



## **FAS PLI Policy Schedule**

*Dear Maidenhead Astronomical Society,*

*This document has been generated on 04-03-2017 and confirms that you are currently listed on the FAS PLI policy. From Page 2 onwards you will find the detailed policy schedule.*

*Tony Questa, PLI Secretary*

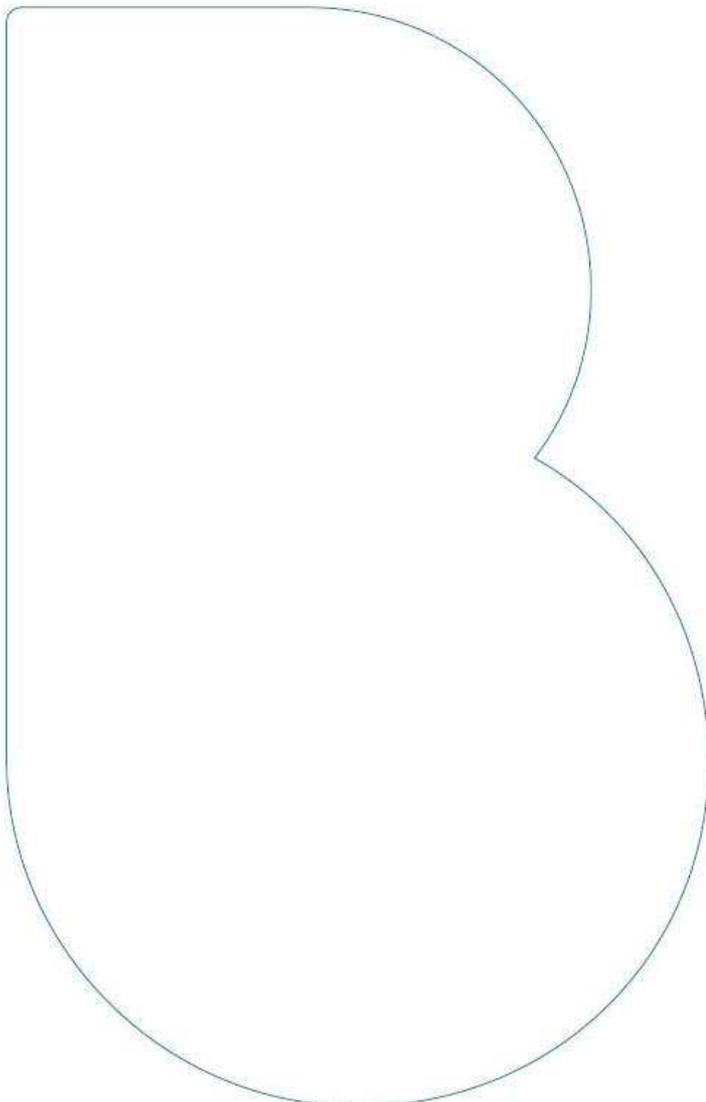


## Insurance presentation

Presented by Bluefin Insurance Services Limited  
24 March 2016

# Federation of Astronomical Societies

Renewal date: 1 April 2016



# Introduction

This pack explains the policies that we're recommending for you. It's worth spending a few moments to make sure everything is correct. Please keep these documents safe. You might need them again.

## **Changes to your circumstances**

The recommendations we've made are based on what you've told us in the past. If your needs and circumstances have changed since then – particularly your sums insured, your turnover or wage roll – then your premium, cover or terms may change, so please let us know. Also, if there is something that could lead to a claim arising before your renewal date, make sure you tell us. The 'Instructions and guidance' section of this pack explains more about the things you have a duty to tell us about.

## **Changes to your sums insured and policy limits**

It's normal for some sums insured to increase each year to keep up with inflation. For instance, as the cost of building work rises, the sum insured for your buildings should increase accordingly. This is known as 'index linking'. The price indexes that your insurers use to calculate these increases will be shown in your policy, and the increased sums insured will be shown in this report.

It's important that you check that all your sums insured and policy limits of indemnity are adequate or you'll run the risk that a claim might not be paid in full, even if the claim isn't for the full sum insured.

What's in this pack:

- **our range of services**
- **a cost summary** that lists the premiums and fees for each policy, along with your payment options
- **a premium finance quote**
- **optional additional cover** that you may want to include
- **a statement of demands and needs** that includes the reasons we recommend each policy
- **instructions and guidance** to help you understand some important things about new policies
- **a summary of the cover and terms** for each policy, including significant warranties, exclusions and conditions. This information is a brief summary of cover – for full details you should refer to the policy schedule and wording. Please let me know if you need a copy of these documents
- **our terms of business agreement** which sets out the terms and conditions under which we agree to act for you

## **Any questions?**

If you have any questions please phone us on 01245 291166 or email [nicola.grainger@bluefingroup.co.uk](mailto:nicola.grainger@bluefingroup.co.uk) and we will be happy to help.

# Our range of services

## **What we do for our commercial customers**

The services delivered to you by our trained, professional staff depend upon the particular risks you face and your insurance cover requirements. Here are some examples of what we may do for you, depending on your individual circumstances:

### **Initially and at renewal**

- confirm the purpose of making contact with you
- answer your queries and provide insurance advice
- collate and check the information required to review your insurable risks.

### **Market search**

- identify insurance products that match your needs
- review relevant insurers for their suitability, including things such as pricing, policy terms, service standards, claims service
- present your requirements to insurers
- monitor the receipt of insurers' quotations and negotiate price, terms & conditions.

### **Presenting our recommendations**

- provide a breakdown of the price
- give an explanation of the cover including any significant or unusual conditions or exclusions
- explain the scope of our search of the market
- clarify on whose behalf we act when arranging your policy
- tell you if we have used another intermediary to place your insurance cover
- clarify on whose behalf we act for when dealing with a claim
- make clear any fees or charges due in the period of the policy in addition to the insurance premium.

### **Confirming cover**

- discuss our personal recommendation and take your instruction as to how you wish to proceed
- request insurers to start cover and confirm to you when they have agreed
- check the policy is issued correctly and meets your demands and needs.

### **Day-to-day**

- carry out regular analysis of the insurance market to enable us to provide you with professional advice
- answer queries on the policy cover, insurance matters or proposed change to your insurance risk
- confirm mid term adjustments to your insurer under your instruction.

### **Claims**

- report claims on your behalf or ensure you have the relevant contact details for speedy reporting of a claim
- liaise with your insurer or with the loss adjuster they may appoint.

### **Accounting - we will**

- arrange monthly payments if requested (subject to qualification)
- issue an invoice detailing the payment we require
- reconcile your payment and pay your insurer
- obtain return premiums for you, when appropriate.

**You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.**

# Cost summary

Policy	Premium excluding IPT	Insurance premium tax	VAT @ 20%	Insurer/ document fee	Total
Commercial Combined Package	£ 5175.88	£ 491.71	£ 0.00	£ 25.00	£ 5,692.59
Administration fee					£ 25.00
<b>Total amount payable</b>				£	<b>5,717.59</b>

## How to pay

### Terms of payment

You need to pay the full amount when you receive your invoice, unless you decide to pay monthly by direct debit.

### Pay in a way that suits you:

- **Debit or credit card:** simply call us on 01245 291166. Note that a 2% service charge will be added for credit card payments (but not for debit card payments).
- **BACS transfer:** the bank details are on your invoice.
- **Direct debit:** you can spread the cost by paying by direct debit. Simply call us on 01245 291166 to ask about a form and any extra charge.
- **Cheque:** make your cheque payable to Bluefin Insurance Services Limited.

### Premium taxes

The premium tax you need to pay (shown in the table above) may vary depending on country and insurance type.

Please note that following the HMRC announcement in the Summer Budget 2015, the rate of Insurance Premium Tax increased from 6% to 9.5% on the 1st November 2015.

# Premium finance quote

One option to help you pay for your insurance is premium finance. This is a loan enables you to spread the cost across regular instalments. We have approached one provider of insurance premium finance, Premium Credit Limited, to obtain a quotation for you.

## How premium finance could benefit your business:

- **Supports financial efficiency:** you are lent money at a competitive interest rate with no hidden charges, and you may be able to receive corporation tax relief on your finance payments.
- **Improves cash flow:** by keeping capital in your business rather than paying the full amount of your premium upfront, you can reinvest it where it is needed.
- **Spreads the cost:** spreading your payments over a flexible payment period makes budgeting easier.
- **Reduces paperwork:** you can have a single credit agreement and direct debit for a number of policies, saving time and hassle.
- **Opens a new line of credit:** you can get premium finance in addition to any existing credit arrangements.

## Your quotation

To help you decide whether premium finance could benefit your business, here's a quote:

Overall premium amount	£ 5,717.59	Number of monthly instalments*	10
Variable service charge	6.35%	Representative APR	12.10%
The total charge for credit	£ 363.07	Initial instalment amount	£ 643.07
Loan arrangement/facility fee	£ 35.00	Subsequent monthly instalments of	£ 608.07
Total amount payable (the total amount of credit)	£ 6,115.66		

\*This is the total number of instalments including the initial instalment. You can spread the cost over a different number of months if you would like.

Should you opt to pay for your insurance by premium finance, please ensure that you read the terms and conditions of the premium finance arrangement before signing it.

Please be aware that as a condition of the agreement you assign all rights, title and interest to any policy finance through the above arrangement to Premium Credit Limited, along with any sums payable to you by virtue of that policy.

If you are interested in premium finance, please call 01245 291166.

# Optional risk management advice

## Introducing Business Assist*lements*

Business Assist*lements* is an online health & safety, HR management and employment law compliance best practice and guidance solution, to which we provide access for you, totally free of charge. It's jargon-free, easy to use and can provide you with the means to manage staff employment and workplace safety more effectively and more profitably, providing advice and best practice on all health & safety, HR management and employment law related topics.

The online portal provides industry specific support and information for a range of sectors and access to a wide range of facilities, designed to help you stay compliant with current legislation and with changes as they occur. It is supported by a helpline and regular monthly alerts.

The website is continuously updated to reflect changes in current legislation and best practice to ensure compliance at all times. The introduction of new legislation will always be highlighted in advance, helping to minimise your risk of claims and disputes.

## Upgrade to the complete Business Assist package

For a fixed annual fee of only £100 plus VAT Business Assist is an affordable upgrade of the Business Assist*lements* package. This upgraded package has a wider range of tools and step by step guidance notes in addition to advice and best practice including ready to use document templates. Upgrading to Business Assist provides you with:

- **Access to online HR management software**  
Including specimen letters on all aspects of employment and termination, policies, sector specific contracts, employee handbooks and detailed guidance notes on all aspects of HR & employment law compliance. There is also additional material on recruitment, equal opportunities, grievance & disciplinary and termination.
- **Online health & safety assistance**  
Including sector specific risk assessments with guidance notes on how to complete them, detailed specimen action plans for each topic and additional material on food safety, premises, personnel and work equipment.

## Specialist risk management advice

If your risk management, HR or Health and Safety needs a bit more than the self-service options above, ask your Bluefin representative about our partnership with Xact. As well as providing the online systems above they offer our clients tailored, on site, face to face, and sector specific services with an emphasis on preventative procedures and processes. They deliver solutions to a number of challenges faced by businesses in respect of health & safety and employment regulations and compliance demands. We only partner with like-minded, reliable companies who we trust to look after our clients and Xact have developed an ethos which provides a truly "hands on" service in all areas of their operation.

# Optional additional cover

We recommend the following optional additional covers and have indicated below whether these have been included or not:

**Selected:** this cover has been added and the cost is included in the premium we've quoted.

**Not selected:** this cover is available for the additional cost shown.

These are only recommendations and it's up to you to decide which you'd like to include. It's also a good idea to check that you don't already have these cover options elsewhere.

If you wish to change any of the options selected please call 01245 291166 before your policy start date.

## Business assist

Service provider	Xact Group Ltd	Premium	£ 120.00 Inc VAT
This upgrade to your existing free Bluefin Business Assist <i>Elements</i> service is an affordable online, compliance and guidance solution covering topics such as; health & safety, HR management and employment law. It also includes a range of tools as well as step by step guidance notes and advice and best practice with some ready to use document templates		Selected	Not selected
		<input type="checkbox"/>	<input checked="" type="checkbox"/>

# Statement of demands and needs

**Client name** Federation of Astronomical Societies

**Business description** Astronomical Societies

We've assessed what you need based on the information you gave us, and our recommendations are summarised below.

Your main requirements are for insurance policies that give you the following cover:

Policy type	Your main requirements
Commercial Combined Package	You require cover in respect of your legal liability to pay compensation including legal costs for accidental death or personal injury to any person excluding employees, and accidental loss or damage to third party material property.

We recommend:

Policy type	Recommendation
Commercial Combined Package	I am recommending renewal with your existing Insurer as the policy satisfies your demands & needs as stated above and is a specialist policy for you as it gives cover for each Society as well as the Federation itself.

## Our capacity and services

### The capacity in which Bluefin is acting

Bluefin usually acts as your agent in its capacity as an insurance intermediary. Because of this we are subject to the law of agency, which sets out our duty of care to you. In some circumstances, we may act for and have a duty of care to insurers. The following table sets out these circumstances, so you can see any possible conflicts of interest.

	Sourcing a suitable policy – when we get quotes for you		Placing the insurance – when we arrange for your cover to start		In the event of a claim	
	We act as your agent	We act as agent of the insurer	We act as your agent	We act as agent of the insurer	We will act as your agent	We will act as agent of the insurer
Commercial Combined Package	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### How we made our selection

Policy	Market selection				
	Fair analysis	Limited number of insurers	Single insurer	Other intermediary	Delegated authority
Commercial Combined Package	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### What we mean by:

- **Fair analysis:** we have carried out a ‘fair analysis’ of the market in order to identify a suitable product. This means that we have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select an appropriate policy for you.
- **Limited number of insurers:** our search for a product to meet your requirements has involved a limited number of insurers. We are happy to discuss with you the scope and outcome of our search. You can ask us at any time for a list of the insurers we may, and do, use.
- **Single insurer:** we have chosen to approach one insurer for this specific type of insurance. You can ask us at any time for a list of the insurers we may, and do, use.
- **Other intermediary:** to access the insurance product that best suits your needs, we will use another intermediary to place your business.
- **Delegated authority:** the terms for your policy have been provided using an authority delegated to us by an insurer.

# Instructions and guidance

## **Your disclosure of data in relation to material facts and how this data may be used**

It is essential that every Proposer or Insured reveals any material facts or information which might influence the judgement of Insurers in fixing the premium or determining whether they will accept the risk. Failure to do so may render the contract of insurance voidable from inception.

You must ensure that, having made full enquiry, you do not omit, suppress or misstate any material facts and undertake to inform Bluefin of any change to any material facts. The information you provide will be used by the Insurers and/or their agents to arrange and administer the insurance and in handling claims which may necessitate sharing information with third parties. Information may also be shared with business partners to deliver any additional services provided with this insurance.

Here are some examples of facts that should be disclosed (this is not an exhaustive list):

- unoccupied premises
- the company or a director having been refused insurance cover or had a policy cancelled
- previous losses (regardless of fault or whether an insurance claim was made)
- losses arising out of fraud or dishonesty
- a change of business activities
- the breakdown of an alarm system or a change to its specification
- construction of premises – for example the use of composite panels or being sited on a former landfill site or on made up ground
- any excavations or underground workings in the immediate vicinity
- previous HSE prosecutions or enforcement notices
- use of hazardous substances
- manufacture or supply of safety critical products
- working with clients based in the USA or Canada
- export of products to USA or Canada.

## **Your duty to notify us about certain facts regarding convictions, bankruptcy proceedings and refusals of insurance cover**

You must notify us with the relevant details if your business or any company in the same group as your business, or any director or partner of your business or any group company (either personally or in any business capacity) has ever been, or is during the period of insurance:

- declared insolvent or bankrupt or the subject of bankruptcy proceeding
- the subject of a County Court judgment (or Scottish equivalent) or if there are any proceedings pending
- a director or partner in any business which is or has been the subject of a winding up or administrative order, or receivership or other insolvency proceedings
- convicted or charged with any criminal offence, or have a prosecution for such an offence pending (except for the Road Traffic Act offences of parking, or speeding on one occasion if there are no convictions)
- prosecuted or served with a notice of intended prosecution or a prohibition notice in connection with a breach or alleged breach of any health and safety legislation
- refused or declined insurance cover or has or has ever had insurance cancelled, renewal refused or had special terms imposed.

This is very important because if you fail to notify us of any of the circumstances above, your insurance claim may not be paid. Please note that spent convictions do not need to be disclosed.

### **Your operations in countries that are subject to sanctions**

You must notify us with the relevant details of all circumstances, including those which may arise during the period of your insurance cover, involving activity by your business or its group companies (including direct or indirect imports and exports, other forms of trading, services, travel and working abroad) in the following countries and territories:

Belarus, Crimea, Cuba, Democratic Republic of Congo, Iran, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine and Zimbabwe.

### **Your failure to disclose**

You agree that if you do not notify us of the facts and circumstances described above, including those which may arise during the period of your insurance cover, this will be treated by us as a statement that you have no information to supply in relation to that fact or circumstance. If you do not understand any point please ask for further information.

### **Confidentiality and copyright**

To protect our intellectual rights we ask that you don't show this pack, or the advice within it, to anyone else or reproduce it for them.

### **Key conditions**

Please take time to read your policy documents and make sure you understand the terms and conditions. If you breach the conditions of your policy any claim you make might not be paid or your cover might be withdrawn.

### **Reasonable care**

Despite being insured, you still need to take the same care that you would if you weren't insured. And if something happens that could lead to a claim, you need to take reasonable steps to minimise any losses.

### **Subjectivities**

Sometimes your insurer will need specific information from you or ask you to take particular action, and generally you will still be covered while doing what they've asked. If this happens we will make sure you know what to do and by when, and what will happen if you don't.

### **Warranties and conditions precedent**

Your policy will tell you clearly what you need to do comply with 'warranties' and 'conditions precedent'. If you don't comply then any claim may not be paid, even if the thing you omitted to do had no effect on the loss you claimed for. If you don't comply with the warranties your policy could be cancelled from the date it was taken out.

### **Terrorism**

Most policies don't insure you against losses caused by terrorist activities. You can usually arrange separate cover for this, so please get in touch if you'd like a quotation.

### **Complaints**

Sometimes things may not go entirely to plan. Both Bluefin and the insurers we deal with welcome the opportunity to discuss any concerns that you may have about any aspect of the service you receive. Should you need to discuss a problem, please contact us in the first instance. Details of how to contact the insurer will be in the policy document.

### **Law applicable**

You and the insurers are free to choose the laws applicable to a policy. As insurers are based in England, they propose to apply the laws of England and Wales and by purchasing a policy you will have agreed to this.

# Commercial Combined Package

<b>Insurer/wholesale intermediary</b>	Bluefin Underwriting/Royal & Sun Alliance Insurance Plc
<b>Product (if applicable)</b>	Commercial Combined Package
<b>Policy number</b>	RKK910440/25847546
<b>Policy period</b>	From 01 April 2016 To 31 March 2017

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## **Policy Changes**

Spalding Astro have been removed as requested.

