



Optima Trade Plus

Policy Wording

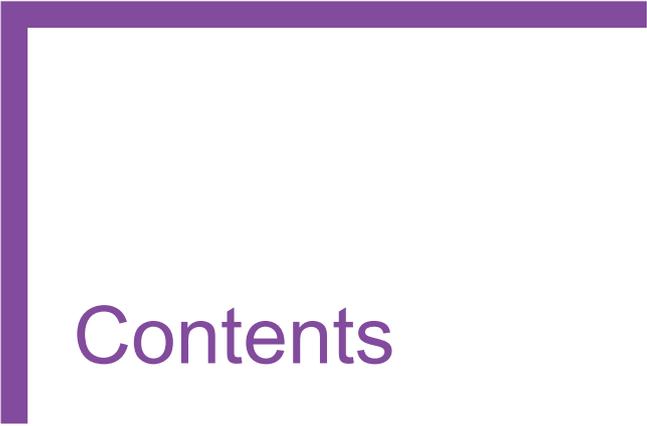
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To make a claim, call 0345 415 0495

Please save this number to your mobile phone





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Your Policy

This Policy is a contract of insurance between **you** and **us** by which **we** agree to cover **you** in respect of the risks set out in the Sections of this Policy shown as insured on the Schedule, subject to the terms, conditions and exclusions of this Policy and in consideration of **you** paying or agreeing to pay the premium.

This Policy is made up of a number of documents which must be read together. **You** should read carefully all documents that **we** have provided and contact **your** agent immediately if this Policy does not meet **your** needs.

This Policy has been signed for and on behalf of **us**.



François-Xavier Boisseau – CEO, Insurance
Ageas Insurance Limited

Important Notice

You have a duty to make a fair presentation of all material facts and circumstances to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this Policy or lead to claims not being paid or being paid in part only.

To assist **your** understanding of which facts and circumstances are material to **us**, here are some key examples:

- **Number of persons working in the business** – the premium charged for this Policy is based on the total number of persons working in the **business**, as declared to **us** by **you**. The maximum number of **employees** permitted under this Policy is 10 in addition to 5 **directors, partners, principals and proprietors**. If the number of workers increases beyond the number shown on the Schedule during the Period of Insurance, **you** must notify **us** within 30 days of such increase or by the renewal date whichever is the earlier. If the total number exceeds the maximum permitted under the Policy however **you** must notify **us** immediately.

If part-time workers are used, it is the number of persons that must be declared to **us**, not their full-time equivalents.

Public and Products Liability Section – the number of persons shown on the Schedule must include all persons working in the **business**, i.e. working proprietors, **partners**, working **directors**, direct **employees**, labour only subcontractors or other self-employed persons for labour only, agency workers, trainees, apprentices, work experience persons or volunteers. If **you** use bona-fide subcontractors, **your** annual payments to them must not exceed 25% of **your** annual turnover and **you** must obtain documentary evidence of their public liability insurance before they commence work on any contract and a record of such evidence must be retained.

Employers' Liability Section – proprietors or **partners** of unincorporated companies do not need to be included in the number shown on the Schedule but working **directors** and all other **employees** i.e. direct **employees**, labour only subcontractors or other self-employed persons for labour only, agency workers, trainees, apprentices, work experience persons or volunteers must be included – please refer to the Policy definition of **employee** for full details. If labour only subcontractors are engaged by the **business**, they must be included regardless of whether or not they hold public liability insurance in their own name. Whenever **employees** are engaged by the **business**, **you** must ensure that employers' liability insurance is in force.

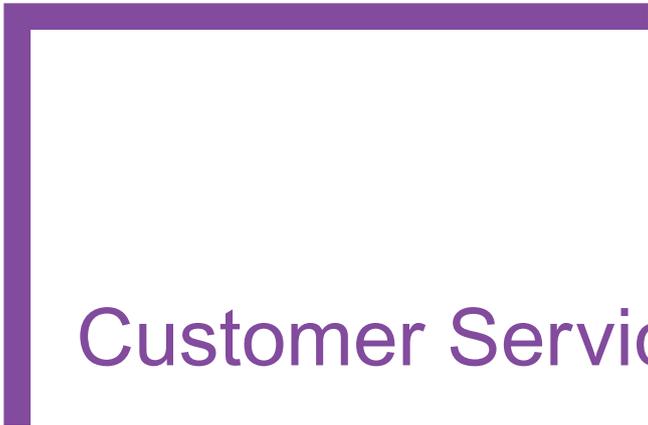
- **Who you are** – the legal entity that owns the **business**
- **Business status** – sole proprietor, partnership, limited liability partnership or a limited company
- **Business Premises** – the type of construction, security protections and also rebuilding or replacement values
- **What you do** – the description of the **business** as shown on the Schedule
- **Personal and business history** – the previous history relating to proprietors, **partners** or **directors** or their **business** that is provided to **us**, e.g. previous bankruptcies, company liquidations, convictions, claims, etc.

Other facts will be shown on the statement of fact. If **you** are in any doubt or require clarification of what must be declared to **us**, **you** should discuss this with **your** agent.

This Policy does not cover maintenance of **your** property. That means **we** will not cover the cost of wear and tear or routine maintenance. **We** expect **you** to properly maintain **your** property, but the cost of this remains **your** responsibility. **You** have a duty to keep **your** property safe, secure and in good repair, and take all practical steps to avoid loss or **damage**

You should also take all reasonable care to prevent accidents, **injury** or disease. In particular **you** should:

- keep all work equipment and **premises** in good and safe condition
- exercise care in the selection and management of employees
- comply with all statutory obligations and regulations.



Customer Service

This insurance is underwritten and administered on behalf of Ageas Insurance Limited by Darwin Clayton (UK) Ltd. In the event of a query on this Policy **you** should contact:

Darwin Clayton (UK) Limited
Darwin House
20 Mount Ephraim Road
Tunbridge Wells
Kent
TN1 1ED

Phone: 01892 511144
Fax: 01892 511455
Email: info@dcuk.co.uk

How to make a claim

If **you** need to make a claim please contact Ageas Insurance Limited claims department on **0345 415 0495**. The line is open 24 hours a day 365 days a year.

Alternatively, **you** can write to them at:

Commercial Claims Department
Ageas Insurance Limited
1 Port Way
Port Solent
Portsmouth
PO6 4TY

The claims handler will take full details of the claim and guide **you** through the next steps. Depending on the value and type of claim, the claims handler may seek help from a loss adjuster. Loss adjusters are independent claims experts who will visit **you** or a third party claimant to assist with the assessment of the claim.

Once **we** have been notified of a claim, **we** will tell **your** agent. The notification letter gives **your** agent the opportunity to become involved in the claim if either **you** or they wish. Once the claim has been settled, a letter is sent to **your** agent confirming settlement and the amounts paid.

Do

- Have details of **your** policy number ready when notifying **us**. **You** can find the policy number on the Schedule.
- Report any incidence of loss of **money**, theft, attempted theft or **damage** by malicious persons to the police immediately. **You** should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
- Carry out temporary repairs to **your** property to prevent further loss. Please retain all invoices for work carried out. Notify **us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **we** are involved, the more opportunity **we** have to resolve the claim to **your** satisfaction. **You** must notify **us** within seven days if the incident relates to **damage** by riot, civil commotion, labour or political disturbances, malicious persons, theft or attempted theft.
- Ensure that any letter or notice received is sent to **us** immediately unanswered and unacknowledged. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**.
- Any **injury** to an **employee** should be reported to **us** regardless of whether a formal claim has been made against **you**. **We** can then decide whether **we** need to investigate and provide advice to **you**.

Don't

- Dispose of any evidence or damaged items – **we** may wish to see them.
- Wait for estimates to be obtained for work to be carried out before notifying **us** of a claim.
- Admit or deny responsibility for any incident involving **injury** to others or **damage** to their **property**.

What we will need

If **your property** is lost, damaged or stolen, to consider the claim **we** will typically need:

- Proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence
- Any available photographs, taken before and after the event, showing the property would be useful
- If **you** are not using **our** replacement service **we** will also need:
 - i at least two estimates for the replacement of lost, damaged or stolen items
 - ii if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the **damage**.

Business and Legal Helpline Services

As an Ageas policyholder with a current policy, **you** are automatically entitled to the following helpline services.

To help **us** to check and improve **our** service standards calls are recorded.

Legal Advice – 0345 122 8931

This helpline is available 24 hours per day, 365 days a year to provide confidential legal advice over the phone on legal problems, under the laws of the countries of **Europe**. Advice covers legal problems affecting **your business**.

UK Tax Advice – 0345 122 8931

This helpline is available between 9.00am and 5.00pm from Monday to Friday to provide confidential advice over the phone on any tax matters affecting the **business** under the laws of England, Scotland, Wales and Northern Ireland.

Redundancy Approval – 0345 322 0176

This service is available between 9.00am and 5.00pm on weekdays (except bank holidays) to provide specialist advice if **you** are planning redundancies. This will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. If **you** opt to use this service a charge will be payable by **you**.

Confidential Counselling Helpline – 0345 122 8934

This helpline is available 24 hours per day, 365 days a year for an **employee** (including family members permanently living with them) needing confidential help and advice, **our** qualified counsellors are available to provide telephone support on any matter that is causing **your employee** upset or anxiety, from personal problems to bereavement.

Business Emergency Assistance – 0345 122 8935

This helpline is available 24 hours per day, 365 days a year to arrange help straight away if an unforeseen emergency causes **damage** to the **premises** or creates a health and safety hazard. **We** will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility, although if the **damage** is insured **you** will be able to make a claim for repair of the **damage**.

Please do not phone any helpline service numbers to report an insurance claim.

The helpline services are provided on **our** behalf but not by **us**. **We** take no responsibility for failure of the helpline which may result from an exceptional event that is beyond the control of **us** and the helpline service provider.

What to do if you have a complaint

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible.

If **your** complaint is about the way this Policy was sold to **you**, please contact **your** agent to report **your** complaint.

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation.

Alternatively, for claims or any other type of complaint, **you** can write to **us** at the address shown below or email **us** through **our** website at www.ageas.co.uk/complaints (please include **your** policy number and claim number if appropriate).

Customer Services Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

We will try to resolve **your** complaint by the end of the third working day. If **we** are unable to do this, **we** will write to **you** within five working days to either:

- tell **you** what **we** have done to resolve the problem;
or
- acknowledge **your** complaint and let **you** know when **you** can expect a full response.

We will also let **you** know who is dealing with the matter.

If **we** haven't been able to resolve **your** complaint within eight weeks, or **you** are not satisfied with the resolution, **you** may be able to refer **your** complaint to the Financial Ombudsman Service. If **you** receive either a summary resolution or a final response letter from **us** and **you** want to contact the Financial Ombudsman Service, **you** will need to do this within six months from the date of **our** final response.

