

PET BUSINESS COMMERCIAL PROTECTION PLAN

Contents

Wel	come to Accelerant Insurance Europe SA/NV UK Branch/NV UK Branch	2
Und	lerstanding your policy	2
Duty	y of fair presentation	2
Can	celling this policy	3
Payı	ment of premium	3
Ren	ewal of insurance	4
How	v to make a claim	4
Pers	sonal information	4
Emp	ployers' liability tracing office notice	5
How	v to make a complaint	6
Sub	scription notice	6
Gov	rerning law and jurisdiction	7
Inter	rpretation	7
Gen	neral Conditions	8
Gen	neral Exclusions	13
Clai	ms Conditions	16
Gen	neral Definitions	20
1.	Property Damage	26
2.	Business Interruption	49
3.	Trade All Risks (Business Equipment)	61
4.	Animal Injuries, Accidents and Expenses	66
5.	Animal Illness	72
6.	Employers' Liability	78
7.	Public and Products Liability	82
8.	Professional Indemnity	92
9.	Personal Accident	99
10.	Money and Assault	104
11.	Goods in Transit	112
12.	Frozen Stock	117
13.	Loss of Licence	119
14.	Personal Possessions	122
15.	Employees Accident Cover	124
App	oendix 1	128



Welcome to Accelerant Insurance Europe SA/NV UK Branch

Your policy is administered by LRMS Insurance Services Limited trading as Pet Business Insurance) and underwritten by Accelerant Insurance Europe SA/NV UK Branch/NV UK Branch.

Accelerant Insurance Europe SA/NV UK Branch/NV UK Branch is the UK establishment of Accelerant Insurance SA/NV, an insurance company authorised under code 3193 and regulated by the National Bank of Belgium and the Financial Services and Markets Authority in Belgium. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

The Firm Reference Number of Accelerant Insurance Europe SA/NV UK Branch/NV UK Branch is 940712. Its UK Establishment Number is BR025748 and its UK Establishment Office is located at 1 Tollgate Business Park, Tollgate West, Colchester, CO3 8AB.

Understanding your policy

This **policy** is designed to provide **you** with insurance cover for property damage, **business interruption** and general and specific liabilities that could impact **your business**. **You** can identify the cover **you** have purchased by looking at the **schedule**.

This **policy** will form the contract between **you**, as the insured, and **us**, **your** insurers, subject to the terms and conditions detailed below. Any **endorsement**, extension or other variation which relates to this **policy** is also subject to the terms and conditions below.

Please read the **policy** documentation in full. It is important that:

- you check the sections you have requested are included in the schedule;
- you check that the information you have given us is accurate;
- you understand what each section covers and does not cover;
- you understand your duties under the policy as a whole.

You should contact **your** broker immediately if this **policy** is not correct or if **you** have any questions relating to this insurance. **You** should keep the **policy** in a safe place.

The headings used in this **policy** are for reference and identification purposes only. Words and phrases in bold have been given specific meanings and can be found in the General Definitions section of this **policy** and in the section specific definitions.

We are dedicated to providing **you** with a high quality service. If **you** ever feel that **we** could have dealt with any aspect of **our** relationship with **you** better or if **you** have any suggestions as to how **we** could improve **our** service, then please do not hesitate to get in touch with **us**.

Duty of fair presentation

In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any claim. For example, **we** may:

• treat this **policy** as if it had never existed and refuse to pay all claims and return the premium



paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;

- amend the terms of your insurance. We may apply these amended terms as if they were already
 in place if a claim has been adversely impacted by your carelessness;
- reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
- cancel **your policy** in accordance with the 'Cancelling this insurance' condition below.

We or your insurance broker will write to you if we:

- intend to treat your policy as if it never existed; or
- need to amend the terms of your policy.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your** broker as soon as practicable.

Cancelling this policy

This insurance has a cooling off period of 14 days from the later of either:

- the date you receive this insurance documentation (or renewal documentation); or
- the start of the **period of insurance**;

If you wish to cancel this **policy** and the insurance cover has not started, you will be entitled to a full refund of the premium paid. Alternatively, if you wish to cancel this **policy** and the insurance cover has started, provided you have not made a claim, you will be entitled to a refund of the premium paid, less a proportional deduction for the time we have provided cover.

If **you** do not exercise **your** right to cancel **your policy**, it will continue in force and **you** will be required to pay the premium.

For cancellation outside of the cooling off period **you** can cancel this insurance at any time by contacting **your** broker using the following means of communication:

- Telephone: 01284 736874
- Email: info@petbusinessinsurance.co.uk
- Post: Pet Business Insurance, Plumton Hall, Whepstead, Bury St Edmunds, Suffolk, IP29 4SU

If this insurance is cancelled outside the cooling off period, provided **you** have not made a claim or notified an event that could give rise to a claim, **you** will be entitled to a refund of any premium paid, less a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium.

If we pay any claim, in whole or in part, then no refund of premium will be allowed.

Payment of premium

You agree to pay the premium in full to **us** prior to inception of this **policy** (or, in respect of instalment premiums, when due).

If the premium due under this **policy** has not been paid to **us** prior to inception of this **policy** (and, in respect of instalment premiums, by the date they are due) **we** shall have the right to cancel this **policy** by notifying **you** via **your** broker in writing. In the event of cancellation, the premium is due to **us** on a pro rata basis for the period that **we** are on risk but the full **policy** premium will be payable to **us** if there is a loss or a notification of a claim which gives rise to a claim under this **policy** prior to the date of termination.

We will give **you** not less than 14 days' prior notice of cancellation via **your** broker. If the premium due is paid in full to **us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **policy** will automatically terminate at the end of the notice period.



If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Premium adjustment

If the premium has been calculated on estimates given by **you**, **you** must keep an accurate record of all relevant particulars which must be available to **us** for inspection.

Within a reasonable time after the end of each **period of insurance**, **you** will supply to **us** an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or returned to **you**.

If **you** do not supply a statement within a reasonable time after the end of the **period of insurance**, **we** will be entitled to charge an additional premium for that **period of insurance**.

Renewal of insurance

When **your policy** is due for renewal, **we** will write to **you** at least 21 days before the **period of insurance** ends with full details of **your** next year's premium and **policy** terms and conditions. If **you** do not want to renew the **policy**, please contact Pet Business Insurance on 01284 736874.

Occasionally, **we** may not be able to offer to renew **your policy**. If this happens, **we** will write to **you** at least 21 days before the expiry of **your policy** to allow enough time for **you** to make alternative insurance arrangements.

Automatic renewal

In some cases, **we** will automatically renew your policy. This means that, unless you tell **us** otherwise, **your** new insurance cover will start on **your** renewal date. If **we** intend to automatically renew **your** policy **we** will tell **you** on **your** notice of renewal. Unless **we** hear from **you** on or prior to renewal date, **your** policy will be renewed and payments continue to be taken from **your** account.

If you do not want to renew **your** policy, or **you** wish to opt out of the automatic renewal process, please let **us** know before **your** renewal date by calling 01284 736874.

How to make a claim

If you need to make a claim under this policy, please telephone nominee stated in the schedule as soon as reasonably practicable or at the latest within 21 days of receipt of any claim made against you, or awareness of any event which may give rise to a claim covered under this policy. Pet Business Insurance will advise you of the next steps to take to progress your claim. It will help us if you have details of your policy available when telephoning.

NOTE: please refer to the Claims Conditions and section specific claims conditions which set out **your** obligations under this **policy** when making a claim.

Personal information

This insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (*individual insureds*). Pet Business Insurance and Accelerant Insurance Europe SA/NV UK Branch collect and use relevant information about individual insureds to provide **you** with this insurance cover and to meet our legal obligations.



This information includes individual insureds' details such as their name and address and may include more sensitive details such as information about their health and criminal convictions. If we need any sensitive details from **you** or any individual insureds we will ask for consent first.

Pet Business Insurance and Accelerant Insurance Europe SA/NV UK Branch will process individual insureds' details, as well as any other personal information **you** provide in respect of this insurance cover, in accordancewith our full privacy notices, copies of which are available online at https://www.accelins.com/privacy-policy/ or https://www.accelins.com/privacy-notice/

on request.

Information notices

To enable Pet Business Insurance and Accelerant Insurance Europe SA/NV UK Branch to use individual insureds' details in accordance with current data protection laws, **you** have provided those individuals with certain information about how Pet Business Insurance and Accelerant Insurance Europe SA/NV UK Branch will use their details in connection with this insurance cover.

You have agreed to provide to each individual insured **our** *Short Form Information Notice* set out below on or before the date that the individual becomes an individual insured under this insurance cover or, if earlier, the date that **you** first provided information about the individual to **us**. **We** will assume that **you** have provided this notice to each individual insured unless **you** tell **us** otherwise.

Minimisation and notification

Pet Business Insurance and Accelerant Insurance Europe SA/NV UK Branch are committed to using only the personal information we need to provide **you** with this insurance cover. To help us achieve this, **you** should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify Pet Business Insurance or Accelerant Insurance Europe SA/NV UK Branch if an individual insured contacts **you** about how we use their personal details in relation to this insurance cover so that we can deal with their queries.

Employers' liability tracing office notice

Certain information relating to **your** insurance certificate or **policy**, namely:

- the policy number(s),
- employers' names and addresses (including subsidiaries and any relevant changes of name),
- coverage dates, and
- (if relevant) the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **you** that the above named information provided to **us** will be processed by **us**, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.



How to make a complaint

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

Should you wish to make a complaint regarding a claim please contact: -

Customer Services QuestGates Ltd 11A The Wharf 16 Bridge Street Birmingham B1 2JS

Tel: 0121 794 3181

Should you wish to make a complaint about the policy or the service we offer please contact:

LRMS Insurance Services Ltd T/A Pet Business Insurance Plumton Hall Whepstead Bury St Edmunds IP29 4SU

Tel: 01284 736 874

If **you** remain dissatisfied after **we** have considered **your** complaint or you have not received a final decision within eight (8) weeks, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: complaint.info@financial-ombudsman.org.uk.

You may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance Europe SA/NV UK Branch is unable to meet its obligations to you under this insurance. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature ofthe insurance. Further information about the Scheme is available from the Financial Services CompensationScheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk

Making a claim does not affect your right to take legal action.

Subscription notice

Where there is more than one insurer subscribing to this **policy** the liability of an insurer under this contract is several and not joint with other insurers party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **policy**.

The proportion of liability under this **policy** underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.



In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this **policy**. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this **policy**" in the singular, where the circumstances so require this should be read as a reference to policies in the plural.

Governing law and jurisdiction

Governing law

This **policy** shall be governed by, and construed in accordance with, the laws of the **territorial limits**.

Jurisdiction

Any dispute between the parties over the terms of this **policy** shall be subject to the exclusive jurisdiction of the courts of the **territorial limits**.

Interpretation

In this policy:

- 1. reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this **policy**;
- 2. if any term, condition, exclusion or **endorsement** or part is found to be invalid or unenforceable the remainder shall be in full force and effect;
- 3. headings are for reference only and shall not be considered when determining the meaning of this **policy**.



General Conditions

These conditions apply to all sections of your policy.

Arbitration

All disputes and differences arising under or in connection with this **policy** shall be referred to arbitration.

The Arbitration Panel shall consist of three arbitrators, one to be appointed by **you**, one to be appointed by **us** and an independent umpire to be appointed by the two party-appointed arbitrators within 10 days of a formal written complaint. The Arbitration Panel will be constituted upon the appointment of the umpire.

The Arbitration Panel may in its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute.

The parties to such arbitration will pay the party-arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

The written decision of the arbitrator will be final and binding on **you** and **us**.

Assignment

Any assignment of interest under this **policy** will not bind **us** unless **we** have consented in writing.

Audit of records

We, or **our** representatives, have the right to inspect or review all of the records relating to this insurance at any reasonable time while the **policy** is in force or within 2 years after its termination. **You** will make all necessary records available to **us** at **our** request. If the final settlement of any claims liability under the **policy** extends for more than 2 years after its termination then **our** right to audit shall extend until final settlement of any outstanding claims.

Average

- a) If at the time of damage the sum insured of the propertyinsured by each item is less than 85% of the cost of reinstatement at the start of the period of insurance, then our liability for any damage will be limited to the proportion that the sum insured bears to the cost of reinstatement; and
- b) where a Day One reinstatement clause applies, if at the time of damage the declared value of the property insured by each item is less than the cost of reinstatement at the start of the period of insurance, then our liability for any damage will be limited to the proportion that the sum insured bears to the cost of reinstatement; and
- c) in respect of **stock** or any other item listed in the **schedule**, if at the time of **damage** the **sum insured** on any of these items is less than the value of the **property** covered by the item (or in respect of any item on rent, less than the amount of rent during the period to which the item relates), then **you** will be considered as being the insurer for the difference and will bear a rateable



share of the loss accordingly. The amount payable by **us wil**l be proportionately reduced.

If it is stated in the **schedule** that average does not apply at the time of the **damage**, the maximum amount payable will be the **sum insured** for that item.

If **you** breach of any of the terms, conditions or provisions of this **policy** (including any claims conditions), **we** may decline to pay a claim, to the extent permitted by law.

In the event of a claim, the burden of proof shall be on you.

We may cancel the **policy** or any section by giving 14 days' notice in writing by email and/or by registered post to **you** at **your** last known address. In this case **you** will be entitled to a proportionate return of premium for the unexpired term of the **policy** (unless **we** invoke the Claims Condition Fraudulent Claims).

Indicative examples of reasons we may cancel your policy:

- a) there is a substantial change in your business;
- b) there is reasonable suspicion of fraud;
- you do not co-operate or supply information or documentation that we request which affects our ability to process any claims;
- d) following a survey at any of your properties or sites we have required you to make risk improvements and you have not completed these within a reasonable period of time advised by us;
- e) threatening or abusive behaviour language, intimidation or bullying of **our** staff or suppliers.

Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment.

If after the start of the **period of insurance** the **business** is wound up or carried on by a liquidator or receiver or permanently discontinued, **we** will not cover **you** from the date of such change or alteration.

You will give notice to **us** of any alteration or circumstance which substantially affects the risks insured under this **policy**. Until **we** are advised of such alteration or circumstance and have expressly agreed in writing to accept liability by way of an **endorsement** and **you** have paid the additional **premium**, **we** will not be liable in respect of any claim(s) caused by or arising from such alteration or circumstance.

Examples where **we** would need **you** to notify **us** of a change:

- if any sums insured you have declared to us have increased or decreased;
- there is a change to your business activities;
- you move premises or make alterations to the premises you occupy;
- the security protections **you** have declared to **us** change.

Breach of terms and conditions

Burden of proof

Cancellation – our rights

Cessation or discontinuation of trading

Changes in risk



Conflict of statutes or laws

Cross liabilities

Index linking (only applies if shown in the schedule)

Interest clause

Maintenance and reasonable precautions

In the event that any provision of this **policy** is found to be invalid or unenforceable, the other provisions of this **policy** and the remainder of the provision in question shall not be affected and shall remain in full force and effect.

Each person or party specified as the insured in the **schedule** is separately insured in respect of claims made against any of them by any other such person or party subject to **our** total liability not exceeding the stated **limits of indemnity**.

a) Renewal

Where the **schedule** states that index linking applies, **we** will adjust the amounts insured 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.
- ii) Other items

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

NOTE: If either of the above indices is not available, **we** may select a suitable alternative.

In the event of a negative index **we** will retain **your** existing amounts insured, unless **you** advise **us** otherwise.

b) Claims

For claims settlement purposes (except claims under Section 2 - Business Interruption) the adjustments set out above will continue during the **period of insurance** and the period of repair, replacement or **reinstatement** as long as the work is carried out and completed without undue delay.

If requested to do so by **you**, **we** will note the interest of a Lender (for example a bank or other financial institution) under **your policy**. This does not convey any right to the Lender to enforce the **policy** or entitle it to payment of the proceeds of an insurance claim however **we** will agree to notify the Lender in the event that:

- a) this **policy** is cancelled or not renewed;
- b) any cover provided by this **policy** is reduced or restricted by **us**;
- we suspend or avoid the cover provided by this insurance policy, or
- d) **we** become of aware of any act or omission which may invalidate all or part of any insurance or claim.

In the event of a claim, any other interested party should declare the nature and extent of its interest.

Unless otherwise agreed by us, you will at your own expense:

- a) take all reasonable precautions to prevent or reduce damage;
- cease any activity which may give rise to liability under this policy;
- c) maintain the property insured, furnishings, ways, works



- machinery, caravans and vehicles in sound condition;
- d) exercise care in the selection and supervision of employees;
- e) remedy any defect or danger as soon as reasonably practicable after discovery and in the meantime take additional precautions as the circumstances may require; and
- f) comply with all statutory requirements and other safety regulations imposed by any authority.

Multiple insureds

Where more than one entity is designated as an insured, the first named insured will act on **your** behalf and other parties covered under this **policy** with respect to the giving and receiving of any notices from **us** including any notice of cancellation. The payment to the first named insured of any return **premium** that may be payable under this **policy** will satisfy **our** obligations to return **premium** to any other party covered by this insurance.

Other insurance

If a loss covered by this **policy** is also covered by other insurance, **we** will pay only the rateable proportion of the loss that the **limit of indemnity** that applies under this **policy** bears to the total amount of insurance covering the loss.

Records

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of a claim or provision of any benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America..

Survey

If **we** require a survey of the risk covered by this **policy** as a condition of providing cover but the survey has not been completed before the **policy** documents have been issued, **you** must comply with any risk improvements required as a result of the survey within the time limits specified by **us**.

We reserve the right to cancel, suspend or alter the terms applying to any part of this **policy** for which cover has been provided if, as a result of the survey, the risk or any part of it is in **our** opinion unacceptable to **us**.

Tax

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

Third party rights

This **policy** is solely between **you** and **us** and in no instance shall any other third party have any rights under this **policy**.

Unoccupied property

a) Notification

We must be notified in writing by e-mail, letter, as soon as practicable of any **unoccupied building** or **unoccupied** portion of a **building** that becomes occupied or any occupied



building which becomes unoccupied or partially unoccupied.

b) Security

For **unoccupied property insured you** must take the following steps:

- the gas, electricity (other than power required for an intruder or fire alarm system) and water supplies are turned off at the mains and all water pipes, apparatus and tanks are drained down (unless the central heating system is kept running to maintain a temperature of 5 degrees centigrade) during the period 1st October to 31st March. Where sprinkler systems are installed and water supplies must be maintained, heating must be maintained at a minimum temperature of 5 degrees centigrade;
- buildings must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems;
- iii) the **premises** and yards must be clear of all waste materials and redundant contents;
- iv) the letter box must be permanently sealed shut or a noncombustible receptacle is permanently fixed to the letter box:
- v) the premises must be inspected both internally and externally at least once a week by a responsible person to ensure that there is no deterioration in the fabric of the buildings and that compliance with conditions i) - iv) above continues.

Following notification as described in (a) above, and/or a breach of **your** duty in complying with (b) as described above, **we** will have the right to impose additional terms, conditions and exclusions and charge a suitable additional premium which will be paid by **you** if required.



General Exclusions

These exclusions apply to all sections of **your policy**. **We** will not pay for any claims, directly or indirectly, caused by, arising from or contributed by:

Asbestos contamination (not applicable to Employers' Liability) any loss, cost, expense or liability for **bodily Injury** loss or **damage** directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Confiscation and nationalisation

confiscation nationalisation or requisition by order of any government public municipal local or customs authority;

Contractual liability

any contractual liability which attaches by virtue of a contract or agreement unless such liability which would have attached in the absence of such contract or agreement;

Cyber

digital or cyber risks, that is:

- a) any loss caused by or contributed to, by, or arising from or occasioned by or resulting from:
 - i) the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or
 - any alteration, modification, distortion, erasure or corruption of data processed by any computer or other equipment or component or system or item;

whether your property or not, where the loss is caused by a virus or similar mechanism, phishing or hacking or denial of service attack; or

 any legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to, by, or arising from or occasioned by or resulting from a virus or similar mechanism, phishing or hacking or denial of service attack;

Date recognition (not applicable to Employers' Liability)

- a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;
- any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- c) any non-use or unavailability for use of any **property** or equipment of any kind whatsoever resulting from any act, failure



to act or decision of **yours** or of any third party related to any such change of year, date or time.

But **we** will cover later **damage** resulting from an insured cover, providing **damage** is covered elsewhere in the **policy**;

Deliberate acts (not applicable to Employers' Liability) deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent **bodily injury** or loss of or **damage** to **property**;

Excess

the **excess** amount stated in the **schedule**;

Fines / penalties / punitive damages

any liability for fines, penalties, punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;

Northern Ireland – civil commotion

any destruction or **damage** or consequential or inevitable loss for such **damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Cover 5 Riot, Civil Commotion, Strikers, Locked-out Workers, Labour Disturbances or Malicious Persons;

Radioactive and other contamination

Any:

- damage to any property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss;
- 2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
 - any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter;
 - d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes;
 - e) any chemical biological biochemical or electromagnetic weapon provided that;
 - in respect of the Employers' Liability or paragraphs a) and b) above shall only apply when you under a contract have
 - 1. undertaken to indemnify another party;
 - assumed liability which would not have attached in the absence of such contract
 - ii) paragraphs c. d. and e. above shall not apply to Public and Products Liability or Employers' Liability sections.



Pollution or contamination

caused by or arising out of pollution or contamination.

But we will compensate you under Section 7 - Public Liability and Products Liability of this policy against liability in respect of accidental bodily injury or accidental loss of or damage to property caused solely by pollution or contamination which results from a sudden, identifiable, unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the period of insurance provided that:

- all pollution or contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
- ii) we shall not compensate you against liability in respect of pollution or contamination happening anywhere in the United States of America or Canada; and
- iii) nothing in these provisos shall increase our liability to pay damages costs fees and expenses in excess of the limit of indemnity in the schedule in the aggregate in respect of any one period of insurance;

Sonic bangs

Terrorism (not applicable to Employers' Liability) **damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

any **damage** to any **property** whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from:

- terrorism occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987;
- 2. any act including but not limited to the use of force or violence and or the threat thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including theintention to influence any government and or to put the public or any section of the public in fear occurring other than in England Wales and Scotland:

including any **damage**, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (1) or (2) above;

any act of terrorism regardless of any cause or event contributing concurrently or in any other sequence to such act of terrorism.

In any action suit or other proceedings where **we** allege that any **damage**, cost or expense is not covered the burden of proof that such **damage**, cost or expense is covered shall be upon **you**.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect;

USA & Canada

any claim brought (or the enforcement of any judgment or award entered against **you**) in the courts of the United States of America or Canada or their dominions or protectorates or territories in which it is



contended that the laws of the United States of America or Canada should apply;

War and riot (not applicable to Employers Liability

any loss whatsoever or any consequential loss directly or indirectly occasioned by or occurring through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by government or public authority.

Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- g) Government regulation, advice or restriction(s) as a result of the aforesaid matters

This exclusion is not applicable to Section 6, Employers Liability

Claims Conditions

You must tell our nominee in writing as soon as possible and in any event within 21 days about any claim against you irrespective of your views as to the validity of that claim. If you do not comply with this condition, we have the right to refuse to pay the claim.

Claims cooperation **You** must provide **us** with **your** full assistance and co-operation as required in connection with any claim.



