

Matrix Underwriting Management Ltd



Commercial Liability Insurance Policy

Matrix Underwriting Management

Hornigals, Little Tey Road, Feering, Essex, CO5 9RS

This is to Certify that in accordance with the authorisation granted by **Insurers** pursuant to the terms of a binding authority granted under the unique market reference number (UMR) specified in the Schedule to the undersigned and in consideration of the premium specified herein, the said **Insurers** are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Insurers hereby agree to the extent and in the manner hereinafter provided, to indemnify **You** against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

1. the liability of **Insurers** shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of **Insurers**
2. this **policy** does not cover any item or Section for which there is no Sum Insured or Limit shown against that Item or Section in the Schedule
3. the subscribing **Insurers'** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurers** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of their obligations.
4. The proportion of liability under this contract underwritten by a company (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.
5. In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members proportion. A member is not jointly liable for any other members' proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract.
6. Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this **policy** has been signed on behalf of the **Insurers** stated in the Schedule by

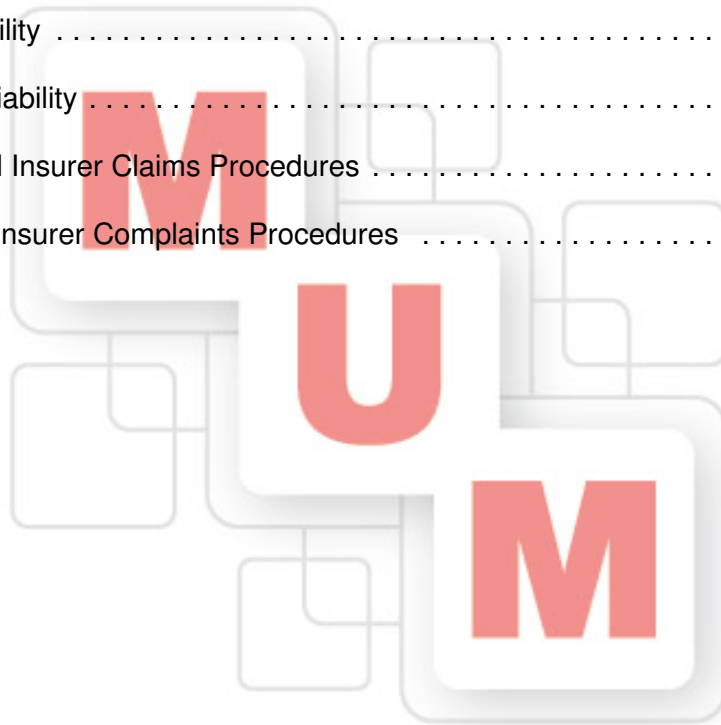
Matrix Underwriting Management Ltd

This **policy** is made and accepted subject to all the provisions, conditions and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

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

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Introduction and Your Obligations

It is important that **You** read all **Your** documents carefully and let **Your Agent** know as soon as reasonably possible, and in any case within 3 (three) working days, if the insurance does not meet **Your** requirements or if any information is inaccurate or incomplete.

You are required to make a fair presentation of the risk to **Us**.

If **You** breach **Your** duty to provide a fair presentation and any such breach was deliberate or reckless, **We** may regard the **policy** as void and are not required to return any paid Premium to **You**.

If the breach was not deliberate or reckless, **Our** remedy shall depend upon what **We** would have done if **You** had complied with the duty of fair presentation:

1. **We** may regard the **policy** as void if **We** would not have entered into the **policy** on any terms in the absence of the breach. In this case, **We** must return the premium paid.
2. If **We** would have entered into the **policy**, but on different terms (other than terms relating to premium) the **policy** is to be treated as if those different terms applied from the outset, if **We** so require.
3. If **We** would have entered into the **policy** but would have charged a higher premium **We** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

Material Information

You must search for all material information and disclose it to **Us** without misrepresentation. Material information is anything which might reasonably influence **Our** decision to offer **You** insurance or the terms (including the premium) on which any offer is made. It includes facts, circumstances, allegations and events. Material information includes special or unusual facts concerning **You** or **Your Business**, any particular concerns **You** may have which have led **You** to seek or increase **Your** insurance cover and any other facts relevant to the risk taken by **Us**. **You** should assume that all information specifically sought by **Us** is material, whether in a **Statement of Fact**, **Proposal Form** or otherwise.

Setting Your Sums Insured

This **policy** requires **You** to specify a *Total Sum Insured* for each category of *Property Insured* and/or a *Sum Insured* for individual items of *Property Insured*. For example, if **You** wish to insure several different **buildings** under Section 1, the *Total Sum Insured* for **buildings** should represent the total cost of rebuilding all of these, as explained further below. **You** may also wish to specify a *Sum Insured* for each individual **building**.

For all items other than **buildings** the *Total Sum Insured/Sum Insured* should represent the cost of buying a new replacement of the item(s) in question.

To ensure that **You** recover an adequate indemnity in the event of a loss it is essential that the *Sums Insured* and *Total Sums Insured* are accurate. Otherwise, the amount payable by **Us** in the event of a claim may be reduced in proportion to the amount of any underinsurance. Accordingly, the *Sums Insured* and *Total Sums Insured* should reflect up-to-date cost of rebuilding and /or values (as appropriate) of all items which **You** want to insure.

Please note:

The cover provided for **Buildings** and *Contents* is on a Reinstatement basis which means that **You** should set the *Sums Insured* and *Total Sums Insured* for these items carefully by reference to the full cost of rebuilding the **Buildings** to a condition equivalent to when new, or replacing the *Contents* with equivalent new items. It is important that **You** include an allowance for the cost of *Debris Removal*, *Professional Fees* and any *Increased Cost of Construction* expenses that would be required in order to reinstate the property were it to be completely destroyed.

The definition of *Gross Profit* for the purposes of an insurance **policy** will often vary from the definition appearing in **Your** accounts.

We would strongly recommend that **You** discuss these aspects with **Your Agent**.

Survey

At presentation and/or renewal **We** may require a survey of some or all of the *Property Insured*.

Your obligations in respect of survey requirements are set out more fully in General Condition 18 (Subjectivity) para b).