You may refer **your** complaint to the Financial Ombudsman Service if **you** are a:

- business with an annual turnover of less than EUR 2 million and fewer than 10 employees
- charity with an annual turnover of less than £1 million
- trustee of a trust with a net asset value of less than £1 million.

The Financial Ombudsman Service is an independent organisation and will review **your** case. **You** can contact them on telephone number **0800 023 4567**. **You** can also write to them at the address below, however they will only consider **your** complaint once **you** have tried to resolve it with **us**.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

More information can be found at www.financial-ombudsman.org.uk

Following the complaints procedure does not affect **your** rights to take legal proceedings.

Financial Services Compensation Scheme

In the event that Ageas Insurance Limited is unable to meet its liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your business** and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at **www.fscs.org.uk**.

Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **personal information**.

In this notice, **personal information** means any information **we** have about **you** and the other people insured under this policy such as any **director**, officer, **partner** or **employee** of **your business** or any other person connected with **your business**.

Sensitive information

Some of the **personal information** that **we** may ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** may need to use sensitive personal data to provide **you** with quotations, arrange and manage this policy and to provide the services described in this policy (such as dealing with claims).

How we use personal information

We are part of the Ageas group of companies. **We** may share **personal information** with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to www.ageas.co.uk.

We will use **personal information** to arrange and manage this policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** agent. **We** will also use **personal information** to assess **your** insurance application and provide information to credit reference agencies.

We may research, collect and use data about **you** from publicly available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share personal information with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

We will share **personal information** with others:

- if **we** need to do this to manage this policy with **us** including settling claims
- for underwriting purposes, such as assessing **your** application and arranging this policy
- for management information purposes
- to prevent or detect crime, including fraud (see below)
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority) and/or
- if **you** have given **us** permission.

You can ask for further information about **our** use of **personal information**. If **you** require such information, please write to the Data Protection Officer at the address set out below.

Preventing and detecting crime

We may use **personal information** to prevent crime. In order to prevent and detect crime **we** may:

- check **personal information** against **our** own databases;
- share it with fraud prevention agencies. **Your personal information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant **personal information** with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to this policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf

To help **you** manage this policy, subject to answering security questions, **we** will deal with **you** or any **director**, officer, **partner** or **employee** of **your business** or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with this policy or a claim relating to this policy.

Marketing

We may use **personal information** and information about **your** use of **our** products and services to carry out research and analysis.

We will only use **personal information** to market **our** products and services to **you** if **you** agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Further information

You are entitled to receive a copy of any **personal information we** hold about **you**. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **personal information**, please write to:

Data Protection Officer
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

giving **your** name, address and policy number. **We** may charge **you** a small fee for this.

If **we** change the way that **we** use **personal information**, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible by writing to **us** at the address above.

You have the right to complain to the Information Commissioner's Office at any time if **you** object to the way **we** use **your personal information**. For more information please go to www.ico.org.uk.

Finally, the **personal information** that **we** collect from **you** may be transferred to, stored and processed outside of the European Economic Area for the purposes of providing the services described in **your** policy documents. By submitting **your personal information** **you** are agreeing to this taking place. Where **we** do this **we** will take all reasonable steps to adequately protect **your personal information** to the same level as if it had remained in the European Economic Area.

Definitions

The words defined below will have the same meaning wherever they appear in bold within this Policy, the Schedule, the Clauses, the Endorsements and Extensions.

Average

Whenever the Sum Insured is declared subject to **average** if the Sum Insured at the time of **damage** is less than 85% of the total value of the property then **you** shall be **your** own insurer for the difference and shall bear a proportional part of the loss accordingly.

Bodily Injury

Physical injury (other than when directly or indirectly caused by illness or disease) caused solely and directly by accidental means and shall include exposure to the elements.

Business

The **business** shown on the Schedule including:

- a the provision and management for the benefit of **employees** of canteen, social, sports, educational or welfare facilities
- b the provision of fire and security services
- c the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- d the ownership and routine maintenance and repair of the **premises** from which the **business** is conducted
- e the performance of private duties by **employees** for **you** or with **your** consent for any **director** or **partner**.

Business Contents

- a Machinery, plant, trade utensils, tools, implements, fixtures and fittings
 - b Office equipment and machinery
 - c Patterns, models, moulds, plans and designs
 - d Computer records, documents, manuscripts and business books for an amount not exceeding £5000 in respect of any one loss or the **business contents** Sum Insured whichever is the less
 - e Tenants improvements
 - f **Computer equipment** and accessories including **media** and peripherals used in conjunction with such equipment for an amount not exceeding £5000 or the **business contents** Sum Insured whichever is the less
- belonging to **you** or for which **you** are responsible.

Claimants' Costs and Expenses

The costs incurred by someone making a claim against **you** which **you** are legally liable to pay.

Computer Equipment

- a Electronic computer or other data processing or storage equipment

- b Projectors, printers, scanners and other peripheral devices used in conjunction with equipment described in a above
- c Software and programs licensed to **you** and installed on equipment described in a above
- d **Portable computer equipment** used for the purposes of the **business** owned by **you** or for which **you** are responsible.

Consequential Loss

Consequential or indirect losses (that is **damage** or additional expense which happens as a result of or is a side effect of the event for which **you** are insured) this includes but is not limited to:

- a loss of revenue
- b loss of earnings
- c additional travel costs
- d loss assessor fees
- e the cost of preparing a claim
- f compensation for stress and/or inconvenience.

Contract Works

The permanent and temporary works forming part of the **contract** including materials or other goods for incorporation therein whilst:

- a on the **contract** site
- b in transit to or from the **contract** site by road, rail or inland waterway
- c temporarily stored elsewhere than on any **contract** site.

Contract

Any contract or agreement for the performance of work in connection with the **business**

Damage

Loss, damage or destruction

Data

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

Death

Bodily injury which solely and directly results in the death of an **insured person**

Defined Perils

Fire, lightning, explosion, theft or attempted theft, earthquake, aircraft or other aerial devices or articles dropped therefrom riot, civil commotion, labour or political disturbances malicious persons but not damage caused by theft or attempted theft, storm, flood, escape of water from any tank, apparatus or pipe, impact by a road vehicle or animal or any article dropped from a road vehicle.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attack includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Director

A director of **yours** where **you** are a Limited Company

Effective Time

The period shown on the Schedule during which cover is effective.

Employee

Any:

- a person under a contract of service or apprenticeship with **you**
 - b self-employed person labour only, sub-contractor, labour master or person supplied by any of them
 - c person seconded to acquire work experience under a scheme or otherwise
 - d person hired to or borrowed by **you**
 - e voluntary worker
- whilst working for **you** in the course of the **business**.

Europe

The member countries of the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland.

Excess

The amount which will be deducted by **us** from the total agreed amount of each and every claim other than claims relating to **injury** for which there is no excess.

Fees and Expenses

Any professional fees, expenses and other disbursements incurred on **your** behalf with **our** written consent.

Ground Heave

Upward movement of the ground beneath the buildings as a result of the soil expanding

Hacking

Unauthorised access to any computer or other equipment or component or **system** or item which processes, stores, transmits, retrieves or receives **data**, whether owned by **you** or not.

Hazardous Activities

- a flying (including hot-air ballooning, hang gliding and micro-lighting) other than as a fare paying passenger in a licensed passenger aircraft
- b equestrian activities or show jumping
- c hunting or shooting
- d horse riding involving point to point events, eventing, steeple chasing, cross country riding or fox hunting
- e martial arts, boxing, wrestling or judo
- f motor sports, rallies and competitions
- g motor cycling (including motor tri-cycling and quad-cycling) whether as a rider or passenger:
 - i on a public highway unless the **insured person** is wearing a crash helmet and has the appropriate licence to do so
 - ii not on a public highway

- h mountaineering, abseiling or rock climbing requiring use of ropes or ladders
- i organised team football (including American Australian and Association football) ice hockey, hockey, lacrosse, curling, shinty or rugby
- j parachuting, parasailing, or parasailing
- k pot-holing
- l professional sporting activities of any kind
- m speed boating and/or power boating in vessels capable of speeds in excess of 20 knots
- n racing (other than on foot or whilst swimming)
- o rafting, canoeing or kayaking in white-water rapids
- p any form of swimming at a depth of 30 metres or more
- q any form of swimming using breathing apparatus other than a snorkel unless the **insured person** is a qualified diver accompanied by a qualified diver or is unqualified but accompanied by a qualified instructor
- r water-skiing
- s competitive winter sports including skiing of any form, ice-skating and use of sledges, skeletons, snow boards, snow mobiles, bobsleighs, toboggans or luge
- t yachting

Injury

Bodily injury, death, illness or disease

Insured Person

A person included in a group of persons shown on the Schedule under the Personal Accident Section but excluding any temporary **employee**, labour only subcontractor, volunteer or voluntary worker or person undertaking work for **you** under a work experience placement.

Landslip

Downward movement of sloping ground

Loss of Eyes

Irrecoverable loss of sight:

- a in both eyes if an **insured person** is registered as severely sight impaired
- b in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what a person with standard vision would see at 60 feet).

Loss of Limbs

a In the case of a leg or legs:

- i loss by permanent physical severance at or above the ankle or
- ii permanent and total loss of use of an entire foot or leg.

b In the case of an arm or arms:

- i loss by permanent physical severance at or above the wrist
- ii permanent and total loss of use of an entire hand or arm.

Maintenance Period

A period stated in the conditions of a **contract** but not exceeding a period of 12 months.

Media

All forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

Definitions - continued

Money

Coins, bank and currency notes, bankers drafts, postal and money orders, cheques, Giro cheques, bills of exchange, crossed warrants, travellers cheques, unused current postage stamps, holiday with pay stamps, National Insurance Stamps, stamped holiday with pay cards, stamped National Insurance cards, National Savings Certificates, Premium Bonds, luncheon vouchers, credit and debit card sales vouchers, gift tokens, consumer redemption vouchers, trading stamps, telephone cards, travel cards, unexpired units in franking machines and VAT purchases invoices belonging to **you** or for which **you** are responsible and pertaining to the **business**.

Offshore

As from the time when **you**, **your directors**, **partners** or **employees** or any other person or persons for whom **you** may be responsible embark onto a conveyance at the point of final departure to an offshore rig, offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation.

Partner

A partner of **yours** where **you** are a partnership

Permanent Total Disablement

Bodily injury not resulting in **death**, **loss of limbs** or **loss of eyes** which has lasted for at least 12 months and which solely and directly results in the permanent and absolute inability of the **insured person** to attend to any part whatsoever of any occupation or profession.

Polluting or Contaminating or Seeping Substances

Any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms and pathogens and waste including material to be recycled, reconditioned or reclaimed.