Claims procedure

If **you** need to make a claim, or when **you** become aware of an event that may lead to a claim under this **policy**, **you** must:

- a) give us full details of what has happened;
- b) provide **us** with any other information **we** may require;
- not throw away any damaged items before we have had a chance to see them, or carry out any non-emergency repairs before we have had a chance to inspect them;
- d) for claims under Section 9 Personal Accident, proof of age of the **insured person** making the claim;
- e) forward to us as soon as reasonably practicable, if a claim for liability is made against you, any letter, claim, writ, summons or other legal document you receive without being answered;
- f) inform the police as soon as reasonably practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property;
- g) not admit liability or offer or agree to settle any claim without our prior written consent;
- take, or allow others to take, practical steps to prevent further damage or bodily injury, recover property lost and otherwise minimise the claim.

You must comply with the conditions above. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced.

Claims conditions for Section 8 - Professional Indemnity

- Regardless of anything contained elsewhere in this policy, you must tell Pet Business Insurance as soon as reasonably practicable within the period of insurance about any claim against you;
- b) you must co-operate with us and anyone appointed on our behalf by providing any information, assistance, signed statements or depositions as we may require to comply with any Civil Procedure Rules, Practice Directions and Pre-Action Protocols (or equivalent court procedure and rules in the territorial limits) as may be issued;
- you must tell Pet Business Insurance as soon as reasonably practicable within the period of insurance of circumstances;
- a claim after the period of insurance has ended, that claim will be deemed to have been made against you during the period of insurance, provided that you told us about those circumstances within the period of insurance;
- e) if you become aware of a claim or circumstances in the 7 days immediately before the end of the period of insurance and you are unable to tell Pet Business Insurance, but you then tell Pet Business Insurance within the 7 days after the end of the period of insurance, we will accept that you have told us during the period of insurance;
- f) all claims from the same act, error or omission or series of acts, errors or omissions, as a result of or arising directly from the same source or original cause, will be regarded as one claim.
- g) if we cover more than one person, firm, company or organisation, our liability to all, as a result of one claim, will not be more than the amount shown in the schedule.
- h) **you** must co-operate fully with Insurers reasonable requests or information or assistance with any claim.

NOTE: The Civil Procedure Rules enable the court to impose severe costs sanctions on litigants who act unreasonably either before or after the start of proceedings whether or not the litigant in question is successful in its case. Pre-Action Protocols will set standards by which



the reasonableness of the litigant's conduct will be judged. In order to try to ensure that the requirements of the rules in any protocol are met, notifications must be made to **us** as soon as reasonably practicable that a **claim** is made and before a response is given to the claimant.

Discharge ofliability

Where in **our** opinion, the limit of indemnity or the sum insured of any claim may exceed the available limit of indemnity or suminsured **we** will be entitled at **our** discretion, to discharge **our** liabilityby paying the available limit of indemnity or sum insured to **you** or

On **your** behalf and pay defence costs up to the date of that payment. In this situation, if at the time of payment **we** are conducting the defence of the claim, **we** will also relinquish that conduct.

Where stated in the **schedule you** will be responsible for paying an **excess** in relation to each claim made by **you** under this **policy**.

If you make a fraudulent claim under this policy, we:

- a) will not be liable to pay the claim; and
- b) may recover from you any sums paid by us in respect of the claim; and
- may by notice to **you** treat the **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause (c) above **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim), and **we** need not return any of the premium paid.

We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in **your** name.

For any occurrence or RIDDOR incident **you** and any person acting on **your** behalf must:

- a) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without **our** written consent;
- b) not incur any expense without **our** consent;
- c) give all such information, assistance and forward all documents to enable us to investigate, settle or resist any claim as we may require;
- d) provide 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 any matters connected with the claim
- e) not destroy evidence or supporting information or documentation without our prior consent; nor destroy any plant or other property relating to an occurrence, loss or suit that may give rise to a claim under this policy.

We may enter the **premises** where **damage** has occurred and take possession of or require to be delivered to **us** any **property insured** and deal with it in a reasonable manner but the **property** may not be abandoned to **us**.

- a) Where **we** have paid a claim under this **policy we** will be entitled to any rights **you** have against any party in relation to the claim to the extent of **our** payment.
- b) **You** must assist **us** and provide information as **we** may reasonably require to exercise **our** rights of subrogation, including

Excess

Fraudulent claims

Legal defence

RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations)

Salvage

Subrogation



- bringing any action or suit in **your** name. This may include providing and signing statements and other documents and the giving of evidence.
- c) Any recovery received shall be applied first against any claim or costs insofar as it exceeds the **limit of indemnity**, then against any payment made by **us**, and finally against the **excess**.
- d) **We** will not subrogate against any current or former principal, partner, member, director or **employee** under this **policy** unless that person is found to have committed a criminal, fraudulent, malicious or dishonest act or omission.



General Definitions

For the purposes of this **policy** the following words have special meaning and apply to all sections of the **policy**:

Word	Specific meaning	
Alarmed premises	The premises or those parts of the premises protected by the intruder alarm system .	
Accidental Damage	Accidental damage is defined as a sudden and unexpected damage to your property by an outside force.	
All other content	 a) Personal effects, pedal cycles, tools and instruments belonging to employees, principals, directors, customers and guests to the extent that they are not more specifically insured; b) computer systems records, but only for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing those records, and not for the value to you of the information the records contain; c) documents, manuscripts and business books but only for the cost of the materials together with the cost of clerical labour expended in reproducing those records, and not for the value to you of the information they contain; d) patterns, models, jigs, moulds, templates, dies, tools, plans, drawings and designs but only those in current use and which you would need to replace following damage; e) money; f) wines, beers, spirits; g) cigarettes, cigars and tobacco; h) rare books, antiques, paintings or works of art; i) non-ferrous metals. 	
Animal	Vertebrates and invertebrates, declared by you and accepted by us , excluding: a) any of the above which are included on a list or schedule of banned or prohibited species under relevant legislation in the territorial limits ; b) humans.	
Any one Claim	Any one claim represents a single claim.	
Bodily injury	 a) Death, injury, illness or disease; b) mental injury sustained by any person as a result of actual or threat of injury, death, illness or disease; c) false arrest, false imprisonment or detention and false eviction of any person, malicious prosecution or invasion of the right of privacy. 	



Buildings	 a) Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the schedule); b) landlords' fixtures and fittings in and on the buildings; c) small outside buildings, extensions, annexes, gangways; 	
	 walls, gates and fences, foundations, yards, hoardings, car parks, roads, pathways and loading bays around and pertaining to the premises; 	
	 telephone, gas, water and electricity meters, pipes and cables including property which you are responsible for which is underground and/or in adjoining yards or roadways and which partly or wholly serve to supply the premises; 	
	drains and sewers within the perimeter of the premises but only to the extent they are your responsibility;	
	 g) irrigation equipment including pumps tanks and pipes forming part of the irrigation system. 	
Business	The business described in the schedule carried on in the territorial limits including the following activities:	
	 a) ownership, use, repair, maintenance and decoration of premises occupied by you; 	
	 b) the provision of first aid but we will not cover any first aid provided by any qualified medical practitioner or nurse; 	
	c) private work undertaken for you by any employee or for any director or employee with your prior consent;	
	d) the provision and management of canteen, social, sports,	
	educational and welfare organisations for the benefit of any employee and first aid, fire, security and ambulance services;	
Business hours	the sale or supply of food and drink to employees or visitors.	
Dusiness nours	The period during which the premises are actually occupied by you and/or your employees for business purposes.	
Contents	Machinery, plant, fixtures and fittings, shop front, tenant's	
	improvements, alterations, decorations, improvements, office equipment and all other contents .	
Damage / damaged	Physical loss or destruction or damage.	
Denial of convice	Any actions or instructions constructed or generated with the obility to	
Any actions or instructions constructed or generated with th damage, interfere with or otherwise affect the availability of network services, network connectivity or information system		
	of service attacks include, but are 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 between and amongst networks.	
Fraudulent Claims	A fraudulent claim will include: - dishonest claims	
- 341110	- exaggerated claims	
	- the balance of probabilities as the standard of proof	



Employee(s)	Any person who is: a) employed under a contract of service or apprenticeship with you ; b) any labour master or person supplied by him; c) self-employed and working for you and under your control; d) hired to or borrowed by you ; 'and under your control
	 e) supplied to you for the purpose of study, work or training experience; f) a prospective employee who is undergoing practical work experience whilst being assessed by you as to his or her
	suitability for employment; g) a voluntary helper while working under your supervision and control and in connection with the business ; or an outworker or homeworker employed under a contract to personally carry out any work in connection with the business while they are
	engaged in that work.
Endorsement	A change to the terms of the policy .
Excess	The amount stated as the 'Excess' on the schedule which you are responsible for paying for each claim.
Dangerous Dogs	any dog that must be registered under the Dangerous Dogs Act 1991 and the Dangerous Dogs (amended) Act 1997, or equivalent legislation in the territorial limits is excluded, unless
	If the breed becomes a banned breed under your policy you will need to follow ASP3 Banned Breeds.
	It is a condition precedent to liability that for any dog which is a banned breed under the dangerous dogs act 1991 and/or as subsequently amended within the united kingdom the following guidelines are strictly adhered to whilst the dog is in your care, custody or control:
	 The dog is registered with the index of exempted dog (IED) and a copy of the life certificate is obtained and provided to Us in the event of a claim.
	 A copy of the public liability insurance certificate for the dog is obtained and provided to us in the event of a claim. The dog handler ratio is 1:1 at all times.
	4. All guidelines under the index of exempted dogs are strictly adhered to and the dog must be i. Neutered
	ii. Micro Chipped
	iii. Kept on a lead and muzzled at all times iv. Kept in a secure place, so it cannot escape



Hacking	Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether your property or not.
Intruder alarm system	The component parts including the means of communication used to transmit signals detailed in the alarm specification required by us
Limit of indemnity / sum insured	Our maximum total aggregate liability as specified in the schedule or as may be specifically endorsed to this policy to cover you within the terms and conditions of this policy .
Keyholder	You or any responsible person or keyholding company you authorise: a) to accept notification of faults or alarm signals relating to the intruder alarm system; and b) to attend and allow access to the premises.
Money	Cash, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for money, postage revenue, current postage stamps and unused postal franking machine units, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, national savings stamps, saving stamps, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards belonging to the insured.
Occurrence(s)	An event, including continuous or repeated exposure to substantially the same general conditions which result in liability under this policy, that is neither expected nor intended by you. Repeated and multiple occurrences of the event shall be treated as once occurrence.
Offshore	From the time of embarkation by an employee onto a conveyance at the point of final departure to an offshore rig or offshore platform, until disembarkation by that employee from a conveyance on to land upon return from an offshore rig or offshore platform.
Offshore activity	Any work on or visit to an offshore installation from the time of embarkation onto a conveyance at the point of final departure to such offshore installation until the time of disembarkation from a conveyance onto land on return from such offshore installation .
Other property	Any other items of property which are not defined which you have advised to us and we have specified on the schedule .
Period of insurance	The period from the effective date to the renewal date as stated in the schedule .
Phishing	Any access or attempted access to data or information made by means of misrepresentation or deception.



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Pollution or contamination	 a) Any pollution or contamination by naturally occurring or manmade substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring. b) All loss, damage or injury caused by pollution or contamination as stated in (a) above. This definition excludes pollution or contamination by asbestos.
Premises	The buildings and the land inside the boundaries of the property address shown in the schedule used for the purposes of the business .
Policy	This policy wording, the schedule and any extensions and endorsements .
Products	Anything sold, supplied, altered, constructed, repaired, formulated, serviced, designed, tested, installed or processed by or on your behalf including containers, packaging or labelling and which is not in your possession at the time of the occurrence in the course of business.
Property	Material and tangible property listed in the schedule .
Property insured	Buildings, contents, all other contents, stock and other property at the premises (subject to any specific exclusions) and as more fully described in the schedule and all belonging to you or for which you are responsible.
Reinstatement	 a) The rebuilding or replacement of property lost or destroyed which, provided our liability is not increased, may be carried out in any manner suitable to you; or b) the repair or restoration of property damaged. In either case to a condition equal to but not better or more extensive than its condition when new.
Responsible person	 a) A person authorised by you who is able to take rational decisions without supervision. b) You or any person you authorise to be responsible for the security of the premises.
Schedule	Is a separate document which details the limit of indemnity/sum insured and the premium you have agreed to pay, together with your full trading name and address. It also provides the references of any endorsements which may apply.
Stock	Stock and materials in trade, work in progress and finished goods, being your property at the premises , or held by you on trust for which you are responsible.
Territorial limits	United Kingdom comprising of Great Britain, Northern Ireland and the Channel Islands and the Isle of Man, unless otherwise stated.
Terrorism	An act of terrorism including but limited to the use of force or violence and/or the threat of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar



	purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.	
Treatment	Any reasonably examination, diagnosis, consultation, advice, test, x-ray, medication, surgery, nursing and care provided by a veterinary practice or, if instructed, by a vet or consultation and advice by a member of one of the following associations: a) Association of Chartered Physiotherapists in Animal Therapy; b) McTimoney Chiropractic Association; c) International Association of Animal Therapists.	
Unoccupied	Any building or part of any building which is empty or not in use by you or your tenant for more than 30 consecutive days.	
Vet(s)	Registered veterinary surgeon(s).	
Virus or similar mechanism	Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage , interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.	
We / us / our	Accelerant Insurance Europe SA/NV UK Branch and our nominated representatives.	
You / your	 The Insured named in the schedule. Any associated or subsidiary company of yours provided it has been notified to and agreed by us. At your request: any director or employee while acting on behalf of or in course of their employment or engagement with you in respect of liability for which you would have been entitled to cover under this policy if the claim against any such person had been made against you; any officer, member or employee of your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such; any of your directors, partners or senior officials in respect of private work carried out by any employee for them with your consent; your personal representatives (in the event of your death) in respect of liability incurred by you provided that if compensation is extended to any party described in paragraphs (i) to (iii) above that party shall be subject to the terms of this policy so far as they can apply and in any event our liability shall not exceed the limit of indemnity. 	



1. Property Damage

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning	
Declared value	Your assessment of the cost of reinstatement of the buildings, contents and computer equipment in a condition equal to but not better or more extensive than when new at the level of costs applying at the start of the period of insurance (ignoring any increase in costs which may operate subsequently) together with allowance if required for: a) the additional cost of reinstatement to comply with public authority requirements; b) professional fees; and c) debris removal costs.	
Computer equipment	 a) all computer equipment (including interconnecting wiring, fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding: i) computers which are an integral part of any item of process or production machinery; ii) fixed vehicle satellite navigation systems; b) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment, generating equipment, uninterruptable power supply, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat, smoke and water detection equipment, lightning and transient overvoltage protection devices, anti-theft devices which have been approved by us, gas flooding equipment and pipe work and computer room partitioning; c) programs and/or information stored upon fixed discs; d) all current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and or information thereon owned by or on deferred purchase, leased, hired, rented or for which the you are responsible. 	
Glass	Fixed, plain or wired glass and mirrors at the premises .	
Sanitary ware	Fixed baths, wash hand basins, pedestals, bidets, shower trays, sinks, splashbacks, lavatory pans and cisterns at the premises .	
Uplift	The amount stated in the schedule under the heading of 'Sum Insured' following the application of the agreed percentage uplift to the declared value .	



Your cover

Insuring clause

We will cover you for damage to the property insured at the premises occurring during the period of insurance caused by a Cover listed below and not stated to be excluded in the schedule.

Limit of indemnity

Our liability under this section shall not exceed the **sum insured** by each item stated in the **schedule** in respect of any one **period of insurance**.

However, for the items listed below the **sums insured** are as follows:

	GBP
a) tobacco, cigarettes, cigars	1,000 for any one claim
b) wines and spirits	1,000 for any one claim
c) jewellery, watches, furs, precious metals or stones	2,500 for any one claim
d) electronic entertainment equipment, video equipment	1,000 for any one claim
e) cameras, DVD's, CD's and computer games	1,000 for any one claim
f) contact lenses and money	1,000 for any one claim
g) any one pedal cycle	500 for any one person
h) rare books, antiques, paintings or works of art	2,500 for any one item and 25,000 in total for any one period of insurance
i) non-ferrous metals	2,500 for any one claim

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

This section does not cover the amounts of the **excess** stated in respect of each and every loss as ascertained after the application of all other terms and conditions including any condition of average (underinsurance).



Basis of claims settlement

A. Indemnity

The basis upon which **we** will calculate the amount **we** will pay for any claim for professional fees, debris removal, pedal cycles and personal effects and **stock** will be:

- a) the cost of replacement or repair of the **property** which has suffered **damage**, to a condition as good as, but not better or more extensive than, its condition immediately before the **damage**; or at **our** option:
- b) where the **property insured** is lost or destroyed, the value of the **property insured** immediately before its loss or destruction.

B. Reinstatement

Following damage to the property insured, except for professional fees, debris removal, pedal cycles and personal effects, computer records and **stock**, the basis upon which **we** will calculate the amount **we** will pay for any claim will be the **reinstatement** of the **property damaged**, subject to the following conditions:

- a) where the property insured is:
 - lost or destroyed, we will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new;
 - ii) **damaged**, **we** will pay for the replacement or repair of the **damaged** portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **we** will not pay more than **we** would have done if the **property** had been completely destroyed.

- b) The work of **reinstatement**:
 - may be carried out on another site and in a manner suitable to your needs provided that our liability is not increased;
 - ii) must begin and be carried out as quickly as possible.

The maximum **we** will pay under this section in any one **period of insurance** will not exceed:

- a) the sum insured on each item: or
- b) the total **sum insured**;

or any other maximum amount payable or the **limit of indemnity** specified in this section or the **schedule**.

C. Day one basis (non-adjustable)

The insurance by the item(s) indicated in the **schedule** is subject to the following:

- a) If a declared value is stated for any item in the schedule, then our liability will not exceed the sum insured calculated by applying the uplift to the declared value as stated in the schedule. You having stated in writing the declared value of each item in the schedule, and the premium has been calculated accordingly.
- b) At the start of each period of insurance, you must notify us of the declared value of each of the items insured on a day one basis. In the absence of a declaration, the last amount declared by you will be taken as the declared value for the next period of insurance.
- c) Where General Condition Average part (a) is applied, no payment is to be made beyond the amount which would have



been payable had this clause not been operative. **Our** liability will be limited to 100% of the **declared value** shown in the **schedule**.

Covers

- 1. Fire but excluding damage caused by:
 - a) Cover 3 Explosion resulting from fire;
 - b) its own spontaneous fermentation or heating;
 - c) its undergoing any heating process or any process involving the application of heat;
 - d) Cover 7 Earthquake;
 - e) Cover 8 Subterranean Fire;
 - f) Cover 2 Lightning.

2. Lightning

- 3. Explosion but excluding damage:
 - a) caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to you or under your control;
 - b) in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service.
- Aircraft or other aerial devices or articles dropped from them but excluding damage caused by:
 - a) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - b) fire.
- 5. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons but excluding damage arising from:
 - a) confiscation, requisition or destruction by order of the government or any public authority;
 - b) stopping work;
 - Cover 1 Fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
 - d) Cover 13 Theft or Attempted Theft directly caused by malicious persons to any **building** which is **unoccupied** or not in use for more than 30 days.
- 6. Earthquake excluding damage by Cover 1 Fire.
- 7. Subterranean fire.
- 8. Storm but excluding damage:
 - a) by Cover 2 Lightning;
 - b) to fences gates and moveable property in the open unless the building is also damaged by the same event:
 - to open sided or fronted buildings or to the property contained therein:
 - d) by Cover 9 Flood;



e) by frost or Cover 15 Subsidence Ground Heave or Landslip;

Flood but excluding damage:

- a) attributable solely to change in the water table level;
- b) caused by Cover 2 Lightning;
- c) caused by Cover 8 Storm;
- d) by frost or Cover 15 Subsidence Ground Heave or Landslip;
- e) in respect of movable property in the open, fences and gates.

10. Escape of water from any tank, apparatus or pipe but excluding damage:

- a) by water discharged or leaking from any automatic sprinkler installation;
- b) in respect of any building which is unoccupied

11. Accidental escape of water from any automatic sprinkler installation in the premises but not damage caused by:

- a) freezing whilst the building is unoccupied
- b) caused by Cover 1 Fire;
- c) caused by Cover 3 Explosion;
- d) caused by Cover 6 Earthquake;
- e) caused by Cover 7 Subterranean Fire or heat caused by fire.

12. Impact by any road vehicle or animal.

13. Accidental damage but excluding:

- a) damage caused by:
 - i) any of the Covers specified above;
 - ii) the causes expressly excluded from the Covers specified above whether or not insured;
 - iii) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials;
 - iv) faulty or defective workmanship, operational error or omission on the part of **you** or any **employee**, but this shall not include subsequent **damage** which itself results from a cause not otherwise excluded:
 - v) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects:
 - vi) change in temperature, colour, flavour, texture or finish;
 - vii) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services;
 - viii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them;
 - ix) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude subsequent **damage** so long as it is not excluded above;
 - x) pollution or contamination;
 - xi) normal settlement or bedding down of new structures;



- xii) acts of fraud or dishonesty;
- xiii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
- xiv) damage to a building or structure caused by its own collapse or cracking;
- xv) any process of production, packing, treatment, testing, commissioning, servicing or repair;
- xvi) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;

b) damage to:

- movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust;
- ii) vehicles licensed for road use (including their accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
- iii) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy;
- iv) glass.

14. Fixed glass and sanitary ware at the premises including:

- a) damage to window frames or framework, shutters or blinds following breakage of glass;
- b) the cost of replacing window alarm foil lettering or painting or other ornamental work attached to the glass;
- damage to goods incidental to the business caused by breakage of fixed glass in display windows;
- d) removing or replacing the fixtures and fittings necessarily incurred to replace the glass;
- e) the cost of necessary boarding up pending repair or replacement;

but excluding:

- a) repairs, alterations or other fitting to the **premises**;
- b) defects in frames and framework;
- c) any unoccupied building;d) faulty or defective workmanship on your part or any of your emplovees:
- e) wear and tear, gradual deterioration, mechanical or electrical breakdown of neon and illuminated signs and electric light fitments.

The most we will pay is for any one claim is GBP 2,000.

15. Theft or attempted theft including damage:

- a) involving forcible and violent entry to or exit from **buildings**;
- b) following assault or violence or threat of assault or violence to you or any partner, director, employee of yours or members or their families or any other person lawfully on the **premises**;
- c) to the **premises** for which **you** are responsible as a result of (a) above;
 - but, unless we state otherwise in the schedule, we do exclude damage:
 - caused by you or any partner, director or employee of **yours** or any other person to whom property has been entrusted excepting collusion;



- ii) in respect of:
 - a) coin and similarly operated gaming and or amusement machines or their contents;
 - b) money except as provided for within all other contents;
 - c) livestock, growing crops or trees, furs, jewellery, gold, silver or other precious metals or precious stones or curiosities works of art or rare books except as provided for within all other contents;
 - d) to property in gardens, yards, open spaces or in open sided or fronted **buildings** or in **buildings** not on permanent foundations.

16. Subsidence, ground heave or landslip excluding damage:

- a) arising from the settlement or movement of made-up ground or by coastal or river erosion;
- b) occurring as a result of the construction demolition altering or structural repair of any **property** at the **premises**;
- arising from the settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence ground-heave or landslip;
- d) occurring prior to the inception date of the insurance under this section;
- e) caused by subsidence, ground-heave of any part of the site on which the **buildings** stand or landslip resulting from groundworks or excavation at the **premises**;
- f) caused by subsidence, ground heave of any part of the site on which the **buildings** insured stand or landslip to the yards, car parks, roads, pavements, walls, gates and fences unless the **buildings** insured under this section are affected at the same time.

