excluded, loss resulting from Damage to property or any part thereof used by the Insured at the Premises for the purpose of the Business caused by
 - (i) pollution or contamination at the Premises which itself results from a Defined Contingency,
 - (ii) any Defined Contingency in (i) above which itself results from pollution or contamination.
- 4 On the happening of any Damage in consequence of which a claim is or may be made under this Section the Insured shall give notice in writing to the Insurer and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss, and in the event of a claim being made under this Section

Section 2 Business Interruption

shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurer may in writing allow, at his own expense deliver to the Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances covering the Damage or any part of it or consequential loss of any kind resulting therefrom. The Insured shall at his own expense also produce and furnish to the Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Insurer for the purpose of investigating or verifying the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Insurer forthwith.

- 5 The Insurer's liability under this Section is conditional on there being in force at the time of the happening of the Damage an insurance covering the interest of the Insured in the property at the Premises against such Damage and that payment shall have been made or liability admitted therefor.

or

that payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Section 2 Business Interruption Special Contingencies A-E

The insurance by this Section is extended to include the following SPECIAL CONTINGENCIES only where the letter set against each appears in the Schedule, subject otherwise to the limits, terms, conditions and exclusions of this Section.

- A Damage caused by SUBSIDENCE OR GROUND HEAVE of the site on which the property stands OR LANDSLIP but excluding
- (1) Damage caused by
 - (a) collapse, cracking, shrinkage or settlement of buildings or any part thereof.
 - (b) coastal erosion
 - (c) defective design, inadequate construction of foundations
 - (d) demolition, structural alteration or repair
 - (e) settlement or movement of made-up ground
 - 2 Damage to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences unless specifically insured and then only when such Damage occurs also to property insured against such Damage.

In respect of Special Contingencies B, C, D and E below the Section is extended to cover loss in accordance with the provisions detailed arising from interruption of or interference with the Business carried on at the Premises.

- B ACTION BY THE POLICE AUTHORITY following a danger or disturbance in the vicinity of the Premises whereby access thereto shall be prevented, any such occurrence being deemed to be Damage,
provided that there shall be no liability under this Special Contingency for loss resulting from interruption of the Insured's Business during the first full working day of the Indemnity Period.
- C ACCIDENTAL FAILURE of the supply of ELECTRICITY at the terminal ends of the Public Supply undertaking's service feeders at the Premises not occasioned by
- (a) the deliberate act of any supply authority nor by the exercise by any such authority of its power to withhold or restrict supply,
 - (b) any industrial action,
provided that no liability shall attach under this Special Contingency unless the duration of such accidental failure exceeds thirty minutes.

- D ACCIDENTAL FAILURE of the supply of GAS at the Gas Board's meters at the Premises not occasioned by
- (a) the deliberate act of any supply authority nor by the exercise of any such authority of its power to withhold or restrict supply,
 - (b) any industrial action,
provided that no liability shall attach under this Special Contingency unless the duration of such accidental failure exceeds thirty minutes.
- E ACCIDENTAL FAILURE of the supply of WATER at the Water Authority's main stop cock at the Premises not occasioned by
- (a) the deliberate act of any supply authority nor by the exercise by any such authority of its power to withhold or restrict supply,
 - (b) any industrial action,
 - (c) drought,
provided that no liability shall attach under this Special Contingency unless the duration of such accidental failure exceeds thirty minutes.

Section 2 Business Interruption - Extensions

EXTENSIONS

The undernoted extensions are operative only if specifically mentioned in the Schedule and are subject otherwise to the limits, terms, conditions and exclusions of this Section.

Subject to the Conditions of the Section loss as insured by Item 1 of this Section resulting from interference with or interruption of the Business in consequence of damage at the undernoted situations or to the property as undernoted by any of The Standard Contingencies specified in the Schedule as being applicable to such situations or property shall be deemed to be loss resulting from Damage to the property used by the Insured at the Premises, provided that, after the application of all other terms, provisions and conditions of the Section the liability under each Extension in respect of any one occurrence shall not exceed

- (a) the percentage of the total Sum Insured (or 133¹/₃% of the Estimated Amount) by Item 1 of this Schedule
- or
- (b) the amount shown in the Schedule as the Limit

A Specified Suppliers

The premises of those suppliers which are detailed in the Schedule.

B Unspecified Suppliers and Storage Sites

The premises of any other of the Insured's suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any supply undertaking from which the Insured obtains electricity, gas or water or telecommunications services, and premises not in the occupation of the Insured, where the property of the Insured is stored, all in Great Britain or Northern Ireland.

C Specified Customers

The premises of those customers which are detailed in the Schedule.

D Unspecified Customers

The premises of any other of the Insured's customers.

E Motor Vehicle Manufacturers

The premises of those motor vehicle manufacturers which are detailed in the Schedule.

F Property Stored

Property of the Insured whilst stored anywhere in Great Britain or Northern Ireland elsewhere than at any premises in the occupation of the Insured.

G Patterns

Patterns, jigs, models, templets, moulds, dies, tools, plans, drawings and designs, the property of the Insured or held by them in trust or on commission for which they are responsible whilst at the premises situated in Great Britain or Northern Ireland of any machine makers, engineers, founders or other metal workers but excluding any premises wholly or partly occupied by the Insured, and whilst in transit by road, rail or inland waterway in Great Britain or Northern Ireland.

H Transit

Property of the Insured whilst in transit by road, rail or inland waterway in Great Britain or Northern Ireland, but it is understood that damage arising from impact to or collision with the conveying road or rail vehicle or waterborne craft is specifically excluded from this extension.

J Motor Vehicles

Motor Vehicles the property of the Insured whilst in Great Britain or Northern Ireland elsewhere than at any premises in the occupation of the Insured.

K Contract Sites

Any situation in Great Britain or Northern Ireland not in the occupation of the Insured where the Insured is carrying out a contract.

L Exhibition Sites

Any situation in Great Britain or Northern Ireland not in the occupation of the Insured where the Insured is exhibiting his goods for sale.

M Public Utilities (Electricity)

Property at any generating station or sub-station of the public electricity supply; undertaking from which the Insured obtains electricity.

N Public Utilities (Gas)

Property at any land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith from which the Insured obtains gas.

P Public Utilities (Water)

Property at any water works or pumping station of the public water supply undertaking from which the Insured obtains water.

Q Prevention of Access

Property in the vicinity of the Premises, destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not.