Pollution or Contamination

- a All pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b All **injury**, loss or damage to material property directly or indirectly caused by pollution or contamination arising from **polluting or contaminating or seeping substances**.

Portable Computer Equipment

- a Laptops, palmtops and notebooks
- b Personal digital assistants (PDAs)
- c Projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other portable computer equipment
- d Removable satellite navigation systems

Premises

Commercial buildings or private dwelling, house or private flat including all outbuildings and garages and land occupied in full or in part by **you** for the **business** situated as shown on the Schedule.

Principal

Any public authority, government body, company, firm, organisation or person for whom **you** are undertaking a **contract**

Product

Goods or other **property** sold, supplied, delivered, installed, erected, processed, repaired, altered, treated or tested by **you** or on **your** behalf in the course of the **business** and not within **your** custody.

Property

Material property which shall not include **data**

Settlement

Downward movement as a result of the soil being compressed by the weight of the buildings

Stock

Stock and materials in trade, work in progress and finished goods for which **you** are responsible

Subsidence

Downward movement of the ground beneath the buildings and its foundations other than by **settlement**

System

Computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment.

Temporary Total Disablement

Bodily injury not resulting in **death**, **loss of limbs** or **loss of eyes** which solely and directly results in the total and absolute inability of **insured person** to attend to any part whatsoever of any occupation or profession.

Territorial Limits

- a England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- b Any other member country of the European Union
- c Elsewhere in the world (excluding United States of America and Canada) in respect of **injury**, liability or **damage** caused by or arising from non-manual activities of any **director**, **partner** or **employee** normally resident within the territories specified in a of this definition and occurring during any temporary visit made in connection with the **business**.

Terrorism

An act, including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof, of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political, religious, ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public, or any section of the public, in fear.

Tools of Trade

- a Portable hand tools (including power driven portable hand tools) and ladders
- b Office equipment (including **computer equipment** and accessories parts or software)

- c Mobile telephones and vehicular satellite navigation equipment
 - d Photographic equipment including but not limited to cameras and lenses
- the property of **you** or **your employees** or hired in for which **you** and/or **your employees** are responsible under a written contract of hire and used in connection with the **business**.

Unoccupied

Empty or not in use for more than 30 consecutive days

Virus

Computer viruses or worms, Trojan horses, logic bombs or other malware, programming instructions or any set of instructions designed to achieve an unexpected, unauthorised or undesirable effect or operation or otherwise adversely affect computer programs, data files or operations whether involving self replication or not.

We, Us, Our

Ageas Insurance Limited

Your Costs and Expenses

- a Costs and expenses incurred with **our** consent in defending any claim.
- b Costs incurred with **our** consent for solicitors' fees for representation at any coroner's court, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within **Europe**) in respect of any occurrence which may be the subject of indemnity under the Employers' Liability Section or the Public and Products Liability Section.
- c Legal costs incurred with **our** consent for defending a charge of manslaughter or any equivalent charge or a breach of health and safety at work data protection or consumer protection legislation.

You, Your, Yours

The person or persons or corporate body named in the Schedule and includes:

- a the legal personal representatives in the event of **your** death in respect of liability incurred by **you**
- b at **your** request any **director, partner** or **employee**.

General Exclusions

These exclusions apply to the whole Policy. Additional exclusions may apply to individual sections. Please refer to the section wordings for details.

1 Radioactive Contamination

We will not be liable for any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a ionising radiations or radioactive contamination from any nuclear fuel
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

This General Exclusion does not apply to the Employers Liability Section

2 War Risks

We will not be liable for any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

This General Exclusion does not apply to the Employers' Liability Section

3 Government or Public or Local Authority Action

We will not be liable for any **damage** or any cost or expense whatsoever or any **injury** or liability directly or indirectly caused by or contributed to by, or arising from, or occasioned by or happening through or in consequence of confiscation nationalisation or requisition or destruction of or **damage** to any **property** by or under the order of any government or public or local authority.

This General Exclusion does not apply to the Employers' Liability Section

4 Excluded Property and Contingencies

We will not be liable for **damage** to **property** or liability or contingencies more specifically insured by any other Policy or security.

5 Fines or Penalties

We will not be liable for the payment of:

- a fines or penalties
- b punitive exemplary aggravated and multiple damages (these are damages in excess of normal compensation aimed to punish **you**)

6 Fraud

We will not be liable for:

- a **damage** by fraud, forgery or deception
- b theft in which any **director, partner, employee** or any member of **your** family is concerned as principal or accessory.

7 Northern Ireland

We will not be liable for **damage** to any property in Northern Ireland directly or indirectly caused by, contributed to by or arising from:

- a riot or civil commotion
- b labour disturbances or malicious persons except in respect of accidental **damage** caused by fire or explosion.

8 Pollution or Contamination

We will not be liable for **damage** from **pollution or contamination** unless arising in consequence of **damage** caused by or resulting in a **defined peril**.

This General Exclusion does not apply to the Public and Products Liability Section and its Extensions

9 Change in Water Table Level

We will not be liable for **damage** attributable solely to change in the water table level.

10 Consequential Loss or Damage

We will not be liable for **consequential loss** except where specifically included.

11 Terrorism

We will not be liable for liability **injury** or **damage** directly or indirectly caused by, resulting from or in connection with:

- a any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b any action taken in controlling preventing suppressing or in any way relating to any act of **terrorism**

except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees.

In any action suit or other proceedings where **we** allege that by reason of this Exclusion any liability **injury** or **damage** is not covered by this Policy the burden of proving that such liability **injury** or **damage** is shall be upon **you**.

12 Electronic Risks

We will not be liable for any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a **damage** to any **system** or item which processes, stores, transmits, retrieves or receives **data** whether owned by **you** or not and whether tangible or intangible (including any **data** or information or programs or software) where such **damage** is caused by programming or operating error by any person, acts of malicious persons, **virus, hacking, denial of service attack** or failure of any external network
- b the erasure, loss, distortion or corruption of **data** or unauthorised access to or modification of **data** or information on **systems** or other records, programs or software
- c any misinterpretation, use or misuse of **data** or information on **systems** or other records or software
- d unauthorised transmission of **data** to any third party or transmission of any **virus**
- e **damage** to any other property directly or indirectly caused by or arising from **damage** described in a, b, c or d of this exclusion

but this shall not exclude

- i accidental **damage** to insured property or
- ii increased cost of working

which results from a **defined peril** which is not otherwise excluded except for acts of malicious persons which do not involve physical force or violence.

13 Asbestos

We will not be liable for any **damage, injury** or liability directly or indirectly caused by contributed to by or arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided:

- a such activity does not form part of **your** usual **business**
- b the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- c an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers' and public liability insurance in force for limits no less than those stated on **your** own such policies and that such work is not excluded by the contractor's own employers' and public liability policy.

General Conditions

These apply to all Sections of the Policy and all Clauses, Endorsements and Extensions unless otherwise stated.

1 Reasonable Precautions

It is a condition precedent to **our** liability that **you** shall take all reasonable care:

- a for the safety of the property insured
- b to prevent accidents or disease
- c to comply with all statutory obligations and regulations imposed by any authority
- d to prevent the sale or supply of goods which are defective in any way.

2 Payment of Premium

It is a condition precedent to **our** liability that:

- a the Premium will be paid when due otherwise all benefit under this Policy will be forfeited and the Policy will be cancelled from the date when the Premium was due
- b if the Premium for this Policy is paid through **our** credit scheme:
 - i each credit payment shall be made on the due date as required by the repayment schedule of the credit scheme
 - ii in the event of a default through non-compliance with credit scheme Terms and Conditions this Policy will be cancelled from the date of the first default
 - iii in the event of a default in the repayment schedule occurring through circumstances other than a breach of the Terms and Conditions of a credit scheme then this Policy will be suspended for 21 days in order for the default to be remedied. If the default remains unremedied within that time the Policy will be cancelled at the end of that 21 day period.

3 Alteration of Business or Number of Persons Working

It is a condition precedent to **our** liability that **you** will immediately notify **us** in writing of any alteration in the **business** which may increase the risk of **injury** or **damage** including any alteration in the maximum number of persons shown on the Schedule working in the **business**.

4 Risk Improvement Requirements

It is a condition precedent to **our** liability that all Risk Improvement Requirements notified to and agreed by **you** or on **your** behalf shall be complied with and continue to be complied with during the whole currency of this Policy.

5 Payment Of Claims

In the event of a claim being made under this Policy the Premium and Tax for which is paid through **our** credit scheme **we** may avail **ourselves** of the Terms and Conditions of the credit scheme and deduct any sum outstanding from **you** to **us** in respect of the credit facility from any settlement due to **you** from a claim made under this Policy.

6 Claims – Repayment of Excess

You will repay to **us** the amount of any **excess** for which **we** have made payment.

7 Other Insurances

If at the time of any **damage** or **injury** there is any other insurance other than a more specific insurance covering the same property or liability or contingency **we** will not be liable for more than **our** rateable proportion thereof and **you** will declare to **us** the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance.

8 Law Governing the Policy

This Policy will be governed by English Law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

9 Value Added Tax

If **you** are registered for VAT **we** will not pay the VAT element of any **fees and expenses** bills.

10 Your Cancellation Rights

During the first Period of Insurance, **you** have the right to cancel this Policy within 14 days of:

- a receipt of the policy wording and Schedule or
 - b the inception date of this Policy
- whichever is the later, by writing to **us** or alternatively by contacting **your** agent to confirm cancellation. Cancellation will take effect from the date that **we** or **your** agent receive **your** cancellation instructions. Provided no claim has been made and there has been no incident known to **you** prior to cancellation which may give rise to a claim, **you** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **we** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this Policy.

You may cancel this Policy at any other time by writing to **us** or alternatively by contacting **your** agent to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired Period of Insurance provided no claim has been made during the Period of Insurance in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- a there has been an incident known to **you** which may give rise to a claim or
- b the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

11 Our Cancellation Rights

The cover provided by this Policy shall automatically cease from the date that:

- a a liquidator, administrator or insolvency practitioner is appointed to administer the **business**
- b the **business** is permanently discontinued
- c **your** interest ceases other than as a result of **your** death unless **we** agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, **we** also have the right to cancel this Policy at any other time by sending 14 days' notice in writing to **your** last known address.

Reasons for cancellation under this condition may include but are not limited to:

- a a change to the risk which makes it one **we** would not normally accept
- b **you** failing to co-operate with or provide information to **us** which affects **our** ability to underwrite the risk.

You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired Period of Insurance provided no claim has been made during the Period of Insurance in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- a there has been an incident known to **you** which may give rise to a claim, or
- b the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

12 Contracts (Rights Of Third Parties) Act 1999

Except as provided by General Condition 16 Personal Representatives no party to this Policy intends that any term of this Policy should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person persons or corporate body who is not a party to this Policy.