Special condition applicable to Cover 16

- a) You must notify us immediately you become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
- We shall then have the right to vary the terms or cancel this cover.

Limit of indemnity

We will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it in accordance with the Basis of Claims Settlement condition applicable to this section.

The amount **we** will pay will not exceed the **sum insured** stated in the **schedule** for each item insured. However, for the items listed below the **sums insured** are as follows:

GBP

a) tobacco, cigarettes, cigars

1,000 for any one claim

b) wines and spirits

1,000 for any one claim



c) jewellery, watches, furs, precious metals or stones	2,500 for any one claim
d) electronic entertainment equipment, video equipment	1,000 for any one claim
e) cameras, DVD's, CD's and computer games	1,000 for any one claim
f) contact lenses and money	1,000 for any one claim
g) any one pedal cycle	500 for any one person
h) rare books, antiques, paintings or works of art	2,500 for any one item and 25,000 in total for any one period of insurance
i) non-ferrous metals	2,500 for any one claim

Automatic extensions

The following extensions are provided as standard covers

Additional metered electric, water or gas charges

Cover for additional metered electric, water or gas charges **you** incur as a result of **damage** by an insured Cover to **buildings**. Provided that remedial works be completed within 30 days of the **damage** being discovered.

We will calculate the amount to be paid by comparing the charge made by the water suppliers for the period during which the **damage** occurred with the charges for the previous period, adjusted for any relevant factors affecting **your** consumption of water during the periods concerned.

We will not pay more than GBP 10,000 in total for any one **period of insurance** excluding the cost or value of metered water or heating oil lost when the **premises** are **unoccupied** or not in use.

General Condition Average does not apply to this extension.



Capital additions

Cover for:

- a) any newly acquired or built property which are not insured elsewhere for which **you** are responsible; and
- b) alterations, additions and improvements to **property insured** but not for increases in value anywhere in the **territorial limits**.

Provided that:

- i) you must advise us of all additions within 6 months and pay the appropriate additional premium from the date on which the items become your responsibility;
- ii) once the premium has been paid for the additional property, the provisions of this extension are reinstated.

Cover under this additional cover for any one **premises** is limited to 15% of the total **sum insured** under this section with a maximum limit of GBP 500,000 whichever is lesser.

You will pay the appropriate additional **premium** required from inception of any additional insurance provided. The additional **sum insured** declared will be added by **endorsement** to the respective **schedule sum insured** whereupon these provisions shall be fully reinstated.

Computer records

Cover for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing computer records, and not for the value to **you** of the information contained in them and **we** will not cover any expenses in connection with the production of information to be recorded in computer records, up to a maximum of GBP 10,000 for any one claim and in total in any one **period of insurance**.

Contract price

If a sale contract is cancelled entirely due to **damage** to **stock** sold by **you** that is not delivered and is still **your** responsibility the amount **we** will pay **you** will be based on the contract price. The value of all **stock** where the sale contract is cancelled following **damage** will also be settled on this basis.

Contract works

Cover for **buildings** includes any permanent or temporary works undertaken in performance of any contract, including all unfixed materials and goods delivered to or placed on or adjacent to the **premises** and intended for incorporation in the contract works, all for which **you** are responsible for under the terms of the contract up to an amount of GBP 100,000 for any one contract.

Contracting purchaser's interest

In the event that **you** contract to sell the **buildings** the cover provided by this section is extended to the purchaser who completes the sale up to and until the date of completion of sale provided that the **buildings** are not otherwise insured.

Customers goods

If you have intimated to your customers that you have accepted responsibility for damage to their goods or goods for which they may be legally responsible and which are temporarily in your custody and control, we agree that all such goods will be considered insured by this policy as stock unless they are more specifically insured elsewhere.



Documents, manuscripts and business books Cover for the cost of the materials together with the cost of clerical labour expended in reproducing those records, and not for the value to **you** of the information they contain for an amount not exceeding GBP 250,000 for any one claim.



Drain clearance

Cover for costs and expenses necessarily incurred in clearing, cleaning or repairing drains, gutters, sewers and the like for which **you** are responsible as a result of **damage**.

The maximum we will pay is GBP 5,000 for any one claim.

European Union & public authorities

Cover for the additional cost of **reinstatement** as may be incurred solely by reason of the need to comply with:

- 1. European Union legislation; if effective at time of the reinstatement
- building or other regulations under or framed in pursuance of any Act of Parliament or bye laws of any public authority which are referred to as "the regulations";

in respect of the destroyed or **damaged property insured** thereby insured.

This extension does not apply to:

- a. the cost incurred in complying with the regulations:
 - i. in respect of damage occurring prior to the granting of this section extension:
 - ii. in respect of **damage** not insured by this section;
 - iii. where notice has been served upon **you** prior to the **damage** occurring;
 - iv. for which there is an existing requirement which has to be implemented within a given period;
 - v. in respect of undamaged **property insured** or undamaged portions of **property** of that portion of the **property insured** destroyed or **damaged**;
- the additional cost that would have been required to make good the property insured destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the regulations not arisen;
- c. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property insured** or by the owner thereof by reason of compliance with the regulations.

Provided that:

- reinstatement work must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the damage or within such further time as we may allow within the said 12 months and may be carried out upon another site if the regulations so necessitate subject to our liability under this extension not being thereby increased;
- if our liability under any item of this section apart from this extension shall be reduced by the application of any of the terms conditions and exclusions of this section then our liability under this extension in respect of any such item shall be reduced in like proportion;
- 3. the total amount recoverable under any item of this section and extension shall not exceed;
 - 3.1. in respect of European Union legislation, if effective at time of the reinstatement
 - a. 15% of the **sum insured**;
 - where the sum insured by the item applies to property insured at more than one premises 15% of the total amount for which we would have been liable had the insured property insured by the item at the premises where damage had occurred been totally destroyed;
 - 3.2. in respect of building or other regulations under or framed in pursuance of any Act of Parliament and or bye-laws of any public authority the **sum insured**.



Exhibitions and trade fairs

Cover for **damage** to the **property insured** plus exhibits, stands, furniture, furnishings, display materials, stationary and other similar property owned by **you**, for a period not exceeding 15 consecutive days whilst at any exhibition or trade fair premises and while in transit to and from them in the **territorial limits** or as may be stated in the **schedule**.

The maximum **we** will pay is GBP 5,000 for any one claim and in the aggregate in any one **period of insurance**.

We will not cover:

- a) theft or attempt from unattended vehicles;
- b) theft or attempted theft where there has been no forcible or violent entry unless the exhibition premises are protected by permanently sited security quards;
- c) the excess of GBP 250 of each loss.

Fire brigade damage to gardens

Cover for costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds following **damage** caused by fire brigade equipment or personnel attending the **premises** to combat fire.

The maximum we will pay is GBP 10,000 in any one period of insurance.

We will not cover:

- a) the cost of movement of soil with the exception of soil necessary for surface preparation:
- b) the failure of trees, shrubs or turf to become established following planting or replanting;
- c) the failure of seeds to germinate.

Fire extinguishing expenses and alarm resetting expenses

Cover **for** costs and expenses incurred by **you** for refilling, recharging or replacing any:

- a) portable fire extinguishing appliances;
- b) local fire suppression system;
- c) fixed fire suppression system;
- d) sprinkler installation; and
- e) sprinkler heads,

solely in consequence of insured damage.

For this cover to operate the equipment described in (a) - (e) above must be maintained in accordance with the manufacturer's instructions.

We will also pay for the costs and expenses **you** incur in resetting fire and intruder alarms and closed circuit television systems.

Costs and expenses recoverable from the maintenance company or the fire service are excluded from this extension.



Loss of metered services

Cover for charges that **you** are responsible for, if water, electricity, heating oil or gas is accidentally discharged from a metered system providing service to the **premises**.

The maximum we will pay is GBP 25,000 for any one claim.

General Condition Average does not apply to this cover.

We will not pay **you** for the charges **you** are responsible for if the **premises** are **unoccupied**.

Loss prevention costs

Cover for reasonable costs necessarily incurred to protect the **buildings** from imminent insured **damage** happening during the **period of insurance**.

Obsolete building materials cover

We will cover you for the reasonable additional costs that you incur in the replacement of damaged buildings where more modern materials are used, provided that the original materials used at the time of installation were appropriate for the type of building considering other materials available at that time.

The replacement **buildings** will not be regarded as being better or more extensive than when new, provided that **our** liability does not exceed 10% of the relevant **sum insured** or **declared value** of the **buildings** for the additional costs.

Partial frustration alternative settlement

If following **damage**, rebuilding or restoration of a **building** is frustrated by the public authority responsible for granting planning permission by refusal to allow a building of the same size and/or use, **we** will pay:

- a) the cost of constructing a building to the extent permitted by the public authority;
- b) the reduction in the market value of **your** interest in the land and **buildings** solely as a result of the **damage** immediately following agreement by **us** that frustration is unavoidable;
- c) any capital sums legally payable by **you** to any lessees under the terms of the lease or otherwise in consequence of frustration.

Professional fees

Cover for architects, surveyors, legal and consulting engineers fees requirement of necessarily and reasonably incurred with **our** written consent in the **reinstatement** or repair of the **property insured** as a result of **damage**.

We will not cover any costs or expenses for preparing any claim.

The most **we** will pay for any item is the item **sum insured** shown in the **schedule**.

Reinstatement to match

Cover for the cost of replacement or modification of non-damaged parts of the **buildings** that form part of a suite, common design or function where the **damage** is restricted to a clearly identifiable area or to a specific part.



The maximum we will pay will not exceed 10% of the sum insured (or declared value) any one claim or the amount that would have been payable had the suite, common design or function been wholly destroyed, whichever is the less.

Removal of debris

Cover for costs necessarily incurred by **you** with **our** written consent in:

- a) removing the debris from;
- b) dismantling or demolishing;
- c) shoring up or propping; and
- d) boarding up;

the portion or portions of the property insured damaged.

We will not cover costs or expenses:

- incurred in removing debris except from the site of the damaged property insured and the area immediately adjacent to the site;
- b) arising from **pollution or contamination** of property not covered by this section.

Rented or leased buildings

Cover for damage to:

- a) the building(s) including landlords fixtures and fittings where **you** are the lessee; and/or
- b) rent payable by **you** for the building(s);

up to the limit shown in the **schedule** but only to the extent that **you** are liable for the **damage** to those building(s) and/or for the rent payable.

We will not cover any risk which any lessor has agreed by legal contract to insure. Provided that:

- a) if we request it, you agree to provide us with a copy of the lease or the relevant portions of the lease, for any of the premises which this cover applies to, and you also agree not to extend the relevant sections of the lease for the duration of this insurance without our consent:
- b) we will not be responsible for rent payable unless the building which the rent payable relates to is damaged where it is rendered unfit for occupation and then only for the proportion of the rent payable that is equivalent to the time necessary for reinstating the damage sustained.
- c) no amount is recoverable under this cover:
 - i) due to the application of any excess or average condition under any more specific insurance; or
 - ii) due to breach, other than any unintentional breach by **you**, of any condition precedent under any more specific insurance.

Seventy two hours

Damage occurring within 72 consecutive hours of and arising from Covers 6 - Earthquake only, 8 - Storm and 9 - Flood is deemed to be one claim. **You** have the right to select the moment from which the 72 hour period is deemed to have commenced within the terms of this section, provided that **damage** occurred before expiry of the **period of insurance**.

Temporary removal

Cover for damage to contents whilst temporarily removed for cleaning, renovation, repair or similar purposes and to deeds, documents, business books, manuscripts, and plans whilst



temporarily removed elsewhere and in transit within the **territorial limits** from the insured events of this section. The maximum **we** will pay is for any one claim is GBP 25,000.

However, we will not cover:

- a) motor vehicles and motor chassis licensed for normal road use;
 or
- b) property more specifically insured.

Theft damage to buildings

Where there is no building insurance under this **policy we** will pay for **damage** (except for fire) to that part of the **premises** containing the **property insured** directly resulting from theft or attempted theft provided always that **you** are the owner of the **premises**.

The maximum **we** will pay is GBP 25,000 in total in any one **period of insurance**.

Theft of fixed fabric of the building

Cover for theft of the fixed fabric of the **building**, where the **building** is shown as insured in the **schedule**.

Third party storage locations

Cover for damage to contents or stock from the Covers of this section whilst at third party storage locations within the territorial limits.

The maximum **we** will pay is GBP 25,000 for **damage** caused by theft or attempted theft and 15% of the **contents** or **stock sum insured** or GBP 500,000 whichever is the less, for all other **damage**.

Traces and access

We will pay for the reasonable costs incurred in locating the source of an escape of water or fuel from any tank, apparatus or pipe on the premises and subsequent making good of damage caused as a consequence of locating the source.

The maximum we will pay is GBP 50,000 for any one claim.

We will not cover the cost of repairs to any fixed domestic water services or heating installation.

Unauthorised use of supplies

Cover for the cost of water, gas, electricity or other metered supply charges **you** incur and for which **you** are legally responsible, up to an amount of GBP 5,000 any one claim, due to unauthorised use by persons taking possession of, keeping possession of or occupying any **building** without the **your** written consent, provided that:

- a) you take all practicable steps to terminate unauthorised use as soon as it is discovered;
- b) **you** have complied with the Claims Conditions Claims Procedure;
- c) notification of possession is given to **us** as soon as practicably possible upon **you** becoming aware of it.

We will not cover the cost of repairs to any fixed domestic water services or heating installation.

Underground services

Cover for accidental **damage** not otherwise excluded to underground water, gas, oil, drain or sewer pipes and underground electricity or



Value added tax (or similar tax in the territorial limits)

telephone cables which extend from the **premises** to the public mains and for which **you** have responsibility for repair or **reinstatement**.

Cover for value added tax (VAT) or similar tax in the **territorial limits**, paid by **you**, which is not subsequently recoverable. Provided that:

- a) your responsibility for VAT arises solely as a result of the reinstatement or repair of the property insured following damage:
- b) we have paid or have agreed to pay for the damage;
- c) **our** liability does not include amounts payable by **you** as penalties or interest for non-payment or late payment of VAT; and
- d) **you** have taken all reasonable precautions to insure adequately for VAT liability at the start of this **policy** and at each subsequent renewal date.

For the purpose of any average condition, **reinstatement** costs will be exclusive of VAT.

Our liability may exceed the **sum insured** for the **property insured** where the excess amount is solely for VAT.

Section conditions

These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Automatic reinstatement of sum insured

Following **damage**, the sums insured by this **policy** will be automatically reinstated from the date of the **damage**, unless written notice is given to the contrary either by **us** or by **you**, provided always that following reinstatement **you** will:

- a) pay any additional premium as may be requested for reinstatement from the date of reinstatement; and
- b) apply any additional protective devices at the **premises** which **we** may reasonably require.

Electrical wiring inspection

- a) All electrical circuits must be tested at least every three years by a member of the National Inspection Council for Electrical Installation Contracting (NICEIC), or the Electrical Contractors Association (ECA), or the ECA of Scotland (SELECT) to ensure that it meets current IET (The Institution of Engineering and Technology) Regulations (or similar bodies in the **territorial limits**) and that an inspection certificate is issued following inspection.
- b) Any defects identified must be remedied in accordance with the regulations of the IET within 30 days of the issue of the certificate, or another date as may be agreed by **us** if requested by **you**.

Fire alarms

You undertake to:

 carry out and record the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed;



- 2. carry out and record the maintenance procedures specified by the manufacturers of the equipment;
- 3. notify **us** immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more;
- 4. record details of all events such as alarm faults tests maintenance and disconnections and keep such details available for examination by **our** representatives.

Subject to Section Condition Non-compliance below.

Fire precautions

You should ensure that:

- a) all fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order;
- b) all fire extinguishing appliances will be regularly inspected and maintained in efficient working order.

Foundations

For any **sum insured** on **buildings** subject to any condition of average, those parts of the foundations and incombustible floors of **buildings** (other than machinery foundations) more than 8 centimetres below the level of floors of the lowest storeys (whether the floors constitute the flooring of the basements or otherwise) are excluded from this insurance except where they are within a radius of 60 centimetres around and below any structural column or similar superstructure support.

Intruder alarm (only applies if shown in the schedule)

It is a condition that:

- the alarmed premises are protected by the intruder alarm system whenever they are closed for business or left unattended; unless the intruder alarm system is set in its entirety with the means of communication used to transmit signals in full operation;
- the intruder alarm system is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or the other company agreed with us;
- 3. no alteration to or substitution of:
 - a) any part of the intruder alarm system;
 - the procedures agreed with us for police or any other response to any activation of the intruder alarm system; or
 - c) the maintenance contract;
 - will be made without our written agreement;
- no structural alteration of or changes in the layout to the premises that could affect the operation of the intruder alarm system will be made without our written consent;
- 5. all keys to the **intruder alarm system** are removed from the **premises** when they are left unattended;
- 6. the keyholders keep all codes for the operation of the intruder alarm system secret and do not leave details of them on the premises;
- 7. **you** appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm;
- 8. if the **intruder alarm system** is activated or the communication signal interrupted then (unless alternative procedures have been



agreed with **us** in writing) a **keyholder** will attend the **premises** as soon as reasonably possible following notification and will not leave without there being at least one **responsible person** on the **premises** until the provisions of paragraph 5 above have been complied with:

- 10. in the event of **you** receiving any notice:
 - a) that the police response to alarm signals/calls from the intruder alarm system may be withdrawn or the level of response reduced or delayed;
 - b) from a local authority or court order imposing any requirements for abatement of a nuisance; or
 - from the installing company or other company as agreed by us that the intruder alarm system cannot be returned to or maintained in fully working order;

you must advise **us** as soon as reasonably practicable and in any event not later than 10.00 am on the next working day and comply with all **our** later requirements.

Special provision

Before **we** agree the alarm specification and maintenance contract arrangements, **you** must comply with all the requirements detailed above as if **we** had agreed the specification and maintenance arrangements.

In the event that new property of like kind and quality is not obtainable following **damage**, property which is as similar as possible to that which has sustained **damage** and which is capable of performing the same function will be considered new property of like kind and quality and will in no event be considered as a betterment to **you**.

In the event of replacement with new property **we** will pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between:

- a) new equipment installed to replace equipment which has sustained **damage**; and
- b) undamaged existing equipment at the same or an interdependent location.

Provided always that:

- i) **we** will be liable only for the amount sufficient to enable **you** to resume operations in substantially the same manner as before;
- ii) we will be liable only for the difference between:
 - a) the highest sales value of the undamaged existing equipment at the same or an interdependent location; and
 - b) the installed cost of the technologically current equipment.

Minimum levels of security

Involuntary

betterment

We will not be liable for any **damage** by theft or attempted theft unless:

- a) all locks, fastenings, shutters and other methods of securing all means of access to the **premises** are fitted in accordance with the manufacturer's instructions and secured into their closed position whenever the **buildings** or area under **your** control are closed for business; and
- b) the following minimum security is installed at the **premises** and maintained in efficient working order while this **policy** remains in force:



- all external doors at the premises and any internal doors which give access to any part of the building not occupied by you must be of solid construction and fitted with a mortise deadlock conforming to British Standard 3621 (or similar standard in the territorial limits);
- ii) where the doors are double leaf in addition to the mortise deadlock the first closing leaf must be fitted with internal flush or mortise rack bolts at the top and bottom of the leaf;
- iii) any outward opening doors should, in addition to the above, have each hinge fitted with a hinge bolt;
- iv) all accessible opening windows, fanlights and skylights, including those accessible from decks, roofs, fire escapes or downpipes, must be fitted with key operated window locks, except those opening windows protected by solid steel bars, grilles, expanded metal or weld mesh.

Mortgagees

The act or neglect of any mortgagor or occupier of any **building** insured which increases the risk of **damage** without the authority or knowledge of any mortgagee will not prejudice the interest of the latter party (parties) in this insurance as long as they notify **us** as soon as reasonably practicable on becoming aware of the increased risk and pay an additional premium if required.

Non-compliance

Where:

- a) the obligations in the conditions set out above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time; and
- b) do not define the risk as a whole;

we shall not rely on any non-compliance to avoid our liability under the terms of this **policy** if the non-compliance could not have increased the risk of the loss which actually occurred whilst **you** are not in compliance with the obligations above.

We shall not be liable to provide cover in respect of any act **event** claim or incident occurring whilst **you** are not in full compliance with the obligations above.

Premises inspection

You must ensure that:

- a) the **buildings** are examined at the end of each **business** day for smouldering matches, tobacco or other material;
- b) the employee making the examination signs a daily report; and
- c) the management checks these reports at least once a week.

Re-erection

The insurance within the limits of the **sum insured** for **contents** includes the cost of re-erection and fixing machinery and plant because of **damage** covered by this **policy**.



Subrogation waiver

Following a claim under this section **we** agree to waive any rights, remedies or relief which **we** might have become entitled by subrogation against:

- a) any company standing in relation of parent to subsidiary (or subsidiary to parent) to you;
- b) any company which is a subsidiary of a parent company of which **you** are a subsidiary.

In each case as defined by current law at the time of the damage.

Waste

- a) All oily or greasy waste and/or used cleaning cloths which remainin the **buildings** after the **premises** have closed for the day or when there are no **employees** on the **premises** must be kept in lidded metal receptacles and the contents of the receptacles must be removed from the **buildings** at least once a week and placedin:
 - i) non-combustible lidded containers; or
 - ii) metal lidded skips;

which must be placed at least 5 metres away from the **buildings** or **other property**.

- b) All other trade waste including but not limited to redundant **stock** and/or **contents** must be removed from the **buildings** after the **premises** have closed for the day or when there are no **employees** on the **premises** and must be placed in:
 - i) non-combustible lidded containers; or
 - ii) metal lidded skips which must be placed at least 5 metres away from the **buildings** or **other property**.
- c) When containers or skips are full they must be removed from the **premises**.

Workmen and alteration to the premises or business

Workmen and tradesmen are allowed in or about the **premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance, but **we** have accepted this insurance on the basis of information supplied and cover under this **policy** will cease if:

- a) there are changes to the premises, the building in which it is located or to the business which may increase the risk of damage, liability, accident or bodily injury;
- b) there are changes in the occupancy or use of the **premises**;
- c) your interest in the premises or the business ceases; or
- the **business** is wound up, carried on by a liquidator or receiver or permanently discontinued;

unless **you** have notified **us** within a reasonable time and **we** have agreed to these changes in writing.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Burst boiler, economiser vessel machine or apparatus **damage** caused by or consisting of the bursting of a boiler, economiser vessel machine or apparatus in which internal pressure is due to steam only, belonging to or under **your** control, other than a boiler used for domestic purposes only, but this will not exclude further **damage** which itself results from a cause not otherwise excluded;



Consequential loss / fines and penalties

Dishonesty / unexplained disappearance or shortages / misfiling / parting with property

Excluded causes

Fire / process of production / spontaneous combustion / faulty charging

Mechanical / electrical breakdown

- a) **consequential loss** following **damage** to property more specifically insured;
- b) fines, liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any other form of consequential loss not specifically provided for;

damage caused by or consisting of:

- a) acts of fraud or dishonesty;
- b) disappearance;
- c) unexplained or inventory shortage;
- d) misfiling, misplacing of information or clerical error;
- e) the voluntary parting with title or possession of any **property insured** if induced by any fraudulent scheme, trick, device or false pretence;

damage caused by or consisting of:

- a) gradual deterioration, frost, wear and tear;
- b) an existing or hidden defect or the **property insured's** own faulty or defective design or materials;
- c) change in water table level except for subsidence, ground heave or landslip;
- d) faulty or defective workmanship, operational error or omission on **your** part or any of **your employees**;
- e) the correction of defects in design or any associated costs and expenses:
- collapse or cracking of **buildings** or structures unless resulting from a cause not otherwise excluded:
- g) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects:
- h) change in temperature, colour, flavour, texture or finish.

