

# bibu

the horticultural insurance scheme



your policy wording

## INTRODUCTION

Wherever words appear in **bold** type in this **certificate**, **schedule** or any **endorsement** relating to this **certificate**, other than in titles and paragraph headings, they will have the meanings shown in the General Definitions Section of this **certificate** unless otherwise shown in a particular **certificate** Section. Any Section stated to be “not insured” in the **schedule** is not covered.

### The Contract of Insurance

This Horticultural Insurance document, **schedule** and any other **endorsement** applying to this insurance form **Your certificate** of insurance.

This document sets out the conditions of the contract of insurance between **You** and **us** as underwritten on **our** behalf by BIBU. **You** should keep it in safe place.

**Please read the whole document carefully.** It is arranged in different Sections. It is important that:

- ◆ **You** are clear which Sections **You** have requested and want to be included;
- ◆ **You** understand what each Section covers and does not cover;
- ◆ **You** understand **Your** own duties under each Section and under the insurance as a whole, especially the conditions which **You** have to fulfil to ensure **Your** insurance remains valid and what **You** have to do when making a claim.

Please contact **Your Broker** immediately if this document is not correct or if **You** would like to ask any questions.

If this **certificate** does not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your Broker** at **Your** earliest opportunity.

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## IMPORTANT INFORMATION

### Things You need to do

**You** must comply with the conditions of this **certificate** as a whole, but especially the following which require **You** to take or not take certain actions. If **You** fail to do so, **we** may not pay **Your** claim, or any payment could be reduced.

**You** must comply with:

- “Condition 3” of “Section 2 - EMPLOYERS’ LIABILITY” on page 21;
- “Condition 3” of “Section 3 - PUBLIC and PRODUCTS LIABILITY” on page 30;
- “Condition 9” of “Section 8 - PERSONAL ACCIDENT (Individual)” on page 46
- the “Maintenance Clause” Condition under “Section 12- DETERIORATION of FROZEN FOOD” on page 54;
- “GENERAL CONDITIONS” 2, 3, and 4 commencing on page 65.

There are other things **You** need to do if **You** need to make a claim or notify an incident which could give rise to a claim. Please see “How to make a claim” on page 5

### Information You have to provide to us

**You** have a duty to make a fair presentation of the risk which **You** wish to insure. This applies prior to the start of **Your certificate**, if any variation is required during the **period of insurance** and prior to each renewal. Please refer to general condition 6 (Fair presentation of risk ) on page 66 of this document for full details.

### How to amend this insurance

If **You** become aware that information **You** have given is inaccurate, **You** must inform **Your Broker** as soon as reasonably practicable. If **You** need to change the information **You** have given because a mistake has been made or if that information changes at any time please contact **Your Broker** as soon as reasonably practicable on becoming aware of that mistake or change.

REMEMBER - failure to notify of changes may affect any claim **You** make.

When **You** make a change to **Your certificate** or tell about a change to the information **You** have given, or **Your Broker** will write to **You** if **we**:

- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

### Renewal of this insurance

When **Your certificate** is due for renewal will write to **Your Broker** at least twenty-one (21) days before the **period of insurance** ends with full details of **Your** next year’s premium and **certificate** terms and conditions. If **You** do not want to renew this **certificate**, please contact **Your Broker**. Occasionally, **we** may not be able to offer to renew **Your certificate**. If this happens, will write to **Your Broker** at least twenty-one (21) days before the expiry of **Your certificate** to allow enough time for **You** to make alternative insurance arrangements.

## OTHER IMPORTANT INFORMATION

### Communication

Any term or condition of this **certificate** requiring **You** to give notification or information to us is deemed to have been satisfied if notice is given to us via **Your** insurance **Broker**.

### How to cancel this insurance

Please refer to general condition 5 (Cancellation) on page 68 of this document for full details.

### Cancellation – instalment payments

If **You** pay **Your** premium by direct debit and there is any default in payment, will contact **You** to request payment by a given date. If payment is still not received by this date, **we** may then cancel this insurance. No refund or credit of premium will be due when cancellation takes place in these circumstances.

### Return of premium

If **You** have made a claim or there has been an incident which could give rise to a claim **we** will not return any premium.

If this insurance or any individual Section is cancelled then, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **we** will return a proportion of the applicable premium stated in the **schedule** less a deduction for the time for which **You** have been covered. This will be calculated on a proportional basis (for example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual premium).

However, if the premium at the commencement of the **period of insurance** has been calculated on any estimates provided by **You** it will be adjusted in accordance with "GENERAL CONDITIONS – 1. Adjustment of premium" before calculating the return of premium. Where the premium payable for any Section or Sections of this **certificate** is stated in the **schedule** as being a "minimum" or "minimum and deposit", which **You** agreed to pay for this insurance, the return premium payable to **You** for that Section or those Sections will be calculated by reference to the "minimum" or "minimum and deposit" stated in the **schedule** less a deduction for the time for which **You** have been covered.

### How to make a claim

Things **You** must do

**You** must comply with the following conditions and also the "CLAIMS CONDITIONS" (commencing on page 59) as a whole. If **You** fail to do so, **we** may not pay **Your** claim, or any payment could be reduced. **You** must:

1. if **You** need to make a claim or notify an incident which could give rise to a claim please notify us in accordance with "CLAIMS CONDITIONS – on page 59
2. Notification of claims" on page 62 of this **certificate** (also shown under "How to make a claim" on **Your schedule**).
3. follow the applicable " Claims procedure", commencing on page 59 of this **certificate**.
4. provide any other information **we** may reasonably require.
5. not admit liability in accordance with sub-paragraphs 6. and 15. of "CLAIMS CONDITIONS - 2 Claims procedure".
6. take all reasonable care to limit any loss, **damage** or injury.

## **continuation of OTHER IMPORTANT INFORMATION**

### **Defence of claims against You**

**We** may, at our discretion, defend claims in accordance with sub-paragraph 8. of “CLAIMS CONDITIONS – on page 59.

To help us settle **Your** claim

In accordance with “CLAIMS CONDITIONS commencing on page 59, other than in respect of claims under “Section 2- EMPLOYERS’ LIABILITY”, “Section 3- PUBLIC and PRODUCTS LIABILITY” and “Prosecution Defence Costs Extension”, it is **Your** responsibility to prove any loss and therefore **we** may ask **You** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may reasonably require to help with **Your** claim.

### **Our Regulator**

This **certificate** is Administered by BIBU on behalf of AXA Insurance UK plc

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AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202312. Registered at 20 Gracechurch Street, London, EC3V 0BG

### **Our Promise of Service**

**We** aim to provide all customers with a first class standard of service. Should **You** be unhappy with this service or have any cause for dissatisfaction **You** should first contact **Your Broker** or BIBU (whose full address appears on the back of this document and on **Your schedule**) who issued this **certificate**. Please be ready to quote **Your certificate** number where this is available.

If **You** are unable to resolve the matter and want to make a formal complaint, **You** can do so at any time as follows:-

### **How to make a complaint**

BIBU aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times BIBU are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your certificate** or the handling of a claim **You** should, in the first instance, contact or the **Broker** where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights.

Please contact BIBU using one of the following methods

:

Post: BIBU The Hamlet, Hornbeam Park, Harrogate, HG2 8RE

Telephone: 0344 346 0251

Email: [uw@bibinsurance.co.uk](mailto:uw@bibinsurance.co.uk)

Website: [www.bibinsurance.co.uk](http://www.bibinsurance.co.uk)

## continuation of OTHER IMPORTANT INFORMATION

If **You** remain dissatisfied after BIBU has considered **Your** complaint, or if **You** have not received a written final response within eight weeks from the date of **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

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

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

### Compensation (Financial Services Compensation Scheme)

BIBU and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FCSC) If **We** are unable to meet Our obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

### Privacy Notice

#### Information we process

**You** should understand that information **You** provide, have provided and may provide in future will be processed by **Us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

#### Information containing personal and sensitive personal information

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title. In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

#### Collecting electronic information

If **You** contact **Us** via an electronic method, **we** may record **Your** Internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

#### How we use Your information

**Your** personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

Who **we** share **Your** information with

**We** may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

## continuation of OTHER IMPORTANT INFORMATION

**We** may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within Our Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

**We** will not disclose **Your** personal and/or sensitive personal information to anyone outside Our Group of companies except:

- where **we** have **Your** permission;
- where **we** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **we** may transfer rights and obligations under the insurance.

### Why it is necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or **property damage**;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **we** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

### The transferring of information outside the European Economic Area

In providing insurance services, **we** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **we** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

### Access to Your information

**You** have a right to know what personal and/or sensitive personal information **we** hold about **You**. If **You** would like to know what information **we** hold, please contact the Data Protection Officer at the address listed within this notice, stating the reason for **Your** enquiry. **we** may write back requesting **You** to confirm **Your** identity, **we** may also charge a fee of £10 for processing **Your** enquiry.

If **we** do hold information about **You**, **we** will:

- give **You** a description of it;
- tell **You** why **we** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting our Data Privacy Officer.

### Providing consent to process Your information

By providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being Used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply us with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other person.

**You should understand that if You do not consent** to the processing of **Your** information or **You** withdraw consent, **we** may be unable to provide **You** with insurance services.

## continuation of OTHER IMPORTANT INFORMATION

### Contacting us

If **You** have any questions relating to the processing of **Your** information, please write to us via:- BIBU, The Hamlet, Hornbeam Park, Harrogate, HG2 8RE

### Employers' Liability Tracing Office (ELTO)

By entering into this insurance **certificate** **You** will be deemed to specifically consent to the use of **Your** insurance **certificate** data in the following way and for the following purposes.

Certain information relating to **Your** insurance **certificate** including, without limitation,

- the **certificate** number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- dates of cover;
- employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- Companies House reference numbers (if relevant)

will be provided to the ELTO and added to an electronic database ("the database").

This information will be made available by **Us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on **business** in the UK and who are covered by the employers' liability insurance of their employers ("the claimants"):

- to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The database will be managed by ELTO.

### Rights of Third Parties

A person who is not a party to this **certificate** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### Applicable law

**You** and **we** can choose the law which applies to this policy. **We** propose that the Law of England and Wales apply. Unless **we** and **You** agree otherwise, the Law of England and Wales will apply to this policy

### Language

The language of **Your certificate** and any communication throughout the duration of the **period of insurance** will be English.

### Sanctions

This **certificate** will not provide any insurance cover or Benefit and **we** will not pay any sum if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to us. Please refer to condition 6 (Sanctions) on page 67 of this document for full details.

### Taxes

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

## GENERAL DEFINITIONS

### Applicable to all Sections

Definitions are set out below unless otherwise shown in a particular Section of this **certificate**. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this **certificate**, **schedule** or any **endorsement** relating to this **certificate** in **bold** type. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

**Asbestos** **Asbestos** in any form, **Asbestos** fibres or particles or derivatives of **Asbestos** or any material containing **Asbestos**

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**Broker:** The insurance advisor who placed this insurance in **Your** behalf.

**Business:** **Your business** or occupation stated in the **schedule** and includes:

- a) the provision and management of canteen social sports and welfare organisations for the Benefit of the **Your employees** and first aid fire and ambulance services;
- b) private work undertaken with **your** consent by **employees** for any director partner or senior official of **Yours**;
- c) the occupation use and/or maintenance of **premises** in connection with **Your Business**.

**Certificate:** All terms, provisions, exclusions, conditions and limits of **indemnity** set out in this document; and

- a) the **schedule**, notices and other documents attaching from time to time; and
- b) all **endorsements** incorporated and issued for incorporation in this document all of which must be read together and constitute the contract of insurance.