13 Language Applicable to the Policy

The contractual terms and conditions and other information relating to this Policy will be in the English language.

14 Misrepresentation

You must make a fair presentation of the risk to **us**. This means **you** must disclose at inception or variation to this Policy and prior to each renewal every material circumstance which **you** know or ought to know and not make misrepresentations to **us**. If **you** do not make a fair presentation to **us** **we** can:

- a avoid this Policy from inception or renewal if **we** would not have issued it or continued it knowing the true situation
- b avoid a variation to this Policy if **we** would not have accepted it had the true situation been known
- c alter the terms of this Policy from the date the non-disclosure or misrepresentation was made to those **we** would have applied had the true situation been known
- d reduce the payment for a claim
- e cancel this Policy from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

15 Fraud

We will not pay for any claim that is deliberately exaggerated or where **you** or anyone acting for **you** uses, or attempts to use, fraudulent means to obtain benefits under this Policy. If **you** or they do, or attempt to:

- a **we** will cancel this Policy from the date of the fraudulent act
- b **we** will not refund any premiums
- c all benefit under this Policy shall be forfeited.

We may inform the police and fraud prevention agencies of the circumstances.

16 Personal Representatives

In the event of the death of any party entitled to indemnity under this Policy **we** will cover the deceased's personal representatives in respect of legal liability to pay **your costs and expenses, claimants' costs and expenses** and damages previously incurred by the deceased in respect of accidental:

- a **injury** or
- b **damage to property**

provided that:

- i the personal representatives comply with and are subject to the terms and conditions of this Policy to the extent that these can apply
- ii the conduct and control of claims is vested in **us**
- iii where more than one party is entitled to indemnity under this condition **our** total combined liability to all parties will not exceed the applicable limit of indemnity as shown on the Schedule.

Claims Conditions

These conditions apply to the whole Policy unless otherwise stated.

1 Claims Procedure – Your Responsibilities

Failure to comply with these responsibilities will affect the payment of any claim

- a **You** must not negotiate or settle any claims made against **you** by anyone else or admit or deny responsibility for any incident involving **injury** to others or **damage** to their **property** unless **we** agree otherwise in writing.
- b **You** must:
 - i on discovery of any **damage** by theft or attempted theft or by malicious persons give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to **us**
 - ii notify **us** within seven days of any **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft. Any other incident that may give rise to a claim under this Policy must be reported to **us** and full written particulars of the loss supplied as soon as possible after the event at **your** expense
 - iii immediately send **us** unanswered and unacknowledged any letter or notice received alleging that **you** or anyone working for **you** is responsible for causing an **injury** to any person or **damage** to any **property**. **You** must also send **us** unanswered and unacknowledged any written claim writ summons or other document relating to a claim and tell **us** of any pending prosecution coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**
 - iv take immediate action to minimise loss prevent further **damage, injury** or **bodily injury** and avoid interruption of or interference with the **business**
 - v keep all damaged property until **we** give permission to dispose of it
 - vi provide at **your** expense all information and assistance as **we** may reasonably require
 - vii provide if **we** require a statutory declaration of the truth of the claim.

2 Claims Procedure – Our Rights

We shall:

- a be allowed by **you** to enter the **premises** where **damage** has occurred and take and keep possession of any **property** insured
- b not accept any **property** being abandoned to **us**
- c have complete control of any proceedings and the settlement of any claim.

3 Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a negotiate, defend or settle in **your** name and on **your** behalf any claims made against **you**
- b take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this Policy.

4 Contribution

(Not applicable to the Employers' Liability Section and Public and Products Liability Section)

If **you** have any other insurance policies that cover the same **damage** or liability as this Policy **we** will only pay **our** share of any claim.

5 Arbitration

(Not applicable to the Employers' Liability Section and Public and Products Liability Section)

If **we** agree to pay **your** claim but **you** disagree with the amount to be paid such difference shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the Arbitration Act. **You** may not take legal action against **us** over this disagreement until the arbitrators have made their decision.

Public and Products Liability Section

Cover

We will indemnify **you** against all sums which **you** are legally liable to pay as damages and **claimants costs and expenses** arising out of accidental:

- a **injury** to any person
- b **damage to property**
- c obstruction, trespass, nuisance, wrongful arrest or interference with any right of way, light, air or water occurring within the **territorial limits** and resulting directly from the **business** during the Period of Insurance.

We will pay **your costs and expenses** in addition.

Limit of Indemnity

Our maximum liability in respect of all indemnity payable under this Section and Extensions of this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity shown on the Schedule.

Provided that **our** liability for all indemnity payable in respect of or arising out of **products** will not exceed in the aggregate the Public and Products Liability Limit of Indemnity shown on the Schedule in any one Period of Insurance.

Discharge of Liability

We having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to **you** in settlement of **our** liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either:

- a the Public and Products Liability Limit of Indemnity (less any amounts already paid as damages) or
- b such other amount for which the claim or claims may be settled.

We will then relinquish control of and be under no further liability in respect of such claim or claims except for **claimants' costs and expenses** and **your costs and expenses** incurred up to the date of such payment.

Extensions to the Public and Products Liability Section

These Extensions are subject to all other terms Conditions and Exclusions of the Policy.

1 Cross Liabilities

If more than one person is shown on the Schedule as the Insured **we** will indemnify each person as though a separate Policy had been issued to each person and **we** agree to waive all rights of subrogation against any such person.

Provided that **our** total liability in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity shown on the Schedule

2 Defective Premises Act 1972

We will indemnify **you** against liability for **injury** or **damage** arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with premises previously owned by **you** for purposes pertaining to the **business** and since disposed of by **you**.

We will not be liable under this Extension:

- a for **injury** loss or **damage** happening prior to the disposal of the premises
- b for the costs of remedying any defect or alleged defect in the premises disposed of
- c if **you** are entitled to indemnity from any other source.

3 Legal Defence Costs

We will be liable for **your costs and expenses** in respect of the defence of:

- a **you**
- b at **your** request, any **director, partner** or **employee** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:
 - i the Health and Safety at Work etc Act 1974
 - ii the Health and Safety at Work (Northern Ireland) Order 1978
 - iii Part II of the Consumer Protection Act 1987.

Provided that the offence under such legislation:

- a is alleged to have been committed during the Period of Insurance in connection with the **business** within the **territorial limits**
- b relates to the health safety and welfare of any person other than a **director** or **employee**.

We will not be liable under this Extension for:

- a legal costs and expenses where indemnity is provided by any other insurance
- b legal costs and expenses arising out of any deliberate act or omission by **you** or any **director, partner** or **employee**.

Public and Products Liability Section - continued

4 Motor Contingent Liability

We will indemnify **you** against legal liability arising out of the use by any **employee** for the purposes of the **business** of any motor vehicle not belonging to or provided by **you**.

We will not be liable under this Extension in respect of:

- a indemnifying any party other than **you**
- b **damage** to such motor vehicle or to **property** conveyed therein or thereon
- c **injury** or **damage** arising while such vehicle is being driven by **you** or any **partner** or **director**
- d legal liability where indemnity is provided under any other insurance or security
- e **injury** to any **employee**
- f **injury** or **damage** occurring outside any country within the European Union.

5 Leased and Rented Premises

We will indemnify **you** against legal liability for **damage** to **premises** leased, hired or rented to **you** for the purpose of the **business** within the **territorial limits**.

We will not be liable under this Extension in respect of:

- a the first £100 of such **damage** caused other than by fire or explosion
- b liability for **damage** assumed by **you** under a tenancy or other agreement which would not have attached in the absence of such agreement.

6 Contractual Liability

We will indemnify **you** in respect of liability in accordance with the cover provided by this Section assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement provided that full conduct and control of all claims is vested in **us**.

We will not be liable for:

- a **damage** to material **property** against which **you** are required to effect insurance under the terms of clause 21.2.1 of the JCT Standard Form of Building Contract (or any subsequent revision or substitution of clause 21.2.1) or under the terms of any other contract or agreement requiring insurance of a similar kind
- b **damage** to **property** brought on to any site of contract or place of work for the purpose of such contract or work
- c liability arising from **products** supplied under a contract of sale.

7 Mechanical Plant as Tool of Trade

We will indemnify **you** in respect of liability arising out of ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the **territorial limits** but not in respect of any liability:

- a in connection with any watercraft, hovercraft or aircraft
- b if indemnity is provided under any other insurance or security
- c which is required to be insured under any road traffic legislation or is the subject of other security.

8 Indemnity To Principal

We will indemnify any **principal** in respect of the legal liability of such **principal** arising out of work carried out by **you** under a contract or agreement provided that:

- a an indemnity would have been provided under this Policy had the claim been made against **you**

- b the **principal** complies with and is subject to the terms and Conditions of this Policy in so far as they can apply
- c the conduct and control of all claims is vested in **us**.

9 Court Attendance Compensation

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** £500
- b any **employee** £250

10 Data Protection Act 1998

We will indemnify **you** against legal liability to pay damages for damage or distress under the provisions of Section 13 of the Data Protection Act 1998.

Provided that

- a the act or omission from which liability arises is committed during the Period of Insurance in connection with the **business**
- b **you** are correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration which has not been refused or withdrawn.

We will not be liable for:

- i liability arising from:
 - a the processing of data for reward
 - b the determining of the financial status of a person
 - c a deliberate act or omission by **you** or any **director**, **partner** or **employee** from which liability could reasonably be expected by **you** or any **director**, **partner** or **employee** having regard to the nature and circumstances of such act or omission
 - d any agreement which would not have attached in the absence of such agreement
- ii any costs of replacing, reinstating, rectifying, destroying or erasing any data
- iii any amount in excess of the Public and Products Liability Limit of Indemnity shown on the Schedule
- iv liability if indemnity is provided under any other insurance.

11 Overseas Personal Liability

We will indemnify **you** or any **director**, **partner** or **employee** or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental:

- a **injury** to any person
 - b **damage** to property
- occurring during the Period of Insurance within the territories stated in 2 and 3 of the **territorial limits** during temporary visits in connection with the **business**.

Provided that:

- i the conduct and control of all claims is vested in **us**
- ii any person entitled to indemnity under this Extension complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- iii **our** liability will not exceed the Public and Products Liability Limit of Indemnity shown on the Schedule.

We will not be liable:

- i for liability arising from:
 - a any business profession or trade
 - b ownership or occupation of land or buildings
 - c ownership possession or use of
 - firearms (other than sporting guns)
 - mechanically propelled vehicles and anything attached to them
 - craft intended to travel through air or space
 - hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)
 - animals (other than pet domestic animals)
 - d **property** held in trust
 - e **injury to you** or such **director, partner** or family member accompanying them
- ii for liability more specifically insured
- iii for liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

Exclusions to the Public and Products Liability Section

These apply in addition to the other Exclusions in this Section and the General Exclusions.