However, **we** will cover **you** for any following **damage** which results from a cause not otherwise excluded;

damage to the property insured:

- a) caused by or consisting of fire resulting from the **property** insured undergoing any heating process or any process involving the application of heat;
- b) (other than by fire or explosion) resulting from the property insured undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair;
- c) following the spontaneous combustion or faulty charging of any electrical device, including but not limited to mobile phones and e-cigarettes.

damage caused by or consisting of:

a) mechanical or electrical breakdown or disturbance in the usual order, arrangement or functioning of the particular machine, apparatus or equipment in which the breakdown or disturbance in the usual order, arrangement or functioning originates but this will not exclude any following damage which itself results from a cause not otherwise excluded; or



b) nipple or joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and connecting feed piping;

Other insurance

damage to any **property** more specifically insured by **you** or on **your** behalf:

Other insurance (motor vehicles)

damage to motor vehicles or their contents more specifically insured;

Pollution or contamination

damage caused by pollution or contamination.

However, **we** will cover **you** for **damage**, not otherwise excluded, to the **property insured** caused by:

- a) pollution or contamination which results from an insured Cover;
- b) an insured Cover which results from pollution or contamination;

Portable Heating

damage caused by or arising from the use of portable heaters at the premises

Property under construction or in transit / public highway / fragile items / jewellery, precious stones and metals

damage to:

- a) property or structures in the course of construction or erection and associated materials or supplies in the course of construction or erection;
- b) **property** in transit, provided that the **damage** is not caused by or happening through defective or inadequate packing;
- c) a public highway, unless **your** property or for which **you** are responsible;
- d) china, earthenware, marble or other fragile objects (not including stock);
- e) jewellery, precious stones, gold and silver articles, precious metals, watches, furs, rare books, explosives or non-ferrous metals, bullion;

unless specifically stated as insured in the schedule;

Theft or attempted theft

damage caused by theft or attempted theft:

- a) by any person lawfully in the **premises**;
- b) where **you** or **your** partners, directors or **employees** or any member of **your** household are involved;
- from any building or part of any building not capable of being locked:
- d) voluntary parting of title or possession of any **property insured** if induced by any fraudulent scheme, trick, device or false pretence;
- e) not involving entry to or exit from the **premises** by forcible and violent means.

We will not cover **property insured** whilst on the premises of a hotel or motel unless in the **your** possession or in a locked safe, vault or hotel or motel room;



Uninsured property

damage to:

- a) property in the course of construction including materials for use in the construction;
- b) livestock:
- c) growing crops, trees or plants;
- d) vehicles licensed for road use, (including their accessories) caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft;
- e) land, (including water in or on land), railway lines, dams, reservoirs, piers, jetties, wharves, docks, canals, rigs, wells, pipelines, bridges, culverts, tunnels, excavations, mining property underground or off-shore property;
- f) **money**, cheques, stamps, books, bonds, credit cards or securities of every description;
- g) above ground transmission lines and their distributing lines and their supporting structures, other than **property** within 250 metres of any **premises**;

unless specifically stated as insured in the schedule;

Unoccupied building

damage while the building is unoccupied caused by:

- a) escape of water from any tank, apparatus or pipe
- b) malicious persons;
- c) freezing.

However, **we** will cover **you** for **damage** if it is caused by Cover 1 Fire or Cover 3 Explosion;

Wind / rain, hail, sleet, snow / flood / dust, sand / freezing

damage to:

- a) gates;
- b) fences;
- c) moveable property in the open;
- d) open sided buildings or property insured within them;

by:

- i) wind;
- ii) rain, hail, sleet or snow;
- iii) flood;
- iv) dust, sand;
- v) freezing.



2. Business Interruption

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Annual rent receivable	The rent receivable during the 12 months immediately before the date of the damage .
Business interruption	interruption or interference with your business carried on at the premises solely caused by an incident at those premises
Customers accounts	all the credit accounts of your business .
Declaration(s)	A declaration of the gross profit / gross revenue (as applicable) earned during the financial year most nearly concurrent with the period of insurance (plus any increase by the amount by which the gross profit may have been reduced during the financial year solely following a loss giving rise to a claim for loss of gross profit) which must be: i) provided to us not later than 6 months after the expiry of each period of insurance; and ii) confirmed by your professional accountants.
Estimated gross profit	the amount declared by you to us as representing not less than the gross profit which it is anticipated will be earned by your business during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the maximum indemnity period exceeds 12 months.
Estimated rent receivable	the amount declared by you to us as representing not less than the rent receivable which it is anticipated will be earned by your business during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the maximum indemnity period exceeds 12 months.
Estimated revenue	the amount declared by you to us as representing not less than the revenue which it is anticipated will be earned by your business during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the maximum indemnity period exceeds 12 months.
Gross profit	The amount of the turnover (net of discounts allowed), closing stock and work in progress less the amount of the opening stock , work in progress and specified working expenses .
	NB: For the purpose of this definition gross profit is as defined but the words and expressions used will have the meaning attached to



	them in your usual accounting methods, due provision being made for depreciation of stock and work in progress.
Gross revenue	The money paid or payable to you for the work done or services rendered in the course of the business (net of discounts allowed) but excluding rent receivable.
Incident	an event of damage to the insured property used by your business .
Indemnity period	the period commencing from the date of the incident and ending no later than the maximum indemnity period during which the results of the business are affected in consequence of the damage .
Maximum indemnity period	the number of months stated against each item detailed in the schedule unless stated otherwise by endorsement .
Outstanding debit balances	 an estimate of the total debit declared at the time of the incident adjusted for: a) bad debts; b) amounts debited or invoiced but not debited and credited including credit notes and money not passed through your books of accounts at the time of the incident to customers accounts in the period between the last statement date and incident; c) any abnormal condition of trade which had or could have had a material effect on your business so that the figures adjusted shall represent as nearly as practicable those which would have applied at the incident.
Rent receivable	The money paid or payable to you by tenants for accommodation and services provided in the course of the business at the premises .
Specified working expenses	 a) 100% of purchases (less discounts received); b) 100% of discounts allowed; c) 100% of bad debts written off.
Standard rent receivable	The rent receivable during that period in the 12 months before the date of the damage which corresponds with the indemnity period . We will adjust the figures as necessary to provide for trends or special circumstances affecting the business before or after the damage or which would have affected the business had the damage not occurred.
Standard revenue	The revenue during that period in the 12 months before the date of the damage which corresponds with the indemnity period. We will adjust the figures as necessary to provide for the trends or special circumstances affecting the business before or after the damage or which would have affected the business had the damage not occurred.
Standard turnover	The turnover during that period in the 12 months immediately before the date of the damage which corresponds with the indemnity period to which adjustments will be made as necessary to provide



	for the trend of the business and for variations in or other circumstances affecting the business had the damage not occurred, so that the figures adjusted represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage .
Turnover	The money paid or payable to you for goods sold or delivered and for services rendered in course of the business at the premises .

Your cover

Insuring clause

We will cover you for business interruption losses occurring in the indemnity period following solely caused by an incident during the period of insurance caused by the operation of a Cover listed below and not stated to be excluded in the **schedule**.

Provided that at the occurring of the **business interruption** there shall be in force an insurance covering **your** interest in the **property insured** at the **premises** against such **damage** and that payment:

- 1. shall have been made or liability admitted; or
- would have been made or liability admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Limit of indemnity

Our liability under this section shall not exceed the **sum insured** by each item stated in the **schedule** in respect of any one **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Basis of claims settlement

A. Gross profit

The insurance by this item is limited to loss of **gross profit** not exceeding the **limit of indemnity** due to:

- a) reduction in turnover; and
- b) increase in cost of working; and the amount payable will be:
- for reduction in turnover, the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period will following the damage fall short of the standard turnover:
- for increase in cost of working, the additional expenditure necessarily and reasonably incurred with the written consent of insurers for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period following the damage but not exceeding the total of:
 - a) the sum produced by applying the rate of **gross profit** to the amount of reduction avoided; plus
 - b) 25% of the **sum insured** by this item (but not more than GBP 250,000);



less any sum saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced following the **damage**.

However, if the **sum insured** by this item is less than the estimated **gross profit** (proportionately increased where the **maximum indemnity period** exceeds 12 months) earned by the **business** during the financial year most nearly concurrent with the **period of insurance**, the amount payable will be proportionately reduced.

B. Additional cost of working

The insurance by this item is limited to additional cost of working due to additional expenditure and costs necessarily and reasonably incurred with the written consent of insurers in order to minimise any interruption or interference with the **business** during the **indemnity period** but not exceeding the **sum insured** stated in the **schedule**.

C. Rent receivable

The insurance by this item is limited to loss of rent receivable due to:

- a) reduction in rent receivable; and
- b) increase in cost of working; and the amount payable will be:
- for reduction in rent receivable, the amount by which rent receivable during the indemnity period will in consequence of the damage fall short of the standard rent receivable;
- for increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in rent receivable which but for that expenditure would have taken place during the indemnity period in consequence of the damage but not exceeding:
 - a) the amount of reduction in revenue avoided;
 - b) plus 25% of the **sum insured** by this item (but not more than GBP 250,000);

less any sum saved during the **indemnity period** for the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced in consequence of the **damage**.

However, if the **sum insured** by this item is less than the **annual rent receivable** (proportionately increased where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

D. Loss of revenue

The insurance by this item is limited to loss of **gross revenue** due to:

- a) reduction in **gross revenue**; and
- b) increase in cost of working; and the amount payable will be:
- for reduction in gross revenue, the amount by which the actual gross revenue during the indemnity period will because of the damage fall short of the standard revenue;
- 2. for increase in cost of working, the additional expenditure necessarily and reasonably incurred with the written consent of insurers for the sole purpose of avoiding or diminishing the reduction in gross revenue which but for that expenditure would have taken place during the indemnity period because of the damage but not exceeding the amount of reduction in gross revenue avoided:



less any sum saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross revenue** as may cease or be reduced because of the **damage**.

E. Book debts

- a) This insurance by this item is limited to the loss sustained by you in respect of outstanding debit balances directly due to damage and the amount payable in respect of any one claim due to damage will not exceed:
 - i) the difference between:
 - a) the outstanding debit balances; and
 - b) the total of the amounts received or traced;
 - ii) the additional expenditure incurred with our consent in tracing and establishing customers' debit balances after the damage provided that if the sum insured by this item is less than the outstanding debit balances the amount payable will be proportionately reduced.
- b) If we require any information to verify a claim your professional accountants at the time of the claim may produce and report details contained in business books or records.

We will pay your professional accountant's charges for:

- i) producing information we require for investigating any claim; and
- ii) confirming the information in accordance with your business books.

The maximum **we** will pay for any claim, including professional accountant's fees. will not exceed:

- 1. the **sum insured** on each item: or
- 2. the total **sum insured**; or
- any other maximum amount payable or limit specified in the schedule.

Covers

- Fire but excluding damage caused by:
 - a) Cover 3 Explosion resulting from fire;
 - b) its own spontaneous fermentation or heating;
 - its undergoing any heating process or any process involving the application of heat;
 - d) Cover 7 Earthquake;
 - e) Cover 8 Subterranean Fire;
 - f) Cover 2 Lightning.

2. Lightning

- Explosion but excluding damage:
 - a) caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to you or under your control;
 - in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or



apparatus shall be the subject of a certificate or other contract providing the required inspection service.

- Aircraft or other aerial devices or articles dropped from them but excluding damage caused by:
 - a) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - b) fire.
- 5. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons but excluding damage arising from:
 - a) confiscation, requisition or destruction by order of the government or any public authority;
 - b) stopping work;
 - Cover 1 Fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
 - d) Cover 13 Theft or Attempted Theft directly caused by malicious persons to any **building** which is **unoccupied** or not in use for more than 30 days.
- 6. Earthquake excluding damage by Cover 1 Fire.
- 7. Subterranean fire.
- 8. Storm but excluding damage:
 - a) by Cover 2 Lightning;
 - b) to fences gates and moveable property in the open unless the building is also damaged by the same event;
 - to open sided or fronted buildings or to the property contained therein;
 - d) by Cover 9 Flood;
 - e) by frost or Cover 15 Subsidence Ground Heave or Landslip;
- Flood but excluding damage:
 - a) attributable solely to change in the water table level;
 - b) caused by Cover 2 Lightning;
 - c) caused by Cover 8 Storm;
 - d) by frost or Cover 15 Subsidence Ground Heave or Landslip;
 - e) in respect of movable property in the open, fences and gates.
- 10. Escape of water from any tank, apparatus or pipe but excluding damage:
 - a) by water discharged or leaking from any automatic sprinkler installation;
 - in respect of any **building** which is **unoccupied** or not in use for more than 30 days.
- 11. Accidental escape of water from any automatic sprinkler installation in the premises but not damage caused by:
 - a) freezing whilst the **building** is **unoccupied** or not in use for more than 30 days;
 - b) caused by Cover 1 Fire;
 - c) caused by Cover 3 Explosion;
 - d) caused by Cover 6 Earthquake;



- e) caused by Cover 7 Subterranean Fire or heat caused by fire.
- 12. Impact by any road vehicle or animal.

13. Accidental damage but excluding:

- a) damage caused by:
 - i) any of the Covers specified above;
 - ii) the causes expressly excluded from the Covers specified above whether or not insured;
 - iii) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials;
 - iv) faulty or defective workmanship, operational error or omission on the part of you or any employee, but this shall not include subsequent damage which itself results from a cause not otherwise excluded;
 - v) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects:
 - vi) change in temperature, colour, flavour, texture or finish;
 - vii) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services;
 - viii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them;
 - ix) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude subsequent damage so long as it is not excluded above;
 - x) pollution or contamination;
 - xi) normal settlement or bedding down of new structures;
 - xii) acts of fraud or dishonesty;
 - xiii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
 - xiv) **damage** to a **building** or structure caused by its own collapse or cracking;
 - xv) any process of production, packing, treatment, testing, commissioning, servicing or repair;
 - xvi) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;

b) damage to:

- i) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust;
- ii) vehicles licensed for road use (including their accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
- iii) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy;
- iv) glass.

14. Theft or attempted theft including damage:

a) involving forcible and violent entry to or exit from **buildings**;



- following assault or violence or threat of assault or violence to you or any partner, director, employee of yours or members or their families or any other person lawfully on the premises;
- c) to the **premises** for which **you** are responsible as a result of (a) above;
 - but, unless **we** state otherwise in the **schedule**, **we** do exclude **damage**:
 - caused by you or any partner, director or employee of yours or any other person to whom property has been entrusted excepting collusion;
 - ii) in respect of:
 - a) coin and similarly operated gaming and or amusement machines or their contents;
 - b) money except as provided for within all other contents;
 - c) livestock, growing crops or trees, furs, jewellery, gold, silver or other precious metals or precious stones or curiosities works of art or rare books except as provided for within all other contents;
 - d) to property in gardens, yards, open spaces or in open sided or fronted **buildings** or in **buildings** not on permanent foundations.

15. Subsidence, ground heave or landslip excluding damage:

- a) arising from the settlement or movement of made-up ground or by coastal or river erosion;
- b) occurring as a result of the construction demolition altering or structural repair of any **property** at the **premises**;
- arising from the settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence ground-heave or landslip;
- d) occurring prior to the inception date of the insurance under this section;
- e) caused by subsidence, ground-heave of any part of the site on which the **buildings** stand or landslip resulting from groundworks or excavation at the **premises**:
- f) caused by subsidence, ground heave of any part of the site on which the **buildings** insured stand or landslip to the yards, car parks, roads, pavements, walls, gates and fences unless the **buildings** insured under this section are affected at the same time.

Special condition applicable to Cover 15

- c) **You** must notify **us** immediately **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
- d) **We** shall then have the right to vary the terms or cancel this cover.

Automatic extensions

The following extensions are provided as standard covers.

Prevention of access

We will cover **You** in respect of **Damage** to **property** in the immediate vicinity of the **Premises** as a result of **Damage** caused by any of the Specified Perils insured under Section 2, Business Interruption of this policy,



which prevents or hinders use of or access to the **Premises** whether the **Premises** have been **damaged** or not. **Our** liability under this Extension will not exceed £100,000 for any one loss

Professional accountants

Cover for reasonable charges payable by **you** to **your** professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **us** under the terms of this **policy** and reporting that the particulars or details are in accordance with **your** books of account or other **business** books or documents.

The amount payable under this extension together with the amount payable under this section will not exceed the **limit of indemnity**.

Public utilities

Cover includes interruption of or interference with **your business** in consequence of an **incident** as insured by this section to property at the premises of any public supply undertaking including the land based lines and cables carrying the supply to the terminal point of **your premises** in the **territorial limits** from which **you** obtain gas electricity water or telecommunications but excluding:

- a) telecommunications where such failure is for a period of less than 24 hours:
- electricity gas or water where such failure is for a period of less than 1 hour;
- c) any failure caused by:
 - the deliberate act of any supply authority or by the exercise by any such supply authority of its power to withhold or restrict supply due to drought or any other reason;
 - ii) strikes or any labour or trade dispute;
 - iii) other atmospheric or weather conditions but this shall not exclude failure due to damage to equipment caused by such conditions:
 - iv) loss resulting from error or omission in the design plan or specification of such land based lines and cables operational error or omission faulty workmanship or faulty materials employed in the original product and or original installation of such property.

The **maximum indemnity period** under this **extension** shall be 3 months.

The maximum we will pay for any one claim is GBP 250,000.

Section conditions

These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Accumulated stocks

In adjusting any loss, account will be taken and an equitable allowance will be made if any shortage in **turnover** due to the **damage**



is postponed because of the **turnover** being temporarily maintained from accumulated **stocks** of finished goods.

Alteration

The insurance by this section will be cancelled if:

- a) the **business** is wound up, carried on by a liquidator or permanently discontinued; or
- b) **your** interest ceases otherwise than by death; at any time after the start of this **policy** unless **we** agree it may continue.

Alternative trading

If, during the **indemnity period**, goods are sold or services are rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf, the amount paid or payable for the sales or services will be brought into account in arriving at the takings during the **indemnity period**.

Automatic reinstatement after loss

Unless **you** tell **us** otherwise in writing, **our** liability will not be reduced by the amount of any loss and **you** agree to pay the appropriate additional premium for this automatic reinstatement of cover.

Book of account

You must ensure that **your** books of account and other **business** books or records in which **you** record customer accounts are kept in fire resisting safes or cabinets when not in use.

Current cost accounting

For the purpose of this section any adjustment implemented in current cost accounting will be disregarded.

Declaration for gross profit / gross revenue

If the **declaration** (adjusted as above and proportionately increased where the **maximum indemnity period** exceeds twelve months):

- a) is less than the estimated gross profit / gross revenue (as applicable) for the relative period of insurance, we will allow a pro rata return of premium not exceeding 50% of the premium;
- b) is greater than the **estimated gross profit** / **gross revenue** (as applicable) for the relative **period of insurance**, **you** will pay a pro rata additional premium.

Departments

If the **business** is conducted in departments and their trading results can be calculated separately, clauses (a) and (b) of the item on **gross profit** / **gross revenue** (as applicable) will apply separately to each department affected.

Intergroup dependency

In the event of **damage**, the amount **we** will pay to **you** for any one claim is limited to the consequential loss:

- a) at the premises where the damage takes place; plus
- b) at all other premises;

but the amount **we** will pay will not exceed the **sum insured** shown in the **schedule**.

Payments on account

Payments on account will be made at **our** discretion during the **indemnity period** if requested.

Premium adjustment

Book debts

Within 30 days of the end of each calendar month, you will advise us in writing of the total amount of outstanding debit balances as shown in your accounts. If you do not advise us, we will take the maximum sum insured as the total amount declared.



At the end of each **period of insurance** the actual premium will be calculated on the average amount insured i.e. the total of the amounts declared divided by the number of **declarations**. If the actual premium is greater than the first or annual premium paid, **you** will pay **us** the difference. If it is less **we** will refund the difference to **you** but only up to one half of the first or annual premium paid.

Gross profit / revenue

The first and annual premiums for **gross profit** / **gross revenue** (as applicable) are provisional and are based on the **estimated gross profit** / **revenue** (as applicable) for the financial year most nearly concurrent with the **period of insurance**.

Within six months of the expiry of each **period of insurance**, **you** will give **us** a **declaration** of the **gross profit** / **gross revenue** (as applicable) earned during the financial year most nearly concurrent with the **period of insurance** as confirmed by **your** auditors.

If any loss has occurred giving rise to a claim for loss of **gross profit** / **gross revenue** (as applicable), **we** will increase the **declaration** for the purpose of premium adjustment by the amount by which the **gross profit** / **gross revenue** (as applicable) was reduced during the financial year solely following the loss.

You will before each renewal tell us the estimated gross profit / revenue (as applicable) for the financial year most nearly concurrent with the next period of insurance.

You must ensure that copies of all computer disks, tapes or other recording materials are made each day and the copies removed from the **premises** and kept at a secure location on a daily basis.

If any standing charges of the **business** are not insured by this section (having been deducted in arriving at the **gross profit**), then in calculating the amount recoverable as increase in cost of working that proportion only of any additional expenditure will be brought into account which the **gross profit** bears to the sum of the **gross profit**

and the uninsured standing charges.

If following damage giving rise to a claim under this section you hold a salvage sale during the indemnity period the definition of standard turnover will instead mean the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period (less the turnover for the period of the salvage sale) will because of the damage fall short of the standard turnover from which sum will be deducted the gross profit actually earned during the period of the salvage sale.

This section includes cover for undamaged **stock** (less salvage value), made unusable solely as a result of **damage**.

To the extent that **you** are accountable for value added tax (or similar tax in the **territorial limits**) to the authorities all terms in this section will be exclusive of tax.

Renewal

Removal of computer disks and tapes

Uninsured standing charges

Salvage sale

Undamaged stock

Value added tax (or similar tax in the territorial limits)



Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Clerical errors / omissions

mislaying or misfiling of tapes and records, clerical errors or omissions;

Computer records

erasure or distortion of information on computer systems or other records:

- i) due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by damage to the said machine or apparatus;
- ii) due to defects in records;

Connivance of employees

the connivance of any employee;

Falsification of business records

deliberate falsification of business records;



3. Trade All Risks (Business Equipment)

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Glass	Fixed, plain or wired glass and mirrors at the premises .
Territorial limits (for this section only)	The limits chosen by you and shown in the schedule attaching to this policy : a) at your business premises ; b) anywhere in the General Definition of territorial limits ; c) anywhere in the European Union; or d) anywhere in the world.
Business Equipment	Portable tools and business equipment including portable electronic equipment which are ordinarily used or needed on the site of any contract carried out by You in connection with the Business anywhere within the Territorial Limits

Your cover

Insuring clause

We will cover you for damage occurring to business equipment stated in the schedule during the period of insurance.