## Section 2: Liabilities

### Cover

Liability Cover as defined below

### Public Liability

Limit of Indemnity (£) 5,000,000

### Additional Information

List of Societies:

Aberdeen Astronomical Society  
Abingdon Astronomical Society  
Adur Astronomical Society  
Altrincham and District Astronomical Society  
Ancrum Astronomy Club  
Andover Astronomical Society  
Ashford Astronomical Society  
Association of Falkirk Astronomers  
Astronomical Society of Edinburgh  
Astronomical Society of Glasgow  
The Astronomy Centre  
Aylesbury Astronomical Society  
Ayrshire Astronomical Society  
Basingstoke Astronomical Society  
Bassetlaw Astronomical Society  
Batley and Spenborough Astronomical Society  
Beckington Astronomical Society  
Bedford Astronomical Society  
Birmingham Astronomical Society  
Blackburn Leisure Astronomy Society  
Blackpool & District Astronomical Society  
Bolton Astronomical Society  
Bradford Astronomical Society  
Breckland Astronomical Society  
Bridgend Astronomical Society  
Bridgwater Astronomical Society  
Bristol Astronomical Society  
Bromsgrove Astronomical Society  
Bute Astronomical Club Ltd. - Limited by Guarantee  
Caithness Astronomy Group  
Callington Community Astronomy Group  
Cambridge Astronomical Association  
The Carolian Astronomy Society  
Castle Point Astronomy Club  
Central Lancashire Amateur Stargazing Society  
Chester Astronomical Society  
Chipping Norton Amateur Astronomy Group  
Clacton & District Astronomical Association  
Cleethorpes & District Astronomical Society  
Cleveland and Darlington Astronomical Society  
Clydesdale Astronomical Society  
Cockermouth Astronomical Society  
Cody Astronomical Society  
Cornwall Astronomical Society

Cotswold Astronomical Society  
Coventry & Warwickshire Astronomical Society  
Cranfield Astronomical Society  
Crawley Astronomical Society  
Crayford Manor House Astronomical Society  
Crewkerne And District Astronomical Society  
Croydon Astronomical Society  
Dalgety Bay Astronomy Club  
DASH (Darsham and Surrounding Hamlets Astronomical Society)  
Derby & District Astronomical Society  
Doncaster Astronomical Society  
Dumfries Astronomy Society  
Durham Astronomical Society  
East Lincolnshire Astronomical Club  
East Riding Astronomers  
East Sussex Astronomical Society  
Eastbourne Astronomical Society  
Eddington Astronomical Society  
Edenbridge And District Astronomers  
Farnham Astronomical Society  
The Federation of Astronomical Societies  
Fordingbridge Astronomers  
Foredown Tower Astronomers  
Furness And South Lakeland Astronomical Society  
Galloway Forest Astronomical Society  
Guildford Astronomical Society  
Gwynedd Astronomical Society  
Hampshire Astronomical Group  
Hampstead Garden Suburb Astronomical Society  
Harrogate Astronomical Society  
Havering Astronomical Society  
Heart Of England Astronomical Society  
Hebden Bridge Astronomy Society  
Helensburgh Astronomical Society  
Herefordshire Astronomical Society  
Herschel Astronomical Society  
Hertford Astronomy Group  
Hibaldstow Astronomical Society  
High Legh Community Observatory  
Horsham Astronomy Group  
Huddersfield Astronomical & Philosophical Society  
Hull & East Riding Astronomical Society  
Ilkeston & District Astronomical Society  
Irish Astronomical Association  
Isle Of Man Astronomical Society Ltd. - Limited by Guarantee  
Jersey Astronomy Club  
Keighley Astronomical Society  
Kernow Astronomers  
Kielder Observatory Astronomical Society  
King's Lynn & District Astronomy Society  
Knowle Astronomical Society  
Lancaster and Morecambe Astronomical Society (LaMAS)  
Leeds Astronomical Society  
Letchworth And District Astronomical Society  
Lewes Astronomers  
Lincoln Astronomical Society  
Liverpool Astronomical Society  
Lowestoft & Great Yarmouth Astronomical Society  
Luton Astronomical Society  
Macclesfield Astronomical Society

Maidenhead Astronomical Society  
Manchester Astronomical Society  
Mansfield And Sutton Astronomical Society  
The Marches Astronomy Group  
Matlock and Darley Dale Observing Group  
Melton & District Astronomical Society  
Mexborough & Swinton Astronomical Society  
Mid Cheshire Astronomical Group  
Mid Kent Astronomical Society  
Midlands Spaceflight Society  
Milton Keynes Astronomical Society  
Monmouth Astronomical Research Society  
Moray's Astronomy Club - SIGMA  
Nene Valley Astronomical Society  
Newbury Astronomical Society  
Newcastle-Upon-Tyne Astronomical Society  
Newtown Astronomical Society  
North Devon Astronomical Society  
North Essex Astronomical Society  
North Lincs Astro Society  
North Norfolk Astronomical Society  
North Staffordshire Astronomical Society  
North Wales Astronomical Society  
Northants Amateur Astronomers  
Northern Ireland Amateur Astronomy Society  
Northumberland Astronomical Society  
Nottingham Astronomical Society  
Orpington Astronomical Society  
Orwell Astronomical Society  
Papworth Astronomy Club  
Peterborough Astronomical Society  
Plymouth Astronomical Society  
Port Talbot Astronomical Society  
Preseli Astronomy Group  
Preston & District Astronomical Society  
Reading Astronomical Society  
Redditch Astronomical Society  
Renfrewshire Astronomical Society  
Roseland Observatory Society  
Rosliston Astronomy Group  
Rugby and District Astronomical Society  
Runcorn and Widnes Astronomy Group  
Rutland Astronomical Society  
Salford Astronomical Society  
Salisbury Astronomical Society  
Sawtry And District Astronomical Society  
Scarborough & Ryedale Astronomical Society  
Sheffield Astronomical Society  
Shetland Astronomical Society  
Shropshire Astronomical Society  
Society For The History Of Astronomy  
Solent Amateur Astronomers  
South Cheshire Astronomical Society  
South East Kent Astronomical Society  
South Somerset Astronomical Society  
South West Hertfordshire Astronomical Society  
Southampton Astronomical Society  
Southport Astronomical Society  
Sowy Stargazers  
St. Neots Astronomy Association

Stafford & District Astronomical Society  
Stirling Astronomical Society  
Stornoway Astronomical Society  
Stour Astronomical Society  
Stratford-Upon-Avon Astronomical Society  
Sunderland Astronomical Society  
Swansea Astronomical Society  
Swindon Stargazers  
Tavistock Astronomical Society  
Thanet Astronomy Group  
Thurrock Astronomical Society  
Tiverton and Mid Devon Astronomy Society  
Torbay Astronomical Society  
Tweeddale Astronomical Society  
Usk Astronomical Society  
Vectis Astronomical Society  
Wadhurst Astronomical Society  
Wakefield and District Astronomical Society (WADAS)  
Walsall Astronomical Society  
Walton Astronomy Group  
The Webb Deep-Sky Society  
Wells and Mendip Astronomers  
Wessex Astronomical Society  
West Didsbury Astronomical Society  
West Kintyre Stargazers  
West Of London Astronomical Society  
West Yorkshire Astronomical Society  
Weymouth Astronomy Club  
Whitby & District Astronomical Society  
White Peak Astronomical Observing Group  
William Herschel Society  
Wiltshire Astronomical Society  
Wolverhampton Astronomical Society  
Worcester Astronomical Society  
Worthing Astronomers  
Worthing Astronomical Society  
Wycombe Astronomical Society  
York Astronomical Society  
Excesses

Each and every claim in respect of Damage to Third Party Property: £250

Each and every claim in respect of Damage to Third Party Property arising out of the use of heat:  
£1,000

## **General Clauses/Information**

Excess

Third Party Property Damage £250.00

Third Party Property Damage in use of heat £1,000.00

Endorsements

Member to Member liability included

# Terms of business agreement - commercial customers

## Bluefin Insurance Services Limited

Authorised and regulated by the Financial Conduct Authority No: 307899. Registered Office: 5 Old Broad Street, London, EC2N 1AD. Registered in England No: 00931954. Consumer Credit Act Licence No: 596197. Data Protection Act Registration No: Z5255391.

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third party providers. Please contact us immediately if there is anything in this document that you do not understand/or with which you disagree. Your receipt of this document constitutes your informed consent to its contents.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

### 1. Definitions

- 1.1. Commercial customer means a customer who is acting within their trade or profession in respect of the insurance cover requested or arranged.
- 1.2. 'You' or 'your' means you (and/or your appointed agent).
- 1.3. 'We' or 'us' or 'our' means Bluefin Insurance Services Limited.

### 2. Who regulates us?

- 2.1 We are authorised and regulated by the Financial Conduct Authority (FCA) an independent body that regulates the UK financial services industry. Our details may be confirmed on the Financial Services Register [www.fca.org.uk](http://www.fca.org.uk) or by phoning the FCA on 0800 1116768

### 3. Our service

- 3.1. We are committed to providing you with quality advice, service and insurance products. As an intermediary and your agent we owe various duties to you and will advise you as necessary if circumstances occur that may create a possible conflict of interest.
- 3.2. Our permitted business activities are advising, arranging (bringing about) deals, making arrangements with a view to transactions, dealing as agent, assisting in the administration and performance of a contract and agreeing to carry on a regulated activity in respect of General Insurance contracts.
- 3.3. We will advise you and will make a personal recommendation after we have assessed your insurance needs. This will include the type of cover you require together with the costs involved. We undertake to explain the main features of the products and services that we offer to you as well as the basis on which we have provided information and/or advice
- 3.4. Upon receipt of your instructions we will place, amend or renew insurance cover on your behalf with insurers. We will advise you of any inability to place your insurance.
- 3.5. You are not to rely on any insurance policy you have instructed us to place on cover until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in place. Please note that you must comply with the terms and conditions of the insurance policy you purchase including any matters where the insurer makes cover subject to your compliance with conditions or with express or implied warranties. Failure to comply may entitle the insurer to cancel your insurance contract and/or risks a claim you make not being paid in part or in full. (Also see Clause 14. Claims).
- 3.6. Please also note, unless your policy confirms otherwise, the rights under your policy may only be pursued in an English court.

### 4. Our remuneration and other income

- 4.1. We are usually remunerated by commission from your insurer(s) for our insurance broking services, or by way of a fee negotiated and agreed with you. If we receive both, this will be confirmed in writing to you at the time of incepting or renewing your insurance. In addition:
  - 4.1.1. We may also make individual charges up to £100 to cover the administration of your insurances e.g. arranging a new policy, mid-term adjustments, short period or mid-term cancellations, renewals, issue of replacement or duplicate documents. We may also make individual charges where we prepare and issue documents on behalf of insurers, these will be confirmed in writing to you at the time of incepting or renewing your insurance where applicable.
  - 4.1.2. Some insurers may make additional payments to us reflecting the size and/or profitability of our account with them and/or in respect of work we undertake on their behalf. In addition we may also receive payment from other firms, such as premium finance providers, where non-insurance products or services are supplied to you.
- 4.2. Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and/or agreed fees in respect of the full policy period including where you appoint another intermediary in our place during the currency of a policy where a policy is cancelled after inception or renewal. (Also see Clause 13. Short period and cancelled policies).
- 4.3. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

## **5. If domiciled in a country other than the UK**

- 5.1. The law or regulations in your country of domicile may take precedence over any relevant UK legislation. Therefore references in this document to the FCA or Financial Ombudsman Service or Financial Services Compensation Scheme and any rights or benefits thereunder may not apply. If you wish to clarify your position in this respect then we will discuss this on request.

## **6. Duty of disclosure**

- 6.1. It is your responsibility to provide complete and accurate information to insurers and us prior to and when you purchase an insurance policy, throughout the life of the policy and when you renew that policy. Failure on your part to immediately disclose information relevant to your insurance or any inaccuracies in the information given could result in your insurance cover being invalid or not fully operative.
- 6.2. All statements and material facts disclosed on proposal forms, statements of fact, claims forms and other documents should be full, true and accurate. Material facts are those that would influence an insurer in deciding whether or not to accept a risk and the terms and conditions that would apply. Where forms are completed or partially completed on your behalf, you should check them for accuracy before signing. If you are in any doubt as to whether a fact is relevant, you should disclose it and then ask for guidance.

## **7. Notification of changes, alterations and renewals**

- 7.1. Amendments to policies may be arranged upon receipt of full details and on return of the certificate of insurance (if applicable). Cover is subject to acceptance by insurers and payment of any additional premium required inclusive of Insurance Premium Tax (IPT).
- 7.2. Renewals are invited on the basis that there have been no changes in the risk other than those specifically notified to us or your insurers.

## **8. Insurer security**

- 8.1. We will only place cover with insurers who satisfy certain minimum criteria assessed by the rating agencies and/or our own assessment, or for whom you have given us specific approval to use. Whilst the information upon which we rely is obtained from sources considered to be reliable, and we use all reasonable endeavours to review that information in order to protect your interests, predictability of solvency cannot be, and is not, guaranteed by us. The financial standing of any insurer can, of course, change after the insurance contract had inception. We do not guarantee the ongoing ability of any insurer to meet their contractual obligations.

## **9. Quotations**

- 9.1. Quotations are valid until the date cover commences up to a maximum of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

## **10. Documentation**

- 10.1. It is your responsibility to read all documentation upon receipt and raise any query regarding it otherwise you risk a loss you suffer not being paid in part or in full. Documentation including your policy and certificate, if applicable, will be issued to you upon receipt from insurers.
- 10.2. You must check all documentation issued to you to ensure the details are correct and the insurance cover provided meets your requirements. We will arrange insurance cover according to your instructions but only you can identify if it does not meet your intentions. If you have any concerns in respect of your insurance cover or are uncertain as to the meaning of any terms and conditions or if you discover errors in the documentation, then you must notify us immediately.

## **11. Payment of the premium**

- 11.1. We must receive your payment, unless it is made by you directly to your insurer, by cheque, credit or debit card, electronic funds transfer or be in receipt of a completed premium instalment application form (with deposit where requested) drawn on a bank, building society or other UK financial institution account in the policyholder's name and before cover commences unless we agree otherwise. A charge may apply to payments made by credit card and this will be confirmed to you in writing at the time of inception or renewing your insurance. If we agree to accept payment from someone other than the policyholder then this must be notified to us and agreed by us.
- 11.2. We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover or any other prejudicial steps taken as a result of late payment substantially attributable to you. If we decide to retain certain documents whilst awaiting payment, we shall provide details of your insurance cover and any information or documents required by law.
- 11.3. We shall be entitled (but not obliged) without providing notice to you to set off any amounts due to us from you, against any amounts which we may receive on your behalf (i.e. claims moneys, refunded premiums and other sums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the cancellation or lapsing of your policy.

## **12. Transferred business**

- 12.1. When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

## **13. Short period and cancelled policies**

- 13.1. If you wish to cancel your policy then you will need to return the policy document and current certificate of insurance (if applicable) and confirm your cancellation instructions. Subject to the cancellation terms of your policy, a refund of premium may be available. Details of any applicable cancellation terms and charges will be found in your policy documents. Our commission and/or fees are fully earned from the date insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy.

## **14. Claims**

- 14.1. We will assist you with advice when you make a claim under your policy but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms may risk a loss you suffer not being paid in part or in full.
- 14.2. You must not under any circumstance admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you will risk your claim not being met in part or in full. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to us or to your insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with policy terms and conditions may invalidate cover.
- 14.3. We will remit claim payments received on your behalf, to you as soon as practicable after confirmation of receipt of cleared funds in our bank account. In the event that an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts.
- 14.4. Where we have a delegated authority from an insurer to settle your claim on their behalf we shall make you aware of this on notification of the claim and obtain your informed consent to proceed.
- 14.5. We will provide a claims handling service for you as long as you remain our customer. We reserve the right to charge a fee for our claims services if you cease to be a client but still wish us to handle any claim, and we are prepared to do so. If you wish us to provide claims services on policies issued before our appointment, we also reserve the right to charge you a fee.

## **15. Client and insurer money**

- 15.1. The FCA requires us to hold all client monies, including yours, in a trust account, the purpose of which is to protect you in the event of our financial failure since, in such circumstances; our general creditors would not be able to make claims on client money as it will not form part of our assets.
- 15.2. We hold all client monies in a Non Statutory Trust bank account in accordance with the FCA client money rules. Under these arrangements, we assume responsibility for such monies and are permitted to, and may:
  - 15.2.1. Use such monies received on behalf of one customer to pay another customer's premium, before the premium is received from that other customer. However, we are not entitled to pay ourselves commissions before we receive the relevant premium from the customer;
  - 15.2.2. For the purpose of effecting a transaction on your behalf, pass your money to another intermediary, including those resident outside the UK who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the UK. Please inform us if you do not agree to this.
  - 15.2.3. Retain for our own use, any interest earned on client money.
- 15.3. Your money will be held either as agent of the insurer or agent of the client, depending on which insurer(s) your insurance has been placed with. Where money is held as agent of the insurer, this means that when we have received your cleared premium, it is deemed to have been paid to the insurer.
- 15.4. Unless we receive your written instruction to the contrary, we shall treat receipt of payment from you and of any claim payment and/or refund of premium which fall due to you, as being with your informed consent to the payment of those moneys into our Non Statutory Trust bank account.

## **16. Our liability to you**

- 16.1. Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurance cover as acceptance of the limitation of our liability to you and to any other person with an interest in your insurance cover, as follows;
- 16.2. Except in respect of any claim: -
- resulting from our fraudulent act; or
  - resulting from a breach by us of the FCA's rules or Principles of Business; or
  - in relation to any liability for death or personal injury resulting from our negligence; or
  - in relation to any other liability which cannot lawfully be excluded or limited
- our liability to you (whether in contract, tort (including, without limitation, negligence) or otherwise) shall be limited to £10,000,000 in respect of any and all insurance mediation activities undertaken by us on your behalf over any 12-month period.
- 16.3. This Agreement contains all obligations owed by us to you. Our liability shall be strictly limited to direct liability in contract. We expressly exclude any liability for indirect or consequential loss howsoever arising and any and all liability in tort save in relation to liability for our negligent acts causing personal injury or death or other liability expressly reserved by statute.

## **17. Ownership and control**

- 17.1. We are an independently authorised firm ultimately controlled by AXA UK Plc through our parent, Bluefin Insurance Group Limited.

## **18. Confidentiality and security**

- 18.1. We will ensure that any information obtained from you is treated as private and confidential by us. These Terms of Business assume that any information you supply to us on behalf of a third party is done so with their permission.
- 18.2. We will not take instructions on your insurance arrangements from anyone else unless we have your prior written permission. We will also not provide information you supply to anyone else unless we have your prior written permission to do so or are required by a regulatory body, by law or are required to do so in the normal course of arranging your insurance or in connection with claims matters or other services we may provide to you.
- 18.3. We may from time-to-time, provide you with marketing information on other products we supply and/or pass your contact details to other suppliers of products or services of whom we approve. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat issue of this Terms of Business as evidence of your informed consent.
- 18.4. We take appropriate steps to ensure the security of any money, documents, other property or information handled or held on your behalf. It is our policy to retain records for insurance cover effected on your behalf for a minimum of 3 years after expiry and otherwise as required by regulation or law.
- 18.5. All information in any form, with the exception of policy documents and certificates issued on behalf of insurers, supplied by us to you must be treated as strictly private and confidential and not be released directly or indirectly to any other party, without our explicit, written consent.

## **19. Termination of our authority to act on your behalf**

- 19.1. You or we may terminate our authority to act on your behalf by providing at least 14 days notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to these Terms of Business unless we agree otherwise in writing.
- 19.2. You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of written termination of our authority to act on your behalf.

## **20. Severability**

- 20.1. If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

## **21. Assignment**

- 21.1. We are entitled to assign these Terms of Business to any other company within the group of companies of which we are part but then only for so long as such company remains a member of such group.
- 21.2. We are entitled to transfer client monies to an identical bank account held in the name of any other company within the group of companies of which we are a part but then only for so long as such company remains a member of such group.

## **22. Law and jurisdiction**

- 22.1. These Terms of Business which form our agreement with you shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

## **23. Rights of Third Parties**

- 23.1. Unless otherwise agreed between us in writing no provision of this Terms of Business is enforceable under the Contracts (Rights of Third parties) Act 1999 by any person other than you or us.

#### 24. Insurer credit searches

- 24.1. Insurers may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to calculate the risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application will not solely depend on the results of the credit scoring process.
- 24.2. To ensure you receive the most competitive offer from insurers, now or at any time and to protect customers from fraud and verify customers identity, insurers may use publicly available data which they obtain from a variety of sources, including credit reference agencies and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

#### 25. Premium finance credit searches

- 25.1. When applying for a loan to facilitate payment of your premium by instalment facilities, your application for credit will be passed to the credit provider who in assessing your application may search public information held by a credit reference agency about you. The credit reference agency will add details of the search and your application to their record about you whether or not your application proceeds.

#### 26. Bribery and corruption

- 26.1. We have no tolerance for bribery and corruption and this policy extends throughout the company for all of its dealings and transactions in all countries in which we operate. Our anti bribery policy is updated in line with the changes in law, changes in our business and our reputational demands. All employees are required to comply with this policy.
- 26.2. Both parties agree to comply fully with the requirements of the Bribery Act 2010, and will not engage in any of the following activity:
- promising or giving of an advantage, financial or otherwise, to another person to bring about an improper performance or to reward such improper performance
  - requesting, agreeing to receive or accepting of an advantage, financial or otherwise to act improperly
  - bribe a foreign public official to do or reward them for doing, something improper
- 26.3. Additionally, where applicable, a firm will prevent bribery being committed on its behalf by its employees and third parties.

#### 27. Sanctions

- 27.1. Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

#### 28. Complaints

- 28.1. While we will always endeavour to provide you with a high level of customer service if you feel dissatisfied with the service you have received you should, in the first instance, contact the office you usually deal with to register your complaint.  
Or, alternatively you may refer the matter to –  
**email:** [insurance.complaints@bluefingroup.co.uk](mailto:insurance.complaints@bluefingroup.co.uk)  
**post:** Complaints Officer  
Bluefin Insurance Services Limited  
Central House  
Beckwith Knowle  
Otley Road  
Harrogate  
HG3 1UF  
**Tel:** 01423 724700
- 28.2. We need you to help us by summarising the problem, policies affected and the resolution you expect. Please ensure whenever possible that you quote your customer reference number together with the identity of our member of staff and office address.
- 28.3. We will endeavour to rectify the problem immediately but if we are unable to do so your complaint will be dealt with in accordance with our formal Complaints Procedure, a copy of which will be provided to you.
- 28.4. If you remain dissatisfied you may be an eligible complainant within the rules of the Financial Ombudsman Service (FOS). Their jurisdiction broadly covers those that employ less than 10 persons and whose turnover or annual balance sheet is less than 2 million Euros, and charities or trusts whose turnover or net assets respectively are less than £1m. Should you remain dissatisfied with our final decision or more than 8 weeks have passed since receipt of your complaint then if you wish, you may contact the FOS, details of which can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Full details will be supplied in our Complaints Procedure.