1 Excluded Locations

We will not be liable for any liability arising from or in connection with any work in or on:

- a towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels or public highways
- b aircraft, hovercraft, airports or airfields railways, watercraft other than hand propelled watercraft, docks or harbours, piers, wharves, breakwaters or sea walls
- c collieries, mines, quarries, chemical works, gas works, oil refineries or bulk storage facilities for gas or oil power stations, wind farms, nuclear installations or establishments.

2 Defective Goods

We will not be liable for the cost of recalling, repairing or replacing materials or goods sold or supplied or of rectifying defective workmanship.

3 Liability Under An Agreement

We will not be liable for liability assumed under any contract or agreement which would not have arisen in the absence of such contract or agreement other than as stated in Extension 6.

4 Design, Advice or Treatment

We will not be liable for liability arising:

- a from the defective design, plan, formula or specification of any **product** if it is given for a fee or if a fee would normally be charged for it
- b out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
- c out of treatment given or administered by **you** or any **director, partner** or **employee** except for any treatments that have been specifically noted as being insured by endorsement to the Schedule
- d from a failure to give advice or treatment or any lack of professional skill
- e from errors in connection with the sale, supply, making up, or prescribing or dispensing of any drug, medicine, medical, cosmetic or toilet preparation.

5 Injury To Employees

We will not be liable for liability for **injury** to any **director, partner** or **employee** where such **injury** arises out of and in the course of employment by **you**.

6 Offshore

We will not be liable for liability arising out of any work undertaken or visit **offshore**.

7 Property In Your Custody

We will not be liable for liability for or arising out of **damage** to property:

- i in the custody or control of or owned by **you** or any **director partner** or **employee**
 - ii being worked on by **you** or on **your** behalf if **damage** is as a direct result of such work
- other than:
- a personal effects of **directors, partners** or **employees**
 - b premises including their contents not owned rented to or leased by **you** but temporarily occupied by **you** for the purpose of carrying out work therein or thereon.

8 Excluded Activities – Gardening Use of Explosives and Crop Spraying

We will not be liable for liability caused by or arising out of:

- a lopping, topping or felling of trees
- b any pruning of trees, shrubs or bushes above 3 metres in height
- c any use of explosives
- d crop spraying.

9 Alarm and Security Installations

We will not be liable for liability arising out of or in consequence of:

- i the failure or partial failure
- ii advice relating to or the design plan or specification of any form of:
 - a alarm system equipment or installation
 - b fire control or extinguishment system or installation
 - c electronically operated shutters or cameras or any other form of electronically controlled security equipment
 - d lock or security device.

10 Vehicles and Craft

We will not be liable for liability arising out of the ownership possession or use of any:

- a mechanically propelled vehicle including anything attached to it:
 - i used in circumstances where insurance or security is required by law
 - ii where indemnity is provided by any other Policy or security
- b watercraft, hovercraft or aircraft.

11 Property Damage Excess

We will not be liable for the first £250 of each and every claim for **damage** to **property**.

12 High Risk Applications

We will not be liable for liability arising from or in connection with any **product** known by **you** or any **director, partner** or **employee** to be used in connection with aircraft, hovercraft, aerial devices, watercraft, drilling platforms or rigs, motor vehicles, railways, railway locomotives or carriages, operational areas of gas, chemical, nuclear, petrochemical or power generation plants or mines.

Public and Products Liability Section - continued

13 Pollution or Contamination

We will not be liable for liability in respect of **pollution or contamination** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance.

Provided that:

- a all **pollution or contamination** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
 - b **our** liability for all damages and claimants costs and expenses payable in respect of all **pollution or contamination** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity shown on the Schedule
- but in no event shall this Policy cover any liability in respect of **pollution or contamination** in the United States of America or Canada.

14 North America

We will not be liable for liability arising from or in connection with any **product** known by **you** or a **director, partner or employee** to be supplied directly or indirectly to the United States of America or any territory within its jurisdiction or Canada.

15 Mould

We will not be liable for liability arising out of mould or toxic mould.

Conditions to the Public and Products Liability Section

These Conditions apply in addition to the General Conditions.

1 Heat Equipment Precautions

It is a condition precedent to **our** liability that the following precautions must be observed on each occasion there is use away from **your premises** of hot air guns, blow lamps, blow torches, welding or flame cutting equipment, grinding wheels, angle grinders, disc cutters or gas space heaters:

- a equipment will be lit as short a time as possible before use and extinguished immediately after use
- b equipment which is lit or switched on must not be left unattended
- c at least one 2 gallon or 9 litre fire extinguisher per item of heat equipment in use must be kept available for immediate use
- d the site must be cleared of moveable combustible materials from within 6 metres of the place of work and all combustible material which cannot be moved must be covered by overlapping sheets of flame proof material
- e a fire safety check of the working area must be carried out immediately after completion of each period of work and again thirty minutes after such period of work ceases.

2 Bitumastic Products Precautions

It is a condition precedent to **our** liability that:

- a bitumastic products are not heated in or on any building
- b vessels for heating bitumastic products are continuously attended whilst heating is taking place.

3 Flammable Solvent Precautions

It is a condition precedent to **our** liability that the following precautions must be observed on each occasion there is use away from **your premises** of solvents or glues with a flashpoint below 23 degrees Centigrade:

- a smoking must not take place
- b no item for the application or supply of heat must be used
- c prior to commencement of work the site of work must be checked by **you** and all naked flames in pilot lights and appliances extinguished
- d adequate ventilation must be maintained at the site of work.

4 Underground Services Precautions

It is a condition precedent to **our** liability that prior to the commencement of any digging or excavation work **you** must take or cause to be taken all reasonable measures to ascertain the position of all pipes, cables and underground services at the site of work (including the use of any telephone enquiry facility for the location of underground services) with their owner or the relevant authority responsible and retain a written record of such measures.

5 Bona Fide Subcontractors

It is a condition precedent to **our** liability in respect of work carried out for **you** or on **your** behalf by any Bona Fide subcontractor that:

- a annual payments to Bona Fide subcontractors do not exceed 25% of **your** annual turnover
- b **you** shall check prior to their appointment that such Bona Fide subcontractor holds current Public Liability insurance appropriate to the work to be carried out
- c in the event of a claim in relation to work carried out by any Bona Fide subcontractor **you** shall provide documentary evidence of the Public Liability insurance held by such Bona Fide subcontractor at the time of their appointment to carry out the work.

Employers' Liability Section

The Employers' Liability Section is operative if shown on the Schedule.

Cover

We will indemnify **you** against all sums which **you** shall become legally liable to pay as damages and **claimants' costs and expenses** in respect of **injury** sustained by any **director** or **employee** arising out of and in the course of employment by **you** within the **territorial limits** and resulting directly from the **business** during the Period of Insurance.

We will also pay for **your costs and expenses**.

Limit of Indemnity

The maximum amount **we** will pay under this Section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause including all compensation, **claimants' costs and expenses** and **your costs and expenses** will not exceed:

- a in respect of an act of **terrorism**, £5,000,000
- b in respect of other claims, the Employers' Liability limit of indemnity shown on the Schedule for this sub-section.

If **we** allege that by reason of the **terrorism** limitation any **injury**, cost or expense is not covered, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this Section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown on the Schedule.

Discharge of Indemnity

We having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay **you** in settlement of **our** liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- a the Employers' Liability Limit of Indemnity (less any amounts already paid or incurred) or
- b such other amount for which the claim or claims may be settled.

We will then relinquish control of and be under no further liability in respect of such claim or claims.

Extensions to the Employers' Liability Section

These Extensions are subject to all other terms Conditions and Exclusions of the Policy.

1 Legal Defence Costs

We will be liable for all costs and expenses in respect of the defence of:

- a **you**
- b at **your** request any **director**, **partner** or **employee** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:
 - i the Health and Safety at Work etc Act 1974
 - ii the Health and Safety at Work (Northern Ireland) Order 1978.

Provided that the offence under such legislation:

- a is alleged to have been committed during the Period of Insurance in connection with the **business** within the **territorial limits**
- b relates to the health safety and welfare of a **director** or **employee**.

We will not be liable under this Extension for:

- i legal costs and expenses where indemnity is provided by any other insurance
- ii legal costs and expenses arising out of any deliberate act or omission by **you** or any **director**, **partner** or **employee**.

2 Indemnity To Principal

We will indemnify any **principal** in respect of the legal liability of such **principal** arising out of work carried out by **you** under a contract or agreement provided that:

- a an indemnity would have been provided under this Policy had the claim been made against **you**
- b the **principal** complies with and is subject to the terms and Conditions of this Policy in so far as they can apply
- c the conduct and control of all claims is vested in **us**.

3 Employees Unsatisfied Damages

If a judgement for damages or costs in respect of **injury** sustained by an **employee** arising out of and in the course of employment or engagement by **you** in connection with the **business** and arising from an accident occurring within the **territorial limits** during the Period of Insurance:

- a is obtained by such **employee** in any Court situate within England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man against any person or corporate body other than **you** domiciled or operating from premises within those territories and

Employers' Liability Section - continued

b remains wholly or partly unsatisfied six months after the date of such judgement
at request **we** will pay to such **employee** the amount of the damages and costs remaining unsatisfied.

Provided that:

- i there is no appeal outstanding
- ii the **employee** has assigned the judgement to **us**.

4 Court Attendance Compensation

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** £500
- b any **employee** £250

Exclusions to the Employers' Liability Section

These apply in addition to the other Exclusions in this Section and the General Exclusions.

1 Passenger Liability

We will not be liable for **injury** sustained by any **director** or **employee** while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation within the **territorial limits**.

2 Offshore

We will not be liable for liability arising out of any work undertaken or visit **offshore**.

3 Excluded Locations

We will not be liable for **injury** arising in connection with work on or in:

- a docks, harbours or railways
- b watercraft or offshore gas or oil installations
- c chemical or petro chemical works oil or gas refineries or storage facilities
- d aircraft, airports or airfields
- e collieries, mines or quarries
- f power stations
- g any installation where nuclear processing is undertaken
- h towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, canals, motorways or tunnels
- i piers, wharves, breakwaters or sea walls.

4 Excluded Activities – Gardening Use of Explosives and Crop Spraying

We will not be liable for liability caused by or arising out of:

- a lopping, topping or felling of trees
- b any pruning of trees, shrubs or bushes above 3 metres in height
- c any use of explosives
- d crop spraying.

Condition to the Employers' Liability Section

This condition applies in addition to the General Conditions.