Limit of indemnity

Our liability under this section shall not exceed the **sum insured** shown in the **schedule** in respect of any one **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Basis of claims settlement

Reinstatement

Following **damage** to the **property**, except for professional fees, debris removal, pedal cycles and personal effects, computer records and **stock**, the basis upon which **we** will calculate the amount **we** will pay for any claim will be the **reinstatement** of the **property damaged**, subject to the following conditions:

- a) where the property is:
 - lost or destroyed, we will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new;
 - ii) **damaged**, **we** will pay for the replacement or repair of the **damaged** portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **we** will not pay more than **we** would have done if the **property** had been completely destroyed.



b) The work of reinstatement:

- may be carried out on another site and in a manner suitableto your needs provided that our liability is not increased;
- ii) must begin and be carried out as quickly as possible.

The maximum **we** will pay under this section in any one **period of insurance** will not exceed:

- a) the sum insured on each item; or
- b) the total sum insured:

or any other maximum amount payable or the **limit of indemnity** specified in this section or the **schedule**.

Excess

Our total liability applies over and above any excess, as set out in the schedule.

Automatic extensions

The following extensions are provided as optional covers.

Glass

We will replace **glass** for which **you** are responsible at the **premises**, in the event of breakage or at **our** option pay the cost of replacement. **We** are not obliged to replace or pay for the replacement of any property exactly but only as nearly as circumstances permit.

The most we will pay is for any one claim is GBP. 5000

We will also pay for:

- a) damage to window frames or framework, shutters or blinds following breakage of glass;
- b) the cost of replacing window alarm foil lettering or painting or other ornamental work attached to the **glass**;
- c) **damage** to goods incidental to the **business** caused by breakage of fixed **glass** in display windows;
- d) removing or replacing the fixtures and fittings necessarily incurred to replace the **qlass**:
- e) the cost of necessary boarding up pending repair or replacement.

We will not cover:

- a) repairs, alterations or other fitting to the premises;
- b) defects in frames and framework;
- c) any unoccupied building;
- d) faulty or defective workmanship on **your** part or any of **your** employees:
- e) wear and tear, gradual deterioration, mechanical or electrical breakdown of neon and illuminated signs and electric light fitments.

Section conditions

These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Lockfast

All tools of trade, small tools, laptop computers, communication equipment and mobile equipment must be kept in a locked building or vehicle when not in use.



Intruder alarm (only applies if shown in the schedule) No cover will be provided for the items stated in the paragraph above when left in unattended vehicles unless the vehicle is parked in a locked garage or building or the items are permanently fixed to the interior of the vehicle.

It is a condition that:

- 1. the **alarmed premises** are protected by the **intruder alarm system** whenever they are closed for business or left unattended;
- 2. unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation;
- the intruder alarm system is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or the other company agreed with us;
- 4. no alteration to or substitution of:
 - a) any part of the intruder alarm system;
 - b) the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**; or
 - c) the maintenance contract;
 - will be made without our written agreement;
- no structural alteration of or changes in the layout to the premises that could affect the operation of the intruder alarm system will be made without our written consent;
- 6. all keys to the **intruder alarm system** are removed from the **premises** when they are left unattended;
- 7. the keyholders keep all codes for the operation of the intruder alarm system secret and do not leave details of them on the premises:
- 8. **you** appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm;
- 9. if the intruder alarm system is activated or the communication signal interrupted then (unless alternative procedures have been agreed with us in writing) a keyholder will attend the premises as soon as reasonably possible following notification and will not leave without there being at least one responsible person on the premises until the provisions of paragraph 5 above have been complied with;
- 10. in the event of **you** receiving any notice:
 - a) that the police response to alarm signals/calls from the intruder alarm system may be withdrawn or the level of response reduced or delayed;
 - b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
 - from the installing company or other company as agreed by us that the intruder alarm system cannot be returned to or maintained in fully working order;

you must advise **us** as soon as reasonably practicable and in any event not later than 10.00 am on the next working day and comply with all **our** later requirements.

Special provision

Before **we** agree the alarm specification and maintenance contract arrangements, **you** must comply with all the requirements detailed



above as if **we** had agreed the specification and maintenance arrangements.

Subrogation waiver

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

- a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **you** as defined in the Companies Act or Companies (N.I.) Order (or similar legislation in the **territorial limits**) current at the time of the **damage**;
- b) any company which is a subsidiary of a parent company of which you are a subsidiary as defined in the Companies Act or Companies (N.I.) Order (or similar legislation in the territorial limits) current at the time of the damage.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Consequential loss

any consequential loss;

Corrosion, vermin or atmospheric conditions

corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature;

Excluded causes

damage arising from:

- a) faulty or defective design materials, inherent vice or latent defect;
- b) mechanical, electrical, electronic, computer breakdown, failure or derangement;
- c) wear and tear, gradual deterioration, the action of light, atmospheric conditions or other gradually operating cause;
- d) process of cleaning, restoring or repairing;
- e) process of production, packing, treatment, testing or commissioning;
- f) confiscation or detention by Customs or government officials;
- g) disappearance or shortage identified only by stocktaking;
- h) riot, civil commotion occurring elsewhere than in the **territorial limits**.

Faulty workmanship

faulty or defective workmanship, operational error or omission on **your** or any **employees** part but this will not exclude subsequent **damage** which itself results from a cause not being otherwise excluded;

Fraud

acts of fraud or dishonesty by your employees;

Loss caused by malfunction of the property

financial loss caused by the loss of use or malfunction of the **property**;

Pollution or contamination

damage caused by pollution or contamination.

However **we** will cover **damage** to the **property** caused by **pollution or contamination** which itself results from:

a) fire, lightning, explosion, aircraft or other aerial devices dropped from them, 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 pipe, tank or apparatus, sprinkler leakage or impact by any road vehicle or animal; or

 b) any of the above named covers which itself results from pollution or contamination provided it is not otherwise excluded;

Territorial limits

damage occurring outside the territorial limits;

Theft or attempted theft

damage resulting from theft or attempted theft or unexplained disappearances:

- a) from an unattended vehicle unless the item stolen is stored in a locked boot or if there is no boot, an unattended vehicle without windows; or
- b) of **property** which is unattended unless there is forcible and violent entry or exit;

Unattended vehicle

damage from unattended vehicle and or trailer unless the property is kept within the boot or secure compartment which is secured by all locks and other protections;

Uninsured business equipment

damage to:

- a) Business equipment loaned or hired out by you;
- b) glass and other fragile or brittle materials unless as a direct result of fire, theft or accident to the vehicle in which the **Business** equipment was being transported;
- c) Fences, Gates & Business equipment left in the open by theft, attempted theft, storm or flood;
- d) **Business equipment** carried on the outside of vehicles unless as a direct result of collision or overturning.



4. Animal Injuries, Accidents and Expenses

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the policy the following words will have special meaning:

Word	Specific meaning
Accident	A sudden, unexpected, unusual and specific event which occurs at an identifiable time and place and which occurs during the period of insurance .
Clinical signs	Changes in the animal's normal healthy state, it's bodily functions or behaviour.
Costs and expenses	 a) Claimants' costs and expenses arising for any claim against you which may be the subject of cover under this section. b) All necessarily and reasonably costs and expenses incurred by you with our written consent for any claim against you which may be the subject of cover under this policy not exceeding the amount in your schedule.
Illness	Any changes to an animal's normal healthy state, sickness, disease, mental disorders, emotional disorders, defects and abnormalities.
Injury	A sudden physical injury caused by an accident where the animal suffers more than superficial cuts and abrasions.
Market value	The price generally paid for an animal of the same age, breed, sex, pedigree and breeding ability.
Veterinary fees	The amount vets, in general practice, generally charge for the treatment of each type of injury or illness .

Your cover

Insuring clause

We will cover you for:

- i) the death of any animal caused by an accident or injury; or
- ii) injury or illness to any animal caused by an accident; which is in your care, custody or control in the course of your business within the territorial limits during the period of insurance.

Provided that where an **animal** sustains an **injury** while in **your** care, custody or control, such **injury** results in the **animal's** death within 21 days of it leaving **your** care, custody or control.

We will pay your customer on your behalf:

- 1. for death:
 - a) the purchase price of an animal up to 5 years old; or
 - b) the market value of an animal aged 6 years or more; or
 - c) if there is no purchase receipt or formal proof of the amount paid for an **animal**, the **market value**;



2. for **injury**:

a) **veterinary fees** incurred by **your** customer for treatment of such **injury**.

Exclusions

These exclusions apply to this section. **We** will not cover:

- a) intentional slaughter except where we agree to the destruction or where a vet has certified that the humane destruction is essential.
 In which case we will have the right to a post mortem examination carried out by a vet;
- b) death, injury, illness or disease caused by or arising from any malicious or wilful act by **you** or an **employee**;
- any consequential loss other than veterinary fees or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months;
- d) injury to any stud **animal** or any being used for breeding:
- e) death, injury, illness or disease arising out of the administration of any medicament or treatment by you or any employee unless under the direction of a vet;
- f) death, injury, illness or disease to any **animal** owned by **you** or any member of **your** family.

Limit of indemnity

Our liability shall not exceed the sum of GBP 25,000 for any one claim and £75,000 in the aggregate under this section. Necessarily and reasonably **Costs and expenses** are included in the **limit of indemnity**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

Our total liability applies over and above any excess, as set out in the schedule.

Automatic extensions

The following extensions are provided as standard covers

Advertising and reward

If an **animal** is stolen or goes missing during the **period of insurance** whilst held on trust by **you** or in **your** care, custody or control in the course of **your business** activities, cover for:

- a) the cost of advertising;
- b) the cost of the reward you have offered; and
- c) additional costs involved in the recovery of the **animal** not covered by paragraphs (a) and (b) above.

Exclusions applicable to this extension

These exclusions apply to this extension. We will not cover:

- a) any amount in excess of GBP 350 per animal;
- b) any reward that **we** have not agreed to before **you** advertised it;
- any reward not supported by a signed receipt giving the full name and address of the person who found the animal;
- d) any reward paid to the owner of the **animal**, a person employed by **you**, a member of **your** family or someone who lives with **you**.



Claims conditions

You must:

- i) contact **us** for approval of any reward before **you** advertise it;
- ii) send the completed claims form together with the invoices setting out the costs involved including a receipt for any reward **you** paid.

Microchipping

Cover for liability arising from or in connection with microchipping of boarded **animals**.

Provided that the person performing the microchipping of the **animal** holds a valid certificate of competence.

Mitigation costs

We will cover you for reasonable expenses that you incur for any reasonable action you take to mitigate a loss or potential loss that would otherwise be the subject of a claim under this policy, provided always that you obtain our prior consent before incurring these expenses.

The maximum **we** will pay is £25,000 for any one claim and £50,000 in the aggregate in any one **period of insurance**.

Loss of keys

Cover for reasonable costs necessarily incurred in replacing external door locks at the customers' premises following the loss of keys by **you** or any principal, director, partner or **employee** authorised to hold keys.

The maximum we will pay is GBP 10,000 in any one period of insurance.

Theft or straying

If an **animal** is stolen or goes missing whilst in **your** care, custody or control in the course of **your business** activities in the **territorial limits** during the **period of insurance** and is not recovered or does not return, **we** will pay:

- a) the purchase price of an animal up to 5 years old;
- b) the market value of an animal aged 6 years or more; or
- c) if there is no purchase receipt or formal proof of the amount paid for an **animal**, the **market value**.

Conditions applicable to this extension

These conditions apply to this extension:

- a) if the **animal** is stolen, **you** must inform the police and request a crime reference number or written confirmation of **your** report;
- b) you must tell all vets within 5 miles of the area where the animal was last seen;
- you must send a claim form if the animal has not been found within 30 days;
- d) if the **animal** is found or returns, **you** must repay the full amount **we** have paid **you**.

Exclusions applicable to this extension

These exclusions apply to this extension. We will not cover:

- a) any amount in excess of GBP 3,000 per animal;
- b) any amount if **you** have freely parted with the **animal**, even if tricked into doing so, unless someone was looking after or transporting the **animal** in return for money, goods or services.



Travel costs

If an **animal** which is left with **you** and for which **you** are responsible in the course of **your business** activities during the **period of insurance**:

- a) has died or has gone missing; and
- b) as a result the owner has to return to the **territorial limits**; **we** will pay for the travel costs incurred by the owner.

Conditions applicable to this extension

These conditions apply to this extension:

- a) the animal must be confirmed as dead or have beenmissing for at least 24 hours;
- b) you will be responsible for the first GBP 50 of any claim;
- c) you must provide written proof of all costs incurred;
- d) the maximum **we** will pay is GBP 2,500 n total in any one **periodof insurance**.

Claims conditions

You must:

- a) complete a claim form and send **us** invoices to support the amounts **you** are claiming; and
- b) provide **us** with the pedigree certificate and receipt from when **your** customer bought the **animal**.

Section conditions

These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Disclosure of		
information		
relevant to claim		

When **you** claim, **you** agree to give **us** any information **we** may reasonably ask for.

Disclosure of insurance information to vet

If you allow claim monies to be paid directly to your vet then, if the vet who has treated the animal or is about to treat the animal, asks for information about your Insurance that relates to a claim, we will tell the vet what the insurance covers, how the amount we pay is calculated and if the premiums are paid to date.

Due care of the animal

You must take proper care of the animal whilst in your care.

Examination by vet within 48 hours of boarding an animal

If **you** board an **animal** for quarantine **you** must arrange for it to be examined by a **vet** within 48 hours of the time **you** receive it (**you** or the owner must pay the charge).

Good health

You must check the **animal** and only accept it for boarding or quarantine if it is in good health.



Increase in the number of animals at the facility

If the total number of **animals you** can board increases from the number shown on **your schedule**, **you** must notify **your** broker immediately. If **you** do not, **we** will only pay a percentage of any claim for **veterinary fees** based on the number of **animals** shown on **your schedule**.

Offset

When **we** settle **your** claim, **we** will deduct from the amount paid any amount due to **us**.

Rescue animals

All rescue **animals** must be kept in isolation and separate to the commercial boarders.

Vet examination for animals that show clinical signs of injury or illness **You** must arrange for a **vet** to examine and treat the **animal** as soon as possible after it has shown **clinical signs** of an injury or an **illness**. At **our** option, **you** must also take the **animal** to a **vet** that **we** choose.

Vets fees for information

If **we** need information about the **animal** from a **vet** and he or she charges **you**, **you** or the owner must pay the charge

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Animals boarded for more than 6 months

any **animal** which has been boarded at the kennel, cattery or hotel for more than six months;

Animals less than 8 weeks old

any animal that is less than 8 weeks old;

Animals owned by you

any **animal you** own or are responsible for outside the normal **business** activities of a boarding kennel, cattery or rabbit hotel;

Breach of laws or regulations relating to animal health and importation

any loss caused if **you** break any laws or regulations, including those relating to **animal** health and importation in the **territorial limits**;

Confiscation / destruction

the **animal** being confiscated or destroyed by government or public authorities or under the terms of the Animal Act 1971 (or equivalent legislation in the **territorial limits**)

Cover under other sections

any claim which forms the subject of indemnity by any other section or extension in this **policy**;

Criminal proceedings

legal expenses, fines and penalties connected with or resulting from a criminal court case or Act of Parliament;



Dangerous dogs

any dog that must be registered under the Dangerous Dogs Act 1991 and the Dangerous Dogs (amended) Act 1997, or equivalent legislation in the **territorial limits**:

DEFRA restrictions

any costs caused because the Department of Environment, Food and Rural Affairs (DEFRA), or equivalent department in the **territorial limits**, has put restrictions on any **animal you** are boarding;

Diseases transmitted from animals to humans

diseases transmitted from animals to humans;

Excluded illnesses

any amount that results from any illness in the following list if the **animal** is not vaccinated against it:

- a) for dogs distemper, hepatitis, leptospirosis and parvovirus;
- b) for cats feline infectious enteritis, feline leukaemia and cat flu;
- c) for rabbits myxomatosis and viral haemorrhagic disease;

Excluded legislation

claims arising under the Sale & Supply of Goods Act 1994 or the Sale & Supply of Goods to Consumers Regulations 2002, ConsumerRights Act 2015 and any subsequent legislation, or equivalent legislation in the **territorial limits**, for the breeding, sale or supply of any kittens, puppies or any other **animal**.

Guard dogs / racing dogs

dogs used for guarding or racing;

Infectious diseases

compensation for any illness or death as a result of illness of any quarantined **animal** caused by the contraction of any infectious disease;

Medical treatment

the provision of any medical or other bodily treatment;

Non-proprietary or non-branded products

your sale, use, application or prescription of any non-proprietary or non-branded **products** in connection with **your business**;

Strays / rescue animals / animals owned by or the responsibility of a public authority / animals used in security strays, rescued **animals**, any **animal** owned by or the responsibility of a local authority, a charity, the police, the prison service or any guard or security **business**;



5. Animal Illness

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Clinical signs	Changes in the animal's normal healthy state, it's bodily functions or behaviour.
Illness	Any changes to an animal's normal healthy state, sickness, disease, mental disorders, emotional disorders, defects and abnormalities.
Market value	The price generally paid for an animal of the same age, breed, sex, pedigree and breeding ability.
Maximum benefit	The most we will pay during a period of insurance as set out in the schedule .
Veterinary fees	The amount vets, in general practice, generally charge for the treatment of each type of illness .

PART A - VETERINARY FEES

Your cover

Insuring clause

We will cover you for veterinary fees for treatment the animal has received for:

- any illness or injury first occurring or showing clinical signs while in your care, custody or control in the course of your business activities within the territorial limits during the period of insurance; or
- an illness that first shows clinical signs within 72 hours of leaving your care, custody and control during the period of insurance.

Limit of indemnity

Our liability under this section shall not exceed the **limit of indemnity** shown in the **schedule**. The maximum **we** will pay in any one **period of insurance** will not exceed GBP 2,000 per **animal**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

Our total liability applies over and above any excess, as set out in the schedule.



Part A exclusions

These exclusions apply to Part A of this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Claims submitted after 31 days of the animal completing treatment

the cost of any **treatment** if a claim has not been submitted within 31 days of the **animal** completing **treatment**.

Cosmetic dentistry

the cost of any **treatment**, including cosmetic dentistry, that is carried out and that is not directly related to an injury or **illness**.

Costs exceeding the maximum benefit

costs exceeding the maximum benefit for each animal;

Costs incurred 72 hours after the animal leaves your care

the cost of **treatment** of an **illness** or injury received more than 72 hours after leaving **your** care;

Deliberate acts

the cost of treating any injury or **illness** deliberately caused by **you** persons employed by you or for whom you are otherwise responsible;

Dental treatment

the cost of dental **treatment** unless the **animal** has had its teeth checked by a **vet** in the 12 months before the start of cover. If any **treatment** was recommended as a result of that check, this must have been carried out;

Funeral costs

the cost of having the **animal** cremated, buried or otherwise disposed of:

Health improvers / prescription food / flea treatment / pregnancy or birth

the cost of general health improvers, prescription diet food, any treatment for killing and controlling fleas and any **treatment** in connection with pregnancy or giving birth;

Out of hours costs

extra costs for treating the **animal** outside usual surgery hours, unless the **vet** reasonably believes an emergency consultation is necessary;

Pre-existing injury or illness

the cost of any **treatment** for:

- a) an injury that happened or an **illness** that first showed **clinical signs** before the **animal** was left in **your** care, custody or control
- b) an injury or **illness** that is the same as, or has the same diagnosis or **clinical signs** as, an injury, **illness** or **clinical sign** the **animal** had before left in **your** care, custody or control; or
- an injury or illness that is caused by, relates to or results from an injury, illness or clinical sign the animal had before left in your care, custody or control or before a vet's first examination for quarantine;

no matter where the injury, **illness** or **clinical sign** is noticed or happens in or on the **animal's** body;



Preventative treatment costs

the cost of any **treatment** a **vet** normally recommends to prevent injury or **illness**;

Vaccinations / spaying / castration

the cost of vaccinations, spaying and castration.

Part A claims conditions

These claims conditions apply to Part A only.

Notification of claims

You must complete a claim form and send **us** invoices to support the amounts **you** are claiming.

You should send **us your** claim form or report all claims at the end of **treatment** or at the end of the **period of insurance** if the **treatment** has not finished by this time. The claim must be submitted within 31 days of the **animal** completing **treatment**.

PART B - DEATH FROM ILLNESS

Your cover

Insuring clause

We will cover you for:

- a) the purchase price-of an **animal** up to 5 years old;
- b) the market value of an animal aged 6 years or more;
- c) the cost of euthanasia if the animal is put to sleep; or
- d) if there is no purchase receipt or formal proof of the amount paid for an **animal**, the **market value**:

in the event that an **animal** dies or has to be put to sleep by a **vet** as a result of **illness** which first showed **clinical signs** whilst in **your** care, custody and control in the course of **your business** activities within the **territorial limits** during the **period of insurance**.

Limit of indemnity

Our liability under this section shall not exceed the **limit of indemnity** shown in the **schedule**. The maximum **we** will pay in any one **period of insurance** will not exceed GBP 2,000 per **animal**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

Our total liability applies over and above any excess, as set out in the schedule.

Part B exclusions

These exclusions apply to Part B of this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:



Costs exceeding the maximum benefit

costs exceeding the maximum benefit for each animal;

Destruction of the animal

any amount unless a **vet** has put the **animal** to sleep as a result of an injury that cannot be treated or an incurable **illness** and the **vet** reasonably believes it was not humane to keep the **animal** alive because it was suffering;

Funeral costs

the cost of having the **animal** cremated, buried or otherwise disposed of;

Monies not paid to the animals' owner

any amount if **you** have not made payment to or arranged payment to the **animal's** owner;

Pre-existing injury or illness

the cost of any treatment for:

- d) an injury that happened or an **illness** that first showed **clinical** signs before the **animal** was left in **your** care, custody or control;
- e) an injury or **illness** that is the same as, or has the same diagnosis or **clinical signs** as, an injury, **illness** or **clinical sign** the **animal** had before left in **your** care, custody or control; or
- f) an injury or illness that is caused by, relates to or results from an injury, illness or clinical sign the animal had before animal was left in your care, custody or control or before a vet's first examination for quarantine;

no matter where the injury, **illness** or **clinical sign** is noticed or happens in or on the **animal's** body;

Unauthorised prescription medication

death resulting from **you** using any prescription only medicine on the **animal**:

Part B claims conditions

These claims conditions apply to Part B only.

Notification of claims

You must complete a claim form and send **us** invoices to support the amounts **you** are claiming.

In addition, at **your** own expense, **you** must provide:

- a) a death certificate from a vet;
- b) the pedigree certificate and receipt from when **your** customer bought the **animal**; and
- c) a receipt for euthanasia, if you are claiming for this.

Section conditions

These conditions apply to Part A and Part B of this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



Disclosure of information relevant to claim

When you claim, you agree to give us any information we may reasonably ask for.

Disclosure of insurance information to vet If you allow claim monies to be paid directly to your vet then, if the vet who has treated the animal or is about to treat the animal, asks for information about your Insurance that relates to a claim, we will tell the vet what the insurance covers, how the amount we pay is calculated and if the premiums are paid to date.

Due care

You must take proper care of the animal whilst in your care.

Examination by vet within 48 hours of boarding an animal If you board an animal for quarantine you must arrange for it to be examined by a **vet** within 48 hours of the time **you** receive it (**you** or the owner must pay the charge).

Good health

You must check the animal and only accept it for boarding or quarantine if it is in good health.

Increase in the number of animals at the facility

If the total number of animals you can board increases from the number shown on your schedule, you must notify your broker immediately. If **you** do not, **we** will only pay a percentage of any claim for veterinary fees based on the number of animals shown on your schedule.

Offset

When we settle your claim, we will deduct from the amount paid any amount due to us.