The Contract Wording

The Proposal, any Statement of Fact, the **policy**, the Schedule (including any *Schedule* issued in addition or substitution) and any Endorsements shall be considered as one legal document.

Your Obligations under the policy

The **policy** imposes certain obligations upon **You** which if not complied with may invalidate the insurance or a claim. Some of these obligations are expressed to be **conditions precedent**. Because of the importance of these clauses, which **We** explain below, each time a clause is expressed to be a **condition precedent** **We** have used bold type to draw **Your** attention to it.

Conditions Precedent

Conditions precedent are extremely important. If **You** are in breach of any of these obligations at the time of a loss, **We** will have no obligation to indemnify **You** in relation to any claim for that loss. However if a **condition precedent** is intended to reduce the risk of loss of a particular kind, at a particular location or at a particular time, **We** will not rely on the breach of that **condition precedent** to exclude, limit or discharge **Our** liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred. Subject to any other rights which **We** may have under and/or with respect to the validity of the **policy**, the **policy** will remain in existence.

Steps to be taken if You cannot comply

If **You** are unable to comply with any **condition precedent** **You** should contact **Us** as soon as reasonably possible, and in any case within 3 (three) working days, through **Your Agent**. **We** will decide whether **We** might be prepared to agree a variation of the **policy**. All conditions precedent remain effective unless **You** receive written confirmation of a variation from **Us** through **Your Agent**.

Claims Procedure

General Condition 6. (Claims) explains **Your** obligations on the happening of any event which could result in a claim under this **policy**.

Please also take note of General Condition 10 (Fraud)

If **you** have a claim, or are aware of an incident that could result in a claim, please contact **Your Broker** immediately. They will report the details to Matrix Underwriting Management Ltd who will in turn report the loss to the applicable **insurer**. Please note that cover under **Your policy** may be provided by a number of different **insurers** so until such time as Matrix Underwriting Management Ltd have full details of **Your** claim they will not know where to direct **Your** claim.

Please make sure that **You** provide us with contact details including a name and a telephone number.

Upon receipt of **Your** claim **insurers** or their authorised representatives will be in touch with **You** directly.

Individual **insurer** Claims procedures are shown in appendix 1 to the rear of this document.

Complaints Procedure:

If **you** have a Complaint which relates to either **your policy** or to a claim which **you** have submitted under **your policy** then please raise this in the first instance with **your** Broker who will aim to resolve **your** concerns by close of the next business day.

If **your** Broker is unable to deal with **your** concerns the matter will be forwarded onto **Your Insurer** via Matrix Underwriting Management Ltd, Hornigals, Little Tey Road, Feering, Essex, CO5 9RS

Individual **insurer** Complaints procedures are shown in appendix 2 to the rear of this document.

Definitions

Wherever a word in this document is shown in italics it is for information only and does not form part of the wording.

Wherever the following words appear in bold in this **policy** they shall mean the following:

word/s	means
accidental damage	damage caused by accidental and external means
act of terrorism	an act whether involving violence or the free use of force or not or the threat or the preparation 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) which is designed to or does i) intimidate or influence a de jure or de facto government or the public or a section of the public or ii) disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes or objectives
asbestos	asbestos, asbestos fibres, any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos
bodily injury	death, injury, illness, disease or shock
broker/advisor/agent	The intermediary who sold you the policy .
buildings	the buildings and outbuildings including landlords fixtures and fittings , constructed as stated in accordance with details lodged Us , and their foundations, extensions, annexes, gangways, conveniences, outbuildings and sub-stations; walls, fences and gates; piping, ducting, cable wires and associated control gear and accessories, fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines, on the premises or in the buildings and extending to the perimeter thereof or the public mains but only to the extent of Your legal responsibility therefore, yards, car-parks, pavements, pathways and roadways; sanitary ware, fixed glass, fanlights, skylights and partitions for which You are legally responsible; all situate at the risk address or locations stated in the schedule
business	the business stated in the schedule and in respect of the Employers, Public, Property Owners and Products liability Sections of this policy only a) provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees , first aid, medical, ambulance, fire and security services and maintenance of Your premises b) private duties undertaken by an employee of Yours , or, with Your consent, for any director, partner or official of Yours c) ownership and maintenance of buildings, premises and land used in connection therewith d) participation as an exhibitor at trade shows or exhibitions
business hours	the period during which the premises are open for business or otherwise occupied for the purposes of the business by You or any authorised employee
certificate/policy	the use of these words throughout this document and in any schedule or endorsement attaching hereto shall be interchangeable and shall mean this document.
conveyance	means any water and or air and or road and or rail conveyances of every description
employee/s	a) any person under a contract of service or apprenticeship with You or with some other employer and who is supplied to or hired to or borrowed by You b) any labour master or labour only sub-contractor or any person supplied by them c) any self employed person or voluntary helper performing work of a kind ordinarily performed under a contract of service or apprenticeship with You provided that such work is under Your immediate supervision and control d) any person who is engaged under a Government or otherwise authorised work experience, training, study, exchange or similar scheme whilst working for You in connection with the business .
excess	the amount for which You will be responsible and which will be deducted from each and every claim
fixtures and fittings	machinery, plant, trade and office furniture, fixtures, fittings, landlords fixtures and fittings , tenants improvements, blinds and signs and all other contents, as shown in the schedule under the short title of Fixtures and fittings being Your property or for which You are legally responsible but excluding property more specifically insured, glass, neon and illuminated signs, motor vehicles and accessories whilst therein or thereon, money and stock