#### 29. Compensation

- 1.1. We are covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the FSCS if we cannot meet our obligations. Full details and further information on the scheme are available at [www.fscs.org.uk](http://www.fscs.org.uk).



01245 262323  
[www.bluefingroup.co.uk](http://www.bluefingroup.co.uk)

Kingfisher House  
12 Hoffmanns Way  
Chelmsford  
Essex  
CM1 1GU

# Bluefin

## Commercial Combined Statement of Fact

**Branch Office:**

Kingfisher House, 12 Hoffmanns Way, Chelmsford, Essex CM1 1GU

**Name & Address of Agent:**

Bluefin Chelmsford, Kingfisher House, 12 Hoffmanns Way, Chelmsford, CM1 1GU

**Name & Address of The Policyholder:**

The officers, committee and members for the time being of The Federation of Astronomical Societies, 147 Queen Street, Swinton, Mexborough, S64 8NG

<b>Produced on:</b>	18/03/2016
<b>Effective Date:</b>	01/04/2016
<b>Expiry Date:</b>	31/03/2017
<b>Annual Premium:</b>	£5,175.88
<b>Insurance Premium Tax:</b>	£491.71
<b>Underwriting Fee:</b>	£25.00
<b>Total Premium Due:</b>	£5,692.59
<b>Reason for issue</b>	Renewal 2016
<b>Policy Number:</b>	RKK910440/25847546

Please note that this Statement of Fact forms the basis of the legal contract between **You** and **Us** . It is therefore essential that all the information is accurate and true to the best of **Your** knowledge and belief. This Statement of Fact should be read in conjunction with the Policy Wording.

**Please make sure You read the Statements contained in the Statement of Fact. It may contain assumed facts. Please contact Your insurance adviser immediately if any of the Statements are incorrect.**

All material facts must be disclosed. A material fact is one which is likely to influence an insurer in the acceptance and assessment of this application. If **You** are in any doubt as to whether a fact is material then it should be disclosed to **Us** . If any changes in circumstances arise during the period of insurance cover please provide **Us** with details.

**You** are not required to sign this Statement of Fact but **You** should read it carefully and verify that all the information contained within it and the Policy Schedule is correct. Any incorrect information must be notified to **Your** insurance adviser immediately.

**Failure to comply with any of these points may invalidate some or all of Your cover.**

Individual words within the statements on this Statement of Fact start with a capital letter, are *italicised* and in **bold** type which means they have specific meaning in the Policy Wording a copy of which is either included or available on request.

## Business Information

**The Business :** Astronomical Societies for the purpose of members meetings, public events for educational purposes, seminar and exhibitions

## Claims History

Other than as declared below, **You** have not suffered any loss/damage or incurred liability (whether insured or not) in the last 5 years as a result of the risk(s) for which cover is now required, or know of any incident which is likely to give rise to a loss that has not already been declared to **Us** .

No claims or incidents declared

## Statement of Facts

It is a statement of fact that:

### Director/Partner/Company History

1. Neither **You** nor any director or partner of the Trade or Business or its Subsidiary Companies proposed either personally or in any business capacity has ever:
  - a) been convicted of or charged (but not yet tried) with or officially cautioned for a breach of any Health and Safety or Welfare or Environmental Protection legislation or been served with a prohibition or improvement order under health and safety legislation
  - b) been convicted of (but not yet tried), with any criminal offences involving dishonesty, arson, theft, or causing wilful damage
  - c) been declared bankrupt or insolvent or been the subject of bankruptcy proceedings or insolvency proceedings in the UK, Channel Islands, Isle of Man or the equivalent in any other country.
  - d) been the owner or director of, or partner in, any business, company or partnership which went into administration, administrative receivership or liquidation, and/or was the subject of any company and/or individual voluntary arrangement with creditors, a winding up order or an administrative order
  - e) been the subject of a County Court Judgement (or Scottish, Northern Ireland, Channel Islands, Isle of Man or EU equivalent)
  - f) been disqualified from being a company director either personally or in any business capacity or been the subject of a recovery action by HM Revenue & Customs or their predecessors
  
2. Neither **You** nor any director or partner of the Trade or Business or its Subsidiary Companies has in any business capacity had a proposal for insurance declined, renewal refused or special conditions imposed by any insurer

Exceptions to Director/Partner/Company History

None

### Material Facts

1. No part of **Your** business involves offshore platforms, rigs, service or accommodation vessels or installations
2. No part of **Your** business involves aerospace, aircraft, airports, docks, railways, watercraft, piers, wharves, breakwaters or sea walls
3. No part of **Your** business involves collieries, mines, power stations, chemical, gas, nuclear or oil plants or installations
4. No part of **Your** business involves work away from **The Premises** in or on mainframe computers or rooms containing mainframe computers
5. No part of **Your** business involves any work in or on dams, canals, viaducts, dredging, reservoirs, water diversion or any work underwater
6. No part of **Your** business involves any work in or on towers, steeples, chimney shafts, blast furnaces, bridges, tunnels, motorways, or any work underground
7. No part of **Your** business undertakes work involving piling or the use of explosives
8. No part of **Your** business involves Ministry of Defence contracts

9. No part of **Your** business involves the handling or use of asbestos or silica or materials containing the same
10. No part of **Your** business involves radioactive substances
11. **Your** business has a written health and safety policy in force that is reviewed and communicated to staff annually
12. All inspections of lifting apparatus, boilers and steam pressure vessels are carried out in compliance with statutory requirements
13. All **Buildings** are constructed of brick or stone with slate, tiled, concrete or metal roof with concrete/timber floors and stairwells throughout
14. None of the **Buildings** at **The Premises** are listed
15. No part of the **Buildings** are constructed of sandwich or composite panels, wood panelling or include any other combustible features
16. The electrical system at **The Premises** has been inspected in the last 5 years with all defects remedied and is certified as compliant with the IEE regulations
17. No portable or temporary heating appliances are used in any part of **The Premises** other than offices
18. **The Premises** are in a good state of repair and will be so maintained
19. To **Your** knowledge **The Premises** are free from any history of vandalism
20. **The Premises** are self contained with every occupier having their own entrance and exit
21. Any fire extinguishers that are kept on **The Premises** are subject to an annual maintenance contract
22. No **Premises** that require cover for subsidence, heave and landslip are within 100 metres of either a cliff, quarry, or other excavation
23. No **Premises** are showing any visible signs of existing or previous damage by subsidence, heave or landslip
24. No **Premises** have had remedial work performed following subsidence, heave or landslip
25. **The Premises** are not in a position or area where flooding has occurred
26. No work is undertaken outside the **Territorial Limits**

Exceptions to Material Facts

None

Additional Material Facts

None

## Policy Level - General Endorsements

No endorsements applied

## Sections of Cover

Cover is only provided under this Policy in respect of the Sections shown as Insured below. For details of individual Sections refer to the relevant Schedule Page

<b>Section</b>		<b>Operative</b>
	<b>Asset Protection</b>	
1	Property Damage	Not Insured
2	Business All Risks	Not Insured
3	Money and Assault	Not Insured
4	Goods in Transit	Not Insured
5	Employee Dishonesty	Not Insured
	<b>Revenue Protection</b>	
6	Business interruption	Not Insured
7	Book Debts	Not Insured
	<b>Asset &amp; Revenue Protection</b>	
8	Terrorism	Not Insured
	<b>Legal Liabilities</b>	
9	Employers' Liability	Not Insured
10	Public and Products Liability	Insured
	<b>Employee Benefits</b>	
11	Personal Accident	Not Insured

## Section 10 - Public and Products Liability

*The Limit of Indemnity* £ 5,000,000

### *Excesses*

Each and every claim in respect of **Damage** to Third Party Property: £250

Each and every claim in respect of **Damage** to Third Party Property arising out of the use of heat:  
£1,000

## Section 10 - Public & Products Liability Endorsements, Additional Clauses and Additional Conditions

### ECOM - List of Societies

Aberdeen Astronomical Society  
Abingdon Astronomical Society  
Adur Astronomical Society  
Altrincham And District Astronomical Society  
Ancrum Astronomy Club  
Andover Astronomical Society  
Ashford Astronomical Society  
Association of Falkirk Astronomers  
Astronomical Society of Edinburgh  
Astronomical Society of Glasgow  
Astronomy Centre  
Aylesbury Astronomical Society  
Ayrshire Astronomical Society  
Basingstoke Astronomical Society  
Bassetlaw Astronomical Society  
Batley and Spenborough Astronomical Society  
Beckington Astronomical Society  
Bedford Astronomical Society  
Birmingham Astronomical Society  
Blackburn Leisure Astronomy Society  
Blackpool & District Astronomical Society  
Bolton Astronomical Society  
Bradford Astronomical Society  
Breckland Astronomical Society  
Bridgend Astronomical Society  
Bridgwater Astronomical Society  
Bristol Astronomical Society  
Bromsgrove Astronomical Society  
Bute Astronomical Club  
Caithness Astronomy Group  
Callington Astronomy Group  
Cambridge Astronomical Association  
Carolian Astronomy Society  
Castle Point Astronomy Club  
Chester Astronomical Society  
Chipping Norton Amateur Astronomy Group  
Clacton & District Astronomical Association  
Cleethorpes & District Astronomical Society  
Cleveland and Darlington Astronomical Society  
Clydesdale Astronomical Society  
Cockermouth Astronomical Society  
Cody Astronomical Society  
Cornwall Astronomical Society  
Cotswold Astronomical Society  
Coventry & Warwickshire Astronomical Society  
Cranfield Astronomical Society  
Crawley Astronomical Society  
Crayford Manor House Astronomical Society Dartford

Crewkerne And District Astronomical Society  
Croydon Astronomical Society  
Dalgety Bay Astronomy Club  
DASH (Darsham and Surrounding Hamlets Astronomical Society)  
Derby & District Astronomical Society  
Doncaster Astronomical Society  
Doon Valley Astronomical Society  
Dumfries Astronomy Society  
Durham Astronomical Society  
East Riding Astronomers  
East Lincolnshire Astronomical Club  
East Sussex Astronomical Society  
Eastbourne Astronomical Society  
Eddington Astronomical Society  
Edenbridge And District Astronomers  
Farnham Astronomical Society  
Federation of Astronomical Societies  
Fordingbridge Astronomers  
Foredown Tower Astronomers  
Furness And South Lakeland Astronomical Society  
Galloway Forest Astronomical Society  
Guildford Astronomical Society  
Gwynedd Astronomical Society  
Hampshire Astronomical Group  
Hampstead Garden Suburb Astronomical Society  
Harrogate Astronomical Society  
Havering Astronomical Society  
Heart Of England Astronomical Society  
Hebden Bridge Astronomy Society  
Helensburgh Astronomical Society  
Herefordshire Astronomical Society  
Herschel Astronomical Society  
Hertford Astronomy Group  
Hibaldstow Astronomical Society  
High Legh Community Observatory  
Horsham Astronomy Group  
Huddersfield Astronomical & Philosophical Society  
Hull & East Riding Astronomical Society  
Ilkeston & District Astronomical Society  
Irish Astronomical Association  
Isle Of Man Astronomical Society  
Jersey Astronomy Club  
Keighley Astronomical Society  
Kernow Astronomers  
King's Lynn & District Astronomy Society  
Knowle Astronomical Society  
Lancaster and Morecambe Astronomical Society (LaMAS)  
Leeds Astronomical Society  
Letchworth And District Astronomical Society  
Lewes Astronomers  
Lincoln Astronomical Society  
Liverpool Astronomical Society  
Lowestoft & Great Yarmouth Astronomical Society  
Luton Astronomical Society  
Macclesfield Astronomical Society

Maidenhead Astronomical Society  
Manchester Astronomical Society  
Mansfield And Sutton Astronomical Society  
Matlock and Darley Dale Observing Group  
Melton & District Astronomical Society  
Mexborough & Swinton Astronomical Society  
Mid Kent Astronomical Society  
Mid-Cheshire Astronomical Group  
Midlands Spaceflight Society  
Milton Keynes Astronomical Society  
Monmouth Astronomical Research Society MARS  
Moray's Astronomy Club - SIGMA  
Nene Valley Astronomical Society  
Newbury Astronomical Society  
Newcastle-Upon-Tyne Astronomical Society  
Newtown Astronomical Society  
North Devon Astronomical Society  
North Essex Astronomical Society  
North Lincs Astro Society  
North Norfolk Astronomical Society  
North Staffordshire Astronomical Society  
North Wales Astronomical Society  
Northants Amateur Astronomers  
Northern Ireland Amateur Astronomy Society  
Northumberland Astronomical Society  
Nottingham Astronomical Society  
Orpington Astronomical Society  
Orwell Astronomical Society  
Papworth Astronomy Club  
Peterborough Astronomical Society  
Plymouth Astronomical Society  
Port Talbot Astronomical Society  
Preseli Astronomy Group  
Preston & District Astronomical Society  
Reading Astronomical Society  
Redditch Astronomical Society  
Renfrewshire Astronomical Society  
Roseland Observatory Society  
Rosliston Astronomy Group  
Rugby and District Astronomical Society  
Rutland Astronomical Society  
Runcorn and Widnes Astronomy Group  
Salford Astronomical Society  
Salisbury Astronomical Society  
Sandy Astronomical Society  
Scarborough & Ryedale Astronomical Society  
Sheffield Astronomical Society  
Shetland Astronomical Society  
Shropshire Astronomical Society  
Society For The History Of Astronomy  
Solent Amateur Astronomers  
South Cheshire Astronomical Society  
South Downs Astronomical Society  
South East Kent Astronomical Society  
South Somerset Astronomical Society

South West Hertfordshire Astronomical Society  
Southampton Astronomical Society  
Southport Astronomical Society  
Somerset Levels Stargazers  
St. Neots Astronomy Association  
Stafford & District Astronomical Society  
Stirling Astronomical Society  
Stornoway Astronomical Society  
Stour Astronomical Society  
Stratford-Upon-Avon Astronomical Society  
Sunderland Astronomical Society  
Swansea Astronomical Society  
Swindon Stargazers  
Thanet Astronomy Group  
The Marches Astronomy Group  
The Webb Deep-Sky Society  
Thurrock Astronomical Society  
Tiverton and Mid Devon Astronomy Society  
Torbay Astronomical Society  
Tweeddale Astronomical Society  
Usk Astronomical Society  
Vectis Astronomical Society  
Wadhurst Astronomical Society  
Wakefield And District Astronomical Society (WADAS)  
Walsall Astronomical Society  
Walton Astronomy Group  
Wells and Mendip Astronomers  
Wessex Astronomical Society  
West Didsbury Astronomical Society  
West Kintyre Stargazers Ltd  
West Of London Astronomical Society  
West Yorkshire Astronomical Society  
Weymouth Astronomy Club  
Whitby & District Astronomical Society  
White Peak Astro. Obs. Group  
William Herschel Society  
Wiltshire Astronomical Society  
Wolverhampton Astronomical Society  
Worcester Astronomical Society  
Worthing Astronomical Society  
Wycombe Astronomical Society  
York Astronomical Society

## **ECOM - Member to Member Liability**

**We** will indemnify, as if they were **The Policyholder**, any member or official of the club, whilst taking part in insured club activities provided that

- (1) they are not entitled to indemnity under any other policy
- (2) they are subject to all of the terms of this section of the policy
- (3) the maximum amount **We** will pay will not exceed **The Limit of Indemnity** regardless of the number of parties claiming to be indemnified.



This Insurance is underwritten by Royal & Sun Alliance Insurance plc. Royal & Sun Alliance Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



# CLUBS

Policy





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**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE INSURED'S REQUIREMENTS. IF IT DOES NOT MEET THE INSURED'S REQUIREMENTS THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.**

**ANY FACTS WHICH THE INSURER HAS TO TAKE INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE, AND ANY SUBSEQUENT CHANGES TO THOSE FACTS, NEED TO BE DECLARED. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF THERE ARE ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT, THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.**

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Royal & Sun Alliance Insurance plc (herein called the Company) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) the Statement of Fact and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

Any information supplied by the Insured shall be incorporated in the contract

The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

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## **General Conditions**

- 1** This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular
- 2** Failure to observe the terms of this Policy relating to anything to be done or complied with by the Insured except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees may result in a claim not being paid or payment reduced
- 3** The Insured at his own expense shall
  - (A) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition
  - (B) exercise care in the selection and supervision of employees
  - (C) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- 4** This Policy shall be voidable by the Company if and when
  - A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
  - B) the Insured ceases to have an interest that is insurable For example for insurance for Premises (an example might be that the Premises have been sold to a third party) However this right to void the Policy does not apply in the event of the death of the Insured or
  - C) there are any significant alterations to  
the Business or  
the Premises or  
property within the Premises or  
the occupation of any Insured Person or  
any other circumstances where the subject of the insurance such as the Premises changes and becomes a higher risk to insure at any time after the commencement of the Policy

Unless such alteration is notified to the Company and we confirm that we are happy to accept the change

- 5** A person or company who was not party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act
- 6** If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record
- 7** **Cancellation when the premium is paid annually**

This Policy may be cancelled by  
the Insured giving written instruction to the Company  
or  
the Company sending 30 days written notice to the last known address of the Insured  
Cancellation will be effective from  
the receipt of valid instruction from the Insured provided that where a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover cancellation will only be effective from the date of receipt of the Certificate(s) of Insurance by the Company

or

the expiry of the 30 days written notice sent by the Company

The Insured will be entitled to a proportionate return of premium in respect of the unexpired portion of the current Period of Insurance provided that no claim has been made in that Period nor any incident occurred that might give rise to a claim

## **8 Cancellation when the premium is paid monthly**

The Insured may cancel this Policy by giving written instruction to the Company and cancellation will be effective from the date of receipt of valid instructions provided that where a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover cancellation will only be effective from the date of receipt of the Certificate(s) of Insurance by the Company

The Insured will be responsible for cancellation of the relevant Direct Debit Mandate

Should the Insured cancel or fail to comply with the credit agreement relating to this Policy and fail to pay as soon as reasonably practical to the Company the full amount of premium or fail to take the action specified in a default notice issued by the Company before the date shown therein the insurance by this Policy is thereupon cancelled

The Company may cancel this Policy by sending 14 days written notice to the last known address of the Insured who will return to the Company any Certificate(s) of Insurance issued as a statutory requirement

## **9** The Company reserves the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement

## **10** All the Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Company's liability stated in this Policy will apply as maximum limits to the Company's liability irrespective of the number of persons entitled to indemnity under this Policy

For the purpose of the Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Company's liability the Insured and all other persons entitled to indemnity under this Policy shall be treated as one party and the Insured and all other persons entitled to indemnity as the other party

## **11** Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or, if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

## **12 Data Protection**

All personal information supplied by you will be treated in confidence by the RSA Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the RSA Group of companies or our agents or subcontractors.