Rescue animals

All rescue animals must be kept in isolation and separate to the commercial boarders.

Vet examination for animals that show clinical signs of injury or illness

You must arrange for a **vet** to examine and treat the **animal** as soon as possible after it has shown clinical signs of an injury or an illness. At our option, you must also take the animal to a vet that we choose.

Vets fees for information

If we need information about the animal from a vet and he or she charges you, you or the owner must pay the charge.

Section exclusions

These exclusions apply to Part A and Part B of this section of your policy and are in addition to the General Exclusions. We will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Animals boarded for more than 6 months

any animal which has been boarded at the kennel, cattery or hotel for more than six months;

Animals less than 8 weeks old

any animal that is less than 8 weeks old;

Animals owned by you

any **animal you** own or are responsible for outside the normal business activities of a boarding kennel, cattery or rabbit hotel;



Breach of laws or regulations relating to animal health and importation

any loss caused if **you** break any laws or regulations, including those relating to **animal** health and importation, in the **territorial limits**;

Confiscation / destruction

the **animal** being confiscated or destroyed by government or public authorities or under the terms of the Animal Act 1971, or equivalent legislation in the **territorial limits**, because it was worrying livestock;

Criminal proceedings

legal expenses, fines and penalties connected with or resulting from a criminal court case or Act of Parliament:

Dangerous dogs

any dog that must be registered under the Dangerous Dogs Act 1991 and the Dangerous Dogs (amended) Act 1997, or equivalent legislation in the **territorial limits**;

DEFRA restrictions

any costs caused because the Department of Environment, Food and Rural Affairs (DEFRA), or equivalent department in the **territorial limits**, have put restrictions on any **animal you** are boarding;

Diseases transmitted from animals to humans diseases transmitted from animals to humans;

Excluded animals

strays, rescued **animals**, any **animal** owned by or the responsibility of a local authority, a charity, the police, the prison service or any guard or security **business**.

Excluded illnesses

any amount that results from any **illness** in the following list if the **animal** is not vaccinated against it:

- a) for dogs distemper, hepatitis, leptospirosis and parvovirus;
- b) for cats feline infectious enteritis, feline leukaemia and cat flu;
- c) for rabbits myxomatosis and viral haemorrhagic disease;

Excluded legislation

claims arising under the Sale & Supply of Goods Act 1994 or the Sale & Supply of Goods to Consumers Regulations 2002, ConsumerRights Act 2015 and any subsequent legislation, or equivalent legislation in the **territorial limits**, for the breeding, sale or supply of any kittens, puppies or any other **animal**.

Guard dogs / racing dogs

dogs used for guarding or racing;

Infectious diseases

compensation for any **illness** or death as a result of **illness** of any quarantined **animal** caused by the contraction of any infectious disease;

Medical treatment

the provision of any medical or other bodily treatment;

Non-proprietary or non-branded products

your sale, use, application or prescription of any non-proprietary or non-branded **products** in connection with **your business**;



6. Employers' Liability

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Defence costs and expenses	Any fees, expenses, costs and disbursements incurred in investigating, adjusting, settling or defending a claim that may be covered by this policy . Your internal or overhead expenses or the cost of your time is not included.
Principal	Employer who has engaged you to act on their behalf, under a contract for the performance of work by you , in connection with the business .

Your cover

Insuring clause

We will cover you for your legal liability to pay damages, including claimants' necessarily and reasonably costs and expenses, for **bodily injury** to an **employee** in the course of their employment in the **business**, which occurs during the **period of insurance** arising out of an **occurrence** in the **territorial limits**.

Provided that the cover under this section is in accordance with the provisions of law relating to compulsory insurance of liability to **employees**, but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

Defence costs and expenses are included within the **limit of indemnity**.

Limit of indemnity

- Our liability for damages, necessarily and reasonably costs and expenses payable in respect of any occurrence shall not exceed the amount stated as the limit of indemnity for this section in the schedule.
- The maximum we will pay for damages necessarily and reasonably defence costs and expenses payable in respect of any occurrence arising out of terrorism will not exceed GBP 5,000,000.
- 3. The maximum we will pay for damages and necessarily and reasonably defence costs and expenses payable in respect of any occurrence arising out of or caused by the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos will not exceed GBP 5,000,000.
- 4. For any claim or claims, we may at any time pay the **limit of indemnity** applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. We will



not then be liable to make any further payment in respect of the claim or claims.

If any **occurrence** gives rise to liability under more than one section, our total liability for all claims and occurrences of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest limit of indemnity available under the sections providing cover.

Excess

Our total liability applies over and above any excess, as set out in the schedule.

Automatic extensions

The following extensions are provided as standard covers

Contractual liability

Cover **you** for accidental **bodily injury** imposed on **you** solely by reason of the terms of any agreement entered into by **you** in relation to **your business** provided that the conduct and control of any claim is vested in **us**.

We will not provide cover for any agreement for or including the performance of work outside the **territorial limits**.

For the purposes of this additional cover the definition of 'you' / 'your' under General Definitions is limited to part (1).

Criminal proceedings

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation, that applies to **your business**, directly relating to any actual or potential claim under this section, **we** will pay the necessarily and reasonably costs incurred with **our** prior written consent to defend such an action against **you**.

We will pay up to the amount shown in the **schedule** for the necessarily and reasonably costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

Overseas business trips

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of any director or **employee** acting in a personal capacity during the course of a trip or journey arranged for the purpose of the **business** and will also include their spouse, civil partner or domestic partner and any children accompanying them.

Payment for court attendance

We will compensate you at a rate of:

- a) GBP 250 per day for any director or partner;
- b) GBP 150 per day for any employee;

for each day that **we** request **your** attendance at court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Principals liability

If, as a result of **your business**, any party brings a claim against a customer of **your business** for whom **you** are providing services under contract or agreement and **you** are liable for that claim, **we** will



treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you**, provided that the party to be indemnified:

- a) has not, in our reasonable opinion, caused or contributed to the claim against them;
- accepts that we can control the claim's defence and settlement in accordance with the terms of this extension;
- has not admitted liability or prejudiced the defence of the claim before we are notified of it;
- d) gives us the information and co-operation **we** reasonably require for dealing with the claim.

Private work

Cover for private work carried out by **your employees** for any director or partner of **yours**.

Solicitors' fees

Cover for solicitors' fees incurred with our consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death:
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of cover under this section.

Unsatisfied court judgments

We will at **your** request, pay any **employee** or their personal representative, the amount of damages and costs awarded to the person by a court of law for **bodily injury** against any company registered in or any individual domiciled in the **territorial limits** and which remains unpaid six months after the date of the judgment. **We** will only provide cover if:

- a) the **bodily injury** was caused during the **period of insurance** to the **employee** arising out of and in the course of employment by **you** in the **business**:
- b) the judgment was obtained in a court within the territorial limits;
- c) there is no appeal outstanding;
- d) the **employee** or their personal representative assigns the amount awarded under the judgment to **us**.

Working partners

We will treat as an **employee**, any working partner or proprietor of the **business** who suffers **bodily injury**:

- a) in the course of the **business** during the **period of insurance** and within the **territorial limits**; and
- b) caused by the negligence of another working partner, proprietor or **employee**.



Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Claims outside the applicable courts

outside the territorial limits stated in the schedule;

(this applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable

courts)

Compulsory motor insurance

bodily injury to an **employee** where it is necessary to arrange compulsory motor insurance or security under any domestic Road

Traffic Legislation;

Deliberate or reckless act

any act, breach or omission you deliberately or recklessly commit,

condone or ignore;

Offshore

bodily injury to any employee while offshore.



7. Public and Products Liability

This section is automatically included

Cover relating to injury or loss to your own animals or animals in

your care is not included under this section

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning	
Clean up	 a) Testing for or monitoring of pollution or contamination. b) Cleaning up, removing, containing, treating, detoxifying or neutralising pollution or contamination. 	
Defence costs and expenses	Any necessarily and reasonably fees, expenses, costs and disbursements incurred in investigating, adjusting, settling or defending a claim that may be covered by this policy. Your internal or overhead expenses or the cost of your time is not included.	
Principal	Employer who has engaged you to act on their behalf, under a contract for the performance of work by you , in connection with the business .	
Prosecution costs	Costs incurred by the prosecution in prosecuting a criminal action against you and caused directly by a breach (or alleged breach) of the named statutes in the Statutory Defence and Corporate Manslaughter extension.	

Your cover

Insuring clause

We will cover you for your legal liability to pay damages for:

- a) **bodily injury** to any person;
- b) damage to material property;
- obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with **your business** during the **period of insurance** as a result of an **occurrence**:

- i) within the territorial limits;
- ii) elsewhere in the world other than the United States of America or Canada arising out of **business** visits by directors or non-manual **employees** ordinarily resident in the **territorial limits**;
- iii) anywhere in the world caused by any **products** after they have ceased to be in **your** custody or control.

The maximum **we** will pay for the cover provided under (a) - (c) above is shown in the **schedule**.

In addition, **we** will cover **your** legal liability for claimants' necessarily and reasonably costs and expenses in connection but excluding: a) any judgment award or settlement made within; and



b) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the **limit of indemnity** will be the maximum amount payable.

Limit of indemnity

Our liability for damages, costs and expenses payable in respect of any **occurrence** shall not exceed the amount stated as the **limit of indemnity** for this section in the **schedule**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

Our total liability applies over and above any excess, as set out in the schedule.

Automatic extensions

The following extensions are provided as standard covers

Animals

We will provide cover for any legal liability arising from the breeding of **animals** which are owned by **you**.

Cloakroom

Cover for **damage** to the personal effects of guests and/or visitors whilst deposited in any cloakroom at the **premises**. Provided that:

- a) you issue numbered tickets for articles deposited in any cloakroom;
- b) **you** ensure that all cloakrooms are locked and secured when left unattended:
- c) **you** return items from the cloakroom only upon production of the appropriate numbered ticket;
- d) you display a disclaimer notice in all cloakroom areas;
- e) we will not be liable for more than the amount stated in the schedule:
- f) we will not be liable for the first GBP 250 of each and every claim.

Contractual liability

Cover for **bodily Injury** or **damage** to **property** imposed on **you** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in **us**.

We will not cover for any agreement for or including the performance of work outside the **territorial limits**.

For the purposes of this additional cover the definition of 'you' / 'your' under General Definitions is limited to part (1).

Data protection

We will cover **you** for **your** liability to pay damages arising from proceedings brought against **you** under any Data Protection Legislation for damage or distress caused in connection with the **business** during the **period of insurance** provided that **you** are:



- a) a registered user in accordance with the terms of the Data Protection Legislation;
- b) not in business as a computer bureau.

The total amount payable including all legal fees and defence costs under this additional cover for all claims occurring during any one **period of insurance** is limited to GBP 250,000.

We will not cover:

- a) any damage or distress caused by any deliberate act or omission by you the result of which could reasonably have been expected by you having regard to the nature and circumstances of such act or omission;
- b) any damage or distress caused by any act of fraud or dishonesty;
- c) the costs of rectifying, rewriting or erasing data;
- d) liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;
- e) the payment of fines or penalties.

Defective premises

Cover for damages for which **you** are liable and claimants necessarily and reasonably costs as a result of **bodily injury** or **damage** to material **property**, occurring during the **period of insurance** arising out of premises **you** have disposed of but had previously owned in connection with the **business**.

We will not cover **damage** to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them.

We will not cover any liability which **you** are covered under any other insurance policy.

Defence costs

Cover for necessarily and reasonably costs of legal representation reasonably incurred with **our** written consent at any:

- a) coroner's inquest or other inquiry for any death;
- b) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from proceedings) for any act or omission causing or relating to any loss;
- c) other costs reasonably incurred with **our** written consent in relation to any matter which is covered under the <u>Insuring Clause</u> for this section.

Employees' / directors' / visitors' personal belongings

Cover for damages for which **you** are liable as a result of **damage** to **employees'**, directors, and visitors' vehicles and personal belongings which are in **your** custody or control.

We will not cover property which is:

- a) loaned, leased, hired or rented to you;
- b) stored for a fee or other consideration by you; or
- c) in **your** custody or control for the purposes of being worked upon.

Hired or rented premises

Cover for **your** for legal liability for **damage** to **premises** (including fixtures and fittings) within the **territorial limits** which are hired, rented or loaned to **you** in connection with the **business**. **We** will not provide cover for:



- a) the first GBP 250 of compensation, costs for damage caused other than by fire or explosion;
- b) liability imposed on you solely by reason of the terms of any hiring or renting agreement;
- c) damage caused by fire or any other peril, where under the terms of any hiring or renting agreement you are requested to take out specific insurance.

Indemnity to principals and others

Cover for:

- a) **your** legal personal representative in the event of **your** death for liability **you** have incurred;
- b) any **principal** with whom **you** have entered into an agreement in relation to the extent required by that agreement but only for liability for which **you** would have been entitled to cover under this section if the claim had been made against **you**;
- c) any director, partner or **employee** of **yours** for liability for which **you** would have been entitled to cover under this section if the claim had been made against **you**.

Provided that:

- i) any person described in (a) (c) above is not covered under any other policy;
- ii) any **principal** / person(s) will, as though they were **you**, be subject to the terms of this section in so far as they can apply;
- ii) our total liability to all parties including you and any person in (a) -
- (c) above will not exceed the limit of indemnity.

Loading and unloading

Regardless of anything contained in the exclusions under this section and provided that **you** are not more specifically insured under any other policy **we** will cover **you** for **bodily injury** or **damage** arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from the vehicle in the course of the **business**.

Motor contingency liability

Notwithstanding the aircraft, watercraft or mechanically propelled vehicles exclusion, **we** will cover **you** for the movement of any motor vehicle, not owned by, or provided by **you** or an **employee**, that is preventing access to, or causing an obstruction within **your premises** or any site at which **you** are working causing accidental **bodily injury**, during the **period of insurance**, for which **you** are legally liable.

The domestic Road Traffic Act exclusion in this section will not apply to such liability provided that **we** will not make any payment:

- a) for loss of or damage to any motor vehicle referred to above;
- unless the motor vehicle is being driven with your permission and you have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle;
- c) where cover is provided by another insurance policy.

Overseas personal liability

We will cover you and at your request any director partner or employee of yours or any family member accompanying them while temporarily outside the territorial limits in connection with the business against legal liability as described in this section incurred in a personal capacity.

Provided that this cover does not apply:



- a) to liability arising out of the ownership or tenure of any land or building;
- b) where cover is provided by any other insurance.

Payment for court attendance

We will compensate you at a rate of:

- a) GBP 250 per day for any director or partner;
- b) GBP 150 per day for any **employee**;

for each day that **we** request attendance at court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Public car park liability

In the event that there is no other insurance in place, we will cover you for your liability for bodily injury or damage caused to vehicles left in any garage or parking place belonging to you or under your control.

Provided that:

- a) any covered garage or parking place is not used by you for any motor trade purposes;
- b) disclaimer notices in terms approved of by **us** are prominently displayed in any covered garage or parking place; and
- c) no cover is given for:
 - loss of motor vehicle accessories by theft unless the motor vehicle is stolen at the same time;
 - ii) damage arising whilst any motor vehicle is being driven by you or any employee;
 - iii) the first GBP 250 of any claim for damage.

Statutory defence costs and corporate manslaughter

Cover for **defence costs and expenses** incurred with **our** prior consent in defending:

- 1. any alleged breach of statutory duty or criminal proceedings brought under the legislation below in clauses (i) to (ix); and/or
- 2. any allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against **you**.

Provided that the prosecution or proceedings relate to:

- a) an offence alleged to have been committed during the **period of insurance** and in the course of **your business**; and
- b) **bodily injury** or a potential claim for **bodily injury** to persons other than **employees** including their health, safety and welfare.

We will also cover you for:

- a) defence costs and expenses of an appeal including appeal against improvement and prohibition notices incurred with our prior consent;
- b) **prosecution costs** awarded against **you**.

We will not cover:

- a) fines or penalties of any kind;
- b) where cover is provided by any other insurance;
- defence costs and expenses and prosecution costs in excess of the limit of indemnity stated in the schedule.

The following statutes are included within the statutes or regulation contemplated for which **defence costs and expenses** are covered by this clause;



- Health and Safety at Work, etc. Act 1974, but only sections 2 to 8:
- ii. Health and Safety at Work (Northern Ireland) Order 1978;
- iii. The Trade Description Act 1968;
- iv. Part II of the Consumer Protection Act 1987;
- v. Part II of the Food Safety Act 1990;
- vi. Corporate Manslaughter Act 200;
- vii. Consumer Protection Act 1987:
- viii. Part II of the Data Protection Act2018;
- ix. Defective Premises Act 1972, section 3.

Temporary work premises

Cover for **premises** including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**.

The total amount payable for all claims occurring during any one **period of insurance** is limited to GBP 10,000.

Member to member cover (Dog Clubs and Dog Trainers only) **We** will indemnify at **your** request any member of the insured organisation or any legal representative of such member against their legal liability in the event of accidental **bodily injury** and loss of or **damage** to property, in respect of which **you** would have been entitled to liability under this **policy** if the claim had been made against **you**.

Provided that

- a) the person indemnified is not entitled to indemnity under any other insurance;
- b) the person indemnified shall observe, fulfil and be subject to the terms and conditions of the **policy** in so far as they can apply;
- c) we will retain the sole conduct of any claim; and
- **d) our** maximum liability in respect of any one claim or series of claims

during the **period of insurance** for damages shall not exceed the amount slated in the schedule.

Exclusions

We will not indemnify you under this section against liability for the following.

- Arising from dog breeds registered under the Dangerous Dogs Act 1991.
- 2. **Bodily injury** to family members.

Field trials that have live ammunition are included, warranted as below: -

- Dog Club/Policy Holder has no responsibility for the risk management of guns for field trials
- If a dog or individual gets injured from live ammunition this would



not fall under our policy and would fall under the gun owners insurance.

Any loss, damage or injury as a result of live ammunition is excluded

Cover for shows and events

Covers to hold a maximum of 10 shows events a year with a maximum of 150 peple attending unless stated otherwise onyour schedule

Excluded Activities

It is hereby warranted that cover excludes any use of inflatables, pyrotechnics or mechanical machines on the Insured Premises including, but not limited to the following:

- 1) inflatable equipment of any kind
- 2) fireworks or bonfires or other pyrotechnic equipment
- 3) simulator games
- 4) foam cannons or similar activities.

Bona Fide Subcontractors Condition

The Business includes work undertaken on Your behalf by bona fide subcontractors provided that You have requested and received evidence on at least an annual basis that such bona fide subcontractors have effected public liability insurance which

- a) covers the work to be undertaken by the sub contractor
- b) is subject to an Indemnity Limit of not less than that provided by this Policy
- c) includes an indemnity to principal clause
- d) remains in force throughout the duration of the contract with You.

You must also ensure the bona fide subcontractor has an approved Employers Liability insurance with a limit of indemnity not less than £10,000,000 any one occurrence. For the purpose of this Condition the term bona fide subcontractors means any subcontractor engaged by You supplying both labour and materials for the purpose of the contract

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Aircraft or watercraft

you owning, possessing or using any:

- a) aircraft;
- b) watercraft or hovercraft (except watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon);

Airports and airfields

any services in, or on:

- a) aircraft;
- airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access;

Animals

Injury to Animals or theft/loss/disappearance to animals

Animals owned by you

the death of, injury to, illness or disease of any **animal** owned by **you** or a member of **your** family residing with **you**;

Cover relating to injury or loss to your own animals or animals in your

care is not included under this section



Clean up costs

clean up costs in circumstances where **you** have knowingly:

- a) deviated from any regulatory notice, order or protection ruling;
- b) omitted to inspect, maintain or perform necessary repairs toplant or machinery for which **you** are responsible;

Compulsory motor insurance

the ownership, possession or use by or on **your** behalf of any mechanically propelled vehicle (or attached trailer) which is required by any road traffic legislation to be the subject of compulsory insurance or other security.

This exclusion will not apply for the loading or unloading of any vehicle or the delivery or collection of goods to or from any vehicle except where more specifically insured by any other policy;



Contractual liability

- a) contractual liability in connection with products;
- b) any contract or agreement made by **you**, which prevent **us** from taking over the full defence or settlement of the claim:
- c) liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses;

Cover under other sections

any claim which forms the subject of indemnity by any other section or extension in this **policy**;

Damaged products

damage to products;

Dangerous dogs

any dogs listed under any Dangerous Dogs legislation in the **territorial limits**:

Dangerous wild animals

any dangerous wild **animal** listed under Dangerous Wild Animals legislation in the **territorial limits**;

Deliberate act / error or omission

any deliberate act, error or omission:

- a) where the results are intended or expected, or are reasonably foreseeable by vou;
- b) by anyone other than you, so far as cover is requested for their own liability;

Employment disputes

a dispute with, or proceedings brought by, any person for:

- a) their existing, past or prospective contract of employment with vou:
- b) a breach of employment related legislation;

Fine or penalties

taxes, fines or penalties, punitive, aggravated, multiple, exemplary or other non-compensatory damages;

Injury to employee

bodily injury sustained by any **employee** arising out of and in the course of their employment with **you**;

Intellectual property

passing off or infringement of trade name, registered design, unregistered design, copyright or patent right;

Latex

any latex product including any contraceptive and prophylactics manufacturer;

Libel / slander / false statement / discrimination

- a) libel or slander;
- b) false statement:
- c) discrimination of any kind;

Manual work

bodily injury or **damage** caused by or arising out of manual work away from the **premises** other than the collection or delivery of **products** or whilst participating at trade exhibitions or trade fairs for the purpose of the **business**;

Medical or pharmaceutical products

any product of any pharmaceutical and / or implantable medical product manufacturer;



Non-proprietary or

non-branded products your sale, use, application or prescription of any non-proprietary or

non-branded products in connection with your business;

Offshore bodily injury to any person while offshore;

Pollution or contamination (USA or Canada)

any pollution or contamination occurring within the United States of

as well as a result of any defect (suspected or known) or any

America or Canada;

Product recall costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use;

Productrectification of defective work including the expenditure incurred by
you for the removal, repair, adjustment, alteration, reinstatement,
withdrawal, inspection or disposal of any product (including any part
of the product) furnished in connection with the performance of work

unsuitability for its intended purpose;

Products for export to the USA or bodily injury or damage to property caused by or in connection with any products, which to your knowledge, are for export, either directly or indirectly, to the United States of America or Canada;

Products for use any products which to your knowledge, are for use in or on any aircraft / hovercraft / devices intended to

Professional advice/services

or space

travel through air

the provision of or failure to provide instruction, advice, information or professional service whether or not a fee is involved.

Property damage damage to property owned by you.

Venomous animals any venomous or toxic **animals**.



8. Professional Indemnity

This section only applies if shown in the schedule

This section of the **policy** is a 'claims made' section, which means that **we** will cover **you** for **claims** made against **you** and notified to **us** during the **period of insurance**. This section does not provide cover in relation to:

- 1. **claims** notified or arising out of **circumstances** notified under any previous policy, whether made or issued by **us** or any other insurer;
- 2. **claims** made against **you** prior to commencement of the **period of insurance**;
- 3. **claims** arising out of **claims** and **circumstances** declared on the proposal or declaration for the current **period of insurance** or on any previous proposal or declaration;
- 4. **claims** made after expiry of the **period of insurance** even though the event giving rise to the **claim** may have occurred during the **period of insurance**.