**Computer Systems** Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

**Damage / damaged:** Destruction of or **damage** to **property** which is both material and tangible.

**Data** Any **data** of any sort whatever, including without limitation tangible or intangible **data**, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

**Defined Peril** Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

**Denial of service attack** any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network

weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

|   |  |
|---|--|
| <b>Employee:</b>                            | <ul style="list-style-type: none"> <li>a) Any person employed by <b>You</b> under a contract of service or apprenticeship;</li> <li>b) any person supplied to hired by or borrowed by <b>You</b>;</li> <li>c) labour masters and persons supplied by them;</li> <li>d) persons employed by labour only subcontractors;</li> <li>e) self-employed persons and voluntary helpers;</li> <li>f) any person attending under a work experience scheme;</li> <li>g) a prospective <b>employee</b> who is undergoing practical work experience whilst being assessed by <b>You</b> as to his or her suitability for employment;</li> </ul> <p>working for <b>You</b> in connection with the <b>business</b>.</p> |
| <b>Endorsement / endorsed:</b>              | A change in the terms and conditions of this insurance.  |
| <b>Flood</b>                                | <p><b>Damage</b> caused by</p> <ul style="list-style-type: none"> <li>1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam</li> <li>2 inundation from the sea</li> <li>3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building.</li> </ul>  |
| <b>Hacking</b>                              | Unauthorised access to any <b>computer systems</b> whether <b>Your property</b> or not.  |
| <b>Indemnity / indemnify / indemnified:</b> | The principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the limits of <b>indemnity</b> , as specified in the <b>schedule</b> .   |
| (the) <b>Insured:</b>                       | The Insured named in the <b>schedule</b> .   |
| <b>Occurrence:</b>                          | A series of occurrences arising out of one original cause however many claims may arise from each occurrence   |
| <b>Offshore:</b>                            | From the time of embarkation by an <b>employee</b> onto a vessel or aircraft (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that <b>employee</b> from a vessel or aircraft (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel. For the purpose of this definition "offshore installation" does not include wind farms which are deemed not to be offshore.  |
| <b>Period of insurance:</b>                 | The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>You</b> have paid and <b>we</b> have accepted a premium.   |
| <b>Phishing</b>                             | Any access or attempted access to <b>data</b> made by means of misrepresentation or deception.   |
| <b>Pollution:</b>                           | <ul style="list-style-type: none"> <li>a) <b>Pollution</b> or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and</li> <li>b) all loss, <b>damage</b> or injury directly or indirectly caused by that <b>pollution</b> or contamination.</li> </ul>   |
| <b>Premises:</b>                            | The Location or Address as shown in the <b>schedule</b> .  |
| <b>Principal:</b>                           | Any person company firm or public authority with whom the <b>Insured</b> has entered into a contract for work or services.   |
| <b>Products:</b>                            | Any tangible <b>products</b> or goods (including containers, labelling, instructions or advice provided in connection with those <b>products</b> or goods) which are manufactured, sold, supplied, erected,  |

repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **You** in the course of the **Business** other than food and drink supplied primarily for the use of **Your employees** or for entertainment purposes.

**Property:** Property which is both material and tangible.

**Schedule:** The **schedule** is part of this insurance and contains **Your** details of **You**, the **premises**, the sums insured/limits of **indemnity**, the **period of insurance** and the Sections of this insurance which apply.

**Terrorism**  
(applicable to sections 1, 4, 5, 6, 7, 10 11 and 12):

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

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

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

In respect of section 10 - Accidental loss or **damage**, this definition is extended as follows:-  
Anywhere in the World that is not England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man: an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence any government de jure or de facto.

**We/us /our:** AXA Insurance Uk plc

**Unoccupied** Any **building(s)** or any portions of the **building(s)** which are wholly empty, mainly empty or not in use by **You** or any of **Your** tenants for more than 30 consecutive days.

**You/Your** Any person(s), firm, company or organisation shown in **Your schedule** as the **Insured**

## OPERATIVE CLAUSE

In return for payment of the premium shown in the **schedule** and the information and statements which **You** have provided in the proposal and declaration on the date shown in the **schedule**, **we** agree to insure **You**, in accordance with the terms and conditions contained in or **endorsed** on this **certificate**, against:

- loss of or **damage** to **Your property**;
- legal liability **You** incur for accidents happening;

during the **period of insurance**.

## Section 1 - PROPERTY (Buildings and Contents)

The following definitions are applicable only to this Section of this **certificate**.

### A. Definitions

**(the) Insured:** The **Insured** named in the **schedule** and the **Insured's** personal legal representatives in the event of his death

**Insured events:** (Events covered as indicated on the **schedule** in respect of this Section of the **certificate**)

1. a) Fire (whether resulting from explosion or otherwise), subterranean fire and spontaneous combustion;
  - b) Lightning;
  - c) Explosion;
  - d) Aircraft and other aerial devices or anything dropped from them;
  - e) Earthquake;
  - f) Smoke excluding smoke caused by any gradually operating cause.
2. a) Theft or attempted theft (**buildings** only);
  - b) Riot, civil commotion, labour and political disturbances, strikers and malicious **damage**.
3. a) Leakage, bursting or overflowing of water, fuel or liquid fertiliser tanks apparatus or pipes;
  - b) Defective oil vaporisation of any fixed oil burning heating appliance;
  - c) Impact with a **building** from any cause.
4. Storm, tempest or **flood** (including hail and weight of snow).
5. a) Theft or attempted theft (all other **property** other than **buildings** covered by **insured event** 2a. above); or
  - b) Actual or threatened assault or violence or use of force at the **premises** against the **Insured** or any director, partner or **employee** of the **Insured** or any other person lawfully on the **premises**.

**Property:** The following, if stated as being insured in the **schedule**:

**Buildings:** Buildings (other than houses used as a private dwelling) used solely for horticultural purposes (unless otherwise declared to **us**) including landlord's fixtures and fittings in and on the building, small outside buildings, extensions, annexes and gangways and services.

For the purpose of this definition "services" shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling, alarms, lights, tanks and the accessories thereon extending from the buildings to the perimeter of the **premises** or to the public mains (including those underground).

**Contents:** Equipment, fixtures and fittings (unless separately insured under any other insurance), machinery, plant and **all other contents** which is **Your property** or held in trust or on commission by **You** and for which **You** are responsible, but excluding **buildings** or **stock**.

**Stock:** Stock and materials in trade and work in progress and growing crops which is **Your property** or held in trust or on commission by **You** and for which the **You** are responsible.

**All other contents:** a) Computer records, documents, manuscripts and **Business** books for an amount not exceeding £25,000 in respect of any one loss insofar as they are not separately insured under any other insurance, but limited to £2,500 in respect of re-instatement of the loss of information in them.

continuation of... Section 1 - PROPERTY (Buildings and Contents)

- b) Directors', partners', **employees'**, and visitors' effects including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £300 per person, but excluding personal effects partly or wholly comprised of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, money and securities of any description.
- c) Wines, spirits, cigarettes and tobacco held for **Business** entertainment purposes for an amount not exceeding £500 unless otherwise advised to **us**.

**Territorial limits:** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## B. What is covered

**We will indemnify You** against loss of or **damage** to the **property** described in the **schedule** in respect of this Section and:

- a) reasonable costs and expenses necessarily incurred in removing debris, dismantling, site clearance, propping or shoring;
- b) the cost of professional fees necessarily incurred in reinstatement of the **property** other than fees for preparing any claim;
- c) additional costs in reinstating the **property** necessarily incurred in order to comply with statutory building or other regulations or with bylaws of any municipal or local authority;

caused by an **insured event** which takes place during the **period of insurance**.

## C. Extensions

1. If the **Insured** enters into a contract to sell a **building** the purchaser who completes the sale shall have the Benefit of the Insurance until the date of completion of the contract provided the **building** is not separately insured under any other insurance.
2. The sum insured in respect of any **property** shall not be reduced by the amount of any loss.
3. This insurance includes in respect of each additional item of **property** or additions or extensions to existing **property** for an additional amount not exceeding 25% of the total sum insured on all **property** at each **premises**, but only in so far as such **property** is not otherwise insured by or on behalf of the **Insured** under any other insurance it being understood that this extension does not include appreciation in value.

The **Insured** must give particulars of all additions or extensions to **property** at each renewal and pay the appropriate premium from the date of renewal, following which the provisions of this extension are fully reinstated.

4. The cover under this Section of the **certificate** will not be invalidated by any act or neglect or any alteration increasing the risk of loss destruction or **damage** by any cause unknown to or beyond the control of the **Insured** provided that the **Insured** notifies **us** in writing as soon as reasonably practicable upon becoming aware of those circumstances and agrees to pay any additional premium **we** may require.
5. The rights of any mortgagee under this **certificate** will not be prejudiced by any act of the mortgagor or occupier of any **building** insured under this **certificate** provided the mortgagee notifies **us** in writing as soon as reasonably practicable upon becoming aware of those circumstances and agrees to pay any additional premium **we** may require.
6. The cover in respect of each item relating to **buildings** extends to include expenses necessarily incurred by the **Insured**, with the **our** consent, in cleaning and/or clearing drains, sewers or gutters the **property** of the **Insured** or for which they are responsible following destruction or **damage** by any **insured event** to the **property** insured under this **certificate**.

continuation of... Section 1 - PROPERTY (Buildings and Contents)

7. For the purpose of determining where necessary the column or heading under which any **property** is insured **we** agree to accept the designation under which that **property** has been entered in the **Insured's** books of account.
8. This insurance extends to include any **property** insured whilst temporarily removed to any other premises, market, show ground or sale within the **territorial limits** and whilst in transit provided that the total sum insured in respect of all other **property** is reduced by the value of the **property** so removed and only insofar as that **property** is not separately insured under any other insurance.
9. The **property** insured under this Section of the **certificate** is extended to include **property** within the **territorial limits** not belonging to the **Insured** whilst in the **Insured's** custody or control or for which the **Insured**.
10. **We** will in addition to the amount payable **indemnify** the **Insured**, if as a consequence of the use of explosives on the occasion of any theft the **premises** are **damaged**, by paying an amount up to £10,000 per **premises** in the **period of insurance** in respect of explosion **damage** provided that the **damage** is not separately insured under any other insurance.
11. **We** will **indemnify** the **Insured** against **damage** to fixed glass and framework forming part of the **premises** provided that the **damage**:
  - a) has arisen as a result of or in connection with theft or attempted theft as defined;
  - b) is the responsibility of the **Insured**;
  - c) is not separately insured under any other insurance.

**We** will also pay the reasonable cost of boarding up as a result of that **damage**.

12. **We** will in addition to the amount payable **indemnify** the **Insured** for an amount not exceeding £500 incurred as a result of the necessary replacement of locks at the **premises** following the loss of keys pertaining to the **premises** or to any safe or strong room on the **premises** by theft involving entry or exit by forcible and violent means from the **premises** or the home of any director partner or authorised **employee** provided that if those keys relate to a safe they are not left on the **premises** overnight unless those **premises** are occupied by the **Insured** or an authorised **employee** of the **Insured** in which case those keys or combination lock details, if left on the **premises**, must be deposited in a secured place not in the vicinity of the safe(s).

## D. Exclusions

(What is not covered)

**We** will not **indemnify** the **Insured** in respect of:

1. Loss or **damage** caused by or happening through confiscation or destruction or requisition by order of the Government or any Public Authority.
2. Loss or **damage** by frost, subsidence, landslip, heave or changes in the water table level.
3. Loss or **damage** by storm, tempest or **flood** to gates or fences and **damage** to any **building** which is not maintained in a good state of repair.
4. Loss or **damage** to **buildings** caused by water discharged or leaking from an installation of automatic sprinklers.
5. Theft not involving forcible or violent entry to or exit from the **premises/buildings**.
6. Loss destruction or **damage** as a result of theft or attempted theft by, or in collusion with, any member of the **Insured's** family, **Business** staff or domestic servants or any other person lawfully on the **premises**.
7. Loss or **damage** resulting from theft or attempted theft from any motor vehicle which has been left unattended unless that vehicle has been securely locked and the keys removed from the vehicle.
8. Unexplained or inventory shortage.

continuation of... Section 1 - PROPERTY (Buildings and Contents)

9. Unexplained disappearance.
10. Bonds, bills of exchange, promissory notes, money or securities for money, coins or stamps.
11. The first amount of each loss as stated below after the application of any applicable Condition of Average:
 

|  |            |
|--|------------|
| a) fire (inc smoke), lightning, explosion, aircraft, earthquake: _____ | nil excess |
| b) riot, strikes, civil commotion, malicious <b>damage</b> : _____     | £500       |
| c) bursting or overflowing of tanks, apparatus or pipes: _____         | £500       |
| d) impact: _____   | £500       |
| e) theft: _____  | £500       |

or as otherwise described in the **schedule**)

f) in respect of all loss or **damage** by storm, tempest, **flood** (hail and weight of snow) \_\_\_\_\_ £500  
 (if insured) unless otherwise stated in the **schedule** in respect of glass houses, or **property** in the open.
12. COVER a), for any costs or expenses:
  - a) incurred in removing debris except from the site of **property** destroyed or **damaged** and the area immediately adjacent to that site;
  - b) arising from **pollution** of **property** not insured under this Section of the **certificate**.
13. COVER c), for:
  - a) the cost incurred in complying with any of the those regulations or bye-laws:
    - i) in respect of destruction occurring before the effective date of this **certificate**;
    - ii) in respect of loss or **damage** not insured under this Section of the **certificate**;
    - iii) under which notice has been served upon the **Insured** before the happening of the loss or **damage**;
    - iv) in respect of **undamaged property** or **undamaged** portions of **property** other than foundations (unless foundations are specifically excluded from the cover under this Section of the **certificate**) of that portion of **property** destroyed or **damaged**.
  - b) the additional cost that would have been required to make good the **property damaged** or destroyed to a condition equal to its condition when new had the necessity to comply with any of those regulations or bye-laws not arisen.
  - c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner of the **property** by reason of compliance with any of those regulations or bye-laws.
14. Indirect loss or **damage** of any kind or description, except of rent when that loss or **damage** is expressly included in the cover by way of a specific **endorsement**.
15. **Miscellaneous damage**  
**We** will not cover **You** for loss, destruction or damage caused by or consisting of
  1. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  2. change in temperature, colour, flavour, texture or finish
  3. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them

## continuation of... Section 1 - PROPERTY (Buildings and Contents)

4. mechanical or electrical breakdown or derangement for the particular machine, apparatus or equipment where the breakdown or derangement originates other than for **damage** caused by a **defined peril** which is covered by this section.