Employers' Liability Right of Recovery

Where Employers' Liability risks are insured by this Policy the indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees within England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. However **you** will repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

Tools and Transit Section

The Tools and Transit Section is only operative if shown as insured on the Schedule.

Cover

We will indemnify **you** against **damage** occurring within the **territorial limits** during the Period of Insurance to:

- a **tools of trade** provided that **we** shall not be liable for:
 - i more than the total limit per person shown on the Schedule for **tools of trade** in respect of any one occurrence or series of occurrences attributable to one original cause or source
 - ii more than £1500 in respect of any one item insured under this Section
- b **stock** and other goods required for completion of the **contract** belonging to **you** or held by **you** in trust or on commission being carried by **your** motor vehicle(s) for an amount not exceeding the Sum Insured shown on the Schedule in respect of any one occurrence or series of occurrences attributable to one original cause or source.

Extensions to the Tools and Transit Section

These Extensions are subject to all other terms Conditions and Exclusions of the Policy.

1 Alternative Accommodation

If **premises** normally occupied by **you** as the main or sole premises for the purpose of the **business** cannot be occupied by **you** as a direct result of **damage** to such **premises** during the Period of Insurance caused by Fire, Explosion, Storm or Flood **we** will pay the cost of equivalent temporary alternative accommodation for a period of up to 12 months and for an amount not exceeding £500 for each month and £6000 in total.

We will not be liable under this Extension for costs arising from:

- a **damage** caused to gates fences or any moveable property in the open
- b **damage** caused by frost **subsidence**, **ground heave** or **landslip**
- c the first seven days of such alternative accommodation.

Savings

The amount payable by **us** for Alternative Accommodation shall be reduced by all and any charges or expenses to the **business** which cease or reduce in consequence of the **damage** to or unoccupancy of the damaged **premises**.

Private Dwelling Houses

If **you** partly occupy a private dwelling house as the sole or main premises for the purpose of the **business** **we** will

pay only that part or proportion of any cost of Alternative Accommodation which relates to occupation for the purpose of the **business** in the event of **damage**.

Exclusions to the Tools in Transit Section

These apply in addition to the General Exclusions

1 Excess

We will not be liable for:

- a the first £200 for each and every claim in respect of **damage to computer equipment** including accessories, parts or software or photographic equipment
- b the first £100 of each and every claim in respect of **damage** to glass or non-ferrous metals
- c the first £50 of each and every claim in respect of all other **damage**.

2 Excluded Damage

We will not be liable for **damage**:

- a which is not identifiable with a specific event
- b caused by or resulting from:
 - i faults in processing or the insufficiency or unsuitability of packing or preparation
 - ii inherent vice, latent defect, gradual deterioration, wear and tear or frost
 - iii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
 - iv change in temperature, colour, flavour, texture or finish
 - v mechanical or electrical breakdown, failure, breakage or derangement
 - vi disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - vii depreciation, deterioration or contamination unless caused by fire, theft or attempted theft or collision or overturning of the conveying vehicle.

3 Fraud

We will not be liable for **damage** caused by acts of fraud or dishonesty of any person to whom **tools of trade** or **stock** has been entrusted including any collusion.

Tools and Transit Section - continued

4 Theft

We will not be liable for **damage** resulting from theft or attempted theft:

- a from a vehicle owned by **you** or for which **you** are responsible which does not involve entry to or exit from the vehicle by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against the driver or passengers of the vehicle
- b from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against **you**, any **director**, **partner** or **employee** or any other person lawfully present
- c by any **director**, **partner** or **employee**
- d from any garden, yard or open space
- e from an **unoccupied** building
- f of **tools of trade** or **stock** left unattended by **you**, any **director**, **partner** or **employee** unless stored in:
 - i a locked and secure building or
 - ii a vehicle secured in accordance with the conditions precedent to liability of this section.

5 Leakage and Spillage

We will not be liable for **damage** due to leakage, shortage in weight or spilling unless arising from fire, theft or attempted theft or collision or overturning of the conveying vehicle.

6 Dangerous Goods

We will not be liable for **damage** to or from explosives, firearms, ammunition, gases, flammable substances, radioactive materials, corrosives or any toxic or infectious substances.

7 Vehicles

We will not be liable for **damage** to vehicles or mechanically propelled plant (including their accessories), trailers, caravans, railway locomotives, rolling stock, watercraft, hovercraft, aircraft or fork lift trucks.

8 Open Vehicles

We will not be liable for **damage** due to theft or attempted theft from an open or soft-topped or an open or curtain-sided vehicle when left unattended by **you**, any **director**, **partner** or **employee** unless the vehicle has been secured in accordance with Condition 1 – Unattended Vehicles of this section and:

- a the **tools of trade** or **stock** are kept out of sight within the cab section of the vehicle or, where the vehicle is a convertible, the boot or locked glove compartment, or
- b the vehicle is stolen at the same time.

9 Excluded Losses

We will not be liable for **damage** due to any delay, loss of market, strikes, reduction in value or **consequential loss** of any kind.

10 Government or Statutory Authorities

We will not be liable for **damage** due to confiscation, destruction, requisition or detention by order of the government or statutory authority.

11 Courier and Delivery Services

We will not be liable for **damage** to **property** carried by **you** or anyone engaged by **you** for hire or reward.

12 Excluded Property

We will not be liable for **damage** to:

- a antiques, furs, jewellery, precious stones, gold or silver articles, fireworks, **money**, promissory notes, securities, bonds or deeds
- b **computer equipment** (unless included within the definition of **tools of trade**)
- c any **tools of trade** that are hired out by **you** to others
- d **tools of trade** or **stock** more specifically insured.

13 Animals

We will not be liable for loss of or **injury** to animals.

14 Media

We will not be liable for costs incurred by **you** in recreating or reinstating onto any electronic, magnetic or optical tapes, disks or discs for use in any **computer equipment**, **data** that is lost, destroyed or damaged in consequence of **damage**.

15 Single Item Limit

We will not be liable for any one item any amount exceeding the single item limit shown on the Schedule.

Basis of Settlement – Tools and Transit Section

The basis of settlement of any claim in respect of **tools of trade** shall be the full cost of replacement as new which shall be:

- a where a **tools of trade** item is damaged, the repair and restoration of the damaged portion of the **tools of trade** item to a condition substantially the same but not better or more extensive than its condition when new
- b where a **tools of trade** item is lost, destroyed or damaged beyond repair, its replacement by a similar item in a condition equal to but not better or more extensive than its condition when new.

In respect of unsold **stock** or other goods for incorporation in the contract, the amount **we** will pay is the cost of repair or replacement (less a reduction for wear, tear and depreciation) up to the trade market value of the item in a condition equal to but not better or more extensive than its condition immediately prior to the **damage**.

In respect of **stock**, or other goods for incorporation in the contract, sold but not delivered for which **you** are responsible under the terms of a sale contract, which following **damage** is cancelled due to the contract conditions either wholly or to the extent of the **damage**, the settlement of any claim will be based on the contract price.

Maximum Payable

In the event of accidental **damage** to **tools of trade** or **stock**, the maximum amount **we** will pay in total is the limit per person shown on the Schedule multiplied by the total number of persons shown as being insured under this section.

Conditions Precedent to Liability to the Tools in Transit Section

1 Unattended Vehicle

Whenever a vehicle containing **tools of trade** or **stock** is left unattended by **you**, any **director**, **partner** or **employee** it is a condition precedent to **our** liability that:

- a all doors, windows, sunroofs or other openings must be securely shut and
- b all doors to the vehicle or any other lockable openings (including the boot) must be securely locked and
- c any immobiliser and alarm must be set to be fully operational and
- d all keys or electronic devices to lock or unlock the vehicle or to operate any other vehicle security equipment or system must be removed from the vehicle.

2 Overnight Vehicle Security

Whenever a vehicle being used for the transport of **your tools of trade** or **stock** is left unattended by **you**, any **director**, **partner** or **employee** it is a condition precedent to **our** liability that the vehicle is, between 21:00hrs and 06:00hrs, stored in a locked and secure building or a **secure compound** with the vehicle secured in accordance with Condition 1 – Unattended Vehicles of this section.

Property All Risks Section

The cover described below is only operative if shown as insured on the Schedule.

Cover

We will indemnify **you** against **damage** occurring within the **territorial limits** during the Period of Insurance to:

1 Property at the Premises

Stock and **business contents** as shown on the Schedule.

We will not be liable for the **excess** of £100.

2 Property Not at the Premises

- a Computer records, documents, manuscripts and business books.

We will not be liable for:

- i the **excess** of £100
- ii theft or attempted theft unless from a locked building
- iii any amount in excess of 25% of the Sum Insured for **business contents** at the **premises**
- iv **damage** unless **business contents** at the **premises** are insured under 1 – Property at the Premises of this Section
- v **damage** to computer records not included under the Definition of **business contents**.

- b **Business contents** temporarily removed from the **premises** for cleaning renovation or repair.

We will not be liable for:

- i the **excess** of £100
- ii any amount in excess of 25% of the Sum Insured for **business contents** at the **premises**.

- c **Stock** and **business contents** in any building at exhibition premises in which **you** are participating as an exhibitor.

We will not be liable for:

- i the **excess** of £100
- ii any amount in excess of 50% of the Sum Insured for **business contents** at the **premises**
- iii **damage** to **stock** or **business contents** unless such property at the **premises** is insured under 1 – Property at the Premises of this Section
- iv theft from any stand or display whilst left unattended unless the exhibition premises are closed and secure.

Extensions to the Property All Risks Section

These Extensions are subject to all other terms, Conditions and Exclusions of the Policy.

1 Money

We will indemnify **you** for **damage** to **money**:

- a in transit anywhere within the **territorial limits**
- b on the **premises** not in a locked safe or strongroom up to £500
- c on the **premises** in a locked safe or strongroom up to £1000.

We will not be liable for:

- i the **excess** of £100
- ii any amount in excess of £1000
- iii **damage** unless **business contents** at the **premises** are insured under 1 – Property at the Premises of this Section
- iv depreciation, shortages, errors or omissions
- v **damage** arising from theft, fraud or dishonesty of a **director, partner** or **employee** not discovered within seven working days of the event
- vi **damage** due to use of counterfeit **money**
- vii theft or attempted theft of **money** from any:
 - a unattended vehicle
 - b coin operated machine.

2 Designation

Where necessary the Item heading under which any **property** is insured will be determined by the designation under which such **property** appears in **your** books.

3 Workmen

Workmen may be employed to effect repairs, decoration, general maintenance and minor alterations without prejudice to the insurance hereby.

4 Other Interests

The interests of parties supplying property to **you** under a hiring, leasing or similar agreement or lending money for its purchase are noted in the insurance provided by this Section on **business contents** and in the event of any claim hereunder the nature and extent of any such interest will be disclosed to **us**.