R Damage In The Vicinity

Property in the vicinity of the Premises, destruction of or damage to which shall cause loss of custom to the Insured directly due to loss of amenities in the immediate vicinity of the Premises, whether the Premises or property of the Insured therein shall be damaged or not.

Section 2 Business Interruption

Item No.	Sum Insured	Maximum Indemnity Period
<p>1 Revenue</p> <p>Settlement Provisions</p> <p>The insurance under Item No. 1 is limited to loss due to (a) REDUCTION IN REVENUE and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:</p> <p>(a) IN RESPECT OF REDUCTION IN REVENUE: the amount by which the actual Revenue during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Revenue</p> <p>(b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction thereby avoided</p> <p>less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Revenue as may cease or be reduced in consequence of the Damage</p> <p>provided that if the Sum Insured by this item be less than the Annual Revenue, (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months) the amount payable shall be proportionately reduced.</p> <p>Definitions</p> <p><i>Note 1:</i> To the extent that the Insured is accountable to the Tax Authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.</p> <p><i>Note 2:</i> For the purpose of these definitions any adjustment implemented for Current Cost Accounting shall be disregarded.</p> <p>Revenue</p> <p>As stated in the Schedule</p> <p>Indemnity Period</p> <p>The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected on consequence of the Damage.</p>	<p>As stated in the Schedule</p>	<p>The number of months stated in the Schedule.</p> <p>Annual Revenue</p> <p>The Revenue during the twelve months immediately before the date of the Damage</p> <p>Standard Revenue</p> <p>The Revenue during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period</p> <p>Memoranda</p> <p><i>Memorandum 1 Alternative Premises</i></p> <p>If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Revenue during the Indemnity Period.</p> <p><i>Memorandum 2 Professional Accountants</i></p> <p>Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Corporation under Special Condition 4 of this Section for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.</p> <p>The Corporation will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Corporation under the terms of Special Condition 4 of this Section and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under this Section shall in no case exceed the total Sum Insured by this Section.</p>

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

continued

Section 2 Business Interruption

Memorandum 3 Premium Adjustment

In the event of the Revenue earned (or a proportionately increased multiple thereof if the Maximum Indemnity Period exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by the Insured's Auditors being less than the Sum Insured thereon a pro rata return of premium not exceeding fifty per cent the premium paid on such Sum Insured for such period of Insurance will be made in respect of the difference. If any Damage shall have occurred giving rise to a claim under this Section such return shall be made in respect only of so much of the said difference as is not due to such Damage.

Section 2 Business Interruption

Item No.	Sum Insured
1 On Increase in Cost of Working	As stated in the Schedule
2 On Auditors' or Accountants' charges	As stated in the Schedule

Settlement Provisions

The insurance under Item No. 1 is limited to Increase in Cost of Working and the amount payable as indemnity thereunder shall be the additional expenditure necessarily and reasonably incurred in consequence of the Damage in order to continue the office facilities of the Business during the Indemnity Period

But not exceeding

in respect of the first three months of the Indemnity Period:

Twenty-five per cent of the Maximum Limit

in respect of each subsequent month of the Indemnity Period:

that proportion of the Remainder Limit which the one month bears to the Remainder Period of to nine months whichever is the longer

Nor in all The Maximum Limit(s) as defined hereunder relative to the office(s) damaged by the Damage.

The insurance under Item No. 2 is limited to the reasonable charges payable by the Insured to their Auditors or to their Professional Accountants for producing and reporting any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Corporation under the terms of Special Condition 4 of this Section.

Definitions

Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage.

Maximum Indemnity Period

The number of months as stated in the Schedule.

Maximum Limit

The amount arrived at by dividing the Sum Insured under Item No. 1 by the number of separate offices at all the premises, except that if one or more office(s) is identified in the Schedule as carrying a special limit the Maximum Limit for such office(s) shall be the sum produced by applying the 'Percentage Limit' shown respectively against each to the Sum Insured by this Item leaving a reduced amount to be divided between the remaining offices in equal proportions as aforesaid, or alternatively where the limit is shown as an amount such an amount shall be the Maximum Limit for the office concerned.

Remainder Limit

The Maximum Limit less the money paid or payable for loss during the first three months of the Indemnity Period.

Remainder Period

The Maximum Indemnity Period less 3 months.

Section 3 Employer's Liability

Contingency

In the event of Bodily Injury sustained by any Employee arising out of and in the course of his or her employment by the Insured in the Business and caused within the Territorial Limits during the Period of Insurance the Insurer will indemnify the Insured against

- 1 legal liability to such Employee for Compensation up to the Limit of Indemnity and
- 2 Costs and Expenses

Indemnity to Other Persons

- 1 If the Insured so requests the Insurer will indemnify
 - (a) any director of the Insured
 - (b) any Employee
 - (c) any principal for whom the Insured is carrying out a contract for the performance of work but only to the extent required by the contract conditions
 - (d) the owners of the plant hired in by the Insured but only to the extent required by the hiring conditions

against legal liability in respect of which the Insured would have been entitled to Indemnity under the Section if the claim had been made against the Insured.

- 2 If the Insured so requests the Insurer will also indemnify
 - (a) the officers, committees and members of organisations established in order to provide canteen or sports and social facilities or educational or welfare services primarily for the benefit of Employees
 - (b) persons providing first aid, ambulance, fire or security services primarily in connection with the Premises
 - (c) any director or Direct Employee of the Insured in respect of private work undertaken by any Employee for such director or Direct Employee with the prior consent of the Insured

against legal liability arising from the provision of such facilities or services or work

provided that each of the parties indemnified under this Section will as if they were the Insured be subject to the terms of the Section and the Policy insofar as they can apply and that the total amount payable in respect of Compensation as a result of indemnifying such parties will not exceed the Limit of Indemnity.

Indemnity to Personal Representatives

The Insurer will indemnify the personal representatives of the Insured in respect of legal liability incurred by the Insured subject to, the terms of this Section and the Policy insofar as they can apply.

Extension Clauses to this Section

A Legal Expenses Arising From Health and Safety Legislation

- 1 In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order.1978 or similar safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

or

- 2 In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

which arises in connection with the Business and which occurs during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

the Insurer will provide indemnity up to the Limit of Indemnity against legal fees and expenses incurred in representing the Insured in such proceedings including appeals against results of such proceedings.