### E. Claims

Please refer to “

Notification of **claims**” and “ Claims **procedure**” on page 59.

### F. Basis of Settlement

#### 1. Buildings

In the event of the **building** insured being destroyed or **damaged** the basis upon which the amount payable is to be calculated will be either:

Basis of Settlement 1 The cost of erecting a modern building providing comparable facilities to the existing structure at the time of the destruction or the amount of the **damage**, but not exceeding the cost of a modern building providing comparable facilities or the sum insured shown in the **schedule** (whichever is the lesser), or;

Basis of Settlement 2 The reinstatement of the **building** destroyed or **damaged**.

For the purpose of this option “reinstatement” means the carrying out of work:

- a) where **property** is destroyed, in rebuilding the **property** to a condition equal to but not better or more extensive than its condition when new and subject to the sum insured as shown in the **schedule**;
- b) where the **property** is **damaged**, the repair of the **damage** and the restoration of the **damaged** portion of the **property** to a condition substantially the same as, but not better or more extensive than, its condition when new and subject to the sum insured as shown in the **schedule**.

#### 2. Contents/Stock

In respect of horticultural produce, plants shrubs and growing crops **we** will pay the value of the **property** at the time of its destruction or the amount of its **damage**.

In respect of all other **property we** will pay the cost of reinstatement being:

- a) where the **property** is destroyed the cost of its replacement by similar **property**;
- b) where the **property** is **damaged** the cost of repairing or restoring **damaged** portions to a condition substantially the same as but not better or more extensive than its condition when new;

including costs as stated in sub-paragraphs a) and b) to “B. What is covered” of this Section of the **certificate**.

### G. Conditions

#### 1. Buildings

- i) Condition of Average - Modern Replacement (Applicable to Basis of Settlement 1)

If at the time of any loss or **damage** to the **buildings** the sum insured in respect of the relevant item in the **schedule** is less than the value, which will be calculated in accordance with the Basis of Settlement, the amount otherwise payable will be proportionately reduced.

- ii) Condition of Average – Reinstatement (Applicable to Basis of Settlement 2)

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the **property** covered by that item in the **schedule** had been destroyed exceeds the sum insured in the **schedule** at the breaking out of any fire or at the commencement of

## continuation of... Section 1 - PROPERTY (Buildings and Contents)

any destruction of or **damage** to that **property** by any other **insured event** insured against then the **Insured** will be considered as being their own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole **property** and shall bear a rateable proportion of the loss.

### iii) Reinstatement Provisions

Where the **Insured** chooses Basis of Settlement 2 (Reinstatement) for the settlement of any claim the following apply:

- a) the work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the **Insured** subject to **our** liability not being increased) must be commenced and carried out as soon as reasonably practicable otherwise no payment beyond the amount which would have been payable under this Section of the **certificate** if this provision had not been incorporated will be made.
- b) where any **property** is **damaged** or destroyed in part only **our** liability will not exceed the sum insured representing the cost which **we** could have been called upon to pay for reinstatement if that **property** had been wholly destroyed.
- c) no payment beyond the amount which would have been payable under this Section of the **certificate** if this option had not been incorporated therein will be made until the cost of reinstatement has been incurred.
- d) no payment beyond the amount which would have been payable under this Section of the **certificate** if this option had not been incorporated will be made if at the time of any destruction of or **damage** to any **property** insured if that **property** is covered by any other insurance effected by or on behalf of the **Insured** which is not upon the identical basis of reinstatement stated in this **certificate**.
- e) where by reason of any of the above sub-paragraphs iii)a) to iii)d) no payment is to be made beyond the amount which would have been payable under this Section of the **certificate** if this option had not been incorporated, **our** rights and liabilities and those of the **Insured** in respect of the destruction or **damage** will be subject to the terms and conditions of this **certificate** including any applicable Condition of Average as if this option had not been incorporated.

### iv) Plan References

Plan references, if any are stated on the **schedule**, relate to the plan(s) lodged with **us**.

## 2 Contents/Stock

### Condition of Average

If at the time of any loss or **damage** to any **property**, equipment, **stock**, fixtures & fittings (unless separately insured under any other insurance), horticultural produce, plants, shrubs and growing crops the sum insured in respect of the relevant item is less than 75% of the value of that **property** the amount otherwise payable will be proportionately reduced.

## 3 Unoccupied buildings

In respect of any **unoccupied building** or **unoccupied** portion of a **building** **You** must ensure that

- a) the **building(s)** are inspected internally and externally at least once a week by **You** or on **Your** behalf and a written record of the inspection is maintained by **You**
- b) all refuse and waste materials are removed from the interior of the **building(s)** and removed from the **premises** at least once a week
- c) **You** will secure the **premises** and put all protective, locking devices and any alarm protection in effective operation
- d) gas, water and electricity services (except electricity supply to maintain any fire or intruder alarm systems) and any fuel supplies are permanently shut off at the switch or stopcock where they enter the **building(s)**
- e) **You** implement any additional protections that **we** may require within the time scale **we** specify
- f) f all **damage** to the **premises** must be rectified immediately.

## Section 2 - EMPLOYERS' LIABILITY

The following definitions are applicable only to this Section of this **certificate**.

### A. Definitions

|                            |  |
|----------------------------|--|
| <b>Bodily injury:</b>      | Death, injury, illness, disease or nervous shock.  |
| <b>Costs and expenses:</b> | <ul style="list-style-type: none"> <li>a) Claimants' costs and expenses arising in respect of any claim against <b>You</b> which may be the subject of <b>indemnity</b> under this <b>certificate</b>;</li> <li>b) All costs and expenses incurred by <b>You</b> with <b>our</b> written consent in respect of any claim against <b>You</b> which may be the subject of <b>indemnity</b> under this <b>certificate</b>.</li> </ul> |
| <b>Terrorist Act</b>       | Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.  |
| <b>United Kingdom:</b>     | England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man and the territorial waters of those countries.   |

### B. What is covered

Subject to the exclusions, conditions and definitions of this **certificate**, **we** will **indemnify You** under this Section of the **certificate** against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **costs and expenses**;

in the event of **bodily injury** sustained by any **employee** which arises out of and in the course of their employment by **You** in the **Business** and which is caused during the **period of insurance**;

- i. within the **United Kingdom**; or
- ii. elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **employee** in connection with the **Business** provided that the **employee** is normally resident in the **United Kingdom**.

Compulsory Insurance Clause (and Right of Recovery)

The **indemnity** granted by this Section of the **certificate** is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of employers' liability to their **employees**.

If however **we** pay any sum which would not have been paid but for the provisions of that law then **You** must repay the sum to **us**.

Limit of **Indemnity**

1. The amount specified in the **schedule** as the limit of **indemnity** for this Section of the **certificate**.

**Our** liability to **You** for all compensation payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the limit of **indemnity**.

The limit of **indemnity** will be the maximum amount payable including **costs and expenses**.

2. Terrorist act

Despite anything contained in paragraph 1 above, **our** liability to **You** under this Section of the **certificate** for:

- damages and **costs and expenses** payable by **You**;

## continuation of... Section 2 - EMPLOYERS' LIABILITY

- in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause; arising out of a **terrorist act** will not exceed £5,000,000.

If **we** allege that by reason of this limitation any liability is not covered by this insurance the burden of proving to the contrary will be upon **You**.

### 3. Asbestos

Despite anything contained in paragraph 1 above, **our** liability to **You** under this Section of the **certificate** for:

- damages and **costs and expenses** payable by **You**;
- in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause; in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to **Asbestos** or materials or **products** containing **Asbestos** will not exceed £5,000,000.

## C. Extensions

### 1. Cross Liabilities

Where more than one **Insured** is named in the **schedule** the cover provided by this Section of the **certificate** applies separately to each **Insured** in the same manner and to the same extent as if a separate insurance document had been issued to each of them.

However, nothing in this extension will increase **our** liability to pay more than the applicable limit of **indemnity** under this Section of this **certificate**.

### 2. Compensation for Court Attendance

In the event of the **Insured** or any director partner or **employee** of the **Insured** 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 of the **certificate** **we** will compensate the **Insured** at the following rates for each day on which attendance is required, provided always that compensation will not be payable under both this extension and Extension Section 1A.2 to "0Section 3 - PUBLIC and PRODUCTS LIABILITY" for the same person's attendance as a witness on the same day.

- a) **Insured** or any director or partner           £500 per day
- b) any **employee**                                   £250 per day

### 3. Unsatisfied Court Judgements

In the event:

- a) of a judgement for damages being obtained against any company or individual operating from premises within the **United Kingdom** in respect of **bodily injury** to an **employee** caused during any **period of insurance** and arising out of and in the course of employment by **You** in the **Business**; and
- b) that it remains unsatisfied in whole or in part six months after the date of that judgement;

**we** will **indemnify** the **employee** or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied as long as;

- i) there is no appeal outstanding;
- ii) any payment made by **us** will only be in respect of **bodily injury** which would otherwise be within the scope of cover of this Section of the **certificate**;
- iii) any payment made by **us** will only be in respect of liability for which **You** would have been entitled to **indemnity** under this Section if the judgment had been made against **You**; and

## continuation of... Section 2 - EMPLOYERS' LIABILITY

**iv) we** will be entitled to take over and prosecute for **our** own Benefit any claim against any other party and **You**, the **employee** or their personal representatives must give all information and assistance **we** may reasonably require.

### D. Exclusions

(What is not covered)

1. **We** will not **indemnify You** under this Section of the **certificate** against **Your** legal liability for **bodily injury** to an **employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. **We** will not **indemnify You** under this Section of the **certificate** against liability arising **offshore**.

### E Claims Procedure

Please refer to

Notification of claims and Claims **procedure** on page 59.

### F Conditions

1. **We** must at all times be permitted to have free access to inspect each place of **Business** at which the **You** employ persons covered by this Section of the **certificate**.
2. If at the time any claim arises there is or, but for the existence of this Section of the **certificate** there would be any other existing insurance covering the same liability **we** will not be liable except in respect of any excess beyond the maximum amount expressed to be payable under that other insurance.

The following is a condition of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet this condition and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced or **You** may be required to repay all or part of a claim payment to **us**, as stated in "Compulsory Insurance Clause (and Right of Recovery)" above.

3. It is a condition of this insurance that **You** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use **Asbestos** or materials or **products** containing **Asbestos**.

## Section 3 - PUBLIC and PRODUCTS LIABILITY

The following definitions are applicable only to this Section of the **certificate**.

### A. Definitions

|   |  |
|---|--|
| <b>Aircraft</b>                             | Any vessel, craft, vehicle, drone, kite, hang-glider, balloon, or other appliance whether heavier or lighter than air which is used within or outside the Earth's atmosphere and includes any part and any component of these.   |
| <b>Bodily injury:</b>                       | death, injury, illness, disease or nervous shock.  |
| <b>Costs and expenses:</b>                  | <ul style="list-style-type: none"> <li>a) Claimants' costs and expenses arising in respect of any claim against <b>You</b> which may be the subject of <b>indemnity</b> under this <b>certificate</b>;</li> <li>b) All costs and expenses incurred by <b>You</b> with <b>our</b> written consent in respect of any claim against <b>You</b> which may be the subject of <b>indemnity</b> under this <b>certificate</b>.</li> </ul> |
| <b>Electronic data</b>                      | Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical <b>data</b> processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of <b>data</b> .  |
| <b>Seepage, Pollution or Contamination:</b> | <ul style="list-style-type: none"> <li>a) all seepage <b>pollution</b> or contamination of buildings or structures or of water or land or the atmosphere; and</li> <li>b) all loss or <b>damage</b> or injury directly or indirectly caused by such seepage <b>pollution</b> or contamination.</li> </ul>  |
| <b>Terrorist act</b>                        | Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.  |
| <b>United Kingdom:</b>                      | England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man and the territorial waters of those countries.   |

### B. What is covered

Subject to the exclusions, conditions and definitions of this **certificate**, we will **indemnify You** under this Section of the **certificate** against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **costs and expenses**;

in the event of;

- i. accidental **bodily injury** to any person other than any **employee**;
- ii. accidental loss of or **damage** to **property**;
- iii. obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water; occurring during the **period of insurance** and arising out of the activities of **Your Business**;

- A. in the **United Kingdom**;
- B. elsewhere in the world in respect of temporary visits in a non-manual labour capacity by directors or **employees** normally resident in the **United Kingdom**.

continuation of- PUBLIC and PRODUCTS LIABILITY

Limit of Indemnity

**Our** liability to **You** for all compensation payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the amount specified in the **schedule** as the limit of indemnity for this Section of the **certificate**, irrespective of the number of claims or claimants. However, **our** liability for all sums payable arising out of **bodily injury** or loss of or **damage to property** caused or contributed to by any **product** supplied by **You** or on **Your** behalf in respect of the **period of insurance** will not exceed the amount specified in the **schedule** as the limit of indemnity for Products Liability under Section C.