The RSA Group of companies may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

### **How to contact the Data Protection Liaison Officer**

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer  
Customer Relations Office  
Royal & Sun Alliance Insurance plc  
Bowling Mill  
Dean Clough Industrial Estate  
Halifax

### **Claims Conditions**

- 1** If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited
  
- 2** On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall
  - (A) notify the Company in writing forthwith
  - (B) give immediate notice to the Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy
  - (C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
  - (D) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
  - (E) within 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow at his own expense deliver to the Company
    - (1) full information in writing of the claim
    - (2) details of any other insurance relating to the claim
    - (3) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such their report being verified evidence of such information and details
    - (4) if reasonably demanded a statutory declaration of the truth of the claim and of any matter connected with it
  
- 3** No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with

- 4 If the Company elects or becomes bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon
- 5 (A) On the happening of any loss destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy enter take or keep possession of the building or premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner This condition shall be evidence of the leave and licence of the Insured to the Company so to do If the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above - mentioned acts then all benefit under this Policy shall be forfeited The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not
- (B) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Insured shall give all such assistance as the Company may reasonably require

- 6 If the Company or our third party service provider ask the Insured must at any time
- A) take or  
B) allow the Company or our third party service provider to take in the Insured's name

all the steps needed to enforce the Insured's rights against any other person including the defence or settlement of any claim or the pursuit of a claim in any person's name

We will pay any reasonable costs and expenses involved

- 7 **Contribution - applicable to Property Damage and Business Interruption Insurance**  
If at the time of any claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged the Company's liability under this Policy shall be limited to its rateable proportion of such claim

**In respect of Property Damage Insurance only**

If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner

If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property

**8 Not applicable to Liability Personal Accident Personal Injury (Robbery) and Legal Expenses Insurance**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be required prior to any right of action against the Company This procedure does not prejudice any right of the Insured Person to have recourse to any other complaints procedure to which the Company subscribes or to the courts

**9 Applicable only to Glass Breakage Damage to Neon and Illuminated Signs Electric Light Fittings and Sanitary Earthenware Insurance**

Notwithstanding Claims Condition 2 (A) of this Policy in the event of any breakage loss or damage the Insured shall give telephone notice to the Company as soon as reasonably practical If such breakage relates to stained glass the Company shall only be liable for the cost of repairing the broken glass by stained glass artists of recognised repute and standing and shall not pay any loss arising from alleged inferior artistic merit

**10 Applicable only to Liability Insurance**

Every letter claim writ summons and process in connection with the event shall be forwarded to the Company as soon as reasonably practical on receipt The Insured shall also give the Company written or telephone notice as soon as reasonably practical after the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Policy

**11 Applicable only to Personal Accident and Personal Injury (Robbery) Insurance**

All certificates information and evidence reasonably required by the Company shall be furnished free of expense to and in the form prescribed by the Company The Insured Person shall as often as reasonably required submit to medical examination on behalf of and at the Company's expense in connection with any claim The Insured's or the Insured's personal representative's receipt shall discharge the Company The Insured Person or the Insured Person's personal representative shall have no right to claim from or sue the Company If the Insured comprises more than one party having an interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this insurance

**THESE SERVICES HAVE BEEN ARRANGED TO PROVIDE ASSISTANCE IN EMERGENCIES AND WHEN PREMISES BECOME UNOCCUPIED LEGAL ADVICE AND GLASS REPLACEMENT WHICH MAY RESULT IN THE INSURED INCURRING COSTS AND EXPENSES WHICH ARE NOT RECOVERABLE UNDER THIS OR ANY OTHER POLICY OF INSURANCE**

## **Commercial Customer Care Service**

Customer Care Service shall provide the Insured with the following 24 hour assistance service

The Insured can request arrangements to be made for a contractor to carry out emergency repair work at the Business Premises

The Insured can request arrangements to be made for a contractor to provide a specialist service for unoccupied premises

The Insured can seek legal advice on any commercial problem related to the Business

## **Glass Replacement Service**

Our Glass Replacement Service shall provide the Insured with the following 24 hour assistance service

The Insured can contact our Claims Helpline for glass replacement at the Business Premises

### **Provisions**

- 1)** The Company cannot accept responsibility for the unavailability or standard of the services nor for any consequences resulting from the use of the service
- 2)** The Insured is responsible for the payment of any charges fees or costs resulting from the use of these services although if a claim is subsequently made under this Policy some of the charges fees or costs may be recoverable
- 3)** The Commercial Customer Care and Glass Replacement Service telephone numbers are detailed on the Policy Information Booklet provided with this Policy although the services are only available during any Period of Insurance for which the Insured has paid or agreed to pay the premium

# Property Damage Insurance

## THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

If any of the Property Insured other than Own Computer Equipment described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Insured the amount of loss or at its option reinstate or replace such property

In respect of Own Computer Equipment as described in the Schedule if such Property suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Insured

- 1) in respect of Reinstatement of Data the amount of loss or at its option reinstate or replace such property up to the limit shown in the Schedule
- 2) in respect of Additional Cost of Working the amount of loss resulting from the interruption or interference with the Insured's Business at the Premises caused by the Damage up to the limit shown in the Schedule

provided that payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the property

or

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

The Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated limit of liability

For the purpose of this insurance Damage shall mean loss destruction or damage

## Covers

The following are the Covers insured except as otherwise stated in the Schedule

- 1 A **Fire** excluding Damage
    - 1) by explosion resulting from fire
    - 2) to property caused by its undergoing any process involving the application of heat
  - B **Explosion** excluding Damage
    - 1) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only
    - 2) to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage caused by explosion of
      - any boiler
      - gasused for domestic purposes only
  - C **Lightning**
  - D **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire

- 3 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
- 1) arising from confiscation requisition or destruction by order of the government or any public authority
  - 2) arising from cessation of work
  - 3) A) in the course of theft or attempted theft  
B) in respect of any building which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation
- 4 Storm or flood** excluding Damage
- 1) attributable solely to change in the water table level
  - 2) caused by frost subsidence ground heave or landslip
  - 3) to fences gates and moveable property in the open
- 5 Escape of water from any tank apparatus or pipe** excluding Damage
- 1) by water discharged or leaking from an automatic sprinkler installation
  - 2) in respect of any building which is empty or not in use
- 6 Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal
- 7 Accidental escape of water from any automatic sprinkler installation** excluding Damage
- 1) by freezing in any building which is empty or not in use
  - 2) by heat caused by fire
- 8 Theft** (which shall be deemed to include attempted theft) excluding Damage
- 1) which does not involve
    - entry to or exit from that part of the building occupied by the Insured for the purpose of the Business by forcible and violent means
    - or
    - actual or threatened assault or violence or use of force at the Premises against the Insured or any employee of the Insured or any other person lawfully on the Premises
  - 2) from any part of the building not occupied by the Insured for the purpose of the Business
  - 3) from the open ( but not items of garden furniture in the open at the premises) or from any outbuilding
  - 4) to property in transit
  - 5) to Money and securities of any description
- 9 Subsidence ground heave or landslip** excluding Damage
- 1) arising from the settlement or movement of made-up ground or by coastal or river erosion
  - 2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
  - 3) arising from normal settlement or bedding down of new structures
  - 4) commencing prior to the granting of cover under this insurance
- 10 Any other accident** excluding Damage
- 1) by any of
    - A) the Covers
    - B) the causes expressly excluded from the Covers specified in the paragraphs 1-9 or 11-18 (whether or not insured)
  - 2) to any property caused by
    - A) its own faulty or defective design or materials
    - B) inherent vice latent defect gradual deterioration wear and tear
    - C) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded

- 3) caused by
  - A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
  - B) change in temperature colour flavour texture or finish
  - C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
 but this shall not exclude
  - 1) such Damage which itself results from other Damage and is not otherwise excluded
  - 2) subsequent Damage which itself results from a cause not otherwise excluded
- 4) caused by
  - A) pollution or contamination
  - B) acts of fraud or dishonesty
  - C) disappearance unexplained or inventory shortage misfiling or misplacing of information
- 5) to
  - A) a building or structure caused by its own collapse or cracking
  - B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
  - C) to property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- 6) to
  - A) property in transit
  - B) money and securities of any description
  - C) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  - D) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - E) property recoverable under any guarantee or Maintenance Agreement in force at the happening of the Damage

- 11** A **Accidental breakage of fixed Glass** by fracture extending through its entire thickness
- B Damage to neon and illuminated signs and electric light fittings
  - C Accidental breakage of sanitary earthenware
  - D Damage by impact or falling glass to
    - 1) the framework and fittings of the ground floor frontage
    - 2) goods on display in windows

excluding

- 1) breakage or Damage
  - A) consequent upon alterations to the framework or position of any of the Glass or to neon and illuminated signs and electric light fittings or to sanitary earthenware
  - B) consequent upon settlement or expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion of the buildings
  - C) whilst the Premises are empty or disused unless specifically agreed
  - D) existing prior to the commencement of this insurance and not subsequently replaced
  - E) in respect of neon and illuminated signs and electric light fittings
    - 1) occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempt thereat
    - 2) of bulbs or tubes unless consequent upon Damage to signs or fittings
  - F) of
    - 1) Glass which is bent tinted stained and fired or incorporated in multiple glazed units

- 2) lettering or decoration or protective film or alarm foil on Glass unless to comply with the quality recommended in the British Standard Code of Practice BS 6262
- 2) any consequence of fire or explosion unless more specifically insured under Cover 1

**12 Damage to Office Machines** if insured excluding

- 1) Damage by any of the Covers (or the causes expressly excluded from such Covers) specified in paragraphs 1-9 or 11-18 (whether or not insured)
- 2) Damage caused by
  - A) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
  - B) alterations maintenance repairs or any process of cleaning or restoring
  - C) delay confiscation or detention by order of any Government or Public Authority
  - D) counterfeit substitute or foreign coins
  - E) mechanical or electrical breakdown or derangement
- 3) breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of Damage to such property
- 4) the contents of machines unless such contents are shown in the Schedule
- 5) depreciation contamination or any loss any loss or damage not directly cover by the terms of this Policy
- 6) Damage consequent upon any person obtaining any property by deception

**13 Mechanical or Electrical Breakdown or derangement** in respect of Own Computer Equipment excluding Damage

- A) by any of
  - 1) the Covers
  - 2) the causes expressly excluded from the Covers specified in paragraphs 1-12 or 14-18 (whether or not insured)
- B) to any property caused by or consisting of wear and tear or deterioration due to atmospheric conditions rust or corrosion faulty or defective workmanship operational error or omission on the part of the Insured or their employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
- C) to property in the open
- D) which would be covered by any guarantee or Maintenance Agreement whether or not in force at the happening of the Damage
- E) to property resulting from
  - its undergoing any process of production packing treatment testing commissioning servicing or repair
  - pollution or contamination
  - acts of fraud or dishonesty
  - the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications servicesbut this shall not exclude
  - such Damage or subsequent Damage which itself results from other Damage and is not otherwise excluded

**14 Oil** escaping from a fixed heating installation or apparatus connected therewith excluding the cost of replacing the oil

**15 Falling trees** or parts thereof excluding Damage caused by felling or lopping by or on behalf of the Insured

**16 Leakage of beer or mineral water** from storage containers or apparatus connected therewith excluding

- A) the cost of replacing the beer and mineral waters
- B) leakage of bottled stock

**17 Damage to Buildings** caused by falling television or radio receiving aerials fittings and masts

**18 Accidental Damage** for which the Insured is responsible to the underground water gas sewer and drain pipes or electricity cable extending from the Buildings to the public mains

### **Insured's Contribution**

This insurance does not cover the Insured's Contribution (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the Insured at each separate premises as ascertained after the application of all other terms and conditions of the insurance including the Underinsurance Provision

A	Cover 9 (Subsidence) if insured	£1,000
B	All other Covers	£ 250

## **Exclusions**

This insurance does not cover

### **A Marine Policies**

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

### **B Sonic Bangs**

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

### **C War and allied Risks**

Damage occasioned by

- 1) riot or civil commotion except to the extent that it is specifically insured
- 2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

### **D Pollution and Contamination**

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by

- 1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
- 2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

### **E Radioactive Contamination**

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

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

### **F Satellite Telecommunications**

Additional Cost of Working arising from

- failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite

## G **Computer Systems Records**

Computer Systems Records unless at the time of the Damage a back-up copy is maintained either at a location other than the Premises or alternatively a back-up copy is kept in a fireproof safe or cabinet on the Premises

## H **Maintenance Agreement**

Additional Cost of Working incurred during the first 48 hours following Damage as provided by Cover 13 unless a Maintenance Agreement is in force at the time of the Damage

## I **Trophies**

Damage to any Property Insured arising from theft or conversion or willful failure to return such property by the holder

It is a condition of this insurance that the insured maintains an accurate record of the persons holding or responsible for each item of Property Insured Failure to comply with this condition may result in a claim for loss of or damage to trophies not being paid or payment reduced

## **Definitions of Property**

### **Property Insured**

- Buildings
- General Contents
- Stock
- Other property or interests



at the Premises including within the open yards forming part of the Premises (subject to any specific exclusions)

all as defined below or more fully described in the Schedule and all being the property of the Insured or for which they are legally responsible but excluding

- property which is more specifically insured
- unless specifically notified to and accepted by the Company as insured
  - A) land roads pavements piers jetties bridges culverts or excavations
  - B) livestock growing crops or trees

### **Buildings**

- buildings (being built mainly of brick stone concrete or other non-combustible materials unless otherwise stated in the Schedule or Statement of Fact)
- landlord's fixtures and fittings in and on the buildings
- small outside buildings extensions annexes gangways
- walls gates and fences
- services which shall mean
  - telephone gas and water mains electrical instruments meters piping cabling and the like and the accessories thereon extending from the buildings to the perimeter of the premises or to the public mains (including those underground)

### **Tenant's Improvements**

- all tenant's improvements alterations additions and decorations belonging to the Insured or for which they are responsible

### **General Contents** (excluding Own Computer Equipment)

- machinery plant fixtures fittings and other trade equipment
- all Office Machines and other contents
- patterns models moulds plans and designs
- documents manuscripts and business books for an amount not exceeding £25,000 in respect of any one loss
- in so far they are not otherwise insured
  - directors' partners' and employees' personal effects including clothing pedal cycles tools instruments and the like for an amount not exceeding £500 per person

- but any cover granted under this insurance for Damage by Theft shall not apply to  
personal effects partly or wholly of precious metal jewellery watches furs contact lenses  
portable electronic entertainment equipment cameras Money and securities of any description
- Money and securities of any description but for not more than £1,000 in total and subject to any specific exclusions in this insurance
  - wines spirits cigarettes and tobacco held for entertainment purposes but for not more than £500 in total in respect of Damage by Theft (if insured)
  - to the extent that they are not otherwise insured motor vehicles motor chassis and their contents
  - closed circuit television and alarm system equipment
  - Glass Sanitary Earthenware neon and illuminated signs and electric light fittings

### **Money**

- cash bank notes currency notes cheques bankers' drafts postal orders money orders current postage stamps and revenue stamps National Insurance stamps National Savings stamps and certificates holiday savings stamps luncheon vouchers credit company sales vouchers VAT purchase invoices Premium Bonds bills of exchange giro cheques and drafts gift tokens trading stamps unused units in franking machines consumer redemption vouchers and credit cards

### **Stock**

- stock and materials in trade work in progress and finished goods (including telephone cards lottery tickets scratch cards and postage stamps intended for sale)

### **Designation of Property**

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the Insured's books

### **Glass**

Normal flat annealed glass including toughened and laminated glass unless otherwise shown in the Schedule

### **Office Machines**

Typewriters duplicators photocopying machines calculators accounting machines telephone installations public address systems dictating equipment postal and franking machines and similar office machinery belonging to the Insured or for which the Insured is responsible

### **Own Computer Equipment**

- Computer Equipment
- Ancillary Equipment
- Computer Systems Records
- programs and information stored upon fixed disks

as defined below and all being the property of the Insured or for which they are responsible but excluding property which is more specifically insured

### **Computer Equipment**

All Computer Equipment (including interconnecting wiring fixed disks and telecommunications equipment) used for the storage and communications of electronically processed data but excluding Computer Equipment used solely or in part for the control or monitoring of any manufacturing repair handling alteration or treatment process or plant machinery vehicles airborne or waterborne craft of any kind

### **Ancillary Equipment**

Ancillary Equipment solely for use with the Computer Equipment comprising air conditioning equipment generating equipment UPS voltage regulating equipment temperature and humidity recording equipment electronic access equipment heat smoke and water detection equipment lightning and transient overvoltage protection devices lockdown security devices gas flooding cylinders and pipework and computer room partitioning

### **Computer Systems Records**

All current and back-up Computer Records (excluding Fixed Disks and paper records of any description) incorporating stored programs and information thereon

### **Sanitary Earthenware**

Sanitary ware of every description

### **Maintenance Agreement**

A maintenance rental hire or lease agreement which provides a minimum service of on-call remedial or corrective maintenance at inclusive cost

## **The Insurance Provided**

The Company will pay

**In respect of Buildings and General Contents** (other than motor vehicles directors' partners' and employees' personal effects)

A i) **the cost of reinstatement** being

- where the property is destroyed the cost of rebuilding or in the case of General Contents the cost of its replacement by similar property
- where the property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new

### **In respect of Own Computer Equipment**

A ii) **the cost of reinstatement** being

- where the property is destroyed or damaged beyond economic repair replacement by new property of equal performance and capacity or if such be impossible replacement by property having the nearest higher performance and capacity to the property lost destroyed or damaged
- where the property is damaged the cost of repairing or restoring the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new

A iii) **the cost incurred by the Insured in taking reasonable but exceptional measures to avoid or mitigate Damage** provided that

- the impending Damage does not stem from any reasonably foreseeable cause and that Damage would be the natural outcome to be expected in the absence of such measures
- the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken

A iv) **the cost necessarily and reasonably incurred in the making of temporary repairs** upon or the expediting of the repair reinstatement or replacement of property consequent upon the Damage provided that the liability of the Company shall not exceed £5,000

B **the cost of complying with Public Authorities' requirements** being such additional cost of reinstatement of the property as may be incurred with the Company's consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon the Insured following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow

- C **the cost of removing debris** being  
the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
- 1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
  - 2) arising from pollution or contamination of property not insured by this Policy provided that the liability of the Company shall not exceed £5000 in respect of Own Computer Equipment
- D **the cost of professional fees** being  
those necessarily incurred in the reinstatement of the property but not for preparing any claims
- E **reinstatement of Data** being  
the costs necessarily and reasonably incurred by the Insured in the reinstatement of programs and information onto fixed disks

The undernoted provisions apply

1 **Public Authorities' requirements**

The Company shall not be liable in respect of cost B above for

- requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance)
- any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to

2 **Partial Damage**

Where Damage occurs to only part of the property the Company's liability shall not exceed the amount which the Company would have been liable to pay had the property been wholly destroyed

3 **Reinstatement on Another Site**

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Insured provided that it does not increase the Company's liability

4 **Insurable Amount**

For the purpose of the Underinsurance Provision the Insurable Amount shall be the Day One Reinstatement Value

Day One Reinstatement Value shall mean

the total of the insured costs A B C and D in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the period of insurance

5 **Alternative Basis of Settlement (except Own Computer Equipment)**

The Company's liability shall be limited to the Alternative Basis of Settlement (as defined below)

- A) until the cost of reinstatement has actually been incurred
  - B) if the work of reinstatement is not carried out as quickly as is reasonably practicable
  - C) if at the time of its Damage the property is covered by any other insurance effected by or on behalf of the Insured and such other insurance is not on the identical basis of reinstatement defined in cost A i)
  - D) if in the Schedule it is stated that the Alternative Basis of Settlement applies
- Under the Alternative Basis of Settlement the Company will pay the value of the property at the time of its destruction or the amount of the damage including the cost of
- complying with Public Authorities' requirements

- removing debris
- professional fees

as defined in costs B C and D above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the Damage of the Property Insured by the item and the additional costs B C and D

## 6 **Alternative Basis of Settlement for Own Computer Equipment**

Under the Alternative Basis of Settlement the Company will pay the value of the property at the time of its destruction or the amount of the damage including the cost of

- minimising Damage and temporary repairs
- removing debris
- professional fees

as defined in costs A ii) A iii) A iv) C D & E above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the Damage of the Property Insured by the item and the additional costs C D & E

## **In respect of Computer Systems Records documents manuscripts and business books**

The Company will pay

- the value of the materials as stationery
- the clerical labour and computer time expended in reproducing such Computer Systems Records documents manuscripts and business books
- the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to the Insured of the information

- the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
  - 1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
  - 2) arising from pollution or contamination of property not insured by this Policy

The undernoted provision applies

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage

## **In respect of Additional Cost of Working**

Subject to the provision below the Company will pay as indemnity the expenditure necessarily and reasonably incurred in order to minimise any interruption of or interference with the Business during the Indemnity Period in consequence of the Damage

The following is the provision referred to above

Professional Accountants' charges

The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts

## **In respect of Stock and other insured property not specifically provided for**

The Company will pay

- A) the value of the property at the time of its destruction or the amount of the damage
- B) the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
  - 1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
  - 2) arising from pollution or contamination of property not insured by this Policy

The undernoted provisions apply

### **1 Seasonal Increase**

The sum insured in respect of Stock shall be increased by 25% for the months of November and December and for 31 days immediately preceding Easter Day or those months noted in the Policy Schedule

This provision shall not apply to the Stock in Transit Extension

### **2 Contract Price**

In respect only of goods sold but not delivered for which the Insured is responsible and with regard to which under the conditions of the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage the Company's liability shall be based on the contract price

### **3 Insurable Amount**

For the purpose of the Underinsurance Provision the Insurable Amount shall be the contract price of those goods to which provision 2 applies and the value at the time of Damage of all other property

**In respect of Rent** of Buildings which suffer Damage the Company will pay

- A) if the loss relates to rent receivable by the Insured
    - the actual reduction in rent received solely in consequence of the Damage
  - B) if the loss relates to rent payable by the Insured
    - the amount of rent which continues to be payable by the Insured in respect of the Buildings or portions of the Buildings whilst unfit for occupation in consequence of the Damage
- but the Company's liability shall be limited to the loss suffered within the period of rent insured as specified in the Schedule which commences from the date of the Damage