This indemnity will not apply

- (a) in respect of fines or penalties of any kind
- (b) to proceedings relating to the health and safety of any person other than an Employee
- (c) to proceedings consequent upon a deliberate act or omission by the Insured
- (d) to persons other than the Insured or any director or Direct Employee of the Insured
- (e) where there is an indemnity provided by a legal expenses insurance policy.

Section 3 Employer's Liability

B Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Direct Employee in respect of Bodily Injury to the Direct Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any Court situate in those countries and remaining unsatisfied in whole or in part six months after the date of such judgement, the Insurer will at the request of the Insured indemnify up to the Limit of Indemnity the Direct Employee or the personal representatives of the Direct Employee up to the amount of any such damage and any awarded costs to the extent that they remain unsatisfied.

Provided that

- (a) there is no appeal outstanding
- (b) if any payment is made hereunder the Direct Employee or the personal representatives of the Direct Employee shall assign the judgement to the Insurer.

Avoidance Clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law ordinance or statute relating to compulsory insurance of liability to employees but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law ordinance or statute.

Special Clauses and Endorsements

This Section is subject to the Special Clauses and Standard and Special Endorsements (if any) indicated in the Schedule as applying to this Section.

Definitions

For the purposes of this Section only the following Definitions apply

The Business

The Business means

- 1 activities directly connected with the Business stated in the Schedule
- 2 Ancillary Activities as defined below

to the extent that they are conducted at or from premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Ancillary Activities

Ancillary Activities means

- 1 ownership, use, repair, maintenance and decoration of the Premises
- 2 repair or maintenance of vehicles or plant owned and used by the Insured
- 3 the provision and management of canteen, social, sports and social facilities and educational and welfare services established primarily for the benefit of any Employee of the Insured
- 4 the provision of first aid, ambulance, fire and security services primarily in connection with the Premises
- 5 participation in exhibitions held in member countries of the European Economic Community in connection with the Business stated in the Schedule.

Ancillary Activities includes private work undertaken by any Employee for the Insured or for any director or Direct Employee with the prior consent of the Insured.

Bodily Injury

Bodily Injury to the person including death, illness, disease or nervous shock

Territorial Limits

The Territorial Limits are

- 1 anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including designated areas of the continental shelf surrounding Great Britain and foreign sections of cross boundary petroleum fields as defined in the Employment (Continental Shelf) Act 1978
or
- 2 elsewhere in the world wherever an Employee is or has been temporarily employed providing that the Employee is normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and is not outside such countries for more than six months in any one year.

Compensation

Compensation means the amount awarded by a Court of Law in respect of damages including interest thereon.

Costs and Expenses

Costs and Expenses means

- 1 any claimant's legal costs for which the Insured is legally liable
- 2 all costs and expenses incurred with the Insurer's written consent
- 3 all solicitors' fees for legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
or
 - (b) Proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty

in connection with any event which is or may be the subject of indemnity under this Section.

Section 3 Employer's Liability

Limit of Indemnity

Means the amount stated in the Schedule.

Direct Employee

For the purposes of this Section Direct Employee means any person who is

- 1 under a contract of service or apprenticeship with the Insured
- 2 supplies under a Youth Training Scheme or Job Training Scheme or similar Government Scheme while working under the control of the Insured in connection with the Business

Special Condition

Adjustment of Premium

If the premium has been calculated on estimates given by the Insured

- (a) the Insured will keep an accurate record containing all relevant particulars which will be available to the Insurer for inspection and
- (b) within one month after the expiry date shown in the Schedule the Insured will supply to the Insurer an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or allowed to the Insured subject to the Insurer retaining any minimum premium specified in the Schedule or if no minimum premium is specified in the Schedule the Insurer's normal minimum premium for this class of risk and
- (c) should the Insured fail to supply such a statement within one month after the expiry date shown in the Schedule the Insurer shall be entitled if it so wishes to charge an additional premium in respect of that Period of Insurance

C Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

The Insurer will indemnify the Insured in respect of

- 1 legal fees and expenses incurred with the Insurer's written consent for defending proceedings, including appeals
- 2 costs of prosecution awarded against the Insured

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The Insurer will not provide indemnity

- 1 *unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the Territorial Limits and in connection with the Business.*
- 2 *in respect of proceedings which*
 - (a) *result from any deliberate act or omission by the Insured.*
 - (b) *relate to any person other than an Employee.*

3 *in respect of any*

(a) *fines.*

(b) *remedial or publicity orders or any steps required to be taken by such orders.*

4 *where indemnity is provided by another insurance policy.*

EXCEPTION

This Section does not apply to liability in respect of any Bodily Injury sustained by any Person Employed

(i) *carried in or upon a vehicle*

or

(ii) *entering or getting on to, or alighting from, a vehicle where such Bodily Injury is caused by or arises out of the use by the Insured of a vehicle on a road.*

For the purposes of this EXCEPTION, the expressions 'road', 'use', and 'vehicle' have the same meanings as in the Road Traffic Act 1988 or any similar subsequent legislation.

Special Clauses

The undernoted Special Clauses apply only if the letter set against them appears in the relevant place in the Schedule and are subject otherwise to the limits, terms, exceptions, conditions and definitions of the Section.

A Injuries to Working Partners or Proprietors

In respect of Bodily Injury sustained by any working partner or proprietor named as the Insured in the Schedule the Insurer will for the purposes of this Section deem such person to be an Employee provided that the Insurer will only be liable under this Special Clause where

- (a) the Bodily Injury is sustained while such partner or proprietor is working in connection with the Business and
- (b) the Bodily Injury is caused by the negligence of another partner, proprietor or Employee whilst working in the Business and
- (c) the injured partner or proprietor has a valid right of action in negligence against the person responsible for such Bodily Injury.

B Height Limit

The Insurer will not be liable in respect of work undertaken by any Employee at a height above ground level (or floor level in the case of work inside a building or structure) which exceeds the Height Limit shown in the Schedule.