**Costs and expenses** are payable in addition to the limit of indemnity under this Section of the **certificate** apart from:

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

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

C. **Extensions**

1. Cross Liabilities

Where more than one **Insured** is named in the **schedule** the cover provided by this Section of the **certificate** applies separately to each **Insured** in the same manner and to the same extent as if a separate insurance document had been issued to each of them.

However, nothing in this extension will increase **our** liability to pay more than the applicable limit of indemnity under this Section of this **certificate**.

2. Compensation for Court Attendance

In the event of the **Insured** or any director partner or **employee** of the **Insured** 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 of the **certificate** we will compensate the **Insured** at the following rates for each day on which attendance is required, provided always that compensation will not be payable under both this extension and Extension 2. to "0Section 2 - EMPLOYERS' LIABILITY" for the same person's attendance as a witness on the same day.

- a) **Insured** or any director or partner            £500 per day
- b) any **employee**    £250 per day

3. Defective Premises Act

**We** will **indemnify You** against **Your** legal liability for **bodily injury** or loss of or **damage to property** arising in respect of any premises disposed of by **You**. This **indemnity** does not apply to any costs or expenses incurred in repairing, replacing or making any refund in respect of any those premises.

4. Overseas Personal Liability

Where **You** or any of **Your** directors or **employees** are temporarily visiting a country outside the **United Kingdom** in connection with the **Business**, we will **indemnify You** and:

- i) if **You** are an individual, **Your** spouse and child(ren) accompanying **You**; and
- ii) any of **Your** directors or **employees**; and
- iii) any spouse or child(ren) of **Your** directors or **employees** accompanying them; against legal liability incurred in a personal capacity for accidental **bodily injury** or loss of or **damage to property** occurring during that visit.

## continuation of- PUBLIC and PRODUCTS LIABILITY

### 5. Motor Contingent Liability

For the purposes of this Extension “**You**” is restricted to the **Insured** named in the **schedule** and any associated or subsidiary company of the **Insured** provided it has been notified to and accepted by **us**.

**We will indemnify You** against **Your** legal liability for **bodily injury** and loss of or **damage to property** arising out of the use of any motor vehicle in connection with the **Business** which is not **Your property** or leased or hired to **You** and is not provided by **You**.

This **indemnity** does not apply in respect of:

- i) loss of or **damage** to any vehicle;
- ii) **bodily injury** or loss of or **damage to property** while any vehicle is being driven by **You**;
- iii) liability arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of any vehicle as a requirement of relevant Road Traffic Act legislation;
- iv) a vehicle being used outside the **United Kingdom**.

### 6. Contractual Liability

Despite “Exclusion p)” and “Extension 7” to this Section of the **certificate**, **we will indemnify You** in respect of liability assumed by **You** under agreement or contract which would not have attached in the absence of that agreement or contract in respect of any **product**, provided that:

- a) but only liability arising out of a condition or warranty of goods implied by law or contained in Road Haulage Association (RHA) Conditions of Carriage or in other conditions of carriage of a similar nature.
- b) in any other respect is covered only if the conduct and control of claims is vested in **us** and shall not in any event apply to liability under any penalty clause or in respect of liquidated damages

Different provisions apply to “Leased and Rented Premises” (see below)

### 7. Leased or Rented Premises

**We will indemnify You** against **Your** legal liability for loss of or **damage to premises** or fixtures or fittings in and on **premises** leased, hired or rented to **You**, which will not be deemed to be **property** in **Your** custody or control.

This **indemnity** does not apply in respect of **Your** legal liability for:

- a) the first £250 of loss or **damage** caused other than by fire or explosion;
- b) any liability assumed by **You** under agreement or contract unless such liability would have attached in the absence of that agreement or contract.

## D. Exclusions

(What is not covered)

**We will not indemnify You** against **Your** legal liability:

- a) arising from death or **bodily injury** sustained by an **employee** and arising out of and in the course of his employment by **You**.
- b) arising from the ownership possession or use by **You** or on **Your** behalf of:
  - i) any mechanically propelled vehicle which is being used in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation;
  - ii) any **aircraft**, hovercraft, **offshore** installation or watercraft (other than hand- propelled or wind-powered watercraft whilst on inland waterways).
- c) for loss of or **damage to property** owned by or in the custody or control of the **Insured** except:

## continuation of- PUBLIC and PRODUCTS LIABILITY

- i) premises not owned or leased by **You** (including their contents not the subject of work by or on **Your** behalf) at which **You** are undertaking work in connection with the **Business**
  - ii) personal effects (including vehicles and their contents) belonging to **Your** directors or **employees** or to visitors whilst temporarily on or about **Your premises** other than for the purpose of servicing maintenance alteration or repair.
- d) arising out of advice plan design formula or specification given:
- i) for a fee;
  - ii) in connection with any **product** supplied (other than normal instructions for proper use or maintenance).
- e) for the cost or value of any **product** which is lost or **damaged** where that loss or **damage** is attributed to any defect of or the harmful nature or unsuitability of that **product**.
- f) for the direct or indirect cost of examining recalling repairing reconditioning modifying or replacing any **product**.
- g) arising from and in respect of **products** (including **products** incorporated into another **product** by any third party) which to **Your** knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies or protectorates.
- h) arising from **products** sold supplied hired installed erected repaired altered cleaned or treated by **You** and which will be incorporated into any **aircraft** motor vehicles or motor cycles.
- i) in respect of **seepage, pollution or contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All **seepage, pollution or contamination** which arises out of one incident is deemed to have occurred at the time that incident takes place whatever the length of time or number of **periods of insurance** during which **seepage, pollution or contamination** takes place.

**Our** liability for all compensation payable in respect of all **seepage, pollution or contamination** which is deemed to have occurred during the **period of insurance** will not exceed in the aggregate the limit of indemnity stated in the **schedule** in respect of this Section of the **certificate**.

- j) for loss or **damage to property** against which **You** are required to effect insurance under clause 21.2 (l) of the JCT Standard Form of Building Contract (or any subsequent revision or substitution of that contract or clause).
- k) arising under any penalty clause or in respect of liquidated damages, fines or punitive or exemplary damages resulting from the multiplication of compensatory damages.
- l) arising from the sale and/or supply of fertilisers and/or animal feeding stuffs other than pre-packaged proprietary brands.
- m) arising out of **Terrorist act**. If **we** allege that by reason of this Exclusion any liability is not covered by this insurance the burden of proving to the contrary will be upon **You**.
- n) the first £250 for each claim in respect of **property damage**.
- o) in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to **Asbestos** or materials or **products** containing **Asbestos** whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.
- p) which is assumed by **You** under agreement or contract unless liability would have arisen in the absence of that agreement or contract, except as stated in "C.Extensions - 6. Contractual Liability" to this Section

## continuation of- PUBLIC and PRODUCTS LIABILITY

- q) to cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or **damage to property** by or under the order of any government or public or local authority.
- r) caused by or arising from any services in, or on
  - i) **aircraft**
  - ii) airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which **aircraft** ordinarily have access.
- s) arising **offshore**
- t) caused by or arising from
  - i) libel or slander
  - ii) false statement
  - iii) discrimination of any kind.
- u) caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.
- v) caused by or arising from
  - i) any deliberate act, error or omission
  - ii) where the results are intended or expected, or are reasonably foreseeable by **You**
  - iii) by anyone other than **You**, so far as cover is requested for their own liability
  - iv) for clean up costs in circumstances where **You** have knowingly
    - a) deviated from any regulatory notice, order or protection ruling
    - b) omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **You** are responsible.
- w) caused by or arising from a dispute with, or proceedings brought by, any person for
  - i) their existing, past or prospective contract of employment with **You**
  - ii) a breach of employment related legislation.
- x) caused by or arising from
  - i) authorised or unauthorised transmission of **electronic data**
  - ii) the content of any website, **Your** email, intranet or extranet
  - iii) loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality
  - iv) failure of electronic, electromechanical **data** processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process **data** or to operate properly due to failure to recognise any given date.

### E. Claims Procedure

Please refer to

Notification of claims and Claims **procedure** on page 59.

continuation of... 0- PUBLIC and PRODUCTS LIABILITY

## F. Conditions

1. Our Rights **We** may at any time pay to **You** in connection with any claim or series of claims under this **policy** to which an **indemnity** applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and upon payment being made, **we** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred before the date of payment (unless the limit of indemnity is stated to be inclusive of defence costs).

However, if **we** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this **policy** then **we** will also contribute **our** proportion of subsequent defence costs incurred with **our** consent.

2. Other Insurances

If at any time any claim arises there is, or but for the existence of this Section of the **certificate** there would be, any other existing insurance or **indemnity** covering the same liability **our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **policy**) in respect of that claim but always limited to the limit of indemnity.

The following are conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet any of these conditions and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced.

3. Underground Services

It is a condition of this insurance liability that **You** must:

- a) obtain documentary evidence of the location of underground pipes cables mains or other services before the commencement of excavation work;
- b) adopt or cause to be adopted a method of work which minimises the risk of **damage** to underground pipes cables mains or other services.

4. Fire Precautions

It is a condition of this insurance that in respect of the use away from the **Insured's premises** of electric oxy-acetylene or similar welding or cutting equipment blow lamps or blow torches electrical paint strippers and heat guns or asphalt bitumen or tar heaters the **Insured** must comply with the following on every occasion:

- a) **Electric oxy-acetylene or similar welding or cutting equipment:**

- i) The immediate area in which the operation is to be carried out must be segregated as far as is practicable by the use of screens made from incombustible material;
- ii) The area in which the work is to be carried out must be cleared and combustible materials removed to a distance of not less than 6 metres from the work;
- iii) Immovable combustible materials must be protected by the use of screens made of incombustible material;
- iv) Combustible floors in this area must be liberally covered with sand or protected by over-sheets of incombustible material;
- v) At least one **employee** of the **Insured** or one workman of the occupier of the building must be present, in addition to the person engaged on the work, to see that there is no outbreak of fire;
- vi) Suitable fire extinguishing appliances **will** be kept available for immediate use at the scene of operations;

## continuation of... 0- PUBLIC and PRODUCTS LIABILITY

- vii) Before “burning off” metalwork built into or projecting through walls or partitions an examination must be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat;
  - viii) After the termination of each period of work and before leaving the site a thorough examination must be made in the area in which the work has been undertaken.
- b) Blow Lamps and Blow Torches Electrical Paint Strippers and Heat Guns:**
- i) Suitable fire extinguishing appliances must be kept for immediate use at the scene of operations;
  - ii) Blow lamps and blow torches must be lighted for as short a time as possible before use and extinguished immediately after use;
  - iii) Lighted blow lamps, blow torches, electrical paint strippers and heat guns operating under power must not be left unattended;
  - iv) After the termination of each period of work and before leaving the site a thorough examination must be made of the area in which the work has been undertaken.
- a) Asphalt Bitumen and Tar Heaters:**
- i) All heating of asphalt bitumen tar or pitch must be carried out in a suitable vessel in the open using bottled gas;
  - ii) Where the vessel is used on a roof it must be placed on a surface of incombustible material;
  - iii) The vessel must not be left unattended whilst the heating source is lit.

## Prosecution Defence Costs Extension

This Prosecution Defence Costs Extension applies to **Your** insurance only where either or both of 0Section 2 - EMPLOYERS' LIABILITY and 0- PUBLIC and PRODUCTS LIABILITY are stated as being "insured" in the **schedule**.

### Definitions

The following definitions are applicable only to this Prosecution Defence Costs Extension

- Applicable legislation:**
- Health and Safety at Work etc Act 1974;
  - Corporate Manslaughter and Corporate Homicide Act 2007;
  - Health and Safety Inquiries (Procedure) Regulations 1975;
  - or similar legislation in the **United Kingdom**; and
  - Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990.

### What is covered

We will indemnify **You** against:

- a) legal costs and expenses incurred with **our** written consent;
  - i) in the defence of any criminal proceedings brought against **You** in respect of an offence under or breach, whether actual or alleged, of any **applicable legislation** provided that the offence or breach is committed or is alleged to have been committed within the **United Kingdom** during the **period of insurance** in the course of the **Business**;
  - ii) in an appeal against a conviction arising from the above proceedings;
- b) any prosecution costs awarded against **You** arising from those proceedings stated in paragraph a) above;
- c) costs and expenses, incurred with **our** written consent, of **Your** legal representation at an inquiry ordered under any **applicable legislation** provided that the incident giving rise to the inquiry occurred within the **United Kingdom** during the **period of insurance** in the course of the **Business**;

all of which proceedings or inquiry result from any matter which is the subject of **indemnity** under 0Section 2 - EMPLOYERS' LIABILITY or 0- PUBLIC and PRODUCTS LIABILITY which is stated to be "insured" in **Your schedule**.