The undernoted provision applies

### **Insurable Amount**

For the purpose of the Underinsurance Provision the Insurable Amount shall be the annual rent receivable (or in the case of B) above the annual rent payable) at the commencement of the period of insurance such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months

## **Special Provisions**

### **Underinsurance**

If at the time of the Damage

- the Declared Value by the relative item on Buildings or General Contents or Own Computer Equipment or
  - the sum insured by the relative item on other property or interests
- is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced

Declared Value shall mean

the base value shown on the Schedule in brackets below the sum insured such value excluding any provision for inflation but if the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the sum insured

### **Reinstatement by the Company**

The Company may at its own option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner The Insured shall at their own expense produce and provide the Company with all such plans documents books and information as the Company may reasonably require

### **Extinguishment Expenses**

The Company will pay the reasonable costs incurred by the Insured in refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured Damage to the Property Insured

### **Glass Cover Extension**

Any cover granted under this insurance in respect of Damage to fixed glass includes the reasonable cost of

- A) any necessary boarding up or temporary glazing pending replacement of broken glass
- B) removing and refixing window fittings and other obstacles to replacement

### **Theft Cover Extension**

Any cover granted under this insurance in respect of Theft includes

- A) the cost of repairing Damage to the Buildings (whether or not the Buildings are insured hereunder) if the Insured is responsible for the repairs and the Damage is not otherwise insured
- B) the reasonable expenses (not exceeding £1000) incurred in necessarily replacing locks to the Buildings or safes or strongrooms therein consequent upon the Theft (as insured) of keys from such building or from the residence of any of the authorised keyholding directors partners or employees of the Insured

### **Theft Cover Extension (CCTV and Alarm System Equipment)**

Any cover granted under this insurance in respect of Theft includes Damage (not exceeding £2500) to any closed circuit television and alarm system equipment externally fixed to the Premises the property of the Insured or for which they are responsible Exclusions 1 and 3 to Cover 8 - Theft do not apply

### **Trace and Access and Repair or Replacement Extension**

In the event of Damage resulting from escape of water or oil as covered by this Policy the Company will pay

- A) the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good
- B) the cost of repairing or replacing tanks apparatus pipes or appliances which have been damaged by freezing

### **Loss of Metered Water**

The Company will pay the additional metered water charges incurred by the Insured as a result of Damage caused by any of the Covers insured under Property Damage Insurance except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the Damage

The amount payable as indemnity shall be ascertained by comparing the charge made by the water suppliers on their account for the period during which the loss occurred with the normal charge adjusted for any relevant factors affecting the Insured's liability for metered water charges during such period subject to the Company's liability under this extension not exceeding £2500 any one loss

### **Unauthorised Use of Electricity Gas or Water Extension**

The Company will pay the cost of metered electricity gas or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the Premises without the Insured's authority subject to the Company's liability not exceeding £25,000 any one claim

It is a condition of this Special Provision that such Premises have been inspected weekly by the a responsible person on behalf of the Insured and that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered Failure to comply with these conditions may result in a claim under this extension not being paid or payment reduced

## Stock in Transit Extension

In the event of Damage by any cause to Stock while

- 1 being loaded upon carried by or unloaded from any vehicle owned or operated by the Insured anywhere in Great Britain Northern Ireland and the Republic of Ireland the Channel Islands or the Isle of Man
- 2 at exhibitions which do not exceed 7 days duration

the Company will by payment or at its option by repair reinstatement or replacement indemnify the insured in respect of such Damage provided that the liability of the Company in respect of any claim arising out of any one event shall not exceed the limit per vehicle (except as provided for in A B and C below) and in respect of property at exhibition premises shall not exceed £5000 in any one Period of Insurance

Limit per vehicle £10,000 or any limit otherwise stated in the Schedule

In addition the Company will indemnify the Insured in respect of

- A) additional costs reasonably incurred in
- 1) transshipping Stock to another vehicle delivering it to the original destination or returning it to the place of despatch following Damage to the Stock or an accident to the conveying vehicle
  - 2) removal of debris following Damage to the Stock or an accident to the conveying vehicle
  - 3) reloading on to any vehicle any Stock if it falls from such vehicle

Limit of Liability in respect of all claims arising out on any one event      £2,500

- B) Damage to sheets ropes packing materials dunnage securing chains and toggles owned by the Insured or in the charge or control of the Insured while carried on any such vehicle

Limit of Liability in respect of all claims arising out of any one event      £2,500

- C) Damage to the personal effects belonging to the driver or attendant while carried by any such vehicle in the course of the employment of the driver or attendant with the Insured

Limit of Liability in respect of all claims arising out of any one event for any one person      £2,500

## Exclusions

The Company shall not be liable in respect of

- 1 Loss of market delay or any losses which are not directly covered by the terms and conditions of the Policy
- 2 Loss resulting from dishonesty or insolvency of persons to whom goods are entrusted

- 3** Damage to glass china marble earthenware scientific instruments furniture antiques curios sculptures work of art pictures prints drawings engravings and goods of a brittle nature unless caused by fire theft or as a direct result of collision or overturning of the conveying vehicle
- 4** Loss of sheets ropes packing materials dunnage securing chains and toggles as a result of disappearance or shortage if such loss is only revealed when an inventory is made unless such loss is the result of an incident recorded by the Insured
- 5** Stock warehoused at a rental or under contract for storage and distribution
- 6** Money and securities
- 7** Jewellery watches furs cameras radios televisions record players cassette players and video equipment belonging to vehicle drivers or attendants
- 8** Stock carried by or dispatched by the Insured for hire or reward
- 9** Damage to Stock arising as a result of packing which was inadequate to withstand normal handling during transit
- 10** Damage to Stock
  - A) due to insufficient labelling or incorrect addressing
  - B) in any vehicle which is being used outside the normal course of the Business for social domestic or pleasure purposes
  - C) in open vehicles owned or operated by the Insured caused
    - 1) by atmospheric or climatic conditions unless the Stock is protected by vehicle sheets
    - 2) by theft unless the vehicle is individually attended
  - D) left in any vehicle for the night except where such vehicle is left closed and locked and either
    - 1) garaged in a building which is securely closed and locked or
    - 2) left in a compound secured by locked gates
- 11** Damage to Stock as a result of theft from any vehicle not individually attended except where
  - A) all doors windows and other openings are left closed securely locked and properly fastened and
  - B) entry or access to the vehicle has been effected by forcible and violent means
- 12** The first £100 of each and every loss

## **Deterioration of Stock Extension**

In the event of Damage by deterioration or putrefaction of Stock in the Cold Chamber of any refrigerating machine at the Premises

- A) due to the rise or fall in temperature resulting from any cause not hereunder excluded or
- B) due to the action of refrigerant fumes which have escaped from the machine

during any Period of Insurance at the commencement of which such machine does not exceed the age of fifteen years the Company will pay to the Insured the amount of such Damage but not exceeding £2,000 in any one machine or any limit otherwise stated in the Schedule

## **Exclusions**

The Company shall not be liable in respect of

- 1** Deterioration or putrefaction resulting from Damage at the Premises by fire lightning explosion flood earthquake aircraft or other aerial devices or articles dropped therefrom or by leakage from a sprinkler installation
- 2** Loss or damage resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply or from the wilful neglect of the Insured
- 3** Loss of goodwill or any other losses which are not directly covered by the terms and conditions of this Policy
- 4** The first £100 of each and every loss

## **Interpretation**

Stock in the Cold Chamber

The Term 'Stock in the Cold Chamber' shall be deemed to include Stock which at the time of the loss or damage giving rise to such deterioration or putrefaction is elsewhere on the Premises but which would in normal course be placed in the said Cold Chamber

## **Property Damage Extensions**

### **Property at other locations**

Subject to all the provisions and exclusions the cover granted by this insurance is extended to apply to the under noted Property Insured whilst removed from the Premises as indicated below

except that

- 1) the insurance applies only so far as the property is not otherwise insured
- 2) this extension applies to Damage to property by theft from a building occupied by the Insured for the purpose of the Business whether or not there has been forcible or violent entry or actual or threatened assault or violence
- 3) this extension applies to Damage to property by theft from any building not permanently occupied by the Insured for the purpose of the Business provided the building is securely locked
- 4) this extension applies to Damage to property in transit
- 5) this extension shall not apply to Damage to property by theft from any vehicle which is away from the site where the Insured is undertaking work between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked building or guarded security park
- 6) any cover granted in respect of Damage by theft shall not apply in respect of theft from any unattended vehicle unless all doors windows or other points of access have been closed and locked security devices have been set and all keys removed or the vehicle is stolen at the same time
- 7) this extension applies only to Damage occurring anywhere in Europe except in respect of Specified Equipment when the extension applies world wide
- 8) the Company's liability for any one loss shall not exceed the limit stated

## **Property and Location**

- A Computer Systems Records documents manuscripts and business books at any location and whilst in transit
- B Specified Equipment at any location and whilst in transit
- C Other property (excluding vehicles licensed for road use) at any location to which the property has been temporarily removed for cleaning renovation repair or other similar reasons and whilst in transit for such purposes

## **Limit of Liability for any one loss**

- The limit stated in the General Contents definition
- The sum insured subject to the Insured's Contribution all as shown in the Schedule
- 15% of the relative sum insured

## **Buildings General Contents and Own Computer Equipment - Alterations and Additions**

If during the Period of Insurance

- alterations or additions are made to any Buildings insured or
- Buildings or General Contents or Own Computer Equipment are acquired or constructed at any Premises covered by this insurance or elsewhere in Great Britain or Northern Ireland and such additional property is not otherwise insured it will be held covered under the relative items of this insurance from the time from which the Insured became responsible for it until the next renewal of the insurance at which date specific insurance shall be effected The sum insured (and declared value) by each item shall be deemed to be increased for that period only by the value of the additional Property Insured under the item but by not more than 10% and subject to the Company's liability not exceeding £500,000 in respect of additional property at any one Premises All the provisions and conditions of this insurance (including the Alteration Condition) apply to this extension except as expressly varied

## **Automatic Reinstatement after a Loss**

In the absence of written notice by the Insured or the Company to the contrary within 30 days of the occurrence of any Damage the Company's liability shall not be reduced by the amount of any loss and the Insured shall pay the appropriate additional premium for such automatic reinstatement of cover provided that in respect of Damage by Theft (if insured) the automatic reinstatement shall apply on the first occasion only in each Period of Insurance

## **Index Linking**

The Company will adjust the sum insured (and the declared value where appropriate) by each item on Buildings General Contents Own Computer Equipment Stock and Specified Equipment in line with suitable indices of costs and the premium for renewal will be based on the adjusted amounts

## **Transfer of Interest**

If at the time of any insured Damage to any building insured the Insured shall have contracted to sell their interest in the building and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Insurance in respect of such Damage if and so far as the property is not otherwise insured by the purchaser or on the purchaser's behalf against such Damage without prejudice to the rights and liabilities of the Insured or the Company under this insurance up to the date of completion

## **Misuse or Contamination of Computer Systems**

Insofar as this insurance covers loss resulting from Computer Misuse the Company's liability in respect of any such loss shall not exceed £100,000 (or the total sum insured or any other stated limit of liability if less) after the application of all the provisions of the insurance including any deductible

Computer Misuse shall mean the deliberate or accidental misuse or contamination of any computer system (including programs and data) from

- A) Any act executed through accessing the system
- B) Any infection of any kind within the system

### **Additional Computer Rental**

The Company will pay the additional rental arising out of the replacement of a lease/hire agreement in respect of the Property Insured by a new contract for similar property consequent upon Damage up to an amount not exceeding £7,500

### **Incompatibility of Computer Records**

The Company will pay

- A) the costs of modifying Own Computer Equipment  
or
- B) the costs of replacement of Computer Systems Records together with reinstatement of programs and information thereon

(whichever is less) to achieve compatibility in the event Damage to Own Computer Equipment has resulted in undamaged Computer Systems Records being incompatible with the replacement Computer Equipment subject to the Company's liability not exceeding £10,000

### **Accidental Discharge of Gas Systems**

The Company will pay the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property Insured arising out of the accidental discharge of such system provided the liability of the Company shall not exceed £5,000 However the Company shall not be responsible for any costs incurred as a direct result of the gas system being installed commissioned or undergoing any form of testing

### **Payments on Account**

(Additional Cost of Working only)

Payments on account may be made during the Indemnity Period if desired

### **Special Condition**

(Additional Cost of Working only)

Damage shall be extended to include

- A) accidental loss distortion corruption or erasure of program and information stored on Computer Systems Records caused by Damage as insured by this Policy
- B) Damage recoverable under any guarantee or Maintenance Agreement on the Property Insured
- C) Damage in respect of any item due to its own breakdown or derangement if a Maintenance Agreement is not in force on such item
- D) the accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the premises in which the Property is situated not occasioned by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property
- E) the accidental failure of the electricity supply in the distribution wiring within the premises in which the Property Insured is situated not occasioned by failure as in (C) above
- F) the accidental failure of any telecommunications system used in connection with the Property Insured not occasioned by
  - 1) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system nor the inability of any such authority to maintain the system due to industrial action by any of its employees
  - 2) the use by the Insured of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system

- G) 1) physical loss of or damage to the premises in which the Property is situated or to any contents thereof or to property in the vicinity at the premises and
- 2) the exercise by any public or police authority of its power for the sole purpose of safeguarding life which prevents the Insured access to or use of the Computer Equipment

## Special Conditions

### Risk Protections

#### A **Automatic Sprinkler and Fire Alarm Installations**

(Applicable if a reduced premium rate is allowed on account of such an installation or if the insurance covers Damage by the accidental escape of water from a sprinkler installation)

The Insured shall

- 1) take all reasonable steps to
  - A) prevent frost and other damage to the installations and in so far as it is their responsibility
  - B) maintain the installations (including the automatic external alarm signal) in efficient condition
  - C) maintain ready access to the water supply control facilities
- 2) in the event that changes repairs or alterations to the installations are proposed notify the Company in writing and obtain its prior agreement in writing
- 3) allow the Company access to the Premises at all reasonable times for the purpose of inspecting the installations
- 4) carry out the routine tests laid down by the Company and remedy as soon as reasonably practical any defect revealed by a test In the event that alterations or repairs become necessary to the automatic sprinkler installation the Company may at its option suspend any cover which is granted against Damage by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by the Company Notice of any such action will be given by the Company in writing

#### B **Fire Extinguishing Appliances**

It is a condition of the Policy that the Insured shall maintain all fire extinguishing appliances in efficient working order Failure to comply with this condition may result in a claim not being paid or payment reduced

#### C **Security Precautions**

(Applicable to any cover granted in respect of Damage by Theft)

It is a condition of the Policy that

- A) in respect of any Intruder Alarm System installed at the Premises
  - 1) the Intruder Alarm System is maintained in full and effective working order under a contract to provide both corrective and preventative maintenance with the installer or such other contractor agreed by the Company in writing
  - 2) the Business Premises are not left unattended
    - A) unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any Alarm Receiving Centre to which the Intruder Alarm System is connected has acknowledged the setting signal
    - B) if police response to alarm calls has been withdrawn without the written agreement of the Company
  - 3) where the Intruder Alarm System is required or approved by the Company as a condition of cover it is installed in accordance with a specification agreed in writing by the Company

- 4) no alteration to or substitution of
  - A) any part of the Intruder Alarm System
  - B) the procedures agreed by the Insured for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System
  - C) the maintenance contract
 shall be made without the written agreement of the Company
- 5) no structural alteration of or changes in layout to the Premises that could affect operation of the Intruder Alarm System shall be made without the written agreement of the Company
- 6) the Insured shall maintain secrecy of codes for operation of the Intruder Alarm System and shall not leave details of such codes at the Business Premises when the Business Premises are unattended
- 7) the Insured shall appoint at least two Keyholders and shall record details of the Keyholders with the police and any Alarm Receiving Centre to which the Intruder Alarm System signals
- 8) any change of Keyholder details shall be notified immediately to the police and any Alarm Receiving Centre to which the Intruder Alarm System signals
- 9) in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the system is set a Keyholder shall attend and allow access to the Business Premises without delay
- 10) in the event that the Insured receives any notification
  - A) from the police alarm installer/maintenance contractor or Alarm Receiving Centre that response to alarm signals or line interruptions 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 requirement for abatement of nuisance
  - C) that the Intruder Alarm System cannot be returned to or maintained in full working order the Insured shall advise the Company as soon as possible and in any event not later than 10am on the Company's next working day and comply with any subsequent requirements reasonably stipulated by the Company

B) whenever the Business Premises are left unattended

- 1) all locks bolts and other protective devices are in full and effective operation
- 2) all keys (including those relating to any part of the Intruder Alarm System) are removed from the Business Premises

Failure to comply with the above conditions may result in a claim under Property Damage Insurance not being paid or payment reduced

### **Interpretations**

Intruder Alarm System includes all lines and equipment used to transmit the signals to and from the Premises

Keyholder shall mean any person or keyholding company authorised by the Insured who is available at all times when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages relating to the Intruder Alarm System

Business Premises shall mean that part of the Premises occupied by the Insured for the purposes of the Business described in the Schedule

### **D Physical Security Standard**

(Applicable to any cover granted in respect of Damage by theft and shown as operative on the Schedule)

It is a condition of the Policy that the Insured shall have implemented the following security measures within 8 weeks of commencement of Theft cover Failure to do so may result in a claim under Theft cover not being paid or payment reduced

## Doors

In respect of all external doors (including wicket gates) and internal doors leading to other premises or part of premises not occupied by the Insured.

### Timber and Steel Doors

To be secured by either

- (i) a mortice deadlock conforming to BS 3621 together with a compatible boxed striking plate or
- (ii) a close shackle padlock with minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar or (for doors other than final exit)
- (iii) two key operated security bolts for doors one fitted approximately 300mm from the top of the door and the other approximately 300mm from the bottom

### Aluminium and UPVC Doors

To be secured by a cylinder operated mortice deadlock or deadlocking multi-point locking system

### Roller Shutter Doors

To be secured by either

- (i) two cylinder operated shutter locks with one lock fitted at each end of the shutter or
- (ii) a close shackle padlock with minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar

### Horizontal Sliding or Folding Doors

To be secured by either

- (i) a hook bolt mortice deadlock or
- (ii) a close shackle padlock with minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar

### Double Leaf Doors

The final closing leaf to be secured by the appropriate locks as detailed above the first closing leaf to be secured by flush bolts or key operated security bolts top and bottom throwing into the framework and sill

### Outward Opening Doors (applicable to timber and steel doors only)

In addition to the appropriate locks and bolts detailed above each outward opening door to be fitted with hinge bolts top and bottom

*The above requirements do not apply to any door officially designated as a fire exit by the fire authority*

## Windows

Each ground floor and basement opening window or skylight and other window or skylight accessible from decks roofs balconies canopies fire escapes or downpipes to be secured by a key operated lock fitted independently of the existing fastener unless the lock forms part of the original fastener design

*This requirement does not apply to any window or skylight which is either*

- (i) *protected by solid steel bars grilles lockable gates expanded metal or weld-mesh or*
- (ii) *officially designated as a fire exit by the fire authority*

## **Electronic Office Equipment**

Each item of electronic office equipment designed for mobile or portable use with a replacement value over £250 must whenever the Business Premises are left unattended be secured in locked cupboards cabinets or security containers the keys to which have been removed from the Business Premises. Subject otherwise to the terms and conditions of the Policy

## **Portable Power Tools**

In respect of portable power tools with a combined replacement value over £2,500

All portable power tools to be kept within either

- (i) a locked metal security container constructed of minimum 2.5mm steel plate or framed minimum 1.5mm sheet steel and securely anchored to the floor or structure of the building The container to be secured by a mortice deadlock conforming to BS 3621 together with a compatible boxed striking plate or a close shackle padlock with minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar or integral staple  
or
- (ii) kept within a storeroom having brick or block walls and a steel or steel-lined or solid timber door secured by a mortice deadlock conforming to BS 3621 together with a compatible boxed striking plate or a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar

Windows must be protected by solid steel bars grilles lockable gates expanded metal or weld-mesh

Keys to containers and storerooms must be removed from the Premises or alternatively held in a locked security safe the combination/keys to which must be removed from the Premises whenever the Premises are left unattended

### **E Storage in Basements**

It is a condition of the Policy that any General Contents or Stock or Own Computer Equipment kept in a basement that such property is racked and kept at least 6 inches above the floor of the basement Failure to comply with the above condition may result in a Property Damage claim not being paid or payment reduced

### **F Storage of Flammable Solvents**

It is a condition of the Policy that in respect of Damage caused by fire or explosion under this Insurance that all flammable solvents are kept in closed tins and are stored in a fire resisting compartment Failure to comply with the above condition may result in a claim for fire or explosion not being paid or payment reduced