Section 4 Public and Products Liability

Contingency

In the event of accidental

- 1 Personal Injury
or
- 2 loss of or damage to Property
or
- 3 obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement

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

the Insurer will indemnify the Insured against

- 1 legal liability for Compensation up to the Limit of Indemnity
and
- 2 Costs and Expenses

Extension Clauses to this Section

In respect of the circumstances specified in the following Clauses the Insurer will provide indemnity up to the Limit of Indemnity subject to the terms of the relevant Clause and subject otherwise to the terms of this Section and the Policy

provided that in respect of Clauses B-M inclusive the circumstances arise in connection with the Business and that the event giving rise to legal liability occurs during the Period of Insurance and within the Territorial Limits

A Indemnity to Other Persons

- 1 If the Insured so requests the Insurer will indemnify
 - (a) any partner or director of the Insured
 - (b) any Employee
 - (c) any principal for whom the Insured is carrying out a contract for the performance of work but only to the extent required by the contract conditions
 - (d) the owners of plant hired in by the Insured but only to the extent required by the hiring conditions

against legal liability in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured.

- 2 If the Insured so requests the Insurer will also indemnify
 - (a) the officers, committees and members of organisations established in order to provide canteen or sports and social facilities or educational or welfare services primarily for the benefit of Employees
 - (b) persons providing first aid, ambulance, fire or security services primarily in connection with the Premises

- (c) any director or Direct Employee of the Insured in respect of private work undertaken by any Employee for such director or Direct Employee with the prior consent of the Insured

against legal liability arising from the provision of such facilities or services of work

provided that each of the parties indemnified under this Section will as if they were the Insured be subject to the terms of the Section and Policy insofar as they can apply and that the total amount payable in respect of Compensation as a result of indemnifying such parties will not exceed the Limit of Indemnity.

Indemnity to Personal Representatives

In respect of liability incurred by any person entitled to indemnity the Insurer will indemnify their personal representatives in the terms and subject to the limitations which applied to such person.

B Legal Expenses Arising from Health and Safety Legislation

- 1 In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar safety legislation of Great Britain, Northern Ireland the Isle of Man or the Channel Islands
or
- 2 In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

which arises in connection with the Business and which occurs during the Period of Insurance and within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

the Insurer will provide indemnity up to the Limit of Indemnity against legal fees and expenses incurred in representing the Insured in such proceedings including appeals against the results of such proceedings.

This indemnity will not apply

- 1 in respect of fines or penalties of any kind
- 2 to proceedings relating to the health and safety of any Employee
- 3 to proceedings consequent upon a deliberate act or omission by the Insured
- 4 to persons other than the Insured or any director or Direct Employee of the Insured
- 5 where there is an indemnity provided by a legal expenses insurance policy.

Section 4 Public and Products Liability

C Defective Premises Act Liability

Where the Insured is legally liable for accidental Bodily Injury or loss of or damage to Property by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by the Insured and which prior to disposal were owned by the Insured the Insurer will provide indemnity against such legal liability.

D Cross Liabilities

Where there is more than one party named as the Insured in the Schedule this Section will apply separately to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and the Insurer agrees to waive all rights of subrogation against any of these parties

provided that the total amount payable in respect of Compensation does not exceed the Limit of Indemnity.

E Motor Contingent Liability

Where the Insured is legally liable for accidental Bodily Injury or loss of or damage to Property arising out of the use of any motor vehicle in connection with the Business the Insurer will indemnify the Insured against such legal liability.

This indemnity will not apply

- (a) in respect of any vehicle owned or provided by the Insured or any Principal for whom the Insured is working or any sub-contractor acting for or on behalf of the Insured
- (b) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon
- (c) while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or of the Insured's representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence
- (d) to legal liability in respect of which the Insured is entitled to indemnity under any other insurance
- (e) outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

For the purposes of this Extension Clause the term Insured shall mean only the Insured named in the Schedule and no other party.

F Overseas Personal Liability

- 1 Where the Insured or any director or Direct Employee of the Insured is visiting a country outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for less than six months continuously in connection with the Business the Insurer will provide indemnity to the Insured and if the Insured so requests to
 - (a) any director or Direct Employee of the Insured
 - (b) any spouse or child of the Insured or director or Direct Employee of the Insured accompanying such Insured or director or Direct Employee of the Insuredagainst legal liability incurred in a personal capacity for accidental Bodily Injury or loss of or damage to Property occurring during such a visit.
- 2 Where the Insured is an individual the indemnity also applies within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The indemnity described in this Extension Clause will not apply to legal liability

- (a) arising from any agreement or contract unless liability would have existed otherwise
- (b) arising out of the ownership or occupation of land or buildings
- (c) arising from the carrying on of any trade or profession
- (d) where indemnity is provided by any other insurance
- (e) arising from the ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically-propelled vehicles, aircraft or watercraft.

G Tenant's Liability for Hired or Rented Premises

Where the Insured is legally liable for loss of or damage to premises (or fixtures or fittings thereof) hired or rented to the Insured for the purpose of occupancy by the Insured the Insurer will provide indemnity against such legal liability.

This indemnity will not apply to

- (a) the first £100 of such loss or damage caused other than by fire or explosion
- (b) loss or damage caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured.

Section 4 Public and Products Liability

H Liability for Buildings Temporarily Occupied

Where buildings (other than buildings comprising The Works) are temporarily occupied by the Insured for the purposes of carrying out work in connection with the Business the Insurer will provide indemnity against legal liability in respect of loss of or damage to such buildings or their contents occurring during the Insured's occupancy provided that such buildings are not owned, leased, hired or rented by the Insured or any sub-contractor acting for or on behalf of the Insured.

I Car Park and Cloakroom Liability

Where vehicles or personal effects of persons other than the Insured are held in trust by or in the custody or control of the Insured the Insurer will provide indemnity against legal liability in respect of loss of or damage to such Property provided that such Property

- (a) is not being stored by the Insured for a fee or other consideration and
- (b) is not held in trust by or in the custody or control, of the Insured for the purposes of work being carried out on such Property.

J Property being worked on

Where the Insured is working on Property not belonging to the Insured or in the Insured's custody or control and causes damage to such Property the Insurer will provide indemnity against legal liability for such damage.

This indemnity will not apply to the first £100 of such damage

K Use of Mobile Plant is a Tool of Trade

Where any mobile crane or excavator or other item of mobile plant is in use solely as a tool of trade the Insurer will provide indemnity against legal liability for accidental Bodily Injury or loss of or damage to Property caused by such use other than loss or damage to the plant itself or to anything being lifted, lowered or pulled by such plant.

The indemnity will not apply in circumstances where it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation.