Insurer, Underwriters, We, Us, Our	wherever the word Insurer, we, us or our appears in this policy or in any Schedule or Endorsement attaching hereto it shall mean the Insurance Company/ies or Lloyd's Syndicate/s stated as the Insurer in the policy schedule as appropriate to each section of cover.
goods	means the insured Property being types of goods stated in the Schedule that are new unused and of recent manufacture but does not include goods shipped on or above deck unless the goods are in fully enclosed metal Containers or We state otherwise in the Schedule
keyholder	You or any person or keyholding company authorised by You who is available at all times to accept notification of faults or alarm signals relating to the intruder alarm installation and attend and allow access to the premises
keys	any items designed and intended to operate locking mechanisms
landlords fixtures and fittings	sanitary fittings, air conditioning and central heating systems and additional fixtures and fittings which form part of the permanent structure of the building
money	current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the business and belonging to You or for which You are legally responsible
non negotiable money	crossed cheques postal orders money orders bankers drafts national giro drafts and payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card cheque card and debit card sales vouchers and consumer redemption vouchers travel tickets and travel vouchers.
period of insurance	the period stated in the schedule or any other period for which We have agreed to accept and for which You have paid or agreed to pay a premium
personal effects	personal items, clothing, tools and pedal cycles not otherwise insured belonging to directors, partners, employees , customers and visitors
pollution or contamination	pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health
premises	that part of the buildings , situate at the risk address or locations stated in the schedule, occupied by You for the purposes of the business
products	any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by You in connection with the business from the premises and no longer in Your possession or control.
responsible person	You or any person authorised by You to be responsible for the security of the premises
stock	stock and materials in trade and work in progress all pertaining to the business , as shown in the schedule under the short title of Stock being the property of You or held by You in trust or on commission for which You are legally responsible but excluding property more specifically insured
tenant's improvements	tenant's improvements, alterations and decorations, as shown in the schedule under the short title of Tenant's improvements but excluding glass other than that insured by the Property Damage Glass Extension
territorial limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
the insured	the person, persons or company named in the schedule
unattended vehicle	any vehicle left without You or any employee or a responsible adult remaining therein at any time other than whilst the vehicle is being loaded, unloaded or refuelled
unoccupied	empty, vacant, unattended or no longer in use for a period of 30 consecutive days or longer
vehicle	any road vehicle together with its trailer or container
working day of the driver	the period in any day during which a vehicle is being used for purposes in connection with the business
you, your	the insured under this policy

General Conditions

1 **Adjustment**

If the premium for this **policy** or any section or any item thereof has been based wholly or partly on any estimates given by **You** then **You** must keep an accurate record of all the relative particulars and such record must at all times be available for examination by **Us**.

Within three months of the expiry of each **period of insurance** (unless stipulated otherwise in any section) **You** must supply to **Us** such particulars as **We** may require and the premium for such expired period will then be adjusted and the difference shall be paid by or returned to **You** as the case may be subject to the retention by **Us** of any minimum premium under this **policy** or any section thereof.

2 **Basis of claims settlement**

Following loss, destruction or damage insured by Section 1 - Property Damage, Section 8 - Deterioration of Refrigerated Stock, Section 9 - All Risks or Section 11 - Goods in Transit and subject to the adequacy of the sums insured and to the Limits of liability there under **We** will pay in respect of

- a) **stock** - the cost price of replacing the goods at the time of the loss, destruction or damage
- b) deeds, documents and **business** books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
- c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to **You** of the information contained therein
- d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property
- e) directors', partners', **employees**', customers' and visitors' **personal effects** not otherwise insured - the cost of repair or replacement at the time of the loss, destruction or damage after due allowance for wear, tear or depreciation, for an amount not exceeding, in respect of any one person, £500 or such other amount stated by an endorsement in the schedule
- f) rent- the loss of rent payable or rent receivable by **You** for the term of twelve months or such other term stated in the schedule during any period necessary for reinstatement or repair as a result of the **buildings** or any part thereof being rendered uninhabitable due to loss, destruction or damage caused by any of the perils insured by this section provided that **Our** liability for such loss of rent will not exceed such proportion of the sum insured on rent as the period necessary for reinstatement or repair bears to the term of rent insured
- g) all other property including **buildings** – subject to the following Special conditions the cost of reinstatement of the property lost, destroyed or damaged

Definition - for the purposes of Basis of claims settlement sub-paragraph g) only reinstatement means

- a) the rebuilding or replacement of the property lost, destroyed or damaged which provided **Our** liability is not increased may be carried out
 - i) in any manner suitable to **Your** requirements
 - ii) upon another site
 - b) the repair or restoration of property damaged
- in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special conditions

- 1 No payment beyond the amount which would have been payable in the absence of Basis of claims settlement sub-paragraph g) shall be made
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have actually been incurred
 - c) if the property insured at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of **You** which is not upon the same basis of claims settlement.
- 2 **Our** liability for reinstatement of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- 3 All the terms and conditions of the **policy** shall apply:
 - a) in respect of any claim payable under the provisions of this Basis of claims settlement subparagraph except in so far as they are varied hereby
 - b) where claims are payable as if this Basis of claims settlement sub-paragraph had not been incorporated
- 4 General Condition 20 – Underinsurance is deemed to read
If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement of the whole of the property covered by any item subject to this Basis of claims settlement subparagraph exceeds its sum insured at the commencement of any loss, destruction or damage, then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable proportion of the loss
- 5 Where for any reason no payment is to be made on the basis of reinstatement (liability being otherwise admitted) then **Our** liability will be arrived at as if this basis of claims settlement had not been incorporated herein and sub-paragraph g) shall then be deemed to read all other property including **buildings** - in the case of **buildings**, the value of the **buildings** at the time of the loss, destruction or damage, or the amount of such loss, destruction or damage as the case may be, after due allowance for wear, tear or depreciation or at its option replace, reinstate or repair the lost, destroyed or damaged property and in the case of all other property, the cost of repair or replacement at the time of the loss, destruction or damage after due allowance for wear, tear or depreciation.

3 **Cancellation**

You may cancel this **policy** by giving written instructions to Matrix Underwriting Management

- a) within 14 days of issue, returning the **policy** document and schedule and receive a full refund of premium but if there has been an incident which has resulted or could result in a claim, **You** must reimburse **Us** for any amounts **We** have paid or may be required to pay, in respect of that incident
- b) after 14 days of issue and receive pro rata proportional refund of the premium in respect of the unexpired term of this **policy** unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**;
 - i) if the cancellation occurs in the first **period of insurance** a maximum administration charge of 10% of the premium for that **period of insurance** will be deducted from any refund
 - ii) if the cancellation occurs in any subsequent **period of insurance** a maximum administration charge of 5% of the premium for that **period of insurance** will be deducted from any refund.