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning	
Circumstance(s)	 Any one or more of (but not restricted to) the following which may be the subject of cover under this section: a) an intimation of an intention to claim against you; b) any known direct or indirect criticism or dispute relating to performance (whether expressed, implied, justified or not) of you or a party for whom and for which you are responsible which might give rise to third party loss or damage; c) any awareness you have of a failing or real doubt of the efficacy of performance by you or a party for whom and for which you are responsible which might give rise to third party loss or damage; d) any awareness you have that materials, goods, services or actions whether taken, specified, designed or recommended by you or a party for whom and for which you are responsible have failed to meet the standard required and which might result in some third party loss or damage. 	
Claim(s)	A claim or series of claims (whether by one or more than one claimant) arising from or in connection with or due to any one act, error, omission or originating cause or source or the dishonesty of any person or group of persons acting together and any series of claims will be deemed to be one claim for all purposes under this section.	
Costs and expenses	Claimants' costs and expenses arising for any claim against you which may be the subject of cover under this section.	
Defence costs	Costs incurred with our written agreement to investigate, settle or defend a claim against you .	



Your cover

Insuring clause

We will cover you for any claim and claimants' necessarily and reasonably costs and expenses that arise from paid professional advice provided by you in the course of your business for:

- a) negligence or breach of a duty of care;
- b) negligent misstatement or negligent misrepresentation;
- c) infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
- d) breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
- e) defamation:
- f) any other civil liability unless excluded within this section.

The most **we** will pay for loss resulting from each **claim** is the limit shown in the **schedule**. **We** will pay **defence costs** in addition to the loss, but the most **we** will pay for **defence costs** is an amount equal to the limit shown in the **schedule**.

Defence costs are covered provided that:

- a) if a paid claim exceeds the limit shown in the schedule, we will
 only be liable for that proportion of the defence costs which it
 bears to the amount of the paid claim;
- b) if we elect to make a payment to you pursuant to Claims Conditions - Discharge of Liability then we will have no liability to pay defence costs incurred after the date upon which payment is made.

Limit of indemnity

Our liability under this section shall not exceed the **limit of indemnity** shown in the **schedule** during the **period of insurance** for:

- a) any one claim; or
- all claims arising out of or in connection with the same originating cause or source; or
- all losses for which indemnity is available, arising out of or in connection with the same originating cause or source.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

Our total liability applies over and above any excess, as set out in the schedule.

Automatic extensions

The following extensions are provided as standard covers



Court attendance costs

Cover at a rate of:

- a) GBP 250 per day for any current partner, member or director;
- b) GBP 150 per day for any employee;

for each day that **we** request attendance at court as a witness in connection with a **claim**, for which an award of damages is paid or may be payable under this section.

Civil claims representation costs

Cover for all legal necessarily and reasonably costs incurred with **our** consent for representation at any inquiry or other proceeding which has, in **our** sole opinion, a direct relevance to any **claim**, **circumstance** or event which may form the subject of cover under this section.

Criminal proceedings

If you are charged with a criminal offence during the period of insurance under a statute or regulation that applies to your business, we will pay reasonable defence costs incurred with our prior written consent to defend you if, in our opinion, a successful defence may avoid a claim being made against you which would be covered by this section.

We will pay up to the amount shown in the **schedule** for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

Indemnity to principals

At **your** request and subject always to all of the other terms and conditions of this section, **we** will cover any principal with whom **you** have entered into an agreement in connection with **your business** so far as is necessary to meet the requirements of the agreement but only for a **claim** brought against that principal by an unconnected third party and where the **claim** arose directly from services performed by **you**.

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business** is lost, **damaged** or destroyed while in **your** possession, **we** will pay, up to the amount stated in the **schedule** and in the aggregate, reasonable expenses **you** incur with **our** consent in restoring or replacing it.

An excess of GBP 100 applies to this extension.

Potential claims

If your client refuses to pay for any or all work you have done or which has been done on your behalf, including amounts you legally owe to sub-contractors or outsourcers, because they are dissatisfied in your work and have indicated that they intend to bring a claim against you for more than the amount owed to you, we will endeavour to settle the dispute with your client provided they agree not to press for the disputed amount.

We will then pay **you** the amount owed to **you** at that time if **we** believe that this will avoid a legitimate **claim** for a greater amount and **we** have given **our** written approval to settle in this way and for this amount.

If **your** client will not agree to disregarding their dispute but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate **claim** or counterclaim for a greater amount, **we** will pay the



amount owed to **you** at that time. If a **claim** is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid**you** or on **your** behalf, will not exceed the **limit of indemnity** shownin the **schedule**.

You must return the amount **we** have paid if **you** eventually recover the debt, less **your** reasonable expenses.

Sub-contractors

We will cover **you** against any **claim** falling within the scope of the **Insuring Clause** for this section, which is brought as a result of **business** activity undertaken on **your** behalf by any sub-contractor

Section conditions

These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Waiver of subrogation

If any payment is made under this section and we are subrogated to your rights of recovery in that regard, we agree not to exercise these rights against any of your current or former directors or employees unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Aircraft / motor vehicles / watercraft

ownership, possession or use, by **you** or on **your** behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer;

Anti-trust legislation

breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation;

Construction or installation

the conduct of **your** professional **business** where **you** contract to undertake any construction, erection, installation or maintenance works or manufacture or supply materials or equipment (other than project models or displays) in connection with these works;

Contractual liability

- a) acceptance or guarantee of fitness for purpose where this appears as an express term;
- b) express guarantee;
- c) express contractual penalty;
- d) acceptance of liability for liquidated damages, unless liability would have attached to **you** irrespective of (a) (d) above;

Defamation

libel or slander unless committed or uttered in good faith by you;



Directors and officers

claims made against **you** in **your** capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of the **business**;

Discrimination

any discrimination, harassment or unfair treatment.

Dishonesty

any criminal, dishonest, fraudulent or malicious act, error or omission committed by **you** or on the direction of any **business** partner, director, member or principal unless:

- a) committed by any employee which for the purpose of this clause will not include any business partner, director, member or principal of yours; and
- b) there was no reasonable cause for suspicion by any **business** partner, director, member or principal in relation to that person.

Provided that:

- following a loss being sustained as a result of any criminal, dishonest, fraudulent or malicious act, error or omission the amount of cover under this section will be reduced by an amount equal to the sum of:
 - any monies owed by you to any person committing, condoning or contributing to the act or omission;
 - 2. any monies held by you and belonging to that person; and
- ii) no person committing, condoning or contributing to any criminal, dishonest, fraudulent or malicious act, error or omission is entitled to cover under this section:

Electronic data

the loss or distortion of any data held electronically;

Employee benefit schemes and pensions

any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities;

Employee disputes

any dispute between **you** and any present or former **employee** or any person who has applied for or been offered employment with **you**;

Employers' liability

- a) any **bodily injury**, sustained by an **employee** arising out of and in the course of their employment with **you**;
- b) any other **bodily injury** or **damage** unless arising from actual or alleged breach of duty in the performance of the **business**;

Financial advice

the provision by **you** of any investment or financial advice or arrangements made by or on **your** behalf for any finance, credit or leasing agreement;

Fines and penalties

fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor (or equivalent legislation in the **territorial limits**) to that section:

Goods and services

any contract or arrangement for the supply to or use by **you** of goods or services;



Insolvency

your insolvency or bankruptcy. This exclusion will not apply to any **circumstance** or **claim** that may be covered under this section but for **your** insolvency or bankruptcy;

Internet activity

- a) the management of financial transactions;
- b) obscene, blasphemous or pornographic material on the internet;

Joint ventures

work carried out by or in the name of a consortium of professional people or firms or other association formed of which all or any of **you** form part for the purpose of undertaking any joint venture or any other profit-sharing arrangement unless the **claim** or loss emanates from the acts or omissions of **you**;

Known circumstances

any shortcoming in **your** work or **your** own loss which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**:

Lost profit and VAT

your lost profit, mark-up or liability for VAT or its equivalent;

Money

the **damage** of any bearer bonds, coupons, share certificates, stamps, **money** or other negotiable paper;

Official action or investigation

any official action or investigation by or decision or order of any public, local or government body or authority;

Other insurance

any **circumstances** or **claims** where **you** are entitled to cover under any other insurance except for any excess beyond the amount which is payable under any other applicable insurance;

Pollution or contamination

any **pollution or contamination**, including noise, electromagnetic fields, radiation and radio waves;

Products

any supply, manufacture, sale, installation or maintenance of any product;

Project partnering

work carried out by any project partnership of which all or any of **you** form part unless the **claim** or loss emanates from the acts or omissions of **you**;

Property

- a) the ownership, possession or use by you or on your behalf, of any buildings, structures, premises or land; or
- b) that part of any building leased, occupied or rented by you; or
- c) any other property (mobile or immobile) belonging to **you**;

Related parties

any entity:

- a) in which you exercise a controlling interest;
- which exercises a controlling interest over the business by virtue of having a financial or executive interest in you;
 unless the claim arises from or is caused by a claim made against

the entity by an independent third party;

Surgical treatment / medical treatment / diagnosis

the negligence, error or omission in any diagnosis or medical or surgical treatment, given, performed or administered by **you** or an **employee**;



Territorial and jurisdictional limits

- a) work in connection with contracts situated outside the European Union, Channel Islands or the Isle of Man;
- b) action for damages brought in a court of law outside the European Union, Channel Islands or the Isle of Man;

Trade secrets

any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;

Trading losses

any trading loss or trading liability including those arising from the loss of any client, account or business;

Unpaid professional advice/services

the provision of or failure to provide instruction, advice, information or professional service where no a fee is involved;

Valuation and surveys

any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer;

Valuation reports

any valuation report prepared by or on behalf of **you** except for the purpose of certifying payments due to contractors or measuring quantities.

Absolute Bodily Injury and absolute Property Damage Exclusion

This Policy shall not cover Loss in connection with any Claim arising out of, based upon or attributable to any actual or alleged Bodily Injury or Property Damage.



9. Personal Accident

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning	
Accidental bodily injury (for this section only)	An identifiable physical injury which is caused by a sudden, unexpected, specific event occurring at an identifiable time and place which results in your death or disablement , excluding any illness or disease.	
Event	any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause.	
Insured person (for this section only)	 a) You and your directors, partners, managers, officers and the employees of your business. b) The personal legal representatives of those persons described in (a) above. 	
Loss of limb	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.	
Loss of sight	Total loss of sight in an eye.	
Medical expenses	The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home or ambulance charges plus professional counselling costs.	
Permanent total disablement	Disablement which: a) Entirely prevents you from performing the duties of any occupation forwhich you are qualified by reason of your education, training or experience; and b) lasts continuously for 12 calendar months; and c) at the end of 12 calendar months is without prospect of improvement.	
Temporary partial disablement	Disablement which: a) prevents you from carrying out a substantial part, but not all, of your usual occupation	
Temporary total disablement	Disablement, which temporarily and totally prevents you from carrying out all parts of your usual occupation.	



Your cover

Insuring clause

We will cover you, up to the amount shown below, in the event of an insured person sustaining an accidental bodily injury in the course of their employment engaged in the business during the period of insurance which within 12 months of the accidental bodily injury occurring is the sole cause of the insured person's death or disablement.

We will pay the benefit shown below:

Benefit	Accidental bodily injury causing:	Benefit Amount GBP
1.	death	10,000
2.	loss of sight in one or both eyes	10,000
3.	loss of limb(s) (one of more)	10,000
4.	permanent total disablement (other than total and irrecoverable loss of sight of in one or both eyes or loss of limb(s)	10,000
5.	temporary total disablement	Up to GBP 250 per week
		(payable for 52 weeks after the first 14 days of disablement)
6.	temporary partial disablement	Up to GBP 125 per week
		(payable for 52 weeks after the first 14 days of disablement)
7.	medical expenses reasonably necessarily incurred in the treatment of the insured person	Reimbursement up to 15% of 5 and 6

Limit of indemnity

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall



Payment conditions

not exceed the single greatest **limit of indemnity** available under the sections providing cover.

- a) Claims will not be payable under more than one of benefits 1 to 6 for the same accidental bodily injury or the same period of disablement, except that payment may be made under benefits 5 or 6 for any period before being made under benefits 1, 2, 3 or 4, provided that the amount already paid under benefits 5 or 6 will be deducted from the payment due under benefits 1, 2, 3 or 4. After a claim has been paid under one of benefits 1, 2, 3 or 4, no further liability will attach to us for the insured person.
- b) Benefit 4 will be payable only on certification by a medical practitioner of **permanent total disablement** and not before the expiry of 52 consecutive weeks disablement.
- c) Benefits 5 or 6 will be payable up to but not exceeding in total 52 weeks in respect of any period(s) of disablement resulting from any one accidental bodily injury and will be paid at the end of any period of disablement or, at your request, at periodic intervals of not less than 4 weeks.
- d) The **insured person** will take all practical steps to minimise any **accidental bodily injury**.
- e) The insured person will, as often as reasonably required and at our expense, submit to examination by a medical practitioner of our choice.
- f) **We** will be entitled to request a post-mortem examination at **our** own expense in the event of the death of an **insured person**.
- g) You must inform us in writing as soon as reasonably practicable:
 - i) of any change in an **insured person's** occupation, mental health or bodily powers from that which **you** originally declared to **us**; or
 - ii) after receipt of a renewal invitation of any **accidental bodily injury** or change in state of health not already notified to **us** suffered since the previous renewal date.
- h) This section is not assignable and no person save you, or in the case of your death your legal personal representative, will have any right against us either as assignee or transferee of any interest or any right to receive monies payable either before or after loss and whether admitted or not or in any other case.
- i) You must inform us in writing as soon as reasonably practicable if other insurance (other than temporary travel insurance) against accidental bodily injury is effected on behalf of an insured person.

Automatic extensions

The following extensions are provided as standard covers

Disappearance cover

If during the **period of insurance** an **insured person** goes missing and sufficient evidence is produced to confirm that the **insured person** sustained an **accidental bodily injury** likely to have caused death, it will be presumed after 12 months that death has occurred.

However, if the **insured person** is later found alive, any amount already paid will be refunded to **us**.



Hi-jack / kidnap or unlawful detention cover

If during the **period of insurance** an **insured person** is subject to hijack, kidnap or unlawful detention **we** will pay GBP 200 for each day, or any part of it, that the **insured person** is detained up to a maximum period of 30 days for any one claim.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Aerial activities

flying as a pilot or aircrew or any other aerial activities including drone operation other than travel by commercial airlines as a fare-paying passenger;

Age restrictions

accidental bodily injury sustained by any **insured person** under 16 years of age at the start of the **period of insurance**;

Alcohol / drugs

accidental bodily injury sustained while under the influence of or due wholly or partly directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a qualified and registered medical practitioner, but not for the treatment of drug addiction;

Armed forces operations

accidental bodily injury caused or contributed to by the **insured person** engaging in or taking part in armed forces service or operations:

Criminal acts

accidental bodily injury resulting from an **insured person's** own criminal act or taking part in civil commotion;

Emotional or psychiatric conditions

any emotional or psychiatric disorder or condition;

Excluded activities

accidental bodily injury resulting from an **insured person** taking part in or practising for:

- a) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling;
- b) mountaineering or rock-climbing which would normally necessitate the use of ropes or guides; or
- c) racing of any kind other than on foot or swimming where there are no obstacle courses involved;

Exposure to danger

wilful exposure to danger except in an attempt to save human life; the first 14 days of disablement;

First 14 days of disablement

First 28 days of disablement due to football, rugby or field hockey the first 28 days of disablement resulting from playing any type of football, rugby or field hockey;



Inability to take part in sports / pastimes

accidental bodily injury resulting solely in the inability to take part in sports or pastimes;

Motorcycles / power driven woodworking machinery **accidental bodily injury** resulting from the use by an **insured person** of:

- a) a motorcycle (as driver or passenger); or
- b) fixed power driven woodworking machinery;

Pre-existing conditions / pregnancy or childbirth

accidental bodily injury arising from:

- a) any pre-existing defect, infirmity, medical condition or chronic or recurring ailment of which an **insured person** is aware or could reasonably be expected to have been aware unless it has been declared in writing to and accepted by **us**; or
- b) pregnancy or childbirth;

Professional sport

training for or participating in professional sport of any kind;

Self-harm

an **insured person** committing or attempting to commit suicide, self-inflicted injury, or the **insured person** being in a state of insanity.



10. Money and Assault

This section only applies if shown in the schedule

PART A - MONEY

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning	
Business hours	The period during which the premises are occupied for your business and during which you or any insured person entrusted with and/or responsible for money is at the premises .	
Insured person (for this section only)	You or any director, principal, partner or employee.	
Non-negotiable instruments	Crossed cheques, crossed girocheques, crossed bankers drafts, crossed money orders, used national insurance stamps, national savings certificates, credit company sales vouchers, V.A.T (or similar tax in the territorial limits). purchase invoices and unexpired units in franking machines.	
Unattended vehicle	No person has been allocated responsibility for keeping the vehicle and or trailer and parts or possessions within (unless specifically included by way of cover) under observation with a reasonable prospect of preventing any unauthorised interference.	

Your cover

Insuring clause

We will cover you following loss of or damage to:

- a) money and non-negotiable money:
 - i) at the premises during business hours;
 - ii) in transit;
 - iii) in a bank night safe;
 - iv) from a locked safe, as agreed by us; when outside business hours, provided the keys or any record of the safe combination are removed from the premises and held in the personal custody of an authorised insured person;
 - v) at the **premises** outside **business hours** and not in a locked safe;
 - vi) the personal custody of an authorised **insured person's** in their private dwelling or in transit between such dwelling and the **premises** and/or otherwise stated in the **schedule**;
- b) safes or strongrooms which normally contain **money** caused by theft or attempted theft;
- any container, case, bag or waistcoat used for the carriage of money; or
- d) any stamp franking machine used for **your business**; occurring during the **period of insurance** within the **territorial limits**.



Limit of indemnity

Our liability under this section shall not exceed the **limit of indemnity** shown in the **schedule** during the **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Basis of claims settlement

The value of the **money** and **non-negotiable instruments** up to the **limit of indemnity** at the time of the loss.

Excess

Our total liability applies over and above any excess, as set out in the schedule.

Automatic extensions

The following extensions are provided as standard covers

Company credit or credit cards used for business purposes

Cover for losses **you** incur for any unauthorised use of the company credit or debit card following theft of such company credit or debit card by a third party.

Exclusions

The following exclusions apply to this extension only. **We** will not pay for any claims directly or indirectly caused by, arising from and/or contributed by:

- a) unauthorised use of the company credit or debit card by an insured person;
- b) any losses recoverable from or cancelled or rescinded by the card issuer;
- c) losses arising 48 hours from discovery of the loss of the card;
- d) losses covered in whole or in part by any other insurance.

Conditions

The following conditions apply to this extension only:

- a) you must fully comply with the terms and conditions imposed by the card issuer;
- b) any losses must be reported to the police and the card issuer within 24 hours of discovering such loss.

The maximum we will pay is GBP 1,000 for any one claim.

Section conditions

These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Key security

Whenever **your premises** are closed for **business** all keys or notes of the combination codes of safes or strong rooms must be removed from **your premises** unless the **premises** are still occupied by **you** or



any of **your** authorised **employees**. When keys are on the **premises** they must be kept in a secure place away from the safes or strongrooms.

Money in transit

- a) Whenever money or non-negotiable instruments exceeds:
 - i) GBP 2,500 up to GBP 5,000 it must be accompanied by at least 2 responsible adults;
 - ii) GBP 5,000 up to GBP 8,000 it must be accompanied by at least 3 responsible adults;
 - iii) GBP 8,000 up to GBP 12,000 it must be accompanied by at least 4 responsible adults;
 - iv) GBP 12,000 as stated in the **schedule**;
- b) private transport is used for amounts of money or nonnegotiable instruments in transit greater than GBP 2,500 where the distance exceeds half a mile;
- c) all persons engaged in the transit of **money** are able-bodied adults;
- d) the times of transit routes and conveyances used should be varied as far as possible.

Record keeping

You will keep a daily record of the amount of **money** at **your premises** contained in safes or strong rooms and in transit. This record must be kept in a separate secure place and will need to be produced to support a claim under this section.

Transit by post

The maximum **we** will pay in respect of loss of **money** in transit by post is GBP 25 per packet while in transit by unregistered post.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Dishonesty

loss or **damage** due to the dishonesty of any of **your** directors, partners or **employees** unless discovered within 10 working days of it happening;

Errors or omissions

loss or **damage** due to error or omission in receipts payments or accounting practice;

Fraudulent payments

the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason;

Gaming / vending machines in excess of GBP 250

loss of **money** or contents from any gaming or vending machine in excess of GBP 250.

Loss not directly related to money

any loss which is not directly connected to the loss or **damage** of **money**:

Money belonging to the post office

loss or damage to money belonging to the Post Office;

Theft or attempted theft

theft or attempted theft from the **premises** or any authorised person's private dwelling unless involving forcible and violent entry or exit, or actual or threatened hold up, assault or violence;



Unattended vehicle

loss or theft from an unattended vehicle;

PART B - ASSAULT

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning	
Benefit	The benefit(s) provided by us under this policy as set out in the Insuring Clause under Section 10 Money and Assault, Part B - Assault.	
Event	any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause.	
Insured person (for this section only)	You or any director, principal, partner or employee.	
Loss of limb	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.	
Loss of sight	Total loss of sight in an eye.	
Medical expenses	The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home or ambulance charges plus professional counselling costs.	
Permanent total disablement	Disablement which: a) Entirely prevents you from performing the duties of any occupation forwhich you are qualified by reason of your education, training or experience; and b) lasts continuously for 12 calendar months; and d) at the end of 12 calendar months is without prospect of improvement.	
Temporary partial disablement	Disablement which: prevents you from carrying out a substantial part, but not all, of your usual occupation	
Temporary total disablement	Disablement, which temporarily and totally prevents you from carrying out all parts of your usual occupation.	



Your cover

Insuring clause

We will cover you, up to the amount shown below, in the event of an insured person sustaining a bodily injury caused by theft or attempted theft, violence or threat of violence occurring in the course of the business during the period of insurance.

Benefit	Benefit Amount
a) Bodily injury which within 24 months of its occurrence is the sole and direct cause of:	Amount
i) death	GBP 10,000
ii) loss of limb (one or more)	10,000
iii) loss of sight in one or both eyes	10,000
b) Any other permanent total disablement occurring within 24 months of the bodily injury	10,000
c) Temporary total disablement	Up to 250 per week
d) Temporary partial disablement	(payable for 52 weeks after the first 14 days of disablement) Up to 125 per week
	(payable for 52 weeks after the first 14 days of disablement)

Limit of indemnity

We will not pay any amount in excess of GBP 15,000for any one **event**. If the total amount of compensation payable exceeds GBP 15,000the compensation payable to each **insured person** will be proportionately reduced until the total of all compensation payable does not exceed GBP 15,000

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Payment conditions

1. Only one **benefit** will be payable in respect of the consequences of any one **bodily injury**.



- 2. If you can recover two or more **benefits** under this **policy** as a result of the same **bodily injury**, we will pay only one amount, the largest, that applies.
- If a bodily injury causes your death within 12 months of the date
 of such bodily injury, we will only pay the amount shown for
 'Death' regardless of whether a claim for any other benefit is
 outstanding at the time of your death.
- 4. For temporary total disablement and temporary partial disablement, we will pay you the amount shown above from the date of disablement until the earlier of:
 - i) your death;
 - ii) you no longer suffer from temporary total disablement or temporary partial disablement; or
 - iii) the end of 52 weeks.
- 5. If we pay a claim under this policy and you subsequently become eligible to claim another benefit caused by or arising from the same bodily injury, we will deduct the amount already paid to you from any additional sum that may be due.
- 6. **We** will not pay any interest on any **benefits** payable under this **policy**.