L Obstructing Vehicles

Where any vehicle is causing an obstruction and interfering with the performance of the Business the Insurer will provide indemnity against legal liability for accidental Bodily Injury or loss of or damage to Property arising from the movement of such vehicle by the Insured or any Direct Employee of the Insured or the application of a wheel clamp to the vehicle provided that

- (a) if such obstructing vehicle is being moved on a road within the meaning of the Road Traffic Acts such use will be restricted solely to the minimum movement of the vehicle required to obtain access to or exit from the Insured's premises

- (b) if a wheel clamp is attached to a vehicle a bold warning notice to this effect will be attached to the windscreen of such vehicle.

The indemnity will not apply in circumstances where it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation.

M Consumer Protection Act 1987

The Insurer will provide indemnity to the Insured and if the Insured so requests any director, partner or Employee in respect of:

- 1 costs of prosecution awarded against the Insured or any director, partner or Employee
- 2 legal fees and expenses incurred with the Insurer's consent in defence of and

arising from criminal proceedings brought or in an appeal against conviction from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987.

Provided that

- (a) The proceedings refute to an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Insured's Business.
- (b) The indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) where indemnity is provided by any other insurance
 - (iii) to proceedings consequent upon any deliberate act or omission.

This Extension Clause does not apply where Special Clause C-Exclusion of Products is shown as applicable in the Schedule

N Member to Member liability

This Policy shall indemnify in like manner to the Insured each member and official of the Insured whilst such person is taking part in the activities of the Theatre Club or Society provided that:

- a such person is not entitled to an indemnity under any other policy
- b such person shall observe fulfil and be subject to the terms Exceptions and Conditions of this Policy in so far as they can apply
- c in the event of a claim being made by such person against an Employee of the Insured the Company will indemnify that Employee in like manner to the Insured subject to the terms of this endorsement
- d the Company shall have the full conduct and control of all claims made under this endorsement
- e the cover granted by this endorsement shall not operate to increase the Company liability beyond the amount shown on the Schedule as the Limit of Indemnity.

Section 4 Public and Products Liability

O Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

The Insurer will indemnify the Insured in respect of

- (a) legal fees and expenses incurred with the Insurer's written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against the Insured

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The Insurer will not provide indemnity

- 1 *unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the Territorial Limits and in connection with the Business.*
- 2 *in respect of proceedings which*
 - (a) *result from any deliberate act or omission by the Insured.*
 - (b) *relate to any Employee.*
- 3 *in respect of any*
 - (a) *finer.*
 - (b) *remedial or publicity orders or any steps required to be taken by such orders.*
- 4 *where indemnity is provided by another insurance policy.*

EXCEPTIONS TO SECTION 4

The Insurer will not be liable in respect of

- 1 *Personal Injury to any Employee or to any working partner or proprietor comprising the Insured arising out of and in the course of employment by the Insured in the Business*
- 2 *Liability arising out of the possession, ownership or use by or on behalf of the Insured or any person entitled to indemnity under this Section of any*
 - (a) *mechanically propelled vehicle or trailer attached thereto used in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation*
 - (b) *aircraft, aerial device, hovercraft or watercraft.*

Provided there is no indemnity afforded under any more specific insurance this exception will not apply to

 - (i) *the loading or unloading of motor vehicles or trailers*
 - (ii) *the circumstances described in Extension Clauses E or K or L*
 - (iii) *watercraft which are less than 8 metres in length*
 - (iv) *barges used solely on inland waterways.*
- 3 *Loss of or damage to*
 - (a) *The Works*
 - (b) *property belonging to or hired to the Insured*
 - (c) *property which is held in trust by or held in the custody or control of the Insured or any Employee or any party who is carrying out work on behalf of*

the Insured where such property is held for the purposes of

- (i) *sale, supply, transportation or storage*
or
- (ii) *work being carried out at the Insured's normal place of business or that of the party carrying out the work*

by or on behalf of the Insured other than in the circumstances described in Extension Clauses G or H or I

- (d) *property for which there is a contractual requirement to effect insurance (other than public liability insurance)*
- (c) *property for which there is a contractual, requirement to effect insurance by reason of Clause 21.2.1 of the 1980 Edition of the Joint Contracts Tribunal Conditions of Contract (or the corresponding clause in any prior version or any subsequent revision or substitution thereof) or by any clause of similar intent under any other conditions of contract.*
- 4 (a) *loss of or damage to*
or
 - (b) *cost incurred by anyone in repairing, removing, replacing, re-applying, rectifying or reinstating any Products Supplied or Contract Work Executed other than Products Supplied or Contract Work Executed under a separate, previously completed contract.*
- 5 *The cost incurred by anyone in*
 - (a) *recalling or altering or making refunds in respect of any Products Supplied or Contract Work Executed*
 - (b) *rectifying defective Contract Work Executed*
 - (c) *remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by the Insured*
- 6 *Liquidated damages or penalty clauses or fines or punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.*
- 7 *Advice, instruction, consultancy, design, formula specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.*
- 8 *Liability arising out of Products Supplied with the knowledge of the Insured or Contract Work Executed by or on behalf of the Insured which could affect*
 - (a) *the navigation, propulsion or safety of any aircraft or other aerial device*
 - (b) *the safety or operation of nuclear installations.*
- 9 *Any Products Supplied by or on behalf of the Insured where legal liability has been accepted by agreement (other than liability arising out of a condition or warranty of goods implied by Law) unless such liability would have attached in the absence of such agreement.*

Section 4 Public and Products Liability

- 10 (a) *All pollution or contamination of buildings or other structures or of water or land or the atmosphere and*
- (b) *all Personal Injury or loss of or damage to Property directly or indirectly caused by such pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred on the date that the Insured first becomes aware of such incident.*

- 11 (a) *exposure to*
- (b) *inhalation of*
- (c) *fears of the consequences of exposure to or inhalation of*
- (d) *the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of*

Asbestos including any product containing Asbestos.

Definitions

The Business

For the purposes of this Section the Business means

- 1 activities directly connected with the Business stated in the Schedule
- 2 Ancillary Activities as defined below to the extent that they are conducted at or from premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Ancillary Activities

For the purposes of this Section Ancillary Activities means

- 1 ownership, use, repair, maintenance and decoration of premises occupied by the Insured
- 2 repair or maintenance of vehicles or plant owned and used by the Insured
- 3 the provision and management of canteen, sports and social facilities and educational and welfare services established primarily for the benefit of any Employee
- 4 the provision of first aid, ambulance, fire and security services primarily in connection with premises occupied by the Insured
- 5 participation in exhibitions held in member countries of the European Economic Community

in connection with the Business states in the Schedule.