We may cancel this **policy** or any section by sending a recorded delivery letter to **Your** last known address of giving fourteen days notice. In the event of cancellation by **Us**, **We** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this **policy** unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**. If **You** are paying by monthly instalments **We** may exercise **Our** right to collect the balance of any outstanding premium in the event of a claim.

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

4 **Change in risk**

This **policy** shall cease from the date of the change if

- a) Your interest ceases other than by death or
- b) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued or
- c) any alteration be made either in the **business** or in the **premises** or in any property therein or in any other circumstances which may increase the possibility of loss, destruction, damage or accidental **bodily injury** covered by this **policy**

at any time after the commencement of this insurance unless **We** have agreed in writing to its continuance.

5 **Claims**

It is a **condition precedent** to **Our** liability that on the happening of any event which could result in a claim under this **policy** **You** shall

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

6 **Contracts (Rights of Third Parties) Act 1999**

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

7 **Data Protection Act 1998**

Any information **you** provide to **Us** will be processed by **Us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

You should understand that any information **You** have given **Us** will be processed by **Us** in compliance with the provisions of the Data Protection Act 1998 and any subsequent amendments, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the Data Protection Act 1998 (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in Your **policy**. **You** have a right of access to, and correction of, information that **We** hold about You. If **You** would like to exercise either of these rights, **You** should contact Matrix Underwriting Management Ltd

8 **Death**

In the event of **Your** death **We** will in respect of liability or loss incurred by **You** indemnify **Your** personal representatives in the terms of and subject to the limitations of this **policy**, provided that such personal representatives shall as though they were **You** observe, fulfil and be subject to the terms and conditions of the **policy** as far as they can apply.

9 **Fraudulent Claims and Dishonest Acts**

If **You**, or anyone acting on **Your** behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive **Us** during the course of any claim, **We**:

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

If **We** exercise Our rights under c) above **We**:

- a) shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **Our** liability under this **policy** (for example – if a loss is incurred or **You** make a claim or if **We** are notified of circumstances which may give rise to a claim); and
- b) need not return any premium paid.

10 **Insurance Premium Tax**

The premium will be subject to insurance premium tax as set out in the Finance Act 1994 (or as amended by subsequent legislation) and detailed in the **policy** schedule or renewal notice.

11 **Law applicable**

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

12 **Other insurance**

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

13 **Reasonable care**

It is a **condition precedent** to **Our** liability that **You** shall at **Your** own expense

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

14 **Reinstatement of sum insured**

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

15 **Rights**

In the event of loss, destruction or damage to the property insured **We** will be entitled to enter any building where such loss, destruction or damage has happened and to take and keep possession of such property insured and to deal with the salvage in a reasonable manner and this **policy** shall be proof of leave and licence for such purpose.

No property may be abandoned to **Us**.

16 **Sanctions**

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose **Us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

17 **Security**

It is a **condition precedent** to **Our** liability that **You** shall ensure that all

- a) security devices are put into full and effective operation whenever the **premises** are closed for **business** or left unattended
- b) **keys** and all details of any codes or combinations relating to any part of the intruder alarm installation and any safe or strongroom be removed from the **premises** whenever the **premises** are closed for **business** or left unattended
- c) fire break doors and shutters in the **buildings** be maintained in efficient working order and that the openings protected by such doors and shutters be kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links be kept closed except during **business hours**
- d) security devices shall not be withdrawn, altered or varied without **Our** prior consent

18 **Subjectivity**

The Proposal, any Statement of Fact, the **policy**, the Schedule (including any *Schedule* issued in addition or substitution) and any Endorsements shall be considered as one legal document.

- a) **We** will clearly state in the schedule if the cover provided by the **policy** is subject to **You**
- i) providing **Us** with any additional information requested by the required date(s)
 - ii) completing any actions agreed between **You** and **Us** by the required date(s)
 - iii) allowing **Us** to complete any actions agreed between **You** and **Us**.
- b) If required by **Us** **You** must allow **Us** access to the **premises** and/ or the **business** to carry out survey(s) within 60 days of the inception or renewal date unless **We** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates) **We** may, at **Our** option

- i) modify **Your** premium
- ii) issue a mid-term amendment to **Your policy** or section terms and conditions
- iii) require **You** to make alterations to the **premises** insured by the required date(s)
- iv) exercise **Our** right to cancel the **policy**
- v) leave the **policy** or section terms and conditions and the premium unaltered

Our decision will be notified to **You** and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **You** and/ or any decision by **Us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/ or decisions **We** will consider **Your** comments and where **We** consider appropriate will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction.

In the event that the matter cannot be resolved **We** may exercise **Our** right to cancel this **policy** in accordance with the terms of General Condition 4 Cancellation.

Except where stated all other **policy** and section terms and conditions will continue to apply.

The above conditions do not affect **Our** right to void the **policy** if **We** discover information material to **Our** acceptance of the risk.

19 **Subrogation**

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

20 **Underinsurance**

Each item insured under Section 1 – Property Damage, Section 8 – Deterioration of Refrigerated Stock and Section 9 – All Risks is declared to be subject to this underinsurance condition. If the property insured by such item shall at the commencement of any loss, destruction or damage hereby insured against be collectively of greater value than such sum insured, then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable proportion of the loss.

Whenever this General Condition applies to a claim the provisions of this condition shall precede the application of any **excess** relevant to that claim.

General Exclusions

We will not be liable for

- 1 loss, destruction or damage to any property whatsoever or any loss or expenses or any consequential loss or **bodily injury** or any legal liability of whatsoever nature directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Radio Contamination & Explosive Nuclear Assemblies

nuclear energy or radioactivity of any kind including but not limited to

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

Biological or Chemical materials

any chemical, biological, bio-chemical or electromagnetic weapon

War Invasion act of foreign enemy, hostilities

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

Terrorism

an **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism** (other than in respect of **bodily injury** to an **employee** arising out of and in the course of employment in the **business**). If **We** allege that by reason of this subparagraph any loss, destruction, damage, cost, expense, consequential loss or **bodily injury** is not covered by this **policy** the burden of proving the contrary shall be upon **You**

Pressure waves

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

Confiscation, nationalisation

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

Electronic Data

erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any computer system, or any hardware, program, software, data, information repository, disk, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether **Your** property or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus.