For the purpose of this Extension:

1. **our** total liability under this Extension will not exceed:
  - a) 1,000,000 GBP in the aggregate in respect of paragraphs a) and c) above; inclusive of
  - b) up to £100,000 in the aggregate in respect of paragraph b) above;
 which is payable in addition to the limit(s) of indemnity specified in the **schedule**, for all offences and breaches committed or alleged to have been committed and all incidents occurring during the **period of insurance**
2. amounts payable under this Extension (for the avoidance of doubt) are not limited to situations where **we** have a financial interest in the outcome of the proceedings.

### Conditions

1. **We** will refer claims under this Extension to one of **our** panel of expert legal advisors, but **You** can appoint **Your** own legal representative should **You** wish.
2. If **You** elect to appoint **Your** own legal representative the **indemnity** under this Extension will be payable for their services on the basis of **our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **we** agree, **our** agreement not to be unreasonably withheld.

## continuation of... Prosecution Defence Costs Extension

3. **We** are entitled to have sight of the appointed legal representative's file relating to the defence of a prosecution or representation at an inquiry which is the subject of a claim under this Extension and **You** are considered to have provided consent for **us** or **our** appointed agent to have sight of the file for auditing, quality and cost control purposes.
4. At any time **we** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then **we** will advise **You** of that opinion. Should **You** elect to continue with a "not guilty" plea then;
  - i) **we** will withdraw **our** support for **Your** defence and be under no further obligation to **indemnify You** against any costs incurred from the date of **Your** refusal to accept that opinion; unless
  - ii) **You** obtain an independent barrister's opinion at **Your** own expense which contradicts the opinion that **we** have obtained; in which case
  - iii) **we** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Queen's Counsel to give a final opinion, at our expense, as to the prospects of success in defending the prosecution.

If the opinion of the Queen's Counsel agrees with **Your** Barrister's opinion then **we** will continue to support **Your** defence, but if it does not **we** will withdraw **our** support for **Your** defence and be under no further obligation to **indemnify You** against any costs incurred from the date of the Queen's Counsel final opinion.

This does not affect **Your** rights under "CLAIMS CONDITIONS - 13 Arbitration" on page 64, nor (if **You** meet the criteria) to refer a dispute to the Financial Ombudsman Service by following the complaints procedure in "" on page 6.

5. In the event that **You** are dissatisfied with service provided by the appointed legal representative:
  - i) during the proceedings **You** should raise this with them in the first instance. If **You** remain dissatisfied and they;
    - a) are a member of **our** panel **You** can complain to **us** by following the complaints procedure in "" on page 6;
    - b) were **Your** own appointment **You** could elect to replace them, but **You** must understand that;
      - this could prolong the court case;
      - whilst the consequences could be to **Your** advantage they might be to **Your** disadvantage;
      - this is likely to incur increased costs for which **we** would only **indemnify You** if **You** have made **us** aware of **Your** dissatisfaction and if **we** have given **our** consent to replacement before it happens.

Nothing in this sub-paragraph 5.i)b) removes or diminishes any other provision of this Extension.
  - ii) after the proceedings have been concluded and a verdict handed down and they;
    - a) are a member of **our** panel **You** may complain to **us** by following the complaints procedure in "" on page 6;
    - b) were **Your** own appointment **You** can complain to them and if **You** remain dissatisfied **You** can refer **Your** complaint to the Solicitors Regulation Authority Contact Centre on 0370 606 2555 or email [contactcentre@sra.org.uk](mailto:contactcentre@sra.org.uk).

### Exclusions

(what is not covered)

**We** will not **indemnify You** against:

- i) liability for fines or penalties of any kind;
- ii) liability, costs and expenses arising from or caused by any deliberate act or omission of any person eligible for an **indemnity** under this Extension if the result could reasonably have been expected to constitute a breach of the **applicable legislation** having regard to the nature and circumstances of that act or omission;
- iii) costs and expenses where **indemnity** is provided by any other insurance.

## Section 4 - MONEY (including Assault)

The following definitions are applicable only to this Section of the **certificate**.

### A. Definitions

|                                     |   |   |
|-------------------------------------|---|---|
| <b>Hours of Daylight:</b>           | The time between one half hour before sunrise and one half hour after sunset  |   |
| (the) <b>Insured:</b>               | The <b>Insured</b> named in the <b>schedule</b> and the <b>Insured's</b> personal legal representatives in the event of his death.  |   |
| <b>Insured Person:</b>              | The <b>Insured</b> .  |   |
| <b>Loss of Sight:</b>               | Total and irrecoverable loss of sight   |   |
| <b>Medical Expenses:</b>            | Those expenses necessarily incurred by the <b>insured person</b> for medical surgery, manipulative massage, therapeutic X-Ray or nursing treatment including the cost of medical supplies and ambulance hire, but excluding the cost of board and lodging.  |   |
| <b>Money:</b>                       | <b>Cash:</b>  | Coins, bank notes, uncrossed postal orders, uncrossed money orders, postage stamps, embossed stamps, national savings stamps, luncheon vouchers, travellers cheques and gift vouchers;  |
|                                     | <b>Non-Negotiable Documents:</b>  | Crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, national savings certificates, premium bonds, securities for money, credit card vouchers, value added tax invoices, unexpired franking machine credits; |
|                                     | all being the <b>property</b> of the <b>Insured</b> or for which the <b>Insured</b> is responsible.   |   |
| <b>Permanent Total Disablement:</b> | Permanent disablement of an <b>insured person</b> , other than <b>loss of sight</b> of one or both eyes or loss of limb which: <ul style="list-style-type: none"> <li>a) prevents them attending to the whole of their usual occupation; and</li> <li>b) lasts twelve calendar months and at the end of that period is beyond the hope of improvement.</li> </ul> |   |
| <b>Temporary Total Disablement:</b> | Temporary disablement of an <b>insured person</b> which prevents them attending to the whole of their usual occupation.   |   |

### B. What is covered

**We will indemnify the Insured** against loss of or **damage to money**, as specified in the **schedule** in respect of this Section, during the **period of insurance**:

- a) in transit;
- b) in the custody of collectors for twenty four hours from the time of receipt or until the next working day, whichever is later;
- c) at the **premises**;
- d) at the private dwelling house of the **Insured's principal** or authorised **employees**;
- e) deposited in a bank night safe until removed by a bank official, but only up to the Limit Any One Loss as shown in the **schedule** in respect of this Section.

### C. Extensions

1. **We will indemnify the Insured** for loss of or **damage to**:

- a) the safe(s);
- b) any case, bag or waistcoat used for the carriage of **money** following theft or attempted theft from cases, bags or waistcoats;

## continuation of- MONEY (including Assault)

2. **We will indemnify the Insured** for damage to clothing and personal effects belonging to any **principal or employee** of the **Insured** sustained during robbery or any attempted robbery, up to a limit of £500 any one person.
3. If any person (for the purpose of this extension called “the **insured person**”) sustains accidental bodily harm by violent external and visible means arising from malicious attack or assault or attempted malicious attack or assault or threat by any person stealing or attempting to steal **money** insured under this Section of the **certificate** then **we** will reimburse the **Insured** and their personal representative, as the case may require, for the sum or sums set out in the table of Benefits on page 33

## D Exclusions

(What is not covered)

1. **We will not indemnify the Insured** for loss of **money**:
  - a) from shortages following clerical or accounting errors;
  - b) from fraud or dishonesty by, or in collusion with, any member of the **Insured’s** family, **Business** staff or domestic servants or any other person lawfully on the **premises** which is:
    - i) not discovered within fourteen working days of its **Occurrence**;
    - ii) more specifically insured by any other policy or policies, except in respect of any excess beyond the amount insured under that policy or those policies.
  - c) from any unattended motor vehicle.
  - d) occurring elsewhere than in Great Britain Northern Ireland the Channel Islands and the Isle of Man.
  - e) due to the use of counterfeit **money** or depreciation in value.
  - f) due to falsification of accounts.
2. **We** will not pay Benefits under Extension 3 in respect of:
  - a) death or total loss of limb(s) that does not take place within twelve calendar months after the happening of the injury;
  - b) any person who has not attained the age of 16 years or who has attained the age of 70 years at the time of the injury;
  - c) death or bodily injury sustained outside the limits of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
  - d)

## E Claims Procedure

Please refer to “

Notification of **claims**” and “ Claims **procedure**” on page 59

## continuation of- MONEY (including Assault)

### D. Basis of Settlement

1. In respect of loss of **money** **we** will pay the amount of the loss, but in no case will **we** be liable for any amount in excess of the limits stated in the **schedule** in respect of this Section.
2. In respect of Extension 3 **we** will pay the applicable amount stated in the following Table of Benefits:

|   |  |
|---|--|
| 1. Death _____  | £10,000  |
| 2. One of the following Benefits a) to c) only  |  |
| a) <b>Permanent Total Disablement</b>   |  |
| b) <b>Loss of sight</b> in one or both eyes _____   | £10,000  |
| c) Total loss of one or both hands or feet by physical severance at or above the wrist or ankle _____ | £10,000  |
| 3. <b>Temporary Total Disablement</b> _____   | £100 per week, excluding the first seven days of incapacity, for a period not exceeding 104 weeks from the date on which the <b>insured person</b> first became disabled |
| 4. <b>Medical expenses</b> _____  | up to but not exceeding 15% of the total amount of any claim admitted under item 3 above   |

### E. Conditions

1. The **Insured** must keep a complete record of the **money** in transit and on the **premises** and that record must be deposited in a secure place other than in the safes containing the **money**.
2. Outside **Business** hours the safe(s) must be kept locked and the keys of the safe or details of combination locks must not be left on the **premises** unless the **premises** are occupied by the **Insured** or an authorised **employee** of the **Insured**, in which case the keys or combination lock details if left on the **premises** must be deposited in a secured place not in the vicinity of the safe(s).
3. In the event of loss of **money** giving rise or likely to give rise to a claim under this Section of the **certificate** the **Insured** must as soon as reasonably possible:
  - a) report the loss to the police, obtain a reference number and if a crime is suspected co-operate with the police to provide all information and assistance they require to investigate that crime;
  - b) take all practical steps to prevent a recurrence of that loss.
4. When **money** in transit exceeds the applicable amounts stated below it must be accompanied by not less than the specified number of able-bodied people authorised by the **Insured**:
  - a) £2,500 - two people
  - b) £5,000 - three people
  - c) £10,000 - as agreed by **us** and detailed in the **schedule** in respect of this Section of the **certificate**.
5. The **Insured** must keep a daily record of franking machine units used.
6. In respect of Extension 3:
  - a) payment will not be made under more than one of the Benefits 1 to 4 in the Table of Benefits above in respect of the same injury, except in the case of Benefit 4 which is payable in addition to Benefits 1 to 3 for the period up to the date at which the amount insured by Benefits 1 to 3 becomes payable.
  - b) in no case will **we** be liable to pay compensation in respect of an **insured person** unless the medical advisor (or advisors) appointed by **us** for the purpose is permitted, so often as may be deemed necessary, to make an examination of the **insured person**.

## Section 2 – BUSINESS INTERRUPTION

### Definitions (Business Interruption)

The following definitions are applicable to both Section 5A and 0 of this **certificate**.

**Business:** The **Business** of the **Insured** as specified in the **schedule** in respect of this Section of the **certificate**.

(the) **Insured:** The Insured named in the **schedule** and the **Insured**'s personal legal representatives in the event of his death.

**Property:** The following, whether or not stated as being insured in the **schedule** in respect of "Section 1-PROPERTY (Buildings and Contents)" of the **certificate**:

**Buildings:** Buildings (other than houses used as a private dwelling) used solely for horticultural purposes (unless otherwise declared to **us**) including landlord's fixtures and fittings in and on the building, small outside buildings, extensions, annexes and gangways and services.

For the purpose of this definition "services" shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling, alarms, lights, tanks and the accessories thereon extending from the buildings to the perimeter of the **premises** or to the public mains (including those underground).

**Contents:** Equipment, fixtures and fittings, machinery, plant and **all other contents** which is **Your property** or held in trust or on commission by **You** and for which **You** are responsible, but excluding **buildings** or **stock**.

**Stock:** Stock and materials in trade and work in progress and growing crops which is **Your property**.

Note:

1. To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this **certificate** shall be exclusive of such tax.
2. For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

### Section 5A. Loss of Profit/Income

#### 5A-A. Definitions

The following definitions are applicable only to Section 5A of this **certificate**.