Ancillary Activities include private work undertaken by any Employee for the Insured or for any director or Direct Employee of the Insured with the prior consent of the Insured.

Bodily Injury

Bodily Injury includes death, illness, disease or nervous shock

Personal Injury

Personal Injury means Bodily Injury and wrongful arrest, detention, imprisonment or eviction of any person or wrongful accusation of shoplifting.

Compensation

Compensation means the amount awarded by a Court of Law in respect of damages including interest thereon.

Costs and Expenses

Costs and Expenses means

- 1 any claimant's legal costs for which the Insured is legally liable
- 2 all cost and expenses incurred with the Insurer's written consent
- 3 all solicitors' fees for legal representation at:
 - (a) any Coroner's Inquest or Fatal Accident Inquiry or
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty

in connection with any event which is or may be the subject of Indemnity under this Section.

Direct Employee

For the purposes of this Section Direct Employee means any person who is

- 1 under a contract of service or apprenticeship with the Insured
- 2 supplied under a Youth Training Scheme or Job Training Scheme or similar Government Scheme while working under the control of the Insured in connection with the Business.

Limit of Indemnity

Limit of Indemnity means the amount specified as such in the Schedule and the liability of the Insurer for all Compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity but in respect of Products Supplied or pollution or contamination the Limit of Indemnity shall apply to all insured events occurring in any one Period of Insurance.

Costs and Expenses recoverable under this Section will be paid in addition to the Limit of Indemnity except that in respect of any claim brought in the United States of America or any territory within its jurisdiction the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses.

Section 4 Public and Products Liability

The Works

The Works means all works executed or to be executed by or on behalf of the Insured and all materials brought to the site of The Works for incorporation therein and all plant, tools, equipment, temporary work, temporary buildings or any other property brought onto or adjacent to the site for the purpose of the execution of The Works.

Contract Work Executed

Contract Work Executed means work carried out by or on behalf of the Insured away from the Insured's normal place of business or that of the party who carried out the work on behalf of the Insured and which at the time of the event giving rise to a claim under this Section is

- 1 no longer the property of
and
- 2 not under the custody or control of the Insured or any Employee.

Asbestos

Asbestos means asbestos, asbestos fibres or any derivatives of asbestos.

Products Supplied

Products Supplied means goods including labels and containers and packaging

- 1 on which work has been completed by or on behalf of the Insured at the Insured's normal place of business or that of the party who carried out the work on behalf of the Insured
or
- 2 which have been handled, stored, sold, supplied, transported or financed by the Insured and which at the time of the event giving rise to a claim under this Section are not under the custody or control of the Insured or any Employee.

Property

Property means material property.

Territorial Limits

The Territorial Limits referred to in this Section are

- 1 anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including designated areas of the continental shelf surrounding Great Britain and foreign sections of cross boundary petroleum fields as defined in the Employment (Continental Shelf) Act 1978
or
- 2 elsewhere in the world in connection with the activities of any Employee provided such Employee is normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and is not outside such countries for more than six months in any one year
or
- 3 anywhere in the world in connection with Products Supplied at or from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Special Conditions Applicable to Section F

1 Excess

In respect of each and every event resulting in loss of or damage to Property arising from work by or on behalf of the Insured away from the Insured's normal place of business the Insurer will not be liable for the amount of any Excess (or any lesser amount for which a claim may be settled) shown in the Schedule which may apply in the circumstances of such claim and the relevant Excess must be paid by the Insured towards the settlement of the claim as a condition precedent to any liability of the Insurer.

2 Adjustment of Premium

If the premium has been calculated on estimates given by the Insured

- (a) within one month after the expiry of each Period of Insurance the Insured will supply to the Insurer an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or allowed to the Insured subject to the Insurer retaining any minimum premium
and
- (b) should the Insured fail to supply such a statement within one month after the expiry of each Period of Insurance the Insurer shall be entitled if it so wishes to charge an additional premium in respect of that Period of Insurance.

Special Clauses and Endorsements

This Section is subject to any Special Clauses and Standard Endorsements indicated in the Schedule as applying to this Section and any such Special Clause or Standard Endorsement is subject otherwise to the limits, terms, exceptions and conditions of this Section.

Special Clauses

A Excluding Liability For Products Supplied

The Insurer will not be liable under this Section in respect of Products Supplied whether or not these are incorporated into Contract Work Executed.

This exception does not apply

- 1 food or drink intended to be consumed on the Insured's premises
- or
- 2 the disposal of assets consisting of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is not required for that purpose

B Exclusion of Products Supplied with the knowledge of the Insured to the United States of America or the Dominion of Canada

The Insurer will not be liable under this Section in respect of any Products Supplied including Products Supplied prior to the inception of this Section which the Insured knows or could reasonably have expected to would be used within the United States of America or the Dominion of Canada.

Theatres Combined Insurance

Employers Liability Section

The following endorsements are applicable:

1400 Offshore - Excluding

This section does not apply to liability in respect of any claim arising in connection with work undertaken in or on (including travel to from and within) any offshore accommodation exploring drilling or production rig/installation or offshore support vessel

1461 Limit of Indemnity

The liability of the Insurer under this Section of the Policy including Costs & Expenses in respect of any one claim or series of claims arising out of any one event or all events in of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the schedule

505 Third EC Motor Insurance Directive (Employers Liability)

This section does not apply to liability in respect of any Bodily Injury sustained by any Person Employed

- 1 carried in or on a vehicle
- 2 entering or getting on to or alighting from a vehicle

where such Bodily Injury is caused by or arises out of the use by the Insured of a vehicle on a road

For the purposes of this Endorsement the expressions "road", "use" and "vehicle" have the same meanings as in the Road Traffic Act 1988 or any similar legislation.