- 2 **Pollution or Contamination** (Not applicable to the Employers, Public, Property Owners and Products Liability Sections)
 - a) loss, destruction or damage to property caused by **pollution or contamination** except (unless otherwise excluded) loss, destruction or damage to the property insured caused by
 - i) **pollution or contamination** which itself results from a contingency hereby insured against (other than by leakage of oil or by **accidental damage** to underground service pipes or cables) which comprises a sudden identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the **period of insurance**
 - ii) any contingency hereby insured against (other than by leakage of oil or by **accidental damage** to underground service pipes or cables) which itself results from **pollution or contamination**
 - b) expenses, fines, penalties, remediation costs or other costs incurred or sustained or imposed on **You** which result from the order of any government agency, Court or an other authority, in connection with any **pollution or contamination** or other environmental impairment including seepage from any cause.
 - c) loss under Section 2 - Business Interruption of this **policy** resulting from **pollution or contamination** but this will not exclude loss resulting from damage at the **premises** to property used by **You** for the purpose of the **business** (unless otherwise excluded) caused by
 - i) **pollution or contamination** at the **premises** which itself results from a contingency hereby insured against (other than by leakage of oil or by **accidental damage** to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the **period of insurance**
 - ii) any contingency hereby insured against (other than by leakage of oil or by **accidental damage** to underground service pipes or cables) which itself results from **pollution or contamination**
 - iii) human infectious or contagious disease

3 loss, destruction or damage

Application of Heat

to property undergoing any process involving the application of heat

Over running, pressure, self heating

to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire

Theft by Your Household

arising from theft or attempted theft where **You** or any director, partner or **employee** of **Yours** or any member of **Your** family or household be concerned as principal or accessory

Ceased to trade, unfurnished

due to theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware

- i) during any period when the **business** has ceased to trade whether the **premises** are unfurnished or otherwise
- ii) whilst the **buildings** are unfurnished or untenanted

Disappearance

due to disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information

4 **Northern Ireland**

loss, destruction or damage or any expense or consequential loss happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss, destruction or damage or any expense or consequential loss by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons. If **We** allege that by reason of this subparagraph any loss, destruction, damage, cost, expense, consequential loss or **bodily injury** is not covered by this **policy** the burden of proving the contrary shall be upon **You**

5. **Mould, Mildew**

any loss damage claim cost expenses or other sum directly or indirectly arising out of or relating to mould mildew fungus spores or other micro-organism of any type nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health regardless whether there is

- a) any physical loss or damage to insured property
- b) any insured peril or cause whether or not contributing concurrently or in any sequence
- c) any one loss occupancy or functionality or
- d) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns.

6. **Asbestos**

any damage, cost or expense or legal liability directly or indirectly caused by arising out of, resulting as a consequence of or related to

- a) the use of
- b) the exposure to
- c) the inclusion in any structure (whether an insured property or not) of
- d) pollution or contamination by
- e) the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale of asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. (This exclusion is not applicable to the Employers, Public, Property owners or Products liability sections of this **policy** which each have their own asbestos related exclusion)

7. **Misuse of the Internet and extra-net**

Liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via **Your** own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.

8. **Electronic cyber liabilities**

Loss or Damage associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:-

- a) the response of a computer to any date or date change or;
- b) the failure of a computer to respond to any date or date change or;
- c) the loss of or denial of access to any data either your own or third party or;
- d) any Loss of or Damage to or change or corruption in data or software on a computer or computer system or;
- e) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.

Section 1 - Employers' Liability

Cover

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

- a) during the **period of insurance**
- b) within the **territorial limits**
- c) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **You** or any director, partner or **employee** of **Yours** normally resident within the **territorial limits** provided such journey or visit is not for the purpose of performing manual work

Additional cover

The cover under this section is extended to include the following

1. **Compensation for court attendance**

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

- a) any director or partner of **Yours** £500
- b) any **employee** £250

2. **Corporate Manslaughter**

We will indemnify **You** and at **Your** request any Director, Partner or Employee against

- a) legal costs and expenses incurred with **Our** prior written consent and
- b) prosecution costs awarded against **You**

in the defence of any criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of indemnity under this section.

Provided that

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

3. **Cross liabilities**

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

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

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

We will not be liable for

- a) fines and penalties of any kind
- b) legal costs and expenses where an indemnity is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission by **You**
- d) more than £250,000 in any one **period of insurance**.

5. **Indemnity to other persons**

We will indemnify at **Your** request

- a) any director, partner or **employee** of **Yours**
- b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with **Your** consent an **employee** is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- e) the owner of plant hired by **You** but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death

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

Provided that

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

Limit of Liability

Our liability in respect of

- a) accidental **bodily injury** to **employees**
- b) all legal costs recoverable from **You** by any claimant
- c) any other costs and expenses of litigation incurred with **Our** written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with **Our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the **policy** arising out of and in the course of employment in the **business** will not exceed the amount stated in the schedule in respect of any one claim against **You** or series of claims against **You** arising out of one cause.

Exclusions

We will not be liable for

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

Special exclusions

We will not be liable under this section in respect of liability arising out of or related to

- 1 any processes or work in connection with any of the following
 - a) the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to **asbestos** or materials or **products** containing **asbestos**, other than to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **employees**, in which case a sub-limit of £5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause
 - b) power stations, nuclear installations or establishments
 - c) refineries, bulk storage or production **premises** in the oil, gas or chemical industries
 - d) offshore installations, oil or gas rigs
Definition - for the purposes of this Special exclusion only
offshore installation means any platform or rig or any aircraft or vessel servicing a platform or rig. - it is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an offshore installation.
 - e) railways or railway installations
 - f) towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
 - g) aircraft, aerospace devices, hovercraft, watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - h) work underground, underwater or airside
 - i) loading or discharging of vessels or other work on ships
 - j) piling or the use of explosives
 - k) any demolition, other than structures not exceeding two stories (plus basement) in height and where such work is incidental to but forms part of a contract undertaken by **You**.

- 2 damages for **bodily injury** unless the action is brought against **You** in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 3 terrorism other than to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **employees** in which case a sub-limit of £5,000,000 shall apply inclusive of all damages costs and expenses payable in respect of any one claim or series of claims against **You**.