Exclusions to the Property All Risks Section

These apply in addition to the other Exclusions in this Section and the General Exclusions.

We will not be liable for:

1 **damage** caused by or consisting of:

- a i faulty or defective designs or materials
- ii inherent vice, latent defect, gradual deterioration, wear and tear or frost
- iii faulty or defective workmanship, operational error or omission or lack of maintenance on the part of **you** or any **director, partner** or **employee**
- iv the bursting of:
 - a any boiler not used for domestic purposes only
 - b any economiser or other vessel, machine or apparatus belonging to or under **your** control in which internal pressure is due to steam only

but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded

- b i corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, mould or toxic mould, marring, scratching, vermin or insects
 - ii change in temperature, colour, flavour, texture or finish
 - iii joint leakage, failure of welds, cracking fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping
 - iv mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
- but this will not exclude:
- a such **damage** which itself results from other **damage** and is not otherwise excluded
 - b subsequent **damage** which itself results from a cause not otherwise excluded.

c theft or attempted theft from:

- i a the buildings or outbuildings
 - b any building not at the **premises** which does not involve entry to or exit from them by forcible and violent means or by actual or threatened assault or violence
 - ii any part of the buildings not occupied by **you** for the purpose of the **business**
 - iii the open
 - iv any vehicle or trailer
 - v any **unoccupied** building
- but this will not exclude:
- a such **damage** which itself results from other **damage** and is not otherwise excluded
 - b subsequent **damage** which itself results from a cause not otherwise excluded
- d i **subsidence, ground heave** or **landslip** unless it results from a **defined peril** other than storm or flood and which is not otherwise excluded
 - ii normal **settlement** or bedding down of new structures
- e disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - f contractors on the **premises** for the purpose of carrying out contract works structural or other substantial alterations or extensions to buildings (including any contract under JCT conditions)

2 **damage** or destruction:

- a by wind, rain, hail, sleet, snow, flood or dust to any moveable property in the open
- b to the **property**:
 - i by fire caused by its undergoing any process involving

the application of heat

- ii resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair but this will not apply to any **damage** caused by a **defined peril** and not otherwise excluded
- c caused by:
 - i freezing
 - ii escape of water from any tank, apparatus or pipe
 - iii malicious persons not acting on behalf of or in connection with any political organisation but this will not apply to any **damage** by fire or explosion which is not otherwise excluded
- in any building which is **unoccupied**

3 **damage** to:

- a vehicles licensed for road use (including accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- b property or structures in the course of construction or erection and materials or supplies in connection with all such property
- c land pavements, piers, jetties, bridges, culverts or excavations
- d livestock, growing crops or trees
- e jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books.

Basis of Settlement — Property All Risks Section

1 In respect of **business contents** we will pay:

- a the cost of reinstatement being where the property is:
 - i lost or destroyed, the cost of its replacement by similar property
 - ii damaged, the cost of repairing or restoring the damaged portionsin either case to a condition substantially the same as but not better or more extensive than its condition when new
- b the cost of removing debris being the cost incurred with **our** consent in removing debris but excluding any costs or expenses:
 - i incurred in removing debris from outside the site of the **premises** at which the **damage** has occurred other than from the area immediately adjacent to that site
 - ii arising from **pollution or contamination** of property not insured by this Section
- c the cost of professional fees incurred in the reinstatement of the property but not for preparing any claim.

Our liability shall not exceed the Sums Insured shown on the Schedule.

Where **damage** occurs to only part of the **property** **our** liability will not exceed the amount which **we** would have been liable to pay had the **property** been wholly destroyed.

2 In respect of computer records, documents, manuscripts and business books **we** will pay:

- a the value of the materials as stationery
 - b for the clerical labour and computer time expended in reproducing such computer records or writing up such documents
 - c the costs incurred in connection with the reproduction of any information to be recorded
- but excluding the value to **you** of the information on or in such computer records, documents, manuscripts and business books and subject to **our** liability not exceeding the limit stated in the definition of **business contents** or the Sum Insured whichever is the less.

Property All Risks Section - continued

3 In respect of **stock** and other insured **property** not specifically provided for we will pay the value of the **property** at the time of the **damage** including the cost of removing debris as defined in the Basis of Settlement 1b.

The undernoted provisions apply.

Contract Price

In respect only of goods sold but not delivered for which **you** are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any **damage** insured either wholly or to the extent of the **damage** **our** liability will be based on the contract price

Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount is the contract price of those goods to which provision 3 applies and the value at the time of **damage** to all other **property**.

General Provision applicable to all terms

Underinsurance

The Sums Insured for **stock** and **business contents** under the Property All Risks section are each separately subject to **average**.

Conditions to the Property All Risks Section

These apply in addition to the General Conditions.

Protective Devices

It is a condition precedent to **our** liability that whenever the **premises** are left unattended the following protective devices are installed and maintained in full and effective working order at the **premises** and are put into actual operation when the **premises** are left unattended.

- a Fire Exit doors must be secured:
 - i by a panic bar with a mechanism to engage a vertical bolt securely at the top and bottom of the door and
 - ii by security bolts at the top and bottom of the door.
- b Single leaf timber doors (other than Fire Exit doors) must be secured by:
 - i a pad bar (with concealed fixings) and a 5 lever closed shackle padlock
 - ii a mortice deadlock that conforms to British Standard 3621 or equivalent and a 7 inch box striking plate.
- c The first closing leaf of any double leaf timber doors (other than Fire Exit doors) must be secured together by:
 - i a pad bar (with concealed fixings) and a 5 lever closed shackle padlock or
 - ii a mortice deadlock that conforms to British Standard 3621 or equivalent and a 7 inch box striking plate.
- d Outward opening single or double leaf timber doors must also be protected by hinge bolts top and bottom.
- e Up and Over garage doors must be protected by a padbar and closed shackle padlock at each side that secures the bottom of the door to the door frame in addition to any existing protections.

- f Roller shutter doors must be protected by either of the following methods:
 - i the operating chain must be attached by a 5 lever closed shackle padlock to a securely fixed wall or door frame mounted metal pin or ring
 - ii a hasp that is welded or bolted to the bottom of the door must be secured by a 5 lever closed shackle padlock to a steel ring or staple that is concreted into or securely bolted to the floor.
- g Aluminium framed sliding doors must be fitted with hook bolts.
- h Opening sections in windows on the ground floor and in other windows that are accessible from roofs, fire escapes or down pipes must be fitted with key operated window locks unless already protected by integral locks, bars or grilles.
- i Louvres in windows on the ground floor and in other windows that are accessible from roofs, fire escapes and down pipes must be permanently fixed in place unless already protected by bars or grilles.

Business Interruption Section

The cover described below is only operative if shown as insured on the Schedule.

Special Definitions

The words defined below will have the same meaning wherever they appear in bold within the Business Interruption Section, the Schedule, the Clauses, the Endorsements and Extensions.

Indemnity Period

The period beginning with the occurrence of the **damage** and ending not later than 12 months thereafter during which the **business** is affected as a result thereof.

Gross Income

The receipts of the **business** from all sources less the cost of goods or materials relative thereto.

Annual Gross Income

The **gross income** during the twelve months immediately before the date of the **damage** to which such adjustments will be made as may be necessary to provide for the trend of the **business** before or after the **damage** which would have affected the **business** had the **damage** not occurred so that the figure thus adjusted represents as nearly as may be reasonably practical the results which would have been obtained during the relative period after the **damage**.

Standard Gross Income

The **gross income** during that period in the twelve months immediately before the date of the **damage** which corresponds with the **indemnity period** to which such adjustments will be made as may be necessary to provide for the trend of the **business** before or after the **damage** which would have affected the **business** had the **damage** not occurred so that the figure thus adjusted represents as nearly as may be reasonably practical the results which would have been obtained during the relative period after the **damage**.

Cover

Provided that **our** liability during any one Period of Insurance shall not exceed the Business Interruption Sum Insured stated in the Schedule.

We will indemnify **you** for:

- a Loss of Gross Income or
- b Additional Cost of Working

for an amount not exceeding the Sum Insured stated in the Schedule if the **business** at the **premises** is interrupted as a result of:

1 Damage at the Premises

Damage at the **premises** to:

- a **business contents** or **stock** insured by the Property All Risks Section
- b the buildings occupied by **you** for the purpose of the **business**.

2 Damage in the Vicinity

Damage to **property** in the vicinity of the **premises** by any cause of loss insured under the Property All Risks Section which prevents or hinders the use of or access to the **premises**.

We will not be liable for any amount in excess of 25% of the Business Interruption Sum Insured

3 Defective Sanitation, Poisoning, Murder, Suicide or Disease

Loss resulting from the interruption of or interference with the **business** as a direct result of:

- a any occurrence of the following diseases, or discovery of an organism which causes the following diseases, at the **premises**:
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever
- b any occurrence of food or drink poisoning attributable to food or drink supplied from the **premises**
- c the discovery of vermin or pests at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
- d any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
- e any occurrence of murder or suicide at the **premises**.

We will not be liable for any amount in excess of 25% of the Business Interruption Sum Insured for any costs incurred in the cleaning repair replacement recall or checking of property.

Business Interruption Section - continued

Exclusions to the Business Interruption Section

We will not indemnify **you** for any loss unless at the time of the **damage** to **property** resulting in interruption or interference with the **business** there is in force an insurance policy covering **your** interest in the **property** for the **damage** and:

- a payment has been made or liability admitted for the **damage**
- b payment would have been made or liability would have been admitted for the **damage** but for the exclusion of losses below a stated amount or percentage in the policy.

Basis of Settlement – Business Interruption Section

The amount payable as indemnity will be

- a in respect of Loss of Gross Income the amount by which the **gross income** during the **indemnity period** will in consequence of the **damage** fall short of the **standard gross income**
- b in respect of Additional Cost of Working the additional expenditure incurred for the sole purpose of avoiding or diminishing the loss of **gross income** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**. When **gross income** is insured **our** liability for Additional Cost of Working shall not exceed the Loss of Gross Income avoided less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** as may cease or be reduced in consequence of the **damage**. Provided that if the Sum Insured on **gross income** be less than the amount of the Annual Gross Income the amount payable will be proportionately reduced.

Conditions to the Business Interruption Section

These apply in addition to the General Conditions.

1 New Business

For the purpose of any claim arising from **damage** occurring before the completion of the first years trading of the **business** at the **premises** such loss will be ascertained by applying the **gross income** earned during the period between the commencement of the **business** at the **premises** and the date of the event to the amount by which the **gross income** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **gross income** realised during the period between the commencement of the **business** and the date of such event.

2 Alternative Trading

If during the **indemnity period** the **business** is conducted elsewhere than at the **premises** the **gross income** for such **business** will be brought into account in arriving at the **gross income** during the **indemnity period**.