Public Liability Section

A710 Fire Certificate Condition

It is a condition precedent to liability that at all times during the currency of this Schedule if the premises or any part thereof to this Schedule applies or become subject to the Fire Precautions Act 1971 or Orders made under the said Act and any amendments thereto and any similar legislation or under Section 78 of the Health & Safety at Work Act 1974:

- (a) a Fire Certificate within the meaning of the Act shall be kept in force in accordance with the specification in the Certificate for the premises
- or
- (b) an application in the prescribed form shall have been made to the Fire Authority for a Fire Certificate for the premises and such application and such application shall not have been withdrawn or refused

1401 Offshore - Excluding

The liability provided by this section is amended as follows

- 1) no liability shall attach to the Insurer in respect of any claim arising in connection with work undertaken in or on any offshore accommodation exploration drilling or production rig/installation or offshore support vessel
- 2) the words or offshore accommodation exploration drilling or production rig/installation or offshore support vessel are deemed to be added after the "nuclear installations" in Exception 8(b).

Section 5 Money and Assault

Part A-Money Contingencies

- 1 Loss of current Money the property of the Insured or for which the Insured is responsible in the course of the Business
 - (a) in transit
 - (b) in the custody of collectors for twenty-four hours from the time of receipt or until the next working day whichever is the later
 - (c) on sites of a contracts whilst the Insured's Employees are working thereat
 - (d) on the Premises
 - (e) at the private dwellinghouses of the Insured's principals or authorised Employees
 - (f) deposited in bank night safe until removed by a bank official but only up to the Limit Any One Loss stated in the Schedule.
- 2 Loss of or damage to
 - (a) the safe(s) and strongroom(s) specified in the Schedule
 - (b) any case, bag or waistcoat used for the carriage of Moneyfollowing theft or attempted theft therefrom.
- 3 Damage to clothing and personal effects belonging to any principal or Employee of the Insured following robbery or any attempt thereat up to a limit of £250 per person.

Definition

'Business Hours' shall mean the Insured's usual office hours and the working hours (including overtime) during which the Insured his principals or Employees entrusted with the Money are on the Premises for the purpose of the Business.

Warranty

Warranted that

- (a) a complete record shall be kept of the Money
- (b) such record shall be deposited in a secure place other than in the safes containing the Money
- (c) outside Business Hours the safes be kept locked and the keys of the safes shall not be left on the Premises.

Adjustment of Premium

The premium having been calculated in part on estimates given by the Insured

- (a) within one month after the expiry of each Period of Insurance the Insured will supply to the Insurer an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or allowed to the Insured subject to the retention of any Minimum Premium the Insurer may require
and
- (b) should the Insured fail to supply such a statement within one month after the expiry of each Period of Insurance the Insurer shall be entitled if it so wishes to charge an additional premium in respect of that Period of Insurance.

EXCEPTIONS TO PART A

- (a) *Shortages due to clerical or accounting errors*
- (b) *Loss due to the fraud or dishonesty of any Employee of the Insured*
 - (i) *not discovered within seven working days of its occurrence*
 - (ii) *more specifically insured by any other policy or policies except in respect of any excess beyond the amount payable under such other policy or policies.*
- (c) *Loss of Money from*
 - (i) *vending or gaming machines*
 - (ii) *unattended vehicles.*
- (d) *Loss or damage arising elsewhere than in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.*

Section 5 Money and Assault

Part B-Assault Contingencies

Bodily Injury sustained by the Insured Person defined in the Schedule as a result of robbery or any attempt thereat arising in the course of the Business and resulting in

- | | | |
|---|---|---|
| 1 Death | } | Occurring within twelve calendar months of Bodily Injury as aforesaid |
| 2 Total and irrecoverable loss of sight in one or both eyes | | |
| 3 Loss of one or more limbs | | |
- 4 Permanent and total disablement (other than by loss of limbs or sight) which after 104 weeks from the date of such Bodily Injury prevents the person from following, engaging in or giving attention to any kind of profession or occupation.
 - 5 Total disablement from engaging in or giving attention to profession or occupation commencing within 12 calendar months of Bodily Injury as aforesaid.
 - 6 Partial disablement from engaging in or giving attention to a substantial part of profession or occupation commencing within 12 calendar months of Bodily Injury as aforesaid.

The compensation payable shall be as stated in the Schedule. Weekly compensation shall be paid at four weekly intervals.

Definitions

Loss of Limb

Loss by physical severance at or above the wrist or ankle or the total or permanent loss of use of an entire hand, arm, foot or leg.

Bodily Injury

Bodily Injury by violent and visible means which shall be directly and independently of any other cause result in death or disablement.

Limits of Amounts Payable

- 1 The compensation under Contingencies 5 or 6 or any combination thereof shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement.
- 2 If and when benefit becomes payable under any of Contingencies 1-3 weekly benefit being paid in connection with the same injury will cease.
- 3 Payment of a claim under one of the Contingencies 1-4 will end the cover granted in so far as it applies to the Insured Person concerned.

Special Provision

- 1 All certificates, information and evidence required by the Insurer shall be furnished at the expense of the Insured or his legal personal representative and shall be in such form and such nature as the Insurer may prescribe. A person, as often as required shall submit to medical examinations on behalf of the Insurer at its own expense in respect of any alleged Bodily Injury. The Insurer shall in the event of the death of a person be entitled to have a post-mortem examination at its own expense.

Special Conditions

The undernoted Special Conditions are operative only if specifically mentioned in the Schedule and are subject otherwise to the limits, terms and conditions of this Section.

A Intruder Alarm

It is a condition precedent to the Insurer's liability in respect of loss or damage by burglary or housebreaking or any attempt thereat from the Premises that

- 1 Whenever the Premises are closed for business or left unattended they shall be protected by an Intruder Alarm
 - (a) the specification of which has been agreed by the Insurer
 - (b) which shall be fully set in accordance with the installer's instructions.
- 2 The Insured shall
 - (a) keep in force during the currency of this Section a contract, with a company acceptable to the Insurer, to maintain the Intruder Alarm in proper working order
 - (b) lodge a copy of the maintenance contract with the Insurer and any subsequent alteration thereto
 - (c) obtain written permission from the Insurer before agreeing to any alteration to
 - (i) the maintenance company's emergency service facilities
 - (ii) any part of the Intruder Alarm.
- 3 If the Police give warning at withdrawal of their services, the Insured shall immediately notify the Insurer.

Section 5 Money and Assault

- 4 If any defect in the Intruder Alarm is discovered or the Police have withdrawn their services the Insured shall
- (i) immediately notify the Insurer
 - (ii) not leave the Premises unattended without the prior consent of the Insurer
 - (iii) put into effect such additional temporary precautions and safeguards as the Insurer may require
 - (iv) notify the Maintenance Company immediately and give immediate instructions for the necessary repairs to be carried out.