Special conditions

- 1 The indemnity granted includes protection to **You** as required by any law relating to compulsory insurance of the employer's legal liability to his **employees** whilst employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.
- 2 **We** may at any time pay to **You** the amount of the Limit of Liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
- 3 If this **policy** or this section is cancelled then any Certificate of Employers' Liability insurance issued by **Us** is deemed to be cancelled at the same time.
4. It is a **condition precedent** to **Our** liability that **You** do not manufacture mine process distribute test remediate remove store dispose sell or use **asbestos** or materials or **products** containing **asbestos**.



Section 2 - Public Liability

Cover

Section 6a - Public Liability

We will indemnify **You** against all amounts which **You** shall become legally liable to pay as damages in respect of

- a) accidental **bodily injury** to any person
- b) accidental loss or destruction of or **accidental damage** to material property
- c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property

happening in connection with the **business** and occurring

- i) during the **period of insurance**
- ii) within the **territorial limits**
- iii) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **You** or any director, partner or **employee** of **Yours** normally resident within the **territorial limits** provided such journey or visit is not for the purpose of performing manual work

excluding any liability arising out of the ownership of any building or land.

Additional cover

The cover under this section is extended to include the following unless stated otherwise

1. **Compensation for court attendance**

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

- a) any director or partner of **Yours** £500
- b) any **employee** £250

2. **Consumer Protection & Food Safety Acts**

We will indemnify **You** and, at **Your** request, any director, partner or **employee** of **Yours** against legal costs and expenses incurred in the defence of any criminal proceedings in respect of a breach of the Consumer Protection Act 1987 or the Food safety Act 1990 committed or alleged to have been committed during the **period of insurance** including legal costs and expenses incurred with **Our** consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a) fines and penalties of any kind
- b) legal costs and expenses where an indemnity is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission by **You**

3. **Contingent motor liability (non-owned vehicles)**

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

Provided that **We** shall not be liable under this extension

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

4. **Corporate Manslaughter**

We will indemnify **You** against

- a) legal costs and expenses incurred with **Our** prior written consent and
- b) prosecution costs awarded against **You** in the defence of any criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death
 - a) happening in connection with the **business** (in respect of Section 6a) or
 - b) arising out of the ownership of the Building and land insured under Section 1 (in respect of Section 6b) during the **period of insurance** and which may be the subject of indemnity under this section.

Provided that

- i) **Our** liability under this extension shall not exceed £2,000,000 during any one **period of insurance**.
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **policy** schedule.

- iii) where **We** have already provided an indemnity in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this extension.
 - iv) **We** agree in writing to the appointment of any solicitor or council who is to act on **Your** behalf prior to their appointment.
5. **Cross liabilities**
Where there is more than one person named as **the insured** in the schedule this section shall apply separately to each named person as if each is insured by a separate **policy**, provided always that **Our** maximum liability in the aggregate for damages to all parties insured shall not exceed the Limit of liability.
6. **Health and Safety at Work etc. Act 1974**
We will indemnify **You** and, at **Your** request, any director, partner or **employee** of **Yours** against legal costs and expenses incurred, with **Our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.
We will not be liable for
- a) fines and penalties of any kind
 - b) legal costs and expenses where an indemnity is provided by any other insurance
 - c) proceedings arising out of any deliberate act or omission by **You**
 - d) more than £250,000 in any one **period of insurance**.
7. **Indemnity to other persons**
We will indemnify at **Your** request
- a) any director, partner or **employee** of **Yours**
 - b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first aid, medical, ambulance, fire or security services
 - c) any director, partner or official for whom with **Your** consent an **employee** is undertaking private work
 - d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
 - e) the owner of plant hired by **You** but only to the extent of the conditions of hire
 - f) any legal representative of any of the above in the event of their death against legal liability in respect of which **You** would have been entitled to indemnity under this **policy** if the claim had been made against **You**.
- Provided that
- i) any person indemnified is not entitled to indemnity under any other insurance
 - ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the **policy** as far as they can apply
 - iii) **We** will retain the sole conduct and control of any claim
 - iv) **Our** maximum liability in the aggregate for damages to **You** and any such persons shall not exceed the Limit of liability.
8. **Leased, hired and rented premises**
In the event of any **premises** being leased, hired or rented to or in the custody of or under **Your** control, Special exclusion 3 relating to such property shall be deemed not to apply.
Provided that **We** will not be liable in respect of
- a) liability assumed by **You** under a contract or under a tenancy or other agreement if such liability would not have attached in the absence of such contract or agreement
 - b) the relevant **excess** as stated in the schedule except in respect of loss, destruction or damage caused by fire or explosion.
9. **Motor Vehicles**
Exclusions 2.b) iii) shall not apply to liability caused by or arising from
- 1. the use of plant as a tool of trade at Your Premises or on any site at which You are working
 - 2. the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
 - 3. Damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that We shall not provide indemnity against liability
 - a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - b) for which indemnity is provided by any other insurance
10. **Wrongful arrest**
We will indemnify **You** in respect of damages, costs and expenses incurred as a result of charges of malicious arrest, **false** imprisonment, malicious prosecution, assault, slander or other actionable wrong being made against **You** arising out of any alleged shop-lifting or other improper conduct by customers or other persons at or from the **premises**.
Provided that
- a) **We** will not be liable in respect of claims made or brought against **You** by any director, partner or **employee** of **Yours** or any member of their families
 - b) **Our** liability shall not exceed £10,000 in any one **period of insurance**.

Limit of liability

Our liability in respect of damages for any occurrence giving rise to any one claim against **You** or series of claims against **You** arising out of one cause will not exceed the amount stated in the schedule.