Automatic extensions

The following extensions are provided as standard covers

Damage to clothing and personal effects

Cover for **damage** to the clothing and/or personal effects (but **we** will not cover jewellery watches and personal **money**) of an **insured person** as a result of theft or attempted theft, violence or threat of violence in the course of the **business**.

We will pay up to GBP 500 for any one insured person.

Medical expenses

We will cover you for medical expenses reasonably and necessarily incurred if an insured person suffers bodily injury caused solely or directly as a result of theft or attempted theft, violence or threat of violence in the course of the business.

We will pay up to GBP 250 for any one **insured person**.

Section conditions

These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Examinations

- a) The insured person will, as often as required and at our expense, submit to examination by a medical practitioner of our choice.
- b) **We** will be entitled to conduct a post-mortem examination at **our** own expense in the event of the death of an **insured person**.

Minimising loss

The **insured person** must take all practical steps to minimise any **bodily injury**.



Transferring your rights under this policy

This section is not assignable and no person save **you**, or in the case of **your** death **your** legal personal representative, will have any right against **us** either as assignee or transferee of any interest or any right to receive monies payable either before or after loss and whether admitted or not or in any other case.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Aerial activities flying as a pilot or aircrew or any other aerial activities including drone

operation other than travel by commercial airlines as a fare-paying

passenger;

Age restrictions any claims relating to persons under the age of 16

Bodily injury outside the territorial limits

for bodily injury arising outside of the territorial limits;

Criminal acts any criminal acts carried out by an insured person or on their

behalf;

Emotional or psychiatric disorders

any emotional or psychiatric disorder or condition;

First 14 days of disablement

the first 14 days of disablement;

Hazardous activities

an insured person's participation in:

- a) rock climbing or mountaineering normally involving ropes or quides;
- b) hang gliding, parachuting;
- c) driving or riding in any kind of race;
- d) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, sub aqua diving, water skiing, winter sports or wrestling;

Inability to take part in sports or pastimes

any inability to take part in sports or pastimes;

Participation in armed forces activities

armed forces activities including operations, exercises or training;

Pre-existing conditions

any physical defect, infirmity, medical condition or chronic or recurring ailment of which an **insured person** is aware of or could reasonably be expected to have been aware unless it has been declared in writing and accepted by **us**;



Pregnancy and childbirth

pregnancy or childbirth, except for unexpected medical complications or emergencies arising from the pregnancy;

Professional sports

training for or participating in professional sport of any kind;

Suicide, deliberate injury, intoxication, drug addiction, solvent abuse

a) suicide, attempted suicide or deliberate self-harm;

- b) being under the influence of drink or drugs (unless prescribed by **your medical practitioner** and used properly);
- c) alcoholism or other alcohol related illnesses, drug addiction, solvent abuse;

Use of motorcycles

use of a motorcycle (as driver or passenger) other than under 250cc and when the driver is duly qualified and in possession of a current UK driving licence and both driver and passenger wear safety helmet(s) and appropriate clothing;

Use of power tools

use of any kind of power tools;



11. Goods in Transit

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning	
Computer equipment	e) all computer equipment (including interconnecting wiring, fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding: iii) computers which are an integral part of any item of process or production machinery; iv) fixed vehicle satellite navigation systems; f) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment, generating equipment, uninterruptable power supply, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat, smoke and water detection equipment, lightning and transient overvoltage protection devices, anti-theft devices which have been approved by us, gas flooding equipment and pipe work and computer room partitioning; g) programs and/or information stored upon fixed discs; h) all current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and or information thereon owned by or on deferred purchase, leased, hired, rented or for which the you are responsible.	
Computer records	electronic data representing a particular transaction or inter-related data which describes an event, person or other entity.	
Electronic data	facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes , software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.	
Programme(s)	the set of instructions significant to the computer's central processor which is composed to enable a user to achieve the desired result with data input by the user.	
Property (for this section only)	Merchandise and goods (including tools), used in connection with the business which are either owned by you or your responsibility unless we state otherwise in the schedule .	
Transit	the period during which the property is being: a. conveyed by or temporarily housed in or upon a vehicle or trailer owned or operated by you ; b. conveyed by or in the charge of a carrier for the purpose of transportation by the carrier; c. conveyed by any other means of transit stated in the schedule ;	



	d. loaded onto or unloaded from the means of conveyance; anywhere within the territorial limits , including sea and air transits.
Unattended vehicle	no person has been allocated responsibility for keeping the conveyance vehicle and or trailer and parts or possessions within (unless specifically included by way of cover) under observation with a reasonable prospect of preventing any unauthorised interference.

Your cover

Insuring clause We will cover you for damage to property whilst in transit and during

the period of insurance, in the territorial limits, arising from any

external and accidental cause.

Limit of indemnity Our liability under this section shall not exceed the limit of indemnity

shown in the schedule during the period of insurance.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the

sections providing cover.

Excess Our total liability applies over and above any excess, as set out in the

schedule.

Automatic extensions

The following extensions are provided as standard covers

An	cil	la	ry	
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Cover for damage to tarpaulin sheets, ropes, securing chains, packing materials, dunnage and toggles owned by **you** or for which **you** are responsible provided that the **damage** is caused whilst such **property** is in use on the vehicle or trailer owned or operated by **you**.

The most **we** will pay for any one vehicle is GBP 1,000 for any one

claim.

We will replace sheets as new if you prove that these were not more

than one year old at the time of the damage.

Debris removal The additional costs necessarily incurred in removing debris,

consequent upon damage to the property in transit.

The most **we** will pay is GBP 1,000 for any one claim and in total in

any one period of insurance.

Personal effects Cover for damage to your or your driver's personal belongings in or

from any vehicle owned by you.

The most we will pay is GBP 500 for any one claim.

Reloading costsCover for the additional costs necessarily incurred in:

a) reloading **property** which has fallen from the conveying vehicle;

or



 b) re-securing property where there is a dangerous movement of the load.

The most **we** will pay is GBP 1,000 for any one claim and in total in any one **period of insurance**.

Substituted vehicles

Cover for **damage** to **property** in **transit** arising out of the use of any vehicle substituted by **you** whilst **your** own vehicle is undergoing service or repair, up to an amount not exceeding the **sum insured** applicable to the vehicle undergoing service or repair in total for all claims or series of claims, arising out of any one original cause.

Tools

Cover for **damage** to tools in or from any vehicle owned by **you** and while temporarily stored during **transit**.

We will not pay for more than GBP 250 for any one claim and GBP 1,000 during any one **period of insurance**.

Transfer costs

The additional costs necessarily incurred in transferring **property** to another vehicle and carrying to the original destination, consequent upon fire or overturning or collision of the conveying vehicle.

The most **we** will pay is GBP 1,000 for any one claim and in total in any one **period of insurance**.

Section conditions

These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Automatic reinstatement of sum

Following **damage**, the sums insured by this **policy** will be automatically reinstated from the date of the **damage**, unless written notice is given to the contrary either by **us** or by **you**, provided always that following reinstatement **you** will pay any additional premium as may be requested for reinstatement from the date of reinstatement.

Average (underinsurance)

If the value of the **property** on any one vehicle or trailer at the time of **damage** is collectively greater than the **limit of indemnity** for any such vehicle or trailer as stated in the **schedule** then **you** will be considered to be **your** own insurer for the difference and will bear a rateable share of the **damage**.

Proof of loss

No claim shall be payable by **us** where **you** are unable to provide proof of dispatch.

Reasonable precautions

You must

- a) only employ reliable and competent drivers; and
- b) take all reasonable measures to:
 - prevent damage;
 - ii) secure loads properly:
 - iii) maintain any vehicle in accordance with current law;



- iv) ensure any vehicle is suitable for the purpose for which it is to be used:
- c) allow **us** access to examine any vehicle which **you** operate or **premises** from which **you** operate.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Excluded causes

- a) inherent vice or latent vice or defect;
- b) vibration, defective packing, denting, scratching or bruising, vermin or insects;
- mechanical or electrical breakdown, derangement, defect or failure;
- d) variation in temperature, loss of refrigerant or controlled atmosphere unless caused by collision or overturning of the conveying vehicle, atmospheric or climatic conditions;
- e) temporary housing of the **property** in course of **transit** for the purpose of storage, making-up, packing or processing;
- f) delay or inadequate documentation;
- g) inventory shortages or mysterious or unexplained disappearances;
- theft or attempted theft of the **property** from open backed, soft sided or soft topped vehicles;
- the dishonesty of any person to whom the **property** have been entrusted:
- j) packing which was inadequate to withstand normal handling during **transit**;
- k) loss of market, loss of profit, loss of use and consequential loss or damage of any kind;

Excluded property

- a) tobacco products, wines and spirits;
- b) cameras, photographic equipment, binoculars, radio, television, audio, video and **computer equipment**;
- c) jewellery, watches, precious metals and stones, furs and clothing:
- d) money, deeds and other documents;
- e) glass, china, earthenware, marble, statuary and other items of a fragile or brittle nature unless **damage** arises as a direct result of fire, theft, collision or overturning of the conveying vehicle;
- f) livestock;
- dangerous goods as defined in the current standard conditions of the road haulage association (including but not limited to explosives, acids, chemicals and gases);
- h) computer records;
- i) property temporarily removed from your **premises** for cleaning, renovation, repair or similar purposes.

Unattended vehicle

theft or attempted theft from any **unattended vehicle** that **you** or **your employee** owns or leases unless:

- a) the vehicle, trailer or semi-trailer is securely closed and locked at all points of access;
- b) between the hours of 9pm and 6am:



- the vehicle, trailer or semi-trailer is securely closed and locked at all points of access and is kept within a securely locked building; or
- ii) in enclosed premises which are securely locked or have a watchman in constant attendance;



12. Frozen Stock

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Appliance	Any frozen food cabinet, deep freezer, cold room, cold store, refrigerator or chilled unit on the premises in which stock is stored at a controlled temperature.
Stock (for this section only)	Goods or merchandise related to your business which you own or for which you are responsible unless we state otherwise in the schedule .

Your cover

Insuring clause

We will cover you for damage occurring to stock during the period of insurance as a result of deterioration, putrefaction or contamination caused by:

- a) the rise or fall in temperature as a result of:
 - i) breakdown of or damage to the appliance; or
 - ii) non-operation of any thermostatic or automatic controlling devices connected to the **appliance**;
- b) accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority;
- accidental failure of the electrical installation connecting the appliance to the public supply;
- d) action of refrigerant fumes escaping from the appliance.

Limit of indemnity

Our liability under this section shall not exceed the **limit of indemnity** shown in the **schedule** during the **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Basis of claims settlement

The cost price of the **stock** at the time of **damage** or at our option replacement of the **stock**.

Excess

Our total liability applies over and above any excess, as set out in the schedule.

Section conditions

These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of your **policy**. Conditions



may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Age of appliance If an appliance is more than 5 years old at the start of the period of

insurance it must be maintained annually by a suitably qualified

independent electrical engineer.

Automatic reinstatement of sum insured

In the event of a loss the sums insured will be automatically reinstated by the amount of the loss provided that ${\bf you}$ pay the appropriate

additional premium for the reinstatement of **sum insured**.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Age of appliance the failure of an appliance which is:

a) over 8 years old;

b) over 5 years old and not the subject of an annual maintenance contract with a competent refrigeration engineer or company;

Deliberate act of an electricity company

the deliberate act of any electricity supply authority or the exercise by any such authority to withhold or restrict supply;

Faulty packaging faulty packaging or stowage of the **stock**;

Incorrect temperature

due to the failure to correctly set any temperature controls;

Moth, vermin, insects

moth or vermin or insects;

Covers under Section 1 -Property Damage any operative Cover under the Property Damage section;

Subsequent loss subsequent or inevitable loss of any kind;

Use-by date damage to **stock** which has passed the date set by the manufacturers

for consumption;

Wear and tear wear and tear, deterioration or gradually developing flaws or defects

in the appliance;

Wilful act(s) your wilful act or neglect of any partner, director or employee or

their families.



13. Loss of Licence

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Costs and expenses	Costs and expenses incurred in connection with any appeal against loss of licence.
Licence	A licence issued pursuant to The Animal Boarding Establishment Act 1963.
Loss of licence	 a) Forfeiture, withdrawal or suspension of your licence due to licencing regulations; or b) refusal to renew your licence by the licencing authority; due to causes beyond your control.

Your cover

Insuring clause

If at any time during the **period of insurance you** suffer **loss of licence**, **we** will cover **you** for:

- a) the depreciation in value of your interest in the premises or the business; and
- b) the reasonable costs and expenses necessarily incurred with our written consent in connection with any appeal against any forfeiture, suspension or withdrawal of the licence.

Limit of indemnity

Our liability under this section shall not exceed the **limit of indemnity** and in the aggregate as shown in the **schedule** during the **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

Our total liability applies over and above any excess, as set out in the schedule.

Section conditions

These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



Change in circumstances

You must on becoming aware of any:

- a) complaint against the **premises** or its management or representation by an interested party making an application for a review of the **premises** licence;
- b) proceedings against or conviction of the designated premises supervisor, manager, tenant or occupier of the premises for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty, moral standing or sobriety;
- c) change in the tenancy or management of the **premises**;
- d) transfer or proposed transfer of the licence;
- e) alteration in the purpose for which the **premises** are used;
- f) objection to renewal or other circumstances which may endanger the **licence** or its renewal;

give **us** written notice as soon as possible and supply any additional information that **we** may reasonably require.

Forfeiture or refusal to renew condition

In the event of loss of licence, you will;

- a) give us notice in writing as soon as possible after receiving knowledge of such event, stating the grounds for the loss of licence:
- give us any assistance that we may require for the purpose of an appeal against the loss of licence and allow us and our solicitors full discretion in the conduct of those proceedings;
- c) apply if practical and if required by **us** for the grant of a new licence for the same or alternative premises to enable **you** to continue the business in a similar or alternative form;
- d) provide:
 - a statement of any loss together with any documents, statements and accounts that we may reasonably require to verify the loss;
 - ii. if **we** require, a statutory declaration as to the truth, accuracy and comprehensiveness of **your** statements;
 - iii. access to the **premises** and **your** books and accounts as may be necessary for ascertaining the value of the property and the goodwill of the **business**.

Transfer of licence

In the event of:

- a) **your** death, bankruptcy, incapacity or desertion of the **premises**;
- conviction for any offence (where that conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the tenant, manager, occupier, designated **premises** supervisor or any personal licence holder;

you will where practical and at **our** request procure a suitable person to replace him and one to whom the licensing authority will transfer the **licence** or grant the **licence** by way of renewal.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:



Business closure

being closed for any period which is not required by law;

Change to town planning law

- a. any scheme of town or country planning improvement;
- b. redevelopment or surrender reduction;
- c. redistribution of **licences** in connection with post-war reconstruction;

any alteration of the law affecting the grant, surrender, refusal to renew or forfeiture of **licences**;

Failure to comply with licensing rules

any losses where any direction or requirement of the licensing or other authority is not complied with;

Lack of maintenance

the **premises** not being maintained in a sanitary condition or satisfactory state of repair:

Loss of extension to normal opening hours

the loss of any extension to the normal opening hours;

Neglect or omission

forfeiture or non-renewal of the **licence** is caused by directly or indirectly by **your** misconduct or procurement of connivance or neglect or omission or failure by **you** to take any step necessary for keeping the **licence** in force;

Other compensation

losses where **you** are entitled to obtain payment of compensation under any legislation or bye-law in respect of refusal to renew the **licence**:

Unauthorised alteration

by alteration of the **premises** without consent of the appropriate authority.



14. Personal Possessions Cover

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the policy the following words will have special meaning:

Word	Specific meaning
Personal Property	Personal items owned by you or your employees not in relation to your business
Territorial limits (for this section only)	The limits chosen by you and shown in the schedule attaching to this policy : d) at your business premises ; or home e) anywhere in the General Definition of territorial limits ;

Your cover

Insuring clause

We will cover you for damage occurring to your Personal property caused by an animal in your care (not owned by you) stated in the schedule during the period of insurance.

Limit of indemnity

Our liability under this section shall not exceed the **sum insured** shown in the **schedule** in respect of any one **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Basis of claims settlement

Reinstatement

Following damage to the **property**, the basis upon which **we** will calculate the amount **we** will pay for any claim will be the reinstatement of the property damaged, subject to the following conditions:

- e) where the property is:
 - destroyed, we will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new;
 - ii) damaged, **we** will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. Maximum pay out for mobile phones is limited to £500.

However, **we** will not pay more than **we** would have done if the property had been completely destroyed.



- f) The work of reinstatement:
 - may be carried out on another site and in a manner suitable to your needs provided that our liability is not increased;
 - ii) must begin and be carried out as quickly as possible.

The maximum **we** will pay under this section in any one **period of insurance** will not exceed:

- d) the sum insured on each item; or
- e) the total **sum insured**;

or any other maximum amount payable or the **limit of indemnity** specified in this section or the **schedule**.

Excess

Our total liability applies over and above any excess, as set out in the schedule.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Consequential loss

any consequential loss;

Excluded causes

damage arising from:

- c) you, another person or animals owed by you
- d) wear and tear

Matching sets and suites

Any claims for a matching set of items or suite of **furniture** will only be settled on the basis of repair or replacement of the damaged item. Any loss of value of the set or suite because **you** or the **claims handler** are unable to find a suitable match is not covered under this policy. acts of fraud or dishonesty by **your employees**;

Fraud

damage occurring outside the territorial limits;

Uninsured property

Territorial limits

- a) damage to property loaned or hired out by you
- b) Cash, cheques, travel & season tickets
- c) Items not in the care or control of policyholder / employee at the time
- d) damage to property loaned or loaned out to you
- e) professional fees, debris removal, pedal cycles and business equipment, computer records and stock

Other insurance (motor vehicles)

damage to motor vehicles or their contents more specifically insured;



15. Employees Accident Cover

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning	
Accidental bodily injury (for this section only)	An identifiable physical injury which is caused by a sudden, unexpected, specific event occurring at an identifiable time and place which results in your injury, excluding any illness or disease, preexisting conditions	
Event	any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause.	
Insured person (for this section only)	You and your directors, partners, managers, officers and the Workers for your business, who have a contract with you	
Loss of limb	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.	
Loss of sight	Total loss of sight in an eye.	
Hospital	shall mean any institution which has permanent twenty four (24) hour facilities for the medical and surgical diagnosis and treatment of inpatients by Medical Practitioners and fully qualified nursing staff and is not an institution whose primary purpose is the provision of facilities for persons who are mentally ill, mentally handicapped, , or addicted to drugs.	
Loss of finger / thumb or toe	Loss by physical separation of a finger, thumb or toe at, or total loss of use of a complete arm, finger, thumb or toe.	
Dental Expenses	Reimbursement of expenses incurred by an Insured Person in respect of dental treatment required by a Medical Practitioner as a result of Bodily Injury caused by an Accident during the Period of Insurance while the Insured Person is actively engaged in connection with the Business	



Your cover

Insuring clause

We will cover you, up to the amount shown below, in the event of an insured person sustaining an accidental bodily injury in the course of their employment engaged in the business during the period of insurance which within 12 months of the accidental bodily injury

We will pay the benefit shown below:

Accidental bodily injury causing:

Broken Bones	Pay Out
Major (arm, ankle, back, cranium, hip, leg, mandible,	£1,000.00
neck, pelvis, shoulder, or wrist)	
Minor break (any other) excl the nose	£ 200.00
Hospitalisation in the UK (per 24 hour period) as a	£50 / 24 hours
result of accident Hospital admission	
loss of sight in one or both eyes	£2,000.00
loss of limb(s) (one or more)	£2,000.00
Loss of finger / thumb or toe	£ 500.00
Dental Treatment	Up to £500.00

Annual Aggregate Limit: max £10,000, or as per insurance schedule

There must be a written contract between You and the Insured Person at the time

Limit of indemnity

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Payment conditions

- a) Claims will not be payable under more than one of benefits 1 to 7 for the same **accidental bodily injury** or the same period of disablement, After a claim has been paid under one of the benefits, no further liability will attach to **us** for the **insured person**.
- b) The **insured person** will take all practical steps to minimise any **accidental bodily injury**.
- c) The **insured person** will, as often as reasonably required and at our expense, submit to examination by a medical practitioner of **our** choice.
- d) This section is not assignable and no person save **you**, or in the case of **your** death **your** legal personal representative, will have any right against **us** either as assignee or transferee of any interest or any right to receive monies payable either before or after loss and whether admitted or not or in any other case.
- e) You must inform us in writing as soon as reasonably practicable if other insurance (other than temporary travel insurance) against accidental bodily injury is effected on behalf of an insured person.
- f) **You** cannot claim on this section of the policy, if also claiming on Section 9) of this policy.



Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. We will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Aerial activities flying as a pilot or aircrew or any other aerial activities including drone

operation other than travel by commercial airlines as a fare-paying

passenger;

Age restrictions accidental bodily injury sustained by any insured person under 16

years of age at the start of the **period of insurance**;

Alcohol / drugs accidental bodily injury sustained while under the influence of or

> due wholly or partly directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a qualified and registered medical practitioner, but not for the treatment

of drug addiction;

Armed forces accidental bodily injury caused or contributed to by the insured operations

person engaging in or taking part in armed forces service or

operations;

Criminal acts accidental bodily injury resulting from an insured person's own

criminal act or taking part in civil commotion;

Emotional or psychiatric conditions

any emotional or psychiatric disorder or condition;

Excluded activities accidental bodily injury resulting from an insured person taking

part in or practising for:

a) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water

skiing, winter sports or wrestling;

b) mountaineering or rock-climbing which would normally

necessitate the use of ropes or guides; or

c) racing of any kind other than on foot or swimming where there

areno obstacle courses involved;

Exposure to danger wilful exposure to danger except in an attempt to save human life;



Inability to take part in sports / pastimes

accidental bodily injury resulting solely in the inability to take part in sports or pastimes;

Motorcycles / power driven woodworking machinery **accidental bodily injury** resulting from the use by an **insured person** of:

a) a motorcycle (as driver or passenger); orb) fixed power driven woodworking machinery;

Pre-existing conditions / pregnancy or childbirth

- accidental bodily injury arising from:
 - a) any pre-existing defect, infirmity, medical condition or chronic or recurring ailment of which an **insured person** is aware or could reasonably be expected to have been aware unless it has been declared in writing to and accepted by **us**; or
 - b) pregnancy or childbirth;

Professional sport

training for or participating in professional sport of any kind;

Self-harm

an **insured person** committing or attempting to commit suicide, self-inflicted injury, or the **insured person** being in a state



Appendix 1

Short form information notice for individual insureds

Your personal information

The basics

You benefit from this insurance cover. We collect and use relevant information about you to provide the insurance cover and to meet our legal obligations.

This information includes details such as your name and address and may include more sensitive details such as information about your health and any criminal convictions you may have. If we need any sensitive details from you we will ask for your consent first.

The way insurance works means that your information may be shared with and used by a number of third parties in the insurance sector – but only in connection with the insurance cover from which you benefit.

Want more details?

For more information about how we use your personal information please see the full Pet Business Insurance privacy notice at https://www.petbusinessinsurance.co.uk/resources/privacy-policy/

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. Please contact Pet Business Insurance as follows:

Pet Business Insurance: info@petbusinessinsurance.co.uk