Definition of Intruder Alarm

The component parts detailed in the alarm specification which has been agreed by the Insurer and the lines of communication used to transmit signals

B Requirements

It is a condition precedent to liability in respect of Loss or Damage caused by Theft or any attempt thereat that the requirements detailed in the Schedule of Additional Protections are implemented within the timescales specified.

C Security Company Exclusion

This Section specifically excludes Money in the custody of any Security Company.

D Security Company Contingency Cover

In respect of Money in the custody of the Security Company specified in the Schedule the Insurer shall only be liable in the event of the Insured being unable to recover the loss from the Security Company.

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

- (a) a copy of the agreement between the Insured and the Security Company be lodged with the Insurer and the Insurer's written consent be obtained before any changes to the agreement are made
- (b) the Insured comply with the terms of the above agreement including any limitations regarding amounts.

E Transit

In respect of Money (other than as described in item 1) in transit it is a condition precedent to the liability of the Insurer that the Money be accompanied as follows and that private transport be used for amounts in excess of £2,000 where the distance exceeds half a mile

over £2,000 up to £5,000	at least 2 persons
over £5,000 up to £8,000	at least 3 persons
over £8,000 up to £12,000	at least 4 persons
over £12,000	as specified in the Schedule

subject always to the Insurer's liability not exceeding the limits stated in the Schedule.

F Visible Signs

It is a condition precedent to the Insurer's liability in respect of loss or damage by burglary or housebreaking or any attempt thereat that there shall be visible evidence of violent and forcible entry into or exit from the building.

G Minimum Security

It is a condition precedent to the Insurer's liability in respect of loss or damage by burglary or housebreaking or any attempt thereat from the Premises occurring more than 14 days after the inception of this Section that

- 1 all external doors and any internal doors giving access to that part of the Premises occupied by the Insured shall be protected as follows:
 - (a) for timber doors, frames must be at least 45 millimetres thick and must be secured by mortice deadlocks which conform to BS3621.

The first closing leaf of double leaf doors must be fitted with bolts top and bottom
 - (b) aluminium framed doors must be fitted with a swing bolt type mortice lock
- 2 all opening sections of external ground floor windows and all other windows accessible from roofs, fire escapes or downpipes must be fitted with key operated window locks and that such locks will be put into operation whenever the Premises are closed for Business or left unattended.

Where the Insured occupies part of the Premises for residential purposes and the only egress is through the business portion of the Premises, the keys to doors and windows should be kept in a secure location and ready for use for the Insured or any member of his/her family in the event of an emergency.

Section 6 Personal Accident

Contingencies

Bodily Injury sustained by the Insured Persons caused by violent, accidental, external and visible means resulting directly, solely and independently of other causes, in

- 1 Death
- 2 Total and irrecoverable loss of sight in one or both eyes
- 3 Loss of one or more limbs
- 4 Permanent and total disablement (other than by loss of limbs or sight) which after 104 weeks from the date of such Bodily Injury prevents an Insured Person from following, engaging in or giving attention to any kind of profession or occupation.
- 5 Total disablement from engaging in or giving attention to profession or occupation commencing within 12 calendar months of Bodily Injury as aforesaid.
- 6 Partial disablement from engaging in or giving attention to a substantial part of profession or occupation commencing within 12 calendar months of Bodily Injury as aforesaid.

occurring within twelve calendar months of Bodily Injury as aforesaid.

The compensation payable shall be as stated in the schedule.

Weekly compensation shall be paid at four weekly intervals

Medical Expenses

The Insurer will pay medical expenses necessarily incurred up to fifteen per cent of the amount paid for any valid claim in respect of Contingencies 5 or 6 above.

EXCEPTIONS TO SECTION 5

Death or disablement caused by or resulting from

- 1 *suicide or attempted suicide or wilful exposure to damage (except in an attempt to save human life) or due to contributed to or accelerated by venereal infection*
- 2 *pregnancy or childbirth*
- 3 *flying or other aerial activities except while travelling in an aircraft as a passenger not as pilot or aircrew nor for the purpose of undertaking any trade or technical operation in or on the aircraft*
- 4 *accidents occurring whilst an Insured Person is*
 - (a) *engaged in mountaineering or rock climbing necessitating the use of ropes or guides, pot-holing, winter sports outside the United Kingdom and the Republic of Ireland, hunting, playing football for which remuneration is received or motor cycling, whether as driver or passenger*

(b) engaged in or practising for speed or time trials, sprints or racing of any kind (other than on foot)

(c) under the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).

Definitions

Loss of Limb

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

Bodily Injury

'Bodily Injury' shall include death or disablement as a direct result of exposure following a forced landing or a mishap to a vessel or vehicle in which the Insured Person is travelling.

Wages

Where compensation is on a wages basis the amounts payable shall be based on the average weekly wage net of National Health and Income Tax contributions paid by the Insured to the Insured Person in the 12 week period immediately preceding the date of the accident. If the Insured Person has been employed by the Insured for less than 12 weeks the period used shall be the actual number of weeks employed.

Section 6 Personal Accident

Special Provisions

1 Claims

All certificates, information and evidence required by the Insurer shall be furnished at the expense of the Insured or his legal personal representatives and shall be in such form and of such nature as the Insurer may prescribe. An Insured Person, as often as required, shall submit to medical examination on behalf of the Insurer at its own expense in respect of any alleged Bodily Injury. The Insurer shall in the event of the death of an Insured Person be entitled to have a post-mortem examination at its own expense.

2 Adjustment of Premium

If the premium has been calculated on wages estimates given by the Insured

- (a) the Insured will keep an accurate record containing all relevant particulars which will be available to the Insurer for inspection and
- (b) within one month after the expiry date shown in the Schedule the Insured will supply to the Insurer an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or allowed to the Insured subject to the Insurer retaining its normal minimum premium for this class of risk and
- (c) should the insured fail to supply such a statement within one month after the expiry date shown in the Schedule the Insurer shall be entitled if it so wishes to charge an additional premium in respect of that Period of Insurance.

Limit of Amounts Payable

- 1 Compensation under Contingencies 5 or 6 or any combination thereof shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement.
- 2 If and when compensation becomes payable under any of Contingencies 1-3 weekly benefit being paid in connection with the same injury will cease.
- 3 Payment of a claim under one of the Contingencies 1-4 will end the cover granted in so far as it applied to the Insured Person concerned.

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