We will also pay

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

Exclusions

We will not be liable for

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

Special exclusions

We will not be liable in respect of

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

- 6 liability arising from and or caused by any processes or work in connection with any of the following
- a) the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to **asbestos** or materials or **products** containing **asbestos**
 - b) power stations, nuclear installations or establishments
 - c) refineries, bulk storage or production **premises** in the oil, gas or chemical industries
 - d) offshore installations, oil or gas rigs
Definition - for the purposes of this Special exclusion only
offshore installation means any platform or rig or any aircraft or vessel servicing a platform or rig
it is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an offshore installation.
 - e) railways or railway installations
 - f) towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
 - g) work underground, underwater or airside
 - h) loading or discharging of vessels or other work on ships
 - i) piling or the use of explosives
 - j) any demolition, other than structures not exceeding two stories (plus basement) in height and where such work is incidental to but forms part of a contract undertaken by **You**
- 7 **bodily injury** or loss or destruction of or damage to property caused by **products** other than
- a) food or drink for consumption by directors, partners, **employees**, customers or visitors of **Yours**
 - b) trade samples
 - c) the materials used in any plans, deeds, briefs, manuscripts, books, reports or other documents produced and supplied in connection with the **business** from the **premises**
- 8 loss or destruction of or damage to **products** nor the cost of making good or recalling such **products**
- 9 loss or destruction of or damage to that part of any property upon which **You** are or have been working
- 10 **bodily injury**, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health
- 11 liability at law for loss, damage, cost or expense of whatsoever nature directly or indirectly arising out of, contributed by, caused by, resulting from, or in connection with any of the following, or any action taken in controlling, preventing, suppressing, retaliating against or responding to any of the following, regardless of any other cause or event contributing concurrently or in any other sequence of the loss:
- i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government de jure or de facto or martial law; or
 - ii) riots, strikes or civil commotion; or
 - iii) any **act of terrorism**
- If **We** allege that by reason of this Special exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses is not covered by this section the burden of proving the contrary shall be upon **You**
- 12 fines, penalties or liquidated, punitive or exemplary damages
- 13 damages for **bodily injury** or loss or destruction of or damage to property unless the action is brought against **You** in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- 14
- a) damages, direct or consequential, on account of "**bodily injury**", "property damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens or
 - b) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens or
 - c) any obligation or duty to defend any actions on account of "**bodily injury**", "property damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens
- irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring for purposes of this exclusion, "**bodily injury**" shall include mental anguish, mental injury and/or emotional distress
- 15 legal liability arising out of **pollution** except to the extent that **the insured** demonstrates that such **pollution**;
- a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
 - b) was not the direct result of **the insured** failing to take reasonable precautions to prevent such **pollution**
- Provided always that all such **pollution** which arises out of one incident shall be considered for the purposes of this **policy** to have occurred at the time such incident takes place and that **insurers** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance
- 16 the relevant **excess** as stated in the schedule in respect of loss or destruction of or damage to property

Special conditions

- 1 It is a **condition precedent** to **Our** liability that any in respect of any work carried out anywhere away from the **premises**
 - A) no liability shall attach to **Us** arising out of the use of any exposed flame heat devices, hot air guns or soldering irons
 - B) where **We** have agreed to provide cover in respect of blow lamps, blow torches or hot air guns the undernoted precautions shall be complied with
 - a) a suitable **employee** of **Yours** be appointed at each site of operations to be responsible for fire safety for each period of work and to ascertain the location of fire alarms and fire extinguishing appliances installed by the occupier(s)
 - b) specific permission in the form of a hot work permit to commence such work be obtained from a responsible individual at the building or place at which such work is to be undertaken
 - c) the work to be performed only by trained personnel
 - d) the area within 10 metres in which such blow lamps, blow torches or hot air guns are to be used shall first be cleared of loose combustible material and segregated by the use of screens constructed of incombustible materials
 - e) the area on the other side of walls or partitions where work is to be undertaken shall first be inspected to ensure that there be no combustible materials directly or indirectly in danger of ignition
 - f) combustible floors in the segregated area shall be covered with sand or protected by overlapping sheets of incombustible materials
 - g) suitable fire extinguishing appliances shall be available for instant use and in the immediate proximity of any heat work
 - h) blow lamps, blow torches, hot air guns or their gas cylinders shall be filled or changed only in the open and not in the confines of any building
 - i) gas cylinders shall be kept outside the building in or on which the work is being undertaken and stored away from any obvious fire hazard
 - j) blow lamps, blow torches or hot air guns shall be lighted for as short a time as possible before use and extinguished immediately after use
 - k) lighted blow lamps, blow torches or hot air guns shall never be left unattended
 - l) an examination shall be made in and about the area in which such equipment has been used immediately upon completion of any period of work to detect potential sources of fire or explosion and again after one hour of completion of such work to ensure that there is nothing smouldering and that there is no risk of fire.
- 2 It is a **condition precedent** to **Our** liability that the undernoted precautions shall be complied with whenever there be any burning of waste or other materials on **Your** own **premises** or on the **premises** of any other person
 - a) the work shall be in a clear area at a distance of at least 15 metres from any property
 - b) waste or other materials shall be checked to ensure that no explosive substances or pressurised containers are present
 - c) suitable fire extinguishing appliances shall be available for instant use and in the immediate proximity of any fire for controlling or extinguishing the fire
 - d) fires will not be left unattended
 - e) reasonable precautions shall be taken to prevent the escape of smoke or dust in a way which might cause nuisance or danger to persons passing by or to the property of any person
 - f) all fires shall be extinguished at least one hour before leaving the area.
- 3 **We** may at any time pay to **You** the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

Section 3 - Products Liability

Cover

We will indemnify **You** against all amounts which **You** shall become legally liable to pay as damages in respect of

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

Additional cover

The cover under this section is extended to include the following

1. **Compensation for court attendance**

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

- a) any director or partner of **Yours** £500
- b) any **employee** £250

2. **Consumer Protection & Food Safety Acts**

We will indemnify **You** and, at **Your** request, any director, partner or **employee** of **Yours** against legal costs and expenses incurred in the defence of any criminal proceedings in respect of a breach of the Consumer Protection Act 1987 or the Food safety Act 1990 committed or alleged to have been committed during the **period of insurance** including legal costs and expenses incurred with **Our** consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a) fines and penalties of any kind
- b) legal costs and expenses where an indemnity is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission by **You**