# Money Insurance

## Section 1 Money

The Company will pay to the Insured up to the Limit of Liability for any loss of or damage to the Money and property described in Items 1 to 5 below provided that

- A) as regards Item 3 the loss or damage is due to robbery or attempt thereof
- B) as regards Item 5 the loss or damage is due to theft or attempt thereof and
- C) the Company's liability in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause shall not exceed the relevant Limit of Liability

<b>Item No</b>	<b>Limit of Liability any one loss</b>
1	
Money as described in Interpretation 1A	
A) in the Business Premises during Working Hours or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk or at any of the Insured's contract sites during Working Hours	As shown in the Schedule
B) in the Business Premises out of Working Hours	
1) in locked safes or strongrooms as shown in the Schedule	As shown in the Schedule
2) in all other locked safes or strongrooms	£250
3) not in a locked safe or strongroom	£250
C) in the Insured's residence or that of any of the Insured's directors partners or employees	
1) while in a locked safe or whilst an adult is in the residence	£500
2) otherwise	£250
D) in any machine at the Insured's Premises	£500 per machine
2	£250,000
3	
Clothing and personal effects (not exceeding £25 per person in personal money) belonging to the Insured or any of the Insured's directors partners or employees whilst engaged in the Business	£250 per person
4	Unlimited
5	
Any postal franking machine safe strongroom or any container or waistcoat used for the carriage of Money belonging to the Insured or for which the Insured is responsible	Unlimited

### Exclusions

The Company shall not be liable for

- 1) loss by theft by any director partner or employee of the Insured not discovered within seven working days of the occurrence
- 2) shortage due to error or omission

- 3) loss from an unattended vehicle
- 4) loss due to the use of counterfeit Money
- 5) loss or damage arising from riot or civil commotion in Northern Ireland and the Republic of Ireland
- 6) loss or damage not within Great Britain Northern Ireland the Republic of Ireland the Channel Islands or the Isle of Man
- 7) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- 8) loss or damage arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 9) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
  - 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 10) the first £100 of each and every loss

## Interpretations



### 1 Money shall mean

- A cash bank notes currency notes uncrossed cheques (including uncrossed giro cheques giro cash cheques and travellers cheques but excluding pre-signed blank cheques) uncrossed bankers' drafts uncrossed postal orders uncrossed money orders current postage stamps intended for the Insured's own use current revenue stamps telephone cards intended for the Insured's own use National Insurance stamps (not fixed to cards) National Savings stamps bills of exchange luncheon vouchers consumer redemption vouchers Holiday with Pay stamps gift tokens and trading stamps
- B crossed cheques (other than pre-signed blank cheques) crossed bankers' drafts crossed giro cheques and drafts crossed postal orders crossed money orders unused units in franking machines National Savings certificates Premium Bonds credit company sales vouchers VAT purchase invoices belonging to the Insured or for which the Insured is responsible and pertaining to the Business

### 2 Working Hours shall mean

the period during which the Business Premises are actually occupied for Business purposes and during which the Insured or those of the Insured's employees who are entrusted with Money are in the Business Premises or on the Insured's contract sites

## Special Conditions

### 1 Security Precautions

It is a condition of the Policy that

- A) in respect of any Intruder Alarm System installed at the Business Premises
  - 1) a maintenance contract is maintained in force during the currency of the Policy with the installing contractor or such other contractor as is agreed in writing by the Company
  - 2) the Business Premises are not left unattended unless
    - A) the Intruder Alarm System is tested and set in its entirety and where the equipment permits any Central Station to which the Intruder Alarm System is connected has acknowledged the setting signal and

- B) as far as the Insured or his representative is aware the Intruder Alarm System is in full and efficient working order
- 3) the agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm System
- 4) the Company is notified immediately and in writing if
  - A) the Insured receives written notification from a Police Authority that they may be withdrawing response to alarm calls or
  - B) the Insured is required to abate a nuisance under the Code of Practice on Noise from Audible Intruder Alarms 1983 or by Police Force policy issued by the Chief Constable
- B) whenever the Business Premises are left unattended
  - 1) all locks bolts and other protective devices are in full operation
  - 2) all keys (including those relating to any part of the Intruder Alarm System) other than keys to safes or strongrooms containing money are
    - A) removed from the Business Premises or
    - B) placed within a locked safe or strongroom the keys to which are themselves removed from the Business Premises
- C) out of Working Hours all keys and notes of combination lock letters and numbers of safes and strongrooms containing Money are removed from the Business Premises

Failure to comply with the above conditions may result in a claim under Property Damage Insurance not being paid or payment reduced

Interpretation

Intruder Alarm System shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises

## **2 Contribution**

Claims Condition 7 does not apply to Section 1 If at the time of any claim under this Section the Insured is or would but for the existence of this Policy be entitled to indemnity under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Section not been effected

## **Section 2 Personal Injury (Robbery)**

In the event of the Insured or any director partner or employee of the Insured (hereinafter called the Insured Person) sustaining accidental Bodily Injury which

- A) is sustained solely and directly as a result of robbery or attempt thereat while such Insured Person is engaged in the Business and
- B) within two years is the sole cause of Death Disablement or incurring Medical Expenses for which the Benefit is claimed

the Company will pay the appropriate Benefit to the Insured in accordance with the number of Units of cover as shown in the Schedule

Bodily Injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

## **Exclusions**

The Company will not pay the Benefit if

- 1** Bodily Injury is sustained by any person before such person attains the age of sixteen years or after the expiry of the Period of Insurance during which such person attains the age of seventy five years

- 2** Bodily Injury Death Disablement or Medical Expenses is the result of or is contributed to by the Insured Person having a physical or mental defect of any sort which was known either to the Insured or the Insured Person when the Policy was issued or at renewal  
However this exclusion shall not apply if the defect has been notified to the Company and accepted in writing

## **Interpretations**

- 1** Benefits shall mean
- 1 Death  
Disablement
  - 2 Loss of one or more Limbs or Eyes
  - 3 Permanent Total Disablement other than by Loss of Limb or Eye from gainful employment of any and every kind
  - 4 Temporary Total Disablement from usual occupation
  - 5 Medical Expenses necessarily incurred in the treatment of the Insured Person
- 2** The amount payable for each Unit of cover shall be:
- Benefit
- 1 £5000
  - 2 £5000
  - 3 £5000
  - 4 £50 per week for a maximum of 104 weeks in all and not necessarily consecutive
  - 5 Reimbursement up to 15% of the amount payable under Benefit 4
- 3** Loss of Limb shall mean
- A) in the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg
  - B) in the case of an arm loss by physical severance of the entire four fingers through or above the metacarpophalangeal joints or permanent total loss of use of a complete arm or hand
- 4** Loss of Eye shall mean permanent and total loss of sight which will be considered as having occurred
- A) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
  - B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)
- 5** Medical Expenses shall mean 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 and ambulance charges

## **Special Condition**

- 1 Benefits**
- A) Benefit shall not be payable for any one Insured Person under more than one of the Benefits 1 to 3 in connection with the same occurrence of Bodily Injury
  - B) On the happening of any occurrence giving rise to a claim under any of Benefits 1 to 3 this Section shall thereafter cease to apply to that Insured Person
  - C) Total Disablement shall have lasted for 104 weeks and have been proved to the Company's satisfaction to be permanent and without expectation of recovery before Benefit 3 becomes payable
  - D) The amount payable per week under Benefit 4 shall not exceed the Insured Person's pre-injury weekly earnings from the Business
  - E) No sum payable shall carry interest
  - F) No Benefit shall be payable due solely to inability to take part in sports or pastimes

## **2 Claims Condition**

Claims Condition 7 does not apply to Section 2

# Business Interruption Insurance

**THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE**

If Damage by any of the Covers insured occurs at the Premises to property used by the Insured for the purpose of the Business and causes interruption of or interference with the Insured's Business at the Premises

the Company will pay to the Insured the amount of loss resulting from the interruption or interference caused by the Damage in accordance with the provisions of this insurance

provided that

- A) payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the property  
or  
payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- B) the Company's liability in any one Period of Insurance shall not exceed in the whole the Total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability

For the purpose of this insurance Damage shall mean loss destruction or damage

## Covers

The following are the Covers insured except as otherwise stated in the Schedule

- 1**
  - A) **Fire** excluding Damage
    - 1) by explosion resulting from fire
    - 2) to property caused by its undergoing any process involving the application of heat
  - B) **Explosion** excluding
    - 1) damage caused by the bursting of any vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only
    - 2) loss resulting from the Insured being deprived of the use of any vessel machine or apparatus or its contents as a result of the explosion thereof  
but this shall not exclude explosion of
      - any boiler used for domestic purposes only or of any other boiler or economiser on the Premises
      - gas used for domestic purposes only
  - C) **Lightning**
  - D) **Aircraft** or other aerial devices or articles dropped therefrom
- 2** **Earthquake** excluding Damage caused by fire
- 3** **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
  - 1) arising from confiscation requisition or destruction by order of the government or any public authority
  - 2) arising from cessation of work

- 4 Storm or Flood** excluding Damage
- 1) attributable solely to change in the water table level
  - 2) caused by frost subsidence ground heave or landslip
  - 3) to fences gates and moveable property in the open
- 5 Escape of water from any tank apparatus or pipe** excluding Damage
- 1) by water discharged or leaking from an automatic sprinkler installation
  - 2) in respect of any building which is empty or not in use
- 6 Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal
- 7 Accidental escape of water from any automatic sprinkler installation** excluding Damage
- 1) by freezing in any building which is empty or not in use
  - 2) by heat caused by fire
- 8 Theft (which shall be deemed to include attempted theft)** excluding Damage
- 1) which does not involve
    - entry to or exit from a building by forcible and violent means
    - or
    - actual or threatened assault or violence
  - 2) to property in transit
- 9 Subsidence ground heave or landslip** excluding Damage
- 1) arising from the settlement or movement of made-up ground or by coastal or river erosion
  - 2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
  - 3) resulting from normal settlement or bedding down of new structures
  - 4) commencing prior to the granting of cover under this insurance
- 10 Any other accident** excluding Damage
- 1) by any of
    - A) the Covers
    - B) the causes expressly excluded from the Covers specified in paragraphs 1-9 and 11-16 (whether or not insured)
  - 2) to any property caused by
    - A) its own faulty or defective design or materials
    - B) inherent vice latent defect gradual deterioration wear and tear
    - C) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
  - 3) caused by
    - A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
    - B) change in temperature colour flavour texture or finish
    - C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
    - D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
    - E) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services

- but this shall not exclude
- 1) such Damage which itself results from other Damage and is not otherwise excluded
  - 2) subsequent Damage which itself results from a cause not otherwise excluded
- 4) caused by
- A) pollution or contamination
  - B) acts of fraud or dishonesty
  - C) disappearance unexplained or inventory shortage misfiling or misplacing of information
  - D) erasure or distortion of information on computer systems or other records
    - 1) whilst mounted in or on any machine or data processing apparatus or
    - 2) due to the presence of a magnetic flux
 unless caused by Damage to the machine or apparatus in which the records are mounted
- 5) to
- A) a building or structure caused by its own collapse or cracking
  - B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
  - C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- 6) to
- A) a building or structure caused by its own collapse or cracking
  - B) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
  - C) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  - D) land roads pavements piers jetties bridges culverts or excavations
  - E) livestock growing crops or trees
- 11** A) **Accidental breakage of fixed glass** by fracture extending through its whole thickness  
 B) **Accidental breakage of sanitary earthenware**  
 excluding breakage of Glass which is bent tinted or stained and fired unless to comply with the quality recommended in the British Standard Code of Practice BS6262
- 12** **Oil** escaping from a fixed heating installation or apparatus connected therewith excluding the cost of replacing the oil
- 13** **Falling trees** or parts thereof excluding Damage caused by felling or lopping by or on behalf of the Insured
- 14** **Leakage of beer or mineral waters** from storage containers or apparatus connected therewith excluding
- A) the cost of replacing the beer and mineral waters
  - B) leakage of bottled stock
- 15** **Damage of Buildings** caused by falling television or radio receiving aerials fittings and masts
- 16** **Accidental Damage** for which the Insured is responsible to the underground water gas and drain pipes or electricity cable extending from the Buildings to the public mains

# The Insurance Provided

## Item on Net Revenue

Subject to the provisions below the Company will pay as indemnity

- A) In respect of Loss of Net Revenue  
the amount by which the Net Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Net Revenue
- B) In respect of Increase in Cost of Working  
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Net Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage  
but not exceeding the total of
  - the amount of the reduction in Net Revenue thereby avoidedplus
  - 5% of the sum insured by the item (but not more than £250,000)

## The following are the provisions referred to above

- 1** Alternative trading  
If during the Indemnity Period work shall be done or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such work or services shall be taken into account in arriving at the Net Revenue during the Indemnity Period
- 2** Savings  
If any of the charges or expenses of the Business payable out of Net Revenue shall cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable
- 3** Professional Accountant's Charges  
The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts
- 4** Underinsurance  
If the Sum Insured is less than the Insurable Amount the amount payable shall be proportionately reduced

## Definitions

The following notes refer to the Definitions stated below

- 1** To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax
- 2** For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded
- 3** In the definitions of Estimated Net Revenue Actual Net Revenue and Insurable Amount the amount of Net Revenue shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

## **Indemnity Period**

the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period (as shown in the Schedule)

## **Net Revenue**

the money paid or payable to the Insured for work done and for services rendered in course of the Business at the Premises including subscriptions less purchases and related discounts

## **Estimated Net Revenue**

the amount declared by the Insured to the Company as representing not less than the Net Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance (subject to the provision of Note 3 above)

## **Actual Net Revenue**

the Net Revenue earned during the financial year most nearly concurrent with the Period of Insurance (subject to the provision of Note 3 above)

## **Standard Net Revenue**

the Net Revenue which would have been obtained during the Indemnity Period

## **Insurable Amount**

the Net Revenue which would have been earned in the twelve months immediately following the date of the damage

had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the provision of Note 3 above)

## **Exclusions**

The Company shall not be liable for loss resulting from

### **1 War and Allied Risks**

Damage occasioned by

- A) riot or civil commotion unless such Cover is specifically insured and then only to the extent stated
- B) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

### **2 Sonic Bangs**

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

### **3 Pollution and Contamination**

pollution or contamination but this shall not exclude loss resulting from Damage (not otherwise excluded) caused by

- 1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
- 2) any cover insured (other than Cover 10) which itself results from pollution or contamination

### **4 Radioactive Contamination**

Damage occasioned by or happening through or occasioning loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any loss directly or indirectly caused by or contributed to or arising from

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

## **Extensions**

The insurance is extended to include loss as insured in consequence of

**1** Damage by any of the Covers insured

- A)
  - 1) at any premises not occupied by the Insured but used by them solely for storage purposes
  - 2) to computer systems or other records  
or  
to machinery and plant (but not motor vehicles) removed for cleaning renovation repair or other similar purposes whilst temporarily removed from the Premises and in transit by road rail air or inland waterway to and from the Premisesin Great Britain Northern Ireland and the Republic of Ireland

- B) at any situations (or to property) as specifically mentioned in the Schedule

provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed -

- Under A) 10% of the total of the sums insured or £250,000 whichever is the less (unless otherwise stated in the Schedule)
- Under B) the percentage (of the total of the sums insured by this insurance) or monetary limit shown in the Schedule against such situations or property

- 2**
- A) closure or restrictions placed on the Premises on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of a notifiable human disease manifesting itself at the Premises
  - B) injury or illness sustained by any customer or employee arising from or traceable to foreign or injurious matter in food or drink supplied from the Premises
  - C) closing of the whole or part of the Premises by order of the Public Authority or the area in which the Premises are situate consequent upon defects in the drains and other sanitary arrangements at the Premises
  - D) murder or suicide occurring at the Premises
  - E) vermin and pests at the Premises
  - F) loss destruction or damage caused by any of the Covers to property in the vicinity of the Premises which prevents or hinders the use of the Premises or access thereto whether the Premises or the Insured's property therein shall be damaged or not

provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed the sum insured by this insurance or £1,000,000 whichever is the less

- 3** Damage by any of the Covers insured to the premises of any brewery supplying the Insured  
The Limit of Liability under this extension shall not exceed 10% of the sum insured specified in the Schedule or £1,000,000 whichever is the less
- 4** Damage by any of the Covers insured to property at any generating station or substation of the public electricity supply undertaking land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith water works or pumping station of the public water supply undertaking from which the Insured obtains electricity gas or water shall be deemed to have resulted from Damage to property at the Premises provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed the sum insured by this insurance

**5 Payments on Account**

Payments on account may be made during the Indemnity Period if desired

**6 Automatic Reinstatement after a Loss**

(not applicable in respect of Outstanding Debit Balances or Loss of Liquor Licence)

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

## **Special Conditions**

### **Index Linking**

The Company will adjust the estimate of Net Revenue provided by the Insured and on which the premium for this Insurance is based in line with suitable indices of costs and the premium for renewal will be based on the adjusted amount

# Club Registration Certificate Insurance

**THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE**

In the event of forfeiture suspension or withdrawal of the Registration Certificate (hereinafter called the Certificate) during the Period of Insurance

The Company will

- 1** indemnify
  - A) the Mortgagees (if one of the Insured) in respect of any loss sustained under their Mortgage with the Club in respect of the Registered Premises (shown in the Schedule as and hereinafter called the Premises)
  - B) the Club (if one of the Insured) in respect of the Premises against
    - 1) reduction in net revenue during any period of cancellation of the Certificate from the date of the loss of the Certificate until the date of the sale of the Premises or five years after the date of the loss of the the certificate whichever is the less
    - 2) reduction in the value of the Premises due to the loss of the Certificate in the event of the sale of the Premises following the loss of the Certificate less any amount paid by the Company under A) above
- 2** pay all costs and expenses incurred by the Insured with the written consent of the Company but not exceeding in any one Period of Insurance
  - A) 80% of each and every claim for which indemnity is provided by this insurance
  - B) the Limit of Indemnity for all claims

## Exclusions

The Company shall not be liable for loss arising from

- 1** such refusal to renew the Certificate where this entitles the Insured to claim compensation under any statute
- 2**
  - A) actual or proposed compulsory acquisition of the Premises
  - B) any scheme of town or country planning improvement or redevelopment
  - C) redistribution reduction in number or extinguishment of Certificates as a result of war damage whether such loss be direct or indirect
- 3** alteration after the commencement of the Period of Insurance of the law governing the grant surrender renewal suspension or forfeiture of Certificates
- 4** the Club
  - A) going into liquidation or becoming bankrupt
  - B) being struck off the Register on the grounds that there are less than 25 members or the minimum number required by law

## Special Conditions

### **1 The Duties of the Insured**

The Club shall

- A) comply with any special direction condition or requirement of the Magistrates or other authority
- B) give written notice to the Company within forty-eight hours of receiving information whether oral or written that
  - 1) any notice caution or complaint has been given or made concerning the Premises or the Committee of Management or any or all of them or any Member of the Staff of the Club has been summoned or charged with or convicted of or committed for trial for any offence whatsoever

- 2) an application for renewal of the Certificate is to be opposed or that the Club is required to give an undertaking or that structural alterations are required
- 3) the Club has become bankrupt gone into liquidation or otherwise been rendered incapable of carrying on business

The Insured shall make all such applications and generally do all such acts or things which the Insured may be entitled to do under the Licensing Acts or otherwise for the purpose of preventing the loss of any Certificate of Registration by forfeiture or withdrawal

## **2 Claims**

Notwithstanding Claims Condition 2 of this Policy

The Insured shall give the Company written notice within twenty four hours of the forfeiture suspension or refusal to renew the Certificate or of any event likely to prejudice the Certificate coming to the knowledge of the Insured stating (as far as the Insured are able) the grounds on which any order was made or the particulars of such event and the Company shall be entitled to appeal in the name of the Insured against any such refusal to renew forfeiture or suspension and shall have full discretion in the conduct of any proceedings The Insured shall give all such assistance as the Company may require

## **3 Alterations**

No alterations to the Premises shall be made without the sanction of the registration and other competent authorities and no application shall be made for the removal of the Certificate to other premises nor shall any offer be made to surrender or discontinue the Certificate without the written consent of the Company The Insured shall at any time give all such information as the Company may require and any of the duly authorised representatives of the Company may at all reasonable times enter and inspect the Premises

## **Special Provision**

### **Index Linking**

The Company will adjust the sums Insured in respect of the Reduction in Value of the Registered Premises and the Reduction in Net Revenue in line with suitable indices of costs and the premium for renewal will be based on the adjusted amounts