**Adjustment:** The **Rate of Gross Profit**, **Annual Turnover** and **Standard Turnover** will be adjusted as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **damage** or which would have affected the **Business** had the **damage** not occurred, so that the figures after adjusted represent as nearly as may be reasonably practicable the results which, but for the **damage**, would have been obtained during the relative period after the **damage**.

**Gross Profit:** The amount by which:

- i) the sum of the amount of the **turnover** and the amount of the closing stock and work in progress exceeds;
- ii) the sum of the amount of the opening stock and work in progress and the amount of the **specified working expenses**.

## continuation of... Section 5A Loss of Profit/Income

|                                  |  |
|----------------------------------|--|
| <b>Estimated Gross Profit:</b>   | The amount declared by the <b>Insured to us</b> representing not less than the <b>gross profit</b> which it is anticipated will be earned by the <b>Business</b> during the financial year most nearly concurrent with the <b>period of insurance</b> (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).  |
| <b>Rate of Gross Profit:</b>     | The rate of <b>gross profit</b> earned on the <b>turnover</b> during the financial year immediately before the date of the <b>damage</b> , to which such adjustments shall be made as may be necessary to provide for the trend of the <b>Business</b> and for variations in or other circumstances affecting the <b>Business</b> either before or after the <b>damage</b> or which would have affected the <b>business</b> had the <b>damage</b> not occurred, so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the <b>damage</b> would have been obtained during the relative period after the <b>damage</b> , subject to <b>adjustment</b> . |
| <b>Income:</b>                   | The money paid or payable to the <b>Insured</b> for the <b>business</b> specified in the <b>schedule</b> in respect of this Section of the <b>certificate</b> in the course of the <b>business</b> at the <b>premises</b>  |
| <b>Actual income:</b>            | The <b>income</b> earned during the financial year most nearly concurrent with the <b>period of insurance</b> (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)   |
| <b>Estimated income:</b>         | The amount declared by the <b>Insured to us</b> as representing not less than the <b>income</b> which it is anticipated will be received on behalf of the <b>business</b> during the financial year most nearly concurrent with the <b>period of insurance</b> (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)  |
| <b>Standard income:</b>          | The <b>income</b> which would have been obtained during the Indemnity Period had the <b>damage</b> not occurred after account has been taken of the trends of the <b>business</b> and of the variations in or other circumstances affecting the <b>business</b> either before or after the <b>damage</b> or which would have affected the <b>business</b> had the <b>damage</b> not occurred. The <b>income</b> shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months  |
| <b>Indemnity Period:</b>         | The period beginning with the <b>Occurrence</b> of the <b>damage</b> , but not exceeding the <b>maximum indemnity period</b> , during which the results of the <b>business</b> will be affected as a result of the <b>damage</b> .   |
| <b>Maximum Indemnity Period:</b> | As stated in the <b>schedule</b> in respect of this Section.   |
| <b>Insured Events:</b>           | ( <b>insured events</b> covered are those of the following as indicated on the <b>schedule</b> in respect of this Section of the <b>certificate</b> )<br><br>In respect of <b>damage to property</b> :   |
|                                  | <ol style="list-style-type: none"> <li>1. <ol style="list-style-type: none"> <li>a) fire (whether resulting from explosion or otherwise);</li> <li>b) lightning;</li> <li>c) explosion;</li> <li>d) aircraft and other aerial devices or anything dropped from them;</li> <li>e) earthquake;</li> <li>f) subterranean fire;</li> <li>g) spontaneous fermentation of produce or deadstock.</li> </ol> </li> <li>2. <ol style="list-style-type: none"> <li>a) riot, civil commotion, labour and political disturbances, strikers and malicious <b>damage</b>;</li> <li>b) impact with the <b>property</b> arising from any cause.</li> </ol> </li> </ol>   |

## continuation of... Section 5A Loss of Profit/Income

3. **damage** to any **building** or **property** contained in that **building** caused by storm tempest, **flood** (hail or weight of snow), excluding destruction or **damage** by frost, subsidence, landslip, heave or changes in the water table level.
4. **damage** to any **building** or **property** contained in that **building** caused by bursting or overflowing of water, fuel or liquid fertiliser tanks apparatus or pipes.
5. theft excluding loss or **damage** not involving violent or forcible entry to or exit from the **premises/building**:
  - a) unexplained or inventory shortage;
  - b) unexplained disappearance;
  - c) loss destruction or **damage** as a result of theft or attempted theft by, or in collusion with, any member of the **Insured's** family, **Business** staff or domestic servants or any other person lawfully on the **premises**;
  - d) loss or **damage** to growing crops not contained in a **building** or glass house;
  - e) loss or **damage** resulting from theft or attempted theft from any motor vehicle which has been left unattended unless that vehicle has been securely locked and the keys removed from the vehicle.
6. any accident to horticultural/agricultural machinery, produce, stock and deadstock whilst being:
  - a) loaded on;
  - b) carried by;
  - c) unloaded from;

any vehicle belonging to on loan to or on hire to the **Insured** anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man, but excluding theft or attempted theft.

**Specified working expenses:**

As listed in the **schedule**.

Note: The words and expressions used in this definition will have the meaning usually attached to them in the books and accounts of the **Insured**.

**Sum insured:**

The **income** (including subsidies) which would have been earned in the twelve months immediately following the date of the **damage** had the **damage** not occurred after account has been taken of the trends of the **business** and of the variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred. The **income** will be proportionately increased to correspond with the **maximum indemnity period** where it exceeds twelve months.

**Turnover:**

The money paid or payable to the **Insured** for goods sold and delivered and for services rendered in course of the **business** at the **premises**.

**Annual Turnover:** The **turnover** during the twelve months immediately before the date of the **damage**, subject to **adjustment**.

**Standard Turnover:** The **turnover** during that period in the twelve months immediately before the date of the **damage** which corresponds with the **Indemnity Period**, subject to **adjustment**.

continuation of... Section 5A Loss of Profit/Income

5A-B. What is covered

If **damage** by any of the **insured events** (specified as operative in the **schedule** in respect of this Section of the **certificate**) occurs at the **premises** to **property** used by the **Insured** for the purpose of the **business** and causes interruption of or interference with the **business** at the **premises** we will **indemnify** the **Insured**

in respect of:

1. loss of **gross profit**; or
2. loss of **income**;

whichever of these have been identified in the **schedule** to this **certificate** and/or in respect of:

3. increase in cost of working;

as provided for in "5A-F Basis of Settlement" and resulting from the interruption or interference suffered or incurred during the **indemnity period** and caused by the **damage** resulting from an **insured event** which takes place during the **period of insurance** and otherwise in accordance with the provisions of this Section of the **certificate**, provided that:

- a) payment has been made or liability admitted for the **damage** under an insurance covering the interest of the **Insured** in the **property** other than horticultural produce, growing plants, shrubs and associated stock insured by this insurance as **income**; or  
 payment would have been made or liability admitted for the **damage** but for the operation of a proviso in that insurance, excluding liability for losses below a specified amount.
- b) **our** liability in any **period of insurance** will not exceed in the whole the total **sum insured**.

5A-C. Extensions

1. If during the **indemnity period** goods are sold or work is done or services rendered elsewhere than at the **premises** for the Benefit of the **business** either by the **Insured** or by others on the **Insured's** behalf the money paid or payable in respect of the sales, work or services will be taken into account in arriving at the **gross profit/income** during the **indemnity period**.
2. **We** will pay the reasonable charges payable by the **Insured** to their professional accountants for producing information required by **us** under the terms of the Basis of Settlement and for reporting that the information is in accordance with the **Insured's** accounts.
3. **We** will pay as **indemnity** the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the activities described in the **schedule** in respect of this Section of the **certificate**, as a result of the **damage**.
4. **We** will **indemnify** the **Insured** for loss of **gross profit** or loss of **income** resulting from interruption of or interference with the **business** as a result of:
  - i) loss or **damage** caused by any of the **insured events**:
    - a) to **property** belonging to the **Insured** whilst temporarily removed for repair, storage or in transit by road, rail or inland waterway anywhere in Great Britain, Northern Ireland, The Isle of Man or the Channel Islands.
    - b) to commercial/agricultural vehicles (including attachments to them) belonging to the **Insured** other than by impact.
    - c) to **property** in the vicinity of the **premises** which may hinder or prevent the use of or access to the **premises**.
    - d) to equipment at the telephone exchange serving the **premises**.
  - ii) any of the **insured events** causing accidental failure of the public electricity, gas or water supply at the terminal point of the supply undertaking's feed to the **premises**, excluding:

## continuation of... Section 5A Loss of Profit/Income

- a) the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or service;
  - b) a fault on any part of the system belonging to the **Insured**;
  - c) strikes or any labour or trade disputes;
  - d) drought;
  - e) the first 12 hours of each and every interruption.
5. In the absence of written notice by the **Insured** or **us** to the contrary **our** liability will not be reduced by the amount of any loss, provided that the **Insured** undertakes to pay the appropriate additional premium to automatically reinstate the applicable **sum insured**.

### 5A-D. Exclusions (What is not covered)

**We** will not **indemnify** the **Insured** in respect of:

1. loss or **damage** caused by or happening through confiscation or destruction or requisition by order of the government or any public authority.
2. loss of or **damage** to jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books.
3. loss of or **damage** to glass, china, earthenware, marble or other fragile or brittle objects.

### 5A-E. Claims Procedures

Please refer to

Notification of claims and Claims **procedure** on page 5959.

### 5A-F. Basis of Settlement

1. **We** will pay as **indemnity**:
  - a) in respect of **gross profit**, the amount by which the **gross profit** is reduced by the interruption;
  - b) in respect of loss of **income**, the amount by which the **income** during the **indemnity period** falls short of the **standard income** in consequence of the **damage**, including the value of any items of consumable deadstock which are an integral part of the **income** generating process;
  - c) in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross profit/income** which (but for that expenditure) would have taken place during the **indemnity period** as a result of the **damage**, but not exceeding the amount of the reduction in **gross profit/income** avoided.
2. If at the time of any loss or **damage** the **sum insured** in respect of loss of **Gross Profit/Income** is less than the **actual gross profit/income** at the time of the loss or **damage** by an amount in excess of 25% then the amount payable will be proportionately reduced.
3. If any of the charges or expenses of the **business** payable out of **gross profit/income** cease or reduce as a result of the **damage** the amount of those savings during the **indemnity period** will be deducted from the amount payable.

### 5A-G. Condition

At the end of the **period of insurance** **we** will allow a pro-rata return of premium (not exceeding 50% of the premium paid) if the premium calculated at the appropriate rate on the **actual income** or **gross profit** (as reported by the **Insured**'s auditors) is less than the premium paid, provided that if the **actual income** or **gross profit** has been affected by **damage** as insured **we** will add to the amount declared the additional amount on **income** which would have been earned in the relevant financial year had the **damage** not occurred and the adjusted figure will be deemed to be the declaration.

## Increase in Cost of Working

### 5B-A. Definitions

The following definitions are applicable only to 0 of this **certificate**.

**Indemnity Period:** The period beginning with the **Occurrence** of the **damage**, but not exceeding the **maximum indemnity period**, during which the results of the **business** will be affected as a result of the **damage**.

**Maximum Indemnity Period:** As stated in the **schedule** in respect of this Section.

**Insured Events:** (**insured events** covered are those of the following as indicated on the **schedule** in respect of this section of the **certificate**)

In respect of **damage to property**:

1. a) fire (whether resulting from explosion or otherwise);  
b) lightning;  
c) explosion;  
d) aircraft and other aerial devices or anything dropped from them;  
e) earthquake;  
f) subterranean fire;  
g) spontaneous fermentation of produce or deadstock.
2. a) riot, civil commotion, labour and political disturbances, strikers and malicious **damage**;  
b) impact with the **property** arising from any cause.
3. **damage** to any **building** or **property** contained in that **building** caused by storm, tempest **flood** (hail or weight of snow), excluding destruction or **damage** by frost, subsidence, landslip, heave or changes in the water table level.
4. **damage** to any **building** or **property** contained in that **building** caused by bursting or overflowing of water, fuel or liquid fertiliser tanks apparatus or pipes.
5. theft excluding:
  - a) loss or **damage** not involving forcible or violent entry to or exit from the **premises/building**;
  - b) unexplained or inventory shortage;
  - c) unexplained disappearance.