3 Professional Accountants/Auditors Charges

We will indemnify **you** under this Section for the charges payable by **you** to **your** professional accountants/auditors for certifying any particulars or details or any other proofs, information or evidence as may be required by **us** under the terms of this Section and reporting that such particulars or details are in accordance with **your** books of account or other business books or documents provided that the sum of the amount payable for such charges and the amount otherwise payable under this Section will not exceed the Sum Insured shown on the Schedule.

Contract Works and Plant Section

The cover described below is only operative if shown as insured on the Schedule.

Cover

We will indemnify **you** by payment or at **our** option by reinstatement or repair for **damage** occurring within England, Scotland, Wales and Northern Ireland, Channel Islands or the Isle of Man to:

- 1 the **contract works**
- 2 constructional plant equipment, machinery and site huts other than **tools of trade** in connection with the **business** whilst:
 - a on a **contract** site
 - b in transit to or from a **contract** site by road, rail or inland waterway
 - c at **your own premises** in a securely locked compound, garage or building
 - d elsewhere in respect of constructional plant equipment and machinery which is undergoing maintenance or repair
- 3 Hired in Plant for which liability has been assumed under indemnity clauses incorporated in plant hiring agreements entered into by **you** whilst:
 - a on a **contract** site by road, rail or inland waterway
 - b at **your own premises** in a securely locked compound, garage or building
 - c elsewhere in respect of constructional plant equipment and machinery which is undergoing maintenance or repair.

Provided that:

- 1 **our** liability for all **damage** arising out of any one occurrence or series of occurrences attributable to one original cause or source shall not exceed the Sum Insured in respect of each item of Property Insured shown on the Schedule
- 2 the Sum Insured for:
 - a **contract works**
 - b Own Plant
 - c Hired in Plantmeans the aggregate total value at risk at all **contract** sites at any one time
- 3 the Sums Insured for **contract works**, Own Plant and Hired in Plant are each subject to **average**.

Extensions to the Contract Works and Plant Section

The indemnity provided by this Policy shall extend as below subject to all the terms Conditions and Exclusions of this Section and of the Policy.

- 1 The interest of **your principal** solely to the extent required by the conditions of the **contract** in force between **you** and the **principal** provided that the **principal** complies with and is subject to the terms and Conditions and Exclusions of this Policy in so far as they can apply.
- 2 Payment of the costs and expenses incurred by **you** with **our** consent for the:
 - a removal of debris
 - b dismantling and/or demolishing
 - c shoring up or proppingof any damaged **property** forming the basis of a claim under this Section of the Policy.
- 3 Payment of architects, surveyors, consultants and other professional fees necessarily incurred by **you** in the reinstatement of the **property** consequent upon its **damage** but not for preparing any claim provided that the amount payable for such fees shall not exceed:
 - a the amount authorised under the scale or schedule of charges of the appropriate body or institute
 - b 10% of the Sum Insured shown on the Schedule in respect of the **contract works**.
- 4 **Damage** to deeds plans drawings specification and files provided that **our** liability shall be restricted to the value of the materials as stationery together with the cost of clerical labour involved in rewriting and not for the value to **you** of the information contained therein.
- 5 In the event of an increase in the value of any **contract** an automatic increase in the Sum Insured in respect of the **contract works** for such **contract** provided that the amount of such increase shall not exceed 15% of the Sum Insured shown on the Schedule in respect of the **contract works**.
- 6 Payment of legal costs and expenses incurred with **our** written consent in respect of any claim relating to **damage** to Hired in Plant which may be the subject of indemnity under this Policy.
- 7 Legal liability assumed by **you** under indemnity clauses incorporated in plant hiring agreements for payment of continuing hire charges for a period not exceeding 60 days following **damage** to Hired in Plant for which a claim has been accepted by **us** under this Section. Provided that **we** shall not be liable for hire charges in respect of the first 48 hours that the plant is out of commission following **damage**.

Exclusions to the Contract Works and Plant Section

These apply in addition to the General Exclusions.

We will not be liable for:

- 1 **damage** to any:
 - a watercraft exceeding 8 metres in length, aircraft or hovercraft
 - b mechanically propelled vehicle or plant (including anything attached to such vehicle or plant)
 - i used in circumstances where compulsory insurance or security is required by any road traffic legislation
 - ii where indemnity is provided by any other Policy or security
- 2 **damage** to tyres unless the vehicle or plant is damaged at the same time
- 3 any amount in excess of the Sums Insured shown on the Schedule to this Policy
- 4 **damage** for which **you** are relieved of the responsibility by the conditions of the **contract**
- 5 the cost of repair, replacement or reinstatement of any part of the **contract works** which is defective in design, plan, specification, materials or workmanship. This exclusion shall not apply in respect of the remainder of the **contract works** which is free of such defect but is unintentionally damaged as a consequence of such defect
- 6 **damage** due to:
 - a wear and tear, wet or dry rot, mildew, rust, corrosion, insects, vermin, erosion, depreciation, gradual or other deterioration or obsolescence
 - b scratching or chipping of surfaces
 - c hardening or setting of materials due to delay in their use or application unless such delay unavoidably results from **damage** otherwise insured under this Section
 - d latent defect or inherent vice
 - e cessation of work whether total or partial
 - f the use or occupation by the **principal** of any portion of the **contract works** which has been delivered up to the **principal**
- 7 **damage** arising from or caused by:
 - a mechanical or electrical breakdown or derangement other than that resulting from **your** negligence for which **you** are responsible under the terms of a hiring agreement
 - b any wilful act and/or wilful neglect by **you** or any **director, partner or employee**
- 8 **damage** to cash, bank notes, cheques, postal orders, money orders, stamps or securities
- 9 loss of **property** discovered only at the time of taking an inventory unless such loss can be traced to an occurrence notified to **us** within the terms of the Claims Conditions of this Policy
- 10 **damage** to the **contract works** or any party thereof:
 - a in respect of which a Certificate of Completion has been issued or
 - b which has been completed and delivered up to the **principal** or
- c which has been taken into use, service or occupation with **your** permission for any purpose other than the performance of the **contract** unless such **damage**:
 - i occurs during the **maintenance period** from a cause arising prior to commencement of the **maintenance period**
 - ii is caused by **you** in the course of fulfilling **your** obligations during the **maintenance period** in accordance with the conditions of the **contract**
 - iii occurs during a period not exceeding 14 days after the issue of a Certificate of Completion but only to the extent that **you** may be responsible under the conditions of the **contract**
- 11 **damage** to any:
 - a plant which is in transit other than by road, rail or inland waterway
 - b tower cranes
- 12 **damage** arising from or caused by any work on bridges, viaducts, subways, tunnels, motorways, dams or nuclear installations
- 13 **damage** arising from or caused by any work in under or over water or adjoining or adjacent to rivers, lakes, reservoirs, dams or tidal waters or within cofferdams or caissons
- 14 **damage** to any **property**:
 - a forming part or any structure
 - b which has formed part of any structure prior to the commencement of the **contract works**
- 15 an **excess** of £500 in respect of each and every claim resulting from theft, attempted theft or malicious damage and £250 in respect of any other claim.

Personal Accident Section

The cover described below is only insured if shown as insured on the Schedule.

Cover

If an **insured person** sustains **bodily injury** during the Period of Insurance and in the **effective time** which independently of any other cause within twenty four months results in **death, loss of limbs, loss of eyes, permanent total disablement or temporary total disablement** we will pay **you** the appropriate Benefits shown below.

Benefits	
Item	One Unit of Benefit
1 Death	£10,000
2 Loss of limbs	£10,000
3 Loss of eyes	£10,000
4 Permanent total disablement	£10,000
5 Temporary total disablement	£50 per week (payable for a maximum of 104 weeks)
<p>We will also pay hospitalisation benefit of £30 for each full day that the insured person is hospitalised in the territorial limits as a result of bodily injury.</p>	

Exclusions to the Personal Accident Section

These apply in addition to the General Exclusions.

We will not pay:

- a as a result of an **insured person** engaging in **hazardous activities**
- b for any defect, infirmity, medical condition or chronic or recurring illness for which the **insured person** has received medical treatment in the last 12 months prior to **death, loss of limbs or loss of eyes**
- c for more than one of Items 1-4 of the Benefits in respect of the same **bodily injury**
- d in respect of Item 5 of the Benefits:
 - i for the first 14 days
 - ii unless the **insured person** is in gainful employment
 - iii exceeding 75% of the **insured person's** earnings
 - iv immediately the **insured person** becomes entitled to any of the Benefits 1-4
- e if the **death** or **bodily injury** was directly or indirectly

- caused by or contributed to by the **insured person**:
- i being under the influence or effect of alcohol or drugs (other than those prescribed by a medical practitioner)
 - ii being addicted to drugs
 - iii committing a criminal act
 - iv committing or attempting to commit suicide or intentionally inflicting self-injury
 - v participating in active service in any armed forces of any nation
 - vi suffering from a muscular or skeletal condition or **injury** unless caused directly by external sudden violent and visible means during the Period of Insurance and not aggravated by any previous muscular or skeletal condition or injury
 - vii contracting any sexually transmitted disease
- f interest to any benefit payable to **you**
- g benefit of sickness or disease or any naturally occurring condition, degenerative process or gradually operating cause.

Conditions to the Personal Accident Section

These apply in addition to the General Conditions.

1 Aggregate Limit

In the event of **bodily injury** sustained by two or more **insured persons** in the same accident **we** will not be liable for any amount in **excess** of £500,000.

If the total of the amounts otherwise payable exceeds the Aggregate Limit of Indemnity the Benefit payable for each **insured person** will be proportionately reduced.

2 Disappearance

In the event of the disappearance of an **insured person** during the period of insurance if they are entered onto the Register of Presumed Deaths and it is reasonable to believe that **death** occurred as a result of **bodily injury** Benefit 1 shall be payable but if after payment has been made the **insured person** is subsequently found to be living such payment will be refunded to **us**.

3 Payment of Benefit

- a No payment in respect of Items 1-4 of the Benefits will be made until the total amount due in respect of any one injury has been ascertained
- b No Benefit payable will carry interest

Personal Accident Section - continued

4 Claims Proof

Where a claim is made under this Section **you** will at **your** own expense provide to **us** all certificates and information as **we** may reasonably require.

Where **we** require a medical examination of an **insured person we** will do so at **our** expense.

If the requirement for documents or attendance at examinations at **our** request is not complied with, **we** will stop all payments under this Section and rights to benefit will be forfeited until the requested documentation is provided in its entirety or such person submits to examination within 30 days of being asked or a longer period mutually agreed by **you** and **us**.

Where a claim is made for Benefit 1 Death **we** may, at **our** expense, require a post mortem.

To make a claim, call 0345 415 0495
Please save this number to your mobile phone

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