# Liability Insurance

**THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE**

## Definitions

- 1** Person entitled to Indemnity shall mean
- A) the Insured
  - B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
  - C) at the request of the Insured
    - 1) any principal
    - 2) any director or partner of the Insured
    - 3) any Person Employedagainst legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
  - 4) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
  - 5) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured
- each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply
- 2** Employee shall mean any individual under a contract of service or apprenticeship with the Insured
- 3** Person Employed shall mean any
- A) Employee
  - B) labour master and individuals supplied by him
  - C) individual employed by labour only sub-contractors
  - D) self employed individual (not being in partnership with the Insured)
  - E) individual hired to or borrowed by the Insured
  - F) individual undertaking study or work experience while under the supervision of the Insured
- } while under the direct control and supervision of the Insured
- 4** Injury shall mean

### Section 1

bodily injury death disease or illness

### Sections 2 and 3

bodily injury death disease illness wrongful arrest or false imprisonment

- 5** Property shall mean material property
- 6** Business shall mean that which is specified in the Schedule and conducted solely from the premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include
- A) ownership repair and maintenance of the Insured's own property
  - B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed

- C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
- D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured

but in respect of Section 1 shall not include any work undertaken Offshore

- 7** Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform
- 8** Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- 9** Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay
- 10** Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

**The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule**

## **Section 1 Employers' Liability**

The Company will provide indemnity to any Person Entitled to Indemnity

- 1** against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
  - A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man  
or
  - B) while temporarily outside these territoriesarising out of and in the course of employment by the Insured in the Business
- 2** against legal liability for claimant's costs and expenses in connection with 1 above
- 3** in respect of
  - A) costs of legal representation at
    - 1) any coroner's inquest or inquiry in respect of any death
    - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section
  - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 aboveincurred with the Company's written consent

Provided that in respect of any one Event

- 1** the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity
- 2** the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof

## **Exclusions to Section 1**

The indemnity will not apply to legal liability

- 1** of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

- 1) that of any principal
  - 2) accepted under agreement and would not have attached in the absence of such agreement
- 2** in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Community

**Extensions to Section 1** (each of which is subject otherwise to the terms of this Policy)

### **1 Unsatisfied Court Judgements**

In the event of a judgement for damages being obtained

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgement

at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- A) there is no appeal outstanding
- B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

## **2 Compensation for Court Attendance**

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

- |   |      |
|---|------|
| A) any director or partner of the Insured | £500 |
| B) any Employee                           | £250 |

## **Special Provision**

### **Index Linking**

The Company will adjust the estimate of wages provided by the Insured and on which the premium for this Section is based in line with suitable indices of costs and the premium for renewal will be based on the adjusted amount

## Section 2 Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- 1** up to the Limit of Indemnity against legal liability for damages in respect of
  - A) accidental Injury of any person
  - B) accidental loss of or damage to Property
  - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

- 2** against legal liability for claimant's costs and expenses in connection with 1 above

- 3** in respect of

- A) costs of legal representation at
  - 1) coroner's inquest or inquiry in respect of any death
  - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above

which may be subject of indemnity under this Section

- B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

Provided that in respect of

- A) any one Event
- B) all Events happening during any Period of Insurance in respect of products supplied
- C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1** the total amount payable by the Company in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity
- 2** the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment
- 3** the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

- 4** where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity

## **Exclusions to Section 2**

The indemnity will not apply to legal liability

- 1** arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any
- A) mechanically propelled vehicle other than legal liability arising out of
    - 1) the use of plant as a tool of trade on site
    - 2) the use of plant at the premises of the Insured
    - 3) the loading or unloading of any vehicleexcept where the indemnity is provided by any motor insurance contract or where insurance or security is required by law
  - B) aircraft or other aerial device
  - C) aerospace device
  - D) hovercraft
  - E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- 2** for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business
- 3** for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than
- A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
  - B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
  - C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
    - 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
    - 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings
- 4** caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purpose of this Policy to have occurred at the time such incident takes place

- 5** A) in respect of loss of or damage to any
- 1) product supplied
  - 2) contract work executed
- } by the Insured

caused by any defect therein or the unsuitability thereof for its intended purpose

- B) for the costs of recall removal repair alteration replacement or reinstatement of any
- 1) product supplied
  - 2) contract work executed
- } by the Insured

necessitated by any defect therein or the unsuitability thereof for its intended purpose

- 6** arising from or in connection with
- A) advice
  - B) design
  - C) specification
- } provided for a fee

- 7** arising from or in connection with any
- 1) product supplied
  - 2) contract work executed
- } by the Insured

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

- 8** for the costs of remedying any defect or alleged defect in premises disposed of by the Insured

- 9** for
- A) fines or penalties
  - B) compensation ordered or awarded by a Court of Criminal Jurisdiction
  - C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

- 10** of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- A) ionising radiations or contaminating by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- 11** arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

**Extensions to Section 2** (each of which is subject otherwise to the terms of this Policy)

**1 Cross Liabilities**

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

**2 Compensation for Court Attendance**

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

- A) any director or partner of the Insured £500
- B) any Employee £250

**3 Contingent Motor Liability**

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Insured

- C) in respect of which the Insured is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

#### **4 Overseas Personal Liability**

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

#### **5 Data Protection Act 1998**

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Company will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying or erasing blocking or destroying any personal information
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Insured at the commencement of this Extension
- E) legal liability where indemnity is provided by any other insurance

#### **6 Member to member Liability**

For the purposes of this Section the Insured shall be all members of the Club defined in the Schedule each of whom is separately the Insured

#### **Special Condition**

In the event of injury or loss of or damage to Property belonging to any of the Insured's members the Company agrees if so requested by the Insured not to raise the legal defence that the claimant is a member

## **Special Condition**

### **Car Parks**

It is a condition of Section 2 that at any garage or parking space owned by or under the control of the Insured that notices shall be displayed permanently in prominent positions stating that the Insured is not liable for any loss of or damage to any vehicle or anything in or about any vehicle and a similar notice shall be printed on every ticket issued in respect of the garaging or parking of any vehicle Failure to comply with the above condition may result in a claim not being paid or payment reduced

## **Special Provision**

### **Index Linking**

The Company will adjust the estimates of turnover and wages provided by the Insured and on which the premium for this Section is based in line with suitable indices of costs and the premium for renewal will be based on the adjusted amount

## Section 3 - Legal Defence Costs

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's written consent
- B) costs awarded against the Insured or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts **A** and **B** below

### Part A

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured

### Part B

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- 2 Part II of the Consumer Protection Act 1987

Provided that in respect of Part **A** and **B**

- 1 the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
  - C) where Injury of any person or loss of or damage to Property has occurred
  - D) where indemnity is provided by any other insurance
  - E) to proceedings consequent upon any deliberate act or omission by
    - 1) the Insured
    - 2) any partner or director of the Insured
    - 3) any Employee with any specific responsibility for compliance with the legislation specified in this Sectionwhich could reasonably have been expected to constitute a breach of the legislation specified in this Section
- 2 the indemnity will apply only where shown in the Schedule
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment The Company will then relinquish control of such claims and be under no further liability in respect thereof
- 4 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

### Special Provision

The Company shall pass notification to an organisation in the UK which has an agreement for the provision of legal defence costs services and which shall thereafter administer claims settlement on the Company's behalf

## **This is a 'claims made' insurance**

This Insurance covers claims or circumstances notified to the Company during the Period of Insurance

## **Legal Expenses Insurance**

**THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE**

### **Cover**

The Company will indemnify the Insured Person in respect of Legal Expenses which arise from the conduct of the Insured's Business and which relate to any claim or legal proceedings or Taxation Proceedings made or brought by or against the Insured Person within the jurisdiction of a Court within the Territorial Limits and notified to the Company during the Period of Insurance in respect of

### **Insured Incident 1 - Contract of Employment and Employment Awards**

- A) the defence of any claim or legal proceedings with an Employee or ex-Employee relating to the contract of employment with the Insured
- B) a dispute between the Insured and an Employee or ex-Employee leading to civil or criminal proceedings under the Race Relations Act 1976 or the Sex Discrimination Act 1975

provided that

- A) prior to dismissing any Employee the Insured shall consult and follow the advice of the Company's Commercial Legal Advisory Service
- B) the Insured agrees to be represented by Our employment consultants in the event of a claim for this Insured Incident

### **Insured Incident 2 - Prosecution Defence**

the defence of any claim or legal proceedings arising out of any act or omission or alleged act or omission by the Insured Person which leads to

- A) the service of an Improvement Notice or Prohibition Notice under the Health and Safety at Work etc Act 1974 or the Health and Safety (Northern Ireland) Order 1978 against which the Insured wishes to appeal
- B) the Insured Person's prosecution in a Court of criminal jurisdiction
- C) civil proceedings arising from the Race Relations Act 1976 or the Sex Discrimination Act 1975 or for compensation under Section 13 of the Data Protection Act 1998

### **Insured Incident 3 - Taxation proceedings**

- A) an investigation instigated by a government department into the Insured's liability to taxation on business income profits or gains and involving an official in-depth examination of the Insured's business books or records
- B) in appealing to the Value Added Tax tribunal in respect of a dispute relating to Value Added Tax with the Commissioners of Customs and Excise following a decision made by them which they refuse to reconsider

provided that such Taxation Proceedings shall be deemed to have commenced on the date the government department first demands the Insured's business books or records to be made available for examination or instigates any enforcement proceedings relating to Value Added Tax as the case may be

### **Exclusion Specific to Insured Incident 3**

The Company will not pay Legal Expenses relating to any official in-depth investigation where the accounts submitted are being investigated because earlier accounts have been investigated or are already under investigation

### **Insured Incident 4 - Property Disputes**

the pursuit or defence of claims or legal proceedings relating to

- A) the possession of freehold or leasehold property owned or occupied by the Insured
- B) any negligent act omission or nuisance caused by a third party relating to property owned by the Insured or for which the Insured is legally responsible other than motor vehicles aircraft or watercraft

provided that the Insured has suffered or could suffer a pecuniary loss if a claim or legal proceedings are not pursued or defended

### **Exclusions Specific to Insured Incident 4**

The Company will not pay Legal Expenses arising from

- A) disputes which relate to mining subsidence or heave
- B) disputes relating to
  - 1) goods in transit
  - 2) goods lent or hired to third parties
  - 3) goods at premises other than those occupied by the Insured unless they are at such premises for the purpose of installation or use in work to be carried out by the Insured
- C) disputes under Insured Incident 4B) where a contract between the Insured and the third party exists at the time of the cause of action

### **Insured Incident 5 - Contract Disputes**

the pursuit or defence of any dispute with a customer or supplier in respect of a contract for the sale purchase hire or supply of goods or services provided that the amount in dispute exceeds £1,000

### **Exclusions Specific to Insured Incident 5**

The Company will not pay Legal Expenses relating to

- A) a contract of insurance insofar as the dispute is solely in respect of quantum
- B) a debt owed to the Insured Person
- C) the lease or tenancy of property

## Limits of Indemnity

The maximum liability of the Company under this Insurance in respect of each of the following shall not exceed

	<b>Limit of Indemnity</b>
A) Any One Event	As shown in Schedule
B) All claims and legal proceedings and Taxation Proceedings notified during any Period of Insurance	As shown In Schedule
C) Witness Attendance Allowance	£150 per day
D) Witness Attendance Allowance in respect of all Events notified during any Period of Insurance	£10,000 in total
E) Jury Service Allowance	£150 per person per day
F) Any One Event for Legal Expenses arising out of Taxation Proceedings	£25,000
G) Legal Expenses in respect of all Events notified during any Period of Insurance arising out of Taxation Proceedings	£100,000 in total

## Exclusions applicable to all Insured Incidents

This insurance does not cover

- 1** the defence of any civil claim or legal proceedings made or brought against the Insured Person arising from or relating to
  - A) bodily injury to or death disease or illness of any person
  - B) loss destruction or damage of or to any property including loss of use thereof
  - C) the breach or alleged breach of any professional duty
  - D) the breach or alleged breach of any duty owed in the capacity of director or officer of the Insured other than in respect of Insured Incident 3
- 2** Legal Expenses incurred in relation to non-contentious matters
- 3** any claim or legal proceedings made commenced brought or transferred outside the Territorial Limits or Legal Expenses incurred outside the Territorial Limits
- 4** any claim or legal proceedings in respect of which the Insured is or but for the existence of this Insurance would be entitled to indemnity under any other insurance
- 5** any act omission or dispute alleged or actual occurring prior to or existing at the commencement of this Insurance and which the Insured knew or ought reasonably to have known was likely to give rise to a claim or legal proceedings or Taxation Proceedings by or against the Insured

- 6** the defence of any claim or legal proceedings or Taxation Proceedings arising from any actual or alleged dishonesty fraud or malicious conduct of the Insured If and to the extent that such claim or legal proceedings or Taxation proceedings are successfully defended the Company agrees to indemnify the Insured for Legal Expenses incurred
- 7** damages fines or penalties of any nature
- 8** any claim or legal proceedings arising from or relating to the ownership possession hiring or use of a motor vehicle aircraft or watercraft
- 9** the pursuit or defence of any action alleging defamation
- 10** any dispute relating to patents copyrights design rights moral rights trade or service marks registered designs passing off or trade secrets and confidential information in so far as they relate to technical know how or any dispute in respect of the terms and conditions of a licence agreement for the exploitation of any form of intellectual property
- 11** a dispute with a government or local authority department concerning the imposition of the Uniform Business Rate except where an appeal is allowed within the regulations laid down at law
- 12** the defence of any claim or legal proceedings arising from or relating to seepage pollution or contamination of any kind
- 13** any expense loss legal liability or any loss or damage to property directly or indirectly caused by or contributed to or arising
  - A) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - B) radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## **Definitions**

### **Insured Person**

The Insured and at the Insured's request in like manner to the Insured the proprietors directors partners managers and all other Employees of the Insured

### **We/Us/Our**

The Third Party service provider with whom we have an agreement

### **Appointed Representative**

A solicitor accountant or any appropriately qualified person appointed to act in a professional capacity for the Insured Person in accordance with the terms of this insurance

### **Any One Event**

All claims or legal proceedings including any appeal against judgement consequent upon the same original cause event or circumstance shall be regarded as one event

### **Employee**

Any person under a contract of service or apprenticeship with the Insured or undergoing training under any government approved training scheme under the Insured's control in connection with the Insured's Business

## **Territorial Limits**

The full member states of the European Community the Channel Islands and the Isle of Man

## **Court**

A court tribunal or other competent authority

## **Legal Expenses**

### **1 Fees**

- A) any fees expenses and other disbursements reasonably and properly incurred by the Appointed Representative in connection with any claim or legal proceedings or Taxation Proceedings including costs and expenses of expert witnesses
- B) any fees expenses and other disbursements reasonably and properly incurred by the Appointed Representative in appealing or resisting an appeal against the judgement of a Court in connection with any claim or legal proceedings or Taxation Proceedings

### **2 Costs**

Any costs payable by the Insured Person following an award of costs by any court and any costs payable following an out of court settlement made in connection with any claim or legal proceedings or Taxation Proceedings

### **3 Witness Attendance Allowance**

Witness Attendance Allowance payable when the Insured or any proprietor director partner manager or Employee of the Insured is absent from work consequent upon attending as a

- A) witness for the Insured at the request of the Appointed Representative  
or
- B) a defendant at any Court hearing of an admitted claim under this insurance

### **4 Jury Service Allowance**

The income salary or wages of the Insured or any proprietor director partner or manager or Employee of the Insured in respect of that individual's attendance for jury service insofar as it is not recoverable from the relevant Court

### **5 Compensation Awards**

Compensation for the holding loss or unauthorised disclosure of data as defined in Sections 13 of the Data Protection Act 1998

### **6 Awards of Compensation**

All Basic and Compensatory Awards made against the Insured under the Legislation by Industrial Tribunals Employment Appeal Tribunals or Superior Courts or settlements agreed as a result of conciliation proceedings and to which Our prior consent has been given

## **Legislation**

- A) Employment Protection Act 1975
- B) Sex Discrimination Act 1975
- C) Fair Employment (Northern Ireland) Act 1976
- D) Race Relations Act 1976
- E) Employment Protection (Consolidation) Act 1978 as amended
- F) Transfer of Undertakings (Protection of Employment) Regulations 1981
- G) Trade Union Act 1984
- H) Sex Discrimination Act 1986

- I) Wages Act 1986
- J) Employment Act 1990
- K) Data Protection Act 1998

together with all related statutory instruments and regulations (including relevant codes of practice issued by the Secretary of State for Employment or by the Health and Safety Commission) in force at the commencement of this Insurance including the Industrial Relations (Northern Ireland) Order 1976 Industrial Relations (No.2) (Northern Ireland) Order 1976 and the Sex Discrimination (Northern Ireland) Order 1976

The Company will not pay

- A) additional Awards made under Section 69 or 71 of the Employment Protection (Consolidation) Act 1978 (as amended) or under Article 31 or 32 of the Industrial Relations (Northern Ireland) Order 1976
- B) special Awards as defined in Section 72 or 75 of the Employment Protection (Consolidation) Act 1978 (as amended)
- C) protective Awards payable under Section 101 of the Employment Protection Act 1975 or Article 51 of the Industrial Relations (Northern Ireland) Order 1976
- D) interim relief as defined in Section 77 and quantified in Sections 78 and 79 of the Employment Protection (Consolidation) Act 1978 (as amended)
- E) a redundancy payment or an Award made against the Insured which the Insured has incurred by deliberately avoiding liability for a redundancy payment of money due under a contract of employment
- F) any award of pay specified in a reinstatement or re-engagement order
- G) any award of pay where the Insured has failed to provide written reasons for dismissal

## **Acts of Parliament**

All Acts of Parliament referred to in this insurance shall be deemed to include any subsequent amendments or re-enactments thereof and equivalent legislation (if any) enforceable within the Territorial Limits

## **Special Conditions**

### **1 Record Keeping**

The insured must take all reasonable care in keeping business books records and accounts Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within twelve months of the end of the relevant period of account

### **2 Notification of Claims**

The Insured shall notify the Company on the discovery of any circumstance which may give rise to a claim in accordance with Claims Condition 2 The Company shall pass notification to the Third Party service provider with whom we have an agreement which shall thereafter administer claims settlement Where such notification has been given the Company agrees to treat any subsequent claim or legal proceedings in respect of the circumstances notified as though the claim or legal proceedings had been made or brought during the Period of Insurance

## **Special Procedure**

If a form ET1 (Originating Application) is received from an employment tribunal the Insured must forward it to Us as soon as reasonably practical with form ET3 (Notice of Appearance By Respondent) which should be left blank

In view of the 21 days' statutory time limit this must be done as soon as reasonably practical

### **3 Consent**

Our consent to pay Legal Expenses must be obtained in writing Legal Expenses incurred before such consent is given will not be covered Consent will be given if the Insured Person can satisfy Us that

- A) there are reasonable prospects of successfully pursuing or defending the claim or legal proceedings or Taxation Proceedings  
and
- B) it is reasonable for Legal Expenses to be provided in the particular case

The decision to grant consent will take into account the advice of the Insured's Appointed Representative as well as that of Our own advisers We may require at the Insured Person's expense an opinion of Counsel on the merits of the claim or legal proceedings or Taxation Proceedings If the claim is subsequently admitted the Insured Person's costs in obtaining such an opinion will be covered under this insurance If the Insured Person decides to commence or continue a claim or legal proceedings or Taxation Proceedings for which We have denied support and is successful the Company will pay Legal Expenses as if We had given Our consent in the first instance

### **4 Minimising Claims or Legal Proceedings**

The Insured Person must take all reasonable measures to minimise the cost of claims or legal proceedings or Taxation Proceedings

### **5 Arbitration**

Any dispute between the Insured and Us in respect of this insurance maybe referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties Failing agreement the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the Territorial Limits

The party against whom the decision is made shall meet the costs of the arbitration in full If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs If the decision is made in favour of Us the Insured's costs shall not be recoverable under this insurance This procedure does not prejudice any right of the Insured Person to have recourse to any other complaints procedure to which the Company subscribes or to the courts

### **6 Conduct of Legal Proceedings**

#### **A) Nomination of Appointed Representative**

In the period before We agree that Legal Proceedings are necessary We may seek to obtain a settlement on the Insured's behalf The settlement will be subject to the Insured's agreement which the Insured will not unreasonably refuse At the point it becomes necessary for the Insured to appoint a representative We will suggest suitable representatives who will be able and willing to act for the Insured If Legal Proceedings are necessary or there is a conflict of interest the Insured can nominate their own representative The Insured will need to satisfy Us that the Insured's chosen representative has the necessary expertise to deal with the Legal Proceedings Unless the Insured is willing to pay the difference in cost the Insured's chosen representative must adhere to the terms in operation between Us and Our suggested representative

We may not accept a representative chosen by the Insured If this occurs We will explain why If We cannot agree on a representative or whether Legal Proceedings are necessary the Insured can take the matter to an independent arbitrator The arbitration process is set out in Special Condition 5

- B) All Information to be given to the Appointed Representative**  
The Appointed Representative must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured Person's possession. The Insured Person must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.
- C) Access to the Appointed Representative**  
We are entitled to obtain from the Insured Person's Appointed Representative any information, document or advice relating to a claim or legal proceedings or Taxation Proceedings, whether or not privileged. On request, the Insured Person will give any instructions necessary to ensure such access.
- D) Instruction of Counsel or Appointment of Expert Witnesses**  
If in the course of any claim or legal proceedings or Taxation Proceedings the Appointed Representative wishes to instruct Counsel or appoint expert witnesses, We will not unreasonably withhold consent. The names of Counsel or the expert witnesses must be submitted to us together with an explanation of the necessity for such action.
- E) Offer of Settlement**  
The Insured must inform Us in writing as soon as an offer to settle Legal Proceedings is received or a payment into Court is made. The Insured will not unreasonably withhold consent to the Appointed Representative making an offer to settle the Legal Proceedings.
- The Insured must not enter or offer to enter into any agreement to settle without Our prior written consent. Any such agreement must take into account the Company's interest in the recovery of costs.
- If the Insured unreasonably withholds agreement to a settlement, We reserve the right to withdraw Our support.
- F) Payment of Legal Expenses**  
All bills relating to any Legal Proceedings which the Insured receives from the Appointed Representative should be forwarded to us without delay.
- Bills must be certified by the Insured to the effect that the charges have been properly incurred and that we are authorised to settle on the Insured's behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.
- If requested, the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or Court in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.
- The provision of indemnity for any Legal Expenses does not imply that all Legal Expenses will be paid. If the Insured is in doubt, We should be consulted.
- The Insured must not, without Our written consent, enter into any agreement with the Appointed Representative as to the payment of Legal Expenses.
- G) Recovery of Costs and Expenses**  
The Insured Person, through its Appointed Representative, shall be responsible for the repayment to the Company of any award of costs in favour of the Insured Person or any costs agreed to be paid to the Insured Person as part of any settlement.