### 5B-B. What is covered

If **damage** by any of the **insured events** (specified as operative in the **schedule** in respect of this Section of the **certificate**) occurs at the **premises to property** used by the **Insured** for the purpose of the **business** and causes interruption of or interference with the **business** at the **premises** we will **indemnify** the **Insured** in respect of:

1. increase in cost of working as provided for in "Section E. BASIS OF SETTLEMENT" below and resulting from the interruption or interference; which is
2. suffered or incurred during the **indemnity period**; and is
3. caused by the **damage** resulting from an **insured event** which takes place during the **period of insurance**;

and otherwise in accordance with the provisions of this Section of the **certificate**, provided that:

- a) payment has been made or liability admitted for the **damage** under an insurance covering the interest of the **Insured** in the **property**; or
- b) payment would have been made or liability admitted for the **damage**, but for the operation of a proviso in that insurance, but excluding liability for losses below a specified amount.

continuation of... Increase in Cost of Working

### 5B-C. Extensions

1. Any particulars or details contained in the **Insured's** books of account or other business books or documents which may be required by **us** under this Section of the **certificate** for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting for the **Insured** and their report will be "prima facie" evidence of the particulars and details to which that report relates.

**We** will pay to the **Insured** the reasonable charges payable by the **Insured** to the professional accountants:

- a) for producing those particulars or details or any other proofs, information or evidence as may be required by **us** under the terms of this Section of the **certificate**; and
- b) for reporting that those particulars or details are in accordance with the **Insured's** books of account or other **business** books or documents

provided that the sum of the amount payable under this extension and the amount otherwise payable under this Section of the **certificate** will in no case exceed the total sum insured under this Section of the **certificate**.

2. In the absence of written notice by the **Insured** or **us** to the contrary **our** liability will not be reduced by the amount of any loss, provided that the **Insured** undertakes to pay the appropriate additional premium to automatically reinstate the applicable sum insured.

### 5B-D. Exclusions

(What is not covered)

**We** will not **indemnify** the **Insured** in respect of:

1. loss or **damage** caused by or happening through confiscation or destruction or requisition by order of the government or any public authority.
2. loss of or **damage** to jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books.
3. loss of or **damage** to glass, china, earthenware, marble or other fragile or brittle objects.

### 5B-E. Claims Procedure

Please refer to "

Notification of **claims**" and " Claims **procedure**" on page 59.

### 5B-F. Basis of Settlement

1. **We** will pay to the **Insured** as **indemnity** the additional expenditure necessarily and reasonably incurred by the **Insured** in consequence of the **damage** (but not exceeding the amount of the reduction in **income** avoided) in order to prevent or minimise the interruption of or interference with the **business** during the **indemnity period** (including the cost of removal to and from temporary **premises** and expenses incidental to removal, including increases in rent, rates and taxes, salaries of additional staff and overtime payments).
2. **Our** liability in respect of any one **Occurrence** will not exceed the relevant sum insured shown in the **schedule** in respect of this Section of the **certificate**, but:
  - a) in respect of the first 3 months of the **indemnity period**, will not exceed one half of the sum Insured; and
  - b) in respect of each of the succeeding months within the **indemnity period** one ninth part of the balance remaining of the sum insured after deducting the amount payable in respect of the first three months.

## Section 6 - ACCIDENTAL BREAKAGE OF GLASS

### A. Definition

**Buildings:** Buildings (other than houses used as a private dwelling) used solely for horticultural purposes (unless otherwise declared to **us**) including landlord's fixtures and fittings in and on the building, small outside buildings, extensions, annexes and gangways.

### What is covered

### B. What is covered

We will **indemnify** the **Insured** in respect of accidental breakage of all plate and/or sheet glass fixed in windows and doors of the **buildings** comprising the **business** portion of the **premises** and of internal glass comprising fixed wall mirrors and glass fixed in showcases or counter cases and window frames and fittings, but only if the cost of the replacement of the glass, frames, or fittings has to be borne by the **Insured**.

In addition, we will **indemnify** the **Insured** in respect of **damage** to stock displayed in the window resulting from the breakage of glass up to £1,000 in all, and cover the cost of boarding up pending replacement of the insured glass.

### C. Exclusions

(What is not covered)

We will not **indemnify** the **Insured** in respect of:

1. lettering on glass, embossed, bent or fancy glass.
2. the cost of removing or restoring frames or window fittings or other obstructions to replacement.
3. loss caused by delay or interruption of **business**.
4. breakage of or **damage** to the glass being fitted following breakage or **damage** to fixed glass.
5. glass that was already **damaged** before the **period of insurance** or any increase in that **damage**.
6. the first £50 of each loss.
7. loss or **damage** caused by any of the **insured events** listed under "Section 1" of this **certificate**.

### D. Claims Procedure

Please refer to "

Notification of **claims**" and " Claims **procedure**" on page 59.

### E. Basis of Settlement

We will pay the cost of repairing or restoring **damaged** portions to a condition substantially the same as, but not better or more extensive than, its condition when new.

## Section 7 - GOODS IN TRANSIT

### A. Definitions

The following definitions are applicable only to this Section of the **certificate**.

|                          |   |
|--------------------------|---|
| <b>Goods:</b>            | All goods being transported by the <b>Insured</b> on or in vehicles which are licensed for use on the public highway.   |
| (the)<br><b>Insured:</b> | The Insured named in the <b>schedule</b> and the <b>Insured's</b> personal legal representatives in the event of his death  |
| <b>Insured Events:</b>   | Physical loss or <b>damage</b>  |
| <b>Personal Effects:</b> | In respect of Extension 3 only of this Section, <b>employees'</b> personal effects in respect of <b>employees</b> performing the duties of driver and/or mate in the course of their employment by the <b>Insured</b> . |

### B. What is covered

**We will indemnify** the **Insured** against loss of or **damage** to **goods** in respect of this Section which takes place during the **period of insurance** and which is caused by an **insured event** whilst being:

- a) loaded on;
- b) carried by;
- c) unloaded from;

any vehicle and/or attached trailer belonging to on loan to or on hire to the **Insured** anywhere in Great Britain Northern Ireland the Isle of Man and the Channel Islands.

**Our** liability in any **period of insurance** will not exceed the limit any one vehicle as shown in the **schedule** in respect of this Section of the **certificate**.

### C. Extensions

1. All **property** insured under this Section of the **certificate** is extended to include **goods** not belonging to the **Insured** whilst in the custody or control of the **Insured** or for which the **Insured** is responsible.
2. **We will indemnify** the **Insured** for loss, destruction or **damage** occurring during the **period of insurance** to sheets, tarpaulins, ropes, chains and pallets while in transit provided that **our** liability under this extension for any one **Occurrence** will not exceed in respect of any one vehicle and/or attached trailer the sum of £1,000.
3. **We will indemnify** the **Insured's employees** in respect of **employees' personal effects** whilst carried in any vehicle conveying **goods** in the course of their employment up to an amount not exceeding £250 for any one **employee**.
4. **We will indemnify** the **Insured** against additional costs necessarily incurred in:
  - a) transferring the **goods** to another conveyance and/or delivering/returning the **goods** to their original destination/place of dispatch if any vehicle is disabled as a result of an accident.
  - b) re-loading onto any vehicle any of the **goods** which have fallen from the vehicle.
  - c) removing debris caused by **damage** to any of the **goods**;
 up to an amount not exceeding £1,000 for any one event.

## continuation of... Section 7 - GOODS IN TRANSIT

### D. Exclusions

(What is not covered)

We will not indemnify the Insured in respect of:

1. the first £50 of each loss.
2. loss of or **damage** to the **goods** in any unattended vehicle between the hours of 7.00pm (1900 hours) and 8.00am (0800 hours) unless the vehicle is:
  - a) in either a locked private garage or in a locked or permanently attended public garage.
  - b) in a compound secured by locked gates.
3. livestock.
4. any loss occurring outside the limits of Great Britain Northern Ireland the Isle of Man or the Channel Islands.
5. deeds, bonds, bills of exchange, promissory notes, money stamps, documents of title to **property**, precious stones, jewellery, explosives or **goods** of a dangerous nature.
6. **goods** conveyed in a refrigerated frozen chilled or insulated condition as a result of deterioration due to any variation in temperature unless as a result of an accident to the vehicle.
7. loss or destruction of or **damage** due to:
  - a) Wear, tear, gradual deterioration, contamination, depreciation, inherent vice or nature of the **property** insured.
  - b) normal atmospheric conditions where the **goods** are on an open vehicle unless adequately and properly protected.
  - c) mechanical or electrical breakdown, failure or derangement unless caused by accidental external visible **damage**.
  - d) delay loss of market or other indirect financial loss.
  - e) any theft, loss or **damage** claim for which **we** agree to **indemnify the Insured** under "Section 10 ACCIDENTAL LOSS or DAMAGE (Commercial)".

### E. Claims Procedure

Please refer to "

Notification of claims and Claims **procedure** on page 59.

### F. Basis of Settlement

We will indemnify the Insured in respect of the lower of the value of the **goods** or **personal effects** at the time of their loss, destruction or the cost of repair following their **damage**.

### G. Conditions

1. The **Insured** must at all times exercise reasonable care in the selection of **employees**, obtaining of references and provision of instruction to **employees** including packaging, labelling and addressing of **goods**.
2. The **Insured** must comply with regulations imposed by any lawful authority.
3. The **Insured** must take all reasonable precautions to prevent loss, destruction or **damage** by maintaining vehicles in an efficient and roadworthy condition and ensuring they are suitable for the purpose for which they are to be used.

## Section 8 - PERSONAL ACCIDENT (Individual)

### A. Definitions

The following definitions are applicable only to this Section of the **certificate**.

**Accident / accidental:** **Injury** caused by accidental external violent and visible means

**Injury / injured:** Bodily injury caused by an **accidental**, including bodily injury inflicted upon the **insured person** while lawfully arresting or detaining or attempting or assisting to arrest or detain a criminal or suspect criminal.

(the) **Insured:** The Insured named in the **schedule** and the **Insured's** personal legal representatives in the event of his death.

**Insured Person:** Any person between the ages of 16 and 70 years and named in the **schedule** in respect of this Section of the **certificate**.

**Loss of Hearing:** Total and irrecoverable loss of the sense of hearing.

**Loss of Sight:** Total and irrecoverable loss of sight.

**Loss of Speech:** Total and irrecoverable loss of the power of speech.

**Medical Expenses:** Those expenses necessarily incurred by the **insured person** for medical surgery, manipulative massage, therapeutic X-Ray or nursing treatment including the cost of medical supplies and ambulance hire, but excluding the cost of board and lodging.

**Permanent Total Disablement:** Permanent disablement of an **insured person** which prevents them attending to the whole of their usual occupation.

**Permanent Partial Disablement:** Permanent disablement of an **insured person**, but which does not prevent them from attending to the whole of their usual occupation.

**Temporary Partial Disablement:** Temporary disablement of an **insured person** which prevents them attending to a substantial part of their usual occupation

**Temporary Total Disablement:** Temporary disablement of an **insured person** which prevents them attending to the whole of their usual occupation

### B. What is covered

In the event of an **insured person** named in the **schedule** in respect of this Section sustaining **injury** during the **period of insurance** we will pay to the **Insured** (or other person or persons entitled to payment of the Benefits) the sum or sums specified in the Table of Benefits multiplied by the number of "Capital Units" or "Weekly Units" specified in the **schedule** in respect of this Section of the **certificate**.

## continuation of Section 8 - PERSONAL ACCIDENT (Individual)

### C. Table of Benefits

|  |              |              |                                     |   |
|--|--------------|--------------|-------------------------------------|---|
| The Benefit amounts shown below are per "Capital Unit" for Benefits 1 and 2, but per "Weekly Unit" for Benefits 3 and 4.                 |              |              |                                     |   |
| 1. Death_____  |              |              |                                     | £10,000   |
| 2. One of the following Benefits a) to f) only   |              |              |                                     |   |
| a) <b>Permanent Total</b> _____  |              |              |                                     | £10,000   |
| b) <b>Loss of sight</b> in one or both eyes_____   |              |              |                                     | £10,000   |
| c) Total and permanent loss of use of both arms or both hands or both legs or one arm and one leg or one hand and one leg_____           |              |              |                                     | £10,000   |
| a) Total loss by physical severance or total and permanent loss of use of all (at or below the point mentioned) of one of the following: |              |              |                                     |   |
|  | <u>Left</u>  | <u>Right</u> |                                     | <u>Left</u> <u>Right</u>  |
| i) Arm at or below the shoulder_____   | £6,000       | £7,500       | iv) Thigh at or below the hip_____  | £6,000    £6,000  |
| ii) Forearm at or below the elbow_____   | £5,500       | £6,500       | v) Leg at or below the knee_____    | £5,000    £5,000  |
| iii) Hand at or below the wrist_____   | £5,000       | £6,000       | vi) Foot at or below the ankle_____ | £4,000    £4,000  |
| For left-handed <b>insured persons</b> the above scales of Benefits may be reversed at <b>our</b> sole discretion.                       |              |              |                                     |   |
| d) i) <b>Loss of hearing</b> in one or both ears_____  |              |              |                                     | £5,000  |
| e) <b>Loss of speech</b> _____   |              |              |                                     | £5,000  |
| f) Any <b>Permanent Partial Disablement</b> not described in 2d) to 2e) above_____   |              |              |                                     | £4,000  |
| 3. <b>Temporary Total Disablement</b> _____  | £25 per week |              | }                                   | excluding the first seven days of incapacity, for a period not exceeding 104 weeks              |
| 4. <b>Temporary Partial Disablement</b> _____  | £10 per week |              |                                     |   |
| 5. <b>Medical Expenses</b> _____   |              |              |                                     | up to but not exceeding 15% of the total amount of any claim admitted under items 3 and 4 above |

### D. Exclusions

(What is not covered)

**We** will not pay Benefits in respect of death or disablement resulting from:

1. an **insured person** engaging in or taking part in naval military or air force service or operations, driving or riding in any kind of race, skiing or other winter sports (except for curling or non-competitive skating), mountaineering, pot-holing, water skiing, underwater activities involving use of underwater breathing apparatus, parachuting, participating in a professional sport, rock climbing, martial arts, boxing, wrestling, fencing or any other form of combat, squash, hockey or any type of football.
2. suicide or attempted suicide or intentional self-injury or from deliberate exposure to exceptional danger (except in an attempt to save human life) or from an **insured person's** own criminal act or sustained whilst the **insured person** is in a state of insanity.
3. any form of aerial flight other than as a fare paying passenger in a fully licensed passenger carrying aircraft.
4. pregnancy, childbirth, miscarriage or abortion or any consequence of pregnancy, childbirth, miscarriage or abortion.
5. any injury existing at the commencement of cover under this Section of the **certificate** or on the date that an **insured person** is included on the **schedule** in respect of this Section of the **certificate**.
6. venereal infection, human immune deficiency virus (HIV) or acquired immune deficiency syndrome (AIDS).
7. the influence of drugs or alcohol.