3. **Cross liabilities**

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

Limit of liability

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

We will also pay

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

Special exclusions

We will not be liable under this section in respect of

- 1 **bodily injury** to any **employee** arising out of and in the course of his employment by **You** in the **business**
- 2 liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee
 - b) the making up, sale or supply of any drug or medical preparation obtainable on prescription from a medical practitioner
 - c) the making up, sale or supply of cosmetics, toiletries, animal feeds, seeds, fertilisers, insecticides or pesticides unless of proprietary manufacture
 - d) any **products** manufactured, constructed or prepared in accordance with their plan, design, formula or specification failing to perform the function for which they are intended by **You**
- 3 loss or destruction of or damage to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
- 4 liability attaching solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement
- 5 liability arising in the United States of America or in Canada unless **You** did not know or could not reasonably have been expected to know that the **products** would be sold or supplied to or used within these countries or unless **You** have informed **Us** that **products** will be sold or supplied to or used within these countries

- 6 fines, penalties or liquidated, punitive or exemplary damages
- 7 any **products** which with **Your** knowledge are used in the aircraft, space, petro-chemical, gas, off-shore, ship building and repair or nuclear industries
- 8 any **products** which with **Your** knowledge are used in the motor industry other than those not affecting the safety, stability, steering or braking of any vehicle
- 9 **bodily injury**, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health
- 10 liability at law for loss, damage, cost or expense of whatsoever nature directly or indirectly arising out of, contributed by, caused by, resulting from, or in connection with any of the following, or any action taken in controlling, preventing, suppressing, retaliating against or responding to any of the following, regardless of any other cause or event contributing concurrently or in any other sequence of the loss:
- i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government de jure or de facto or martial law; or
 - ii) riots, strikes or civil commotion; or
 - iii) any **act of terrorism**
- If **We** allege that by reason of this Special exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses is not covered by this section the burden of proving the contrary shall be upon **You**
- 11 damages for **bodily injury** or loss or destruction of or damage to property unless the action is brought against **You** in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- 12
- a) damages, direct or consequential, on account of "**bodily injury**", "property damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens or
 - b) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens or
 - c) any obligation or duty to defend any actions on account of "**bodily injury**", "property damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens
- irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring for purposes of this exclusion, "**bodily Injury**" shall include mental anguish, mental injury and/or emotional distress
- 13 legal liability arising out of **pollution** except to the extent that **You** demonstrate that such **pollution**:
- a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
 - b) was not the direct result of **You** failing to take reasonable precautions to prevent such **pollution**
- Provided always that all such **pollution** which arises out of one incident shall be considered for the purposes of this **policy** to have occurred at the time such incident takes place and that **Our** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance
- 14 the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to **asbestos** or materials or **products** containing **asbestos**
- 15 the relevant **excess** as stated in the schedule in respect of loss or destruction of or damage to property

Special condition

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

Appendix 1 - Individual Insurer Claims Procedures

In respect of coverage provided by Lloyd's **Syndicate1991**, claims will be notified to

Woodgate and Clark Ltd

The Red House

King Street

West Malling

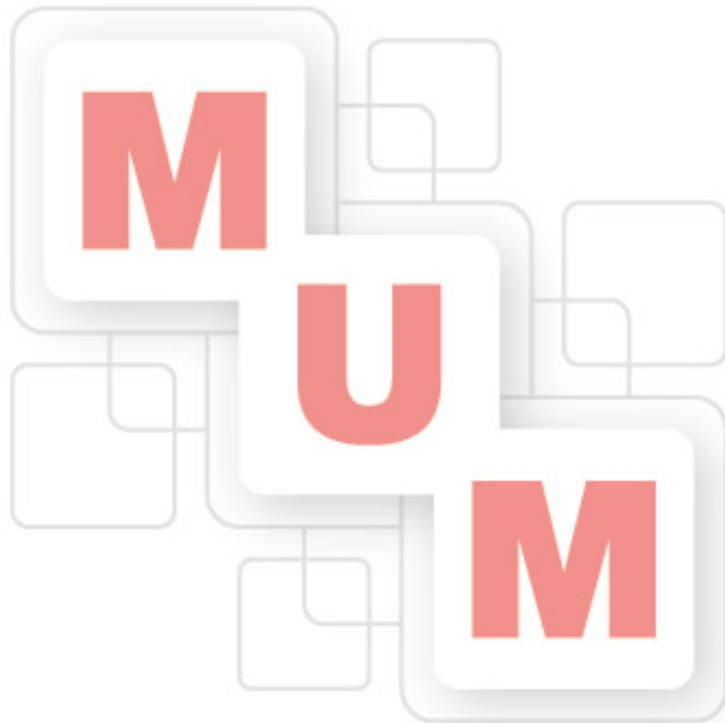
Kent

ME19 6QT.

Tel: 01732 520273

Out of Hours 01732 520270

Email: new.claims@woodgate-clark.co.uk



Appendix 2 Individual Insurer Complaints Procedures

In respect of coverage provided by Lloyd's Syndicate1991:

You can contact **Insurers** using one of the following options:

- a) In writing (letter or email) to the address shown below or
- b) By telephone to the telephone number shown below or
- c) Face to face (should **You** wish to speak to someone face to face please telephone Syndicate1991 at the number shown below and this will be arranged).

The Compliance Officer
Syndicate 1991
4th Floor
71 Fenchurch Street
London
EC3M 4BS
Email: complaints@DTW1991.com
Tel +44 (0)20 7977 0847
Fax +44 (0)20 7283 9872

We will review **Your** complaint and will investigate the circumstances regarding **Your** complaint and write to **You** within fourteen (14) calendar days with a response.

If **You** are not satisfied with the response, or have not received a response from **Insurers** within fourteen (14) calendar days, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Complaints Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN
Email complaints@lloyds.com
Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "How We Will Handle Your Complaint" available at www.lloyds.com/complaints and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: +44 (0)800 0234 567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Please remember that **You** will have to refer **Your** complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Insurers** with written authority to allow **Insurers** to deal with them. Neither **We** nor **Insurers** will not pay their costs.

Financial Services Compensation Scheme (FSCS)

Syndicate 1991 is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that **Insurers** cannot meet their obligations, **You** may be entitled to compensation from this scheme. Further details can be obtained from:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU
Tel 0207 8927 301
Web www.fscs.org.uk