## **7 Appeal Procedure**

Our consent must be obtained if the Insured wishes to appeal against the judgment of a court. A written application must be submitted to Us at least ten working days before the final date for lodging the appeal. The application must state the reasons for bringing the appeal. We will inform the Insured of Our decision.

The Insured must co-operate in an appeal against the judgment of a Court at Our request.

## **8 Insolvency of Insured**

If the Insured is insolvent when a claim is notified to Us or becomes insolvent during the course of any claim or legal proceedings to which the Company has given support, the Company shall thereupon reserve the right to refuse to admit a claim or withdraw their support of a claim. The Insured shall be deemed insolvent upon the appointment in relation to that Insured of an office-holder within the meaning given by Section 233(1) or 372 (1) of the Insolvency Act 1986.

# Personal Accident Insurance

## THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

If during the Operative Time the Insured Person sustains accidental Bodily Injury which within two years is the sole cause of Death Disablement or incurring of Medical Expenses for which the Benefit is claimed the Company will pay the appropriate Benefit to the Insured

If the Insured Person suffers Death Disablement or incurs Medical Expenses as the result of exposure to the elements the Company will consider that as having been caused by accidental Bodily Injury

Bodily Injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

### Exclusions

The Company will not pay the Benefit if

- 1** Bodily Injury results from
  - A) the Insured Person engaging in or practising for any of the Excluded Activities
  - B) the Insured Person committing or attempting to commit suicide
  - C) War or Terrorism
  
- 2** Bodily Injury or Death Disablement or Medical Expenses is the result of or is contributed to by the Insured Person
  - A) having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction or
  - B) having a physical or mental defect of any sort which was known either to the Insured or the Insured Person when the Policy was issued or at renewal  
However the exclusion shall not apply if the defect has been notified to the Company and accepted in writing
  
- 3** Death Disablement or Medical Expenses is the result of or is contributed to by the pregnancy (including childbirth) of the Insured Person
  
- 4** Bodily Injury is sustained by any Insured Person before such person attains the age of sixteen years or after the expiry of the Period of Insurance during which such person attains the age of seventy years
  
- 5** Bodily Injury is sustained by any Insured Person while engaged in Sporting Activities

### Interpretations

- 1** The Categories shown in the Schedule shall have the following meanings

Employees	Any steward stewardess the spouse of either and any other employee
Officials	Any club officer and any committee member
Members	Any club member including an honorary or associate member but excluding Officials

**2** The Operative Times shown in the Schedule shall have the following meanings

Occupational  
Accidents only

while engaged in the normal duties in the Insured's Business or as an official or committee member in any executive or administrative activity including travel incidental thereto but excluding travel in either direction between such person's own residence and the Insured's Premises

Non Sporting  
Accidents only

while

A in or about the Insured's Premises

B engaged in any indoor or outdoor activity organised or officially recognised by the insured and whilst travelling to or from such activities

Activities

**3** Benefits shall mean

1 Death

Disablement

2 Loss of two or more Limbs or both Eyes or one of each

3 Loss of one Limb or Eye

4 Permanent Total Disablement other than by Loss of Limb or Eye from gainful employment of any and every kind unless otherwise shown in the Schedule

5 Temporary Total Disablement from usual occupation

6 Temporary Partial Disablement i.e. disablement from a substantial part of usual occupation

7 Medical Expenses necessarily incurred in the treatment of the Insured Person

**4** Sporting Activities shall mean

playing practising taking part in training or officiating in any sport and while travelling to and from such activity

**5** Excluded Activities shall mean

Aqualung diving

Flying other than

A) as a passenger or

B) as a member of the crew or

C) in order to carry out work in the aircraft

Football of any kind unless shown as Insured in the Schedule

Hang gliding

Hunting on horseback

Motor competitions

Motorcycling as a rider or passenger

Mountaineering or cliff or rock climbing

Parachuting

Pot-holing

Racing other than on foot or in dinghies

Using power driven woodworking machinery in connection with business or occupation

Winter sports other than curling or skating

**6** Loss of Limb shall mean

- A) in the case of a leg loss by the physical severance at or above the ankle or permanent total loss of use of a complete foot or leg
- B) in the case of an arm loss by physical severance of the entire four fingers through or above the metacarpophalangeal joints or permanent total loss of use of a complete arm or hand

**7** Loss of Eye shall mean permanent and total loss of sight which will be considered as having occurred

- A) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

**8** Amateur shall mean

A person who receives no financial gain from or payment for participation in sport other than the reimbursement of reasonable travel and other out-of-pocket expenses

**9** Aircraft Accumulation Limit

If a limit is shown in the Schedule this shall mean the maximum amount the company will pay under this Policy and any other Policy issued by the Company in the name of the Insured in respect of all Insured Persons travelling in the same aircraft. In the event of the Aircraft Accumulation Limit being exceeded the Company's liability in respect of each Insured Person travelling in the aircraft shall be proportionately reduced until the total does not exceed that limit.

**10** Medical Expenses shall mean

the cost of medical surgical or other medical attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges

**11** Incident shall mean

The duration and radius of any one incident shall be limited to

- A) 72 consecutive hours and
- B) 100 miles

no loss which occurs outside this distance or period shall be included in that incident

**12** Incident Limit shall mean

The maximum amount the Company will pay in the aggregate under this Policy and any other policy of Personal Accident Insurance issued by the Company in the Insured's name in respect of all losses arising out of one and the same Incident

- 13** Terrorism shall mean  
Any act including but not limited to use of force or violence or threat thereof of any person or group(s) 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 the intention to influence any government or to put the public or any section of the public in fear
- 14** War shall mean  
War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## **Special Conditions**

### **Disappearance**

In the event of disappearance of the Insured Person if after a suitable period of time it is reasonable to believe that death has occurred as a result of accidental Bodily Injury the Death Benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to the Company

### **Benefits**

- A) Benefits shall not be payable in respect of any one Insured Person under more than one of Benefits 1 to 4 in connection with the same accident
- B) on the happening of an accident giving rise to a claim under any of Benefits 1 to 4 this insurance shall thereafter cease to apply to that Insured Person
- C) Total Disablement shall have lasted for 104 weeks and have been proved to the satisfaction of the Company to be permanent and without expectation of recovery before Benefit 4 becomes payable
- D) If no Death Benefit is included in respect of the Insured Person no Benefit shall be payable for Loss of Limb or Eye until at least thirteen weeks after the date of the accident and such Benefit shall then only be payable if the Death Benefit would not if included have become payable during that thirteen weeks as a result of the accident If a Death Benefit is included but is less than the appropriate Benefit for Loss of Limb or Eye the amount payable for Loss of Limb or Eye shall not exceed the Death Benefit until thirteen weeks have elapsed from the date of the accident and the balance shall then only be payable if the Death Benefit has not in the meantime become payable as a result of the accident
- E) The amount payable under Benefit 7 shall be reimbursement up to the amount specified in the Schedule in respect of any accident to any one Insured Person
- F) no sum payable shall carry interest
- G) no Benefit shall be payable due solely to inability to take part in sports or pastimes
- H) Benefits 5 and 6 are payable per week for a maximum of 104 weeks in all not necessarily consecutive

### **Special Provisions**

The Company shall not automatically accept or be affected by any notice of any trust assignment or the like which relates to this insurance

### **Contribution**

Claims Condition 7 does not apply to this insurance

### **Other Interests**

The Insured's receipt shall discharge the Company's liability to pay any amount in respect of a claim The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Company The total amount payable by the Company in respect of any benefits shown in the Schedule irrespective of the number of parties insured by this Policy having a claim under this Policy in respect of such benefits shall not exceed in the whole the total sum insured stated in the Schedule for the benefit claimed

# Fidelity Insurance

**THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE**

## Cover

The Company will indemnify the Insured

- 1 against direct loss of money or goods belonging to them or for which they are legally responsible caused by any act of Theft committed during the Period of Insurance by any Employee described in the Schedule normally resident within the Territorial Limits and discovered not later than 24 months after the termination of

- A) this insurance
- B) the insurance in respect of any Employee specified by name or position

whichever occurs first

- 2 for auditor's fees incurred with the Company's written consent solely to substantiate the amount of the claim
- 3 for the reasonable cost of re-writing or amending the software programs or systems where such re-writing or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems the subject of a claim for which liability is admitted under the Policy

## Previous Insurance

If this insurance immediately supersedes a Fidelity Insurance effected by the Insured (the 'Superseded Insurance') the Company will indemnify the Insured in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance if the loss is not recoverable thereunder solely because the period allowed for discovery has expired

Provided that

- 1 such insurance has been continuously in force from the time of the loss until the commencement of this insurance
- 2 the loss would have been insured by this insurance had it been in force at the time of the loss
- 3 the liability of the Company shall not exceed whichever is the lesser of
  - A) the amount recoverable under the insurance in force at the time of the loss or
  - B) the Limit of Indemnity under this insurance

In any event the total liability of the Company in respect of any One Claim continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the Limit of Indemnity applicable under this insurance

## Non-Contribution - Legal Liability

If at the time of loss of money or goods for which the Insured is legally responsible or at the time a claim for such property arises the Insured is or would but for the existence of this insurance be entitled to indemnity under any other insurance or to recovery under any guarantee or indemnity fund the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance guarantee or fund had this insurance not been effected

## **Application of Limitations**

Irrespective of the number of Periods of Insurance during which this insurance (and any insurance issued in substitution therefore) shall remain in force the total liability of the Company in respect of any One Claim shall not exceed the Limit of Indemnity

## **Limitations**

The liability of the Company in respect of any One Claim caused by one employee shall not exceed the Limit of Indemnity applicable to that Employee

In the event that One Claim is caused by two or more Employees Acting in Collusion the liability of the Company in all shall not exceed whichever of the individual limits of indemnity to the Employees involved is the greater

The liability of the Company in respect of all claims during any one Period of Insurance shall not exceed the Aggregate Limit of Indemnity specified in the Schedule

## **Exclusions**

The Company shall not be liable for

- 1** loss of interest or any other losses which are not directly covered by the terms and conditions of the Policy
- 2** the amount of the Insured's Contribution as shown in the Schedule
- 3** loss caused by any act of any Employee committed prior to the Commencement Date applicable to that Employee

## **Interpretations**

### **Theft**

shall include any act of fraud or dishonesty by any Employee committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Employee to receive such gain other than salaries fees commission or other employee benefit earned in the normal course of employment

### **Employee**

shall mean any person

A) under a contract of service or apprenticeship with the Insured or

B) undergoing training under any Government approved training scheme under the control of the Insured

in connection with the Business whilst in the service of the Insured

The term **Employee** shall include

- A) any director of the Insured if such person
  - 1) is also employed by the Insured under a contract of service and
  - 2) controls no more than 5% of the issued share capital of the Insured company or of any subsidiary of the Insured company
- B) any person retired from full-time employment with the Insured who is working for the Insured as a consultant under the control or direction of the Insured

**Commencement Date**

shall mean the date from which insurance in respect of any Employee commenced

**Whilst in the service of the Insured**

shall include the period of 30 days immediately following the termination of service

**Territorial Limits**

shall mean Great Britain Northern Ireland the Channel Islands and the Isle of Man

**Insured's Contribution**

the first part of any One Claim borne by the Insured as specified in the Schedule or as otherwise provided for by this Policy

**One Claim**

shall mean all acts of Theft throughout the continuation of this insurance (or any insurance issued in substitution therefore or for which this insurance is substituted) committed by one individual Employee or by two or more Employees Acting in Collusion

**Acting in Collusion**

shall mean all circumstances where two or more Employees are concerned or implicated together or materially assist each other in committing the acts of Theft

**Minimum Standards of Control****Auditors**

The accounts of the Insured including all subsidiary companies shall be examined by external auditors every twelve months

All recommendations or alternatives acceptable to the auditors shall be implemented without delay

**Cash receipts**

Employees receiving cash and cheques in the course of their duties shall be required to remit all monies received and bank in full on the day of receipt or next banking day

**Reconciliation**

Independently of Employees responsible bank statements receipts counterfoils and supporting documents are checked at least monthly against cash book entries and the balance tested with cash and un-presented cheques

**Cheque signing**

- A) all manually prepared cheques or other bank instruments drawn for more than £25,000 shall require two manually applied signatures to be added after the amount has been inserted  
No cheque or instrument shall be signed until one signatory has examined the supporting documentation
- B) in the case of computer or machine prepared cheques or other bank instruments the supporting documentation shall be examined and authorised before the requisition for the cheque or instrument is input All such cheques or instruments drawn for an amount in excess of £25,000 shall require one manually applied signature added after the cheque or instrument is prepared

The Insured's bankers shall be advised of the above requirements as to signatures

**Cash and petty cash**

Cash in hand and petty cash shall be checked independently of Employees responsible at least monthly and additionally without warning every six months

**Payroll**

In respect of Employees not paid by crossed cheque or credit transfer the cast of the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct

At least quarterly and independently of persons responsible the payroll will be checked to minimise the possibility that fictitious names and enhanced payments have been included

**Stocktaking**

There will be a physical check on all stock and materials held against verified stock records independent of Employees responsible at intervals of not more than twelve months except where otherwise stated herein

In respect of the following stock or goods a physical check shall be carried out against verified records independently of Employees responsible at intervals of not more than six months

Non Ferrous Metals

Wines and Spirits

Cigarettes and Tobacco

**Ordering goods**

Employees acting independently shall be responsible for the ordering of stock and materials the recording of receipt of such and the authorising of payment for them

**Statements of account**

Statements of account for all amounts due will be issued at least monthly and direct to customers independently of Employees receiving or collecting monies

Action by management shall be taken if an account becomes three months overdue

**References Condition**

The Insured shall obtain satisfactory references to confirm the honesty of each Employee who will be responsible for money goods accounts computer operations or computer programming engaged after commencement of this Policy

Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the Employee is entrusted without supervision

References need not be obtained in respect of Employees who have satisfactorily and continuously served the Insured for at least one year in another capacity before being entrusted with the duties referred to above

In respect of Employees joining directly from school or government sponsored youth training schemes one character reference shall be obtained

A written record of any verbal reference shall be made at the time it is obtained the original copy of each written reference and the record of any verbal reference shall be retained by the Insured and shall be made available for inspection by the Company on request

## Minimum Standards of Control Condition

The Insured shall operate or bring into force the Minimum Standard of Control and shall not make any change to any of the Minimum Standards of Control unless the Company is advised and its written approval obtained All Employees shall be instructed as to their duties or responsibilities in respect of the Minimum Standards of Control and shall be expected to comply Failure to comply with this condition may result in a claim under Fidelity Insurance not being paid

### 20/80 extension

In the event that any claim results from or is contributed to by the failure of any Employee or Employees to observe any part of the Minimum Standards of Control provided that the Insured can conclusively demonstrate

- A) that they had complied with the condition stated above and
- B) such failure was without their knowledge or consent or that of any Responsible Official

Then the Company will pay any claim resulting therefrom but subject to the Insured bearing

- A) in addition to the amount of the Insured's contribution 20% of the amount for which the Company would otherwise have been liable or
- B) £2,500 in all

whichever shall be the greater

If the Minimum Standards of Control are evaded by the actual Employee or Employees committing the Theft without the knowledge of some other person who is a Responsible Official or of the Insured the claim will be payable without deduction subject otherwise to the terms of the Policy

Responsible Official  
shall mean

- A) any director or executive officer or accounting or audit manager of the Insured or of any subsidiary company whose employees are insured by this Policy
- B) any internal auditor inspector accountant or other person responsible for overseeing compliance with standards of supervision accounting or security

## Temporary Agency Staff Extension

The term Employee shall include

any person furnished by a staff or employment agency who by arrangement with such agency is working for the Insured on a temporary or part-time basis in connection with the Business to perform the functions and duties of an Employee under the control or direction of the Insured but not including persons employed as drivers or in connection with warehouse duties or with computer operations or computer programming unless specifically stated as insured herein

Provided that

- 1 the Company shall not be liable for any loss caused by any such person if such loss is also covered for the benefit of the Insured by any insurance or guarantee held by the staff or employment agency furnishing the person concerned
- 2 the amount of wages and salaries declared shall include the total amount of fees paid to staff and employment agencies in respect of temporary agency staff described above
- 3 the References Condition shall not apply to the temporary agency staff described above

## **Pension Fund Trustees Extension**

At the request of the Insured the Company will indemnify the Trustees of any pension fund or other employee benefit scheme set up to provide benefit to the Insured's Employees in respect of any loss of money or goods which the Trust may incur as a result of any act of Theft as otherwise insured by this Policy committed by any Employee of the Insured

For the purpose of this extension all persons nominated as Trustees shall be deemed Employees

## **Special Conditions**

- 1 Immediately following the discovery by the Insured of any act of Theft by an Employee all indemnity for further acts of Theft by that Employee shall cease
- 2
  - A) Any money of the Employee in the Insured's hands upon discovery of any loss and any money which but for the Employee's Theft would have been due to the Employee from the Insured shall be deducted from the amount of the loss before a claim is made under this insurance
  - B) Any further monies which are recovered less any costs incurred in recovery shall accrue
    - 1) in the event that the Insured's claim has exceeded the Limit of Indemnity firstly to the benefit of the Insured to reduce or extinguish the amount of the Insured's loss (but not the Insured's Contribution)
    - 2) thereafter to the benefit of the Company to the extent of the claim paid or payable
    - 3) and finally to the benefit of the Insured where the Insured's Contribution had been deducted from the claim
- 3 Upon the termination of service of any Employee the Insured shall take all reasonable security precautions to prevent Theft by that Employee

## **Special Provision**

### **Index Linking**

The Company will adjust the estimate of wages provided by the Insured and on which the premium for this Insurance is based in line with suitable indices of costs and the premium for renewal will be based on the adjusted amount

# Terrorism Exclusion

Applicable to

- Property Damage Insurance
- Business Interruption Insurance
- Money Insurance
- Fidelity Insurance

in so far as they form part of this Policy

This insurance does not cover Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- and
- b) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism

Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured

# Guidance when making a claim

## Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

## Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

# Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

## Our complaints process

- Initially, please raise your concerns with your usual business contact.
- If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office.
- A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However, if resolution is not possible they will issue a response within 8 weeks of your original complaint.

## Customer Relations Contact Details

Customer Relations Office  
RSA  
Dean Clough Industrial Estate  
Bowling Mill  
Halifax  
HX3 5WA

Telephone: 0800 1076161

Fax: 01422 325227

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## What to do if you are still not satisfied

If you are still not satisfied Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them.

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone: 0845 0801800

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

## Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.





Royal & Sun Alliance Insurance plc (No. 93792).  
Registered in England and Wales at St Mark's Court,  
Chart Way, Horsham, West Sussex, RH12 1XL.  
Authorised and regulated by the Financial Services Authority.