### E. Claims Procedure

Please refer to "

Notification of claims and Claims **procedure** on page 59.

#### Conditions

1. In respect of any **injury** arising out of:
  - a) one **accident** to an **insured person** Benefits 3 and 4 (either separately or collectively) will not be payable to the **Insured** (or other person or persons entitled to payment of the Benefits) for a period longer than 104 weeks, but no Benefits will be payable in respect of any period of incapacity for which no substantiated medical evidence has been provided by a qualified practitioner.

## continuation of... Section 8 - PERSONAL ACCIDENT (Individual)

- b) one **accident** to an **insured person** no payment will be made to the **Insured** (or other person or persons entitled to payment of the Benefits) under more than one of the Benefits 1 to 4, but may be payable following one or more payments under Benefit 3.
2. **We** will have no further liability to make any payment in respect of an **insured person** after either Benefit 1 or 2 has been admitted and become payable in respect of that **insured person**.
  3. If an **insured person** sustains **injury** during an **accident**, resulting in more than one of the permanent disabilities shown in the Table of Benefits under Benefit 2 the maximum sum payable in respect of that **insured person** will not exceed the amount specified as insured under Benefit 1 (for death).
  4. The degree of permanent disability will be determined within 12 calendar months of the happening of the **accident**, if possible by agreement between the **Insured** and **us**, otherwise by medical examination to be conducted by two surgeons, one to be chosen by the **Insured** and the other by **us**. These two surgeons, if they are not able to agree, may select a third surgeon and the decision in writing of any two of these three surgeons will be binding upon the **Insured** and **us**.
  5. In the event of the disappearance of the **insured person** if the **insured person** is not found within twelve months of disappearing and sufficient satisfactory evidence is produced to **Us** which leads **Us** inevitably to the conclusion that the **insured person** has sustained **bodily injury** causing the **insured person's** death, **We** will pay the amount specified as insured under Benefit 1 (for death), if applicable, provided that the person or persons to whom the benefit is paid sign an undertaking to refund that amount to **Us** if the **insured person** is subsequently found to be alive or to have been alive more than twelve months after disappearing.
  6. **Our** liability to pay Benefits in respect of all **insured persons injured** as a result of the same **accident** whilst travelling in the same aircraft will not exceed £250,000. In the event that the total of all Benefits payable in respect of all **insured persons injured** whilst travelling in the same aircraft at the same time exceeding £250,000 the amount of Benefit payable in respect of each **insured person** will be proportionately reduced so that **our** liability in respect of that **accident** is reduced to £250,000.
  7. **We** will not be bound to accept or be affected by any notice of any trust, charge, assignment or other dealing with or relating to this Section of the **certificate**.
  8. Words in the masculine gender include the feminine and words expressed as singular, where appropriate, apply as plural.

The following is a condition of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet this condition and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced.

9. The **Insured** must notify **us** if the **business** or occupation of the **Insured** or **insured person** changes from that previously notified to **us** and described in the **schedule**.

## Section 9 - PERSONAL ACCIDENT (Employees)

### A. Definitions

The following definitions are applicable only to this Section of the **certificate**.

**Accident / accidental:** **Injury** caused by accidental external violent and visible means

**Injury / injured:** Bodily injury caused by an **accident**, including bodily injury inflicted upon the **insured person** while lawfully arresting or detaining or attempting or assisting to arrest or detain a criminal or suspect criminal

(the) **Insured:** The Insured named in the **schedule** and the **Insured's** personal legal representatives in the event of his death.

**Insured Person:** Any person between the ages of 16 and 65 years and employed by the **Insured** for the purpose of the **Insured's business** or occupation as stated in the **schedule**

**Loss of Hearing:** Total and irrecoverable loss of the sense of hearing

**Loss of Sight:** Total and irrecoverable loss of sight

**Loss of Speech:** Total and irrecoverable loss of the power of speech

**Medical Expenses:** Those expenses necessarily incurred by the **insured person** for medical surgery, manipulative massage, therapeutic X-Ray or nursing treatment including the cost of medical supplies and ambulance hire, but excluding the cost of board and lodging

**Permanent Total Disablement:** Permanent disablement of an **insured person** from attending to the whole of their usual occupation

**Permanent Partial Disablement:** Permanent disablement of an **insured person**, but which does not prevent them from attending to the whole of their usual occupation

**Temporary Total Disablement:** Temporary disablement of an **insured person** from attending to the whole of their usual occupation

### B. What is covered

In the event of an **insured person** sustaining **injury** during the **period of insurance** we will pay the sum or sums specified in the Table of Benefits to the **Insured** (or other person or persons entitled to payment of the Benefits) the sum or sums specified in the Table of Benefits in accordance with either Limit A or Limit B as shown in the **schedule** in respect of this Section of the **certificate**.

## continuation of... Section 9 - PERSONAL ACCIDENT (Employees)

### C. Table of Benefits

“LIMIT A” in the **schedule** in respect of this Section of the **certificate** represents the Benefit amounts **1 to 3** shown below.  
 “LIMIT B” in the **schedule** in respect of this Section of the **certificate** represents double the Benefit amounts **1 to 3** shown below.

|  |  |              |   |             |              |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
|--|--|--------------|---|-------------|--------------|--------------|--|--------|--------|--|--------|--------|--|--------|--------|--|--------|--------|--|--------|--------|---|--------|--------|--|
| 1. Death _____   | £10,000  |              |   |             |              |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| 2. One of the following Benefits <b>a) to e)</b> only:   |  |              |   |             |              |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| <b>a) Permanent Total Disablement</b>  | £10,000  |              |   |             |              |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| <b>b) Loss of sight</b> in one or both eyes _____  | £10,000  |              |   |             |              |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| <b>c) Total and permanent loss of use of both arms or both hands or both legs or one arm and one leg or one hand and one leg</b> _____   | £10,000  |              |   |             |              |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| <b>d) Total loss by physical severance or total and permanent loss of use of all (at or below the point mentioned) of one of the following:</b>  |  |              |   |             |              |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 12.5%; text-align: center;"><b>Left</b></td> <td style="width: 12.5%; text-align: center;"><b>Right</b></td> <td style="width: 25%;"></td> <td style="width: 12.5%; text-align: center;"><b>Left</b></td> <td style="width: 12.5%; text-align: center;"><b>Right</b></td> </tr> <tr> <td style="padding-left: 20px;"><b>i) Arm at or below the shoulder</b> _____</td> <td style="text-align: right;">£6,000</td> <td style="text-align: right;">£7,500</td> <td style="padding-left: 20px;"><b>iv) Thigh at or below the hip</b> _____</td> <td style="text-align: right;">£6,000</td> <td style="text-align: right;">£6,000</td> </tr> <tr> <td style="padding-left: 20px;"><b>ii) Forearm at or below the elbow</b> _____</td> <td style="text-align: right;">£5,500</td> <td style="text-align: right;">£6,500</td> <td style="padding-left: 20px;"><b>v) Leg at or below the knee</b> _____</td> <td style="text-align: right;">£5,000</td> <td style="text-align: right;">£5,000</td> </tr> <tr> <td style="padding-left: 20px;"><b>iii) Hand at or below the wrist</b> _____</td> <td style="text-align: right;">£5,000</td> <td style="text-align: right;">£6,000</td> <td style="padding-left: 20px;"><b>vi) Foot at or below the ankle</b> _____</td> <td style="text-align: right;">£4,000</td> <td style="text-align: right;">£4,000</td> </tr> </table> |  | <b>Left</b>  | <b>Right</b>                                |             | <b>Left</b>  | <b>Right</b> | <b>i) Arm at or below the shoulder</b> _____ | £6,000 | £7,500 | <b>iv) Thigh at or below the hip</b> _____ | £6,000 | £6,000 | <b>ii) Forearm at or below the elbow</b> _____ | £5,500 | £6,500 | <b>v) Leg at or below the knee</b> _____ | £5,000 | £5,000 | <b>iii) Hand at or below the wrist</b> _____ | £5,000 | £6,000 | <b>vi) Foot at or below the ankle</b> _____ | £4,000 | £4,000 |  |
|  | <b>Left</b>  | <b>Right</b> |   | <b>Left</b> | <b>Right</b> |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| <b>i) Arm at or below the shoulder</b> _____   | £6,000   | £7,500       | <b>iv) Thigh at or below the hip</b> _____  | £6,000      | £6,000       |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| <b>ii) Forearm at or below the elbow</b> _____   | £5,500   | £6,500       | <b>v) Leg at or below the knee</b> _____    | £5,000      | £5,000       |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| <b>iii) Hand at or below the wrist</b> _____   | £5,000   | £6,000       | <b>vi) Foot at or below the ankle</b> _____ | £4,000      | £4,000       |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| For left-handed <b>insured persons</b> the above scales of Benefits may be reversed at <b>our</b> sole discretion.   |  |              |   |             |              |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| <b>e) i) Loss of hearing</b> in one or both ears _____   |  |              |   |             | £2,500       |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| <b>ii) Loss of speech</b> _____  |  |              |   |             | £2,500       |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| <b>f) Any Permanent Partial Disablement</b> not described in <b>2d) to 2e)</b> above _____   |  |              |   |             | £2,000       |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| 3. <b>Temporary Total Disablement</b> _____  | £100 per week (excluding the first seven days of incapacity) for a period not exceeding 52 weeks |              |   |             |              |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |
| 4. <b>Medical Expenses</b> _____   | up to but not exceeding 15% of the total amount of any claim admitted under item 3 above         |              |   |             |              |              |  |        |        |  |        |        |  |        |        |  |        |        |  |        |        |   |        |        |  |

### D. Exclusions

(What is not covered)

**We** will not pay Benefits in respect of death or disablement resulting from:

1. an **insured person** engaging in or taking part in naval military or air force service or operations driving or riding in any kind of race, skiing or other winter sports (except for curling or non-competitive skating) mountaineering, pot-holing, water skiing, underwater activities involving use of underwater breathing apparatus parachuting participating in a professional sport, rock climbing, martial arts, boxing, wrestling, fencing or any other form of combat, squash, hockey or any type of football.
2. suicide or attempted suicide or intentional self-injury or from deliberate exposure to exceptional danger (except in an attempt to save human life) or from an **insured person's** own criminal act or sustained whilst the **insured person** is in a state of insanity.
3. any form of aerial flight other than as a fare paying passenger in a fully licensed passenger carrying aircraft.
4. pregnancy, childbirth, miscarriage or abortion or any consequence thereof.
5. any **injury** existing at the commencement of cover under this Section of the **certificate** or on the date that an **insured person** is included on the **schedule** in respect of this Section of the **certificate**.
6. venereal infection, human immune deficiency virus (HIV) or acquired immune deficiency syndrome (AIDS).
7. the influence of drugs or alcohol.

### E. Claims Procedure

Please refer to “

Notification of **claims**” and “ Claims **procedure**” on page 59.

continuation of... Section 9 - PERSONAL ACCIDENT (Employees)

## F. Conditions

In respect of any **injury** arising out of:

1.
  - a) one **accident** to an **insured person** Benefits 3 and 4 (either separately or collectively) will not be payable to the **Insured** (or other person or persons entitled to payment of the Benefits) for a longer period than 52 weeks, but no Benefit will be payable for any period of incapacity for which no substantiated medical evidence has been provided by a qualified practitioner.
  - b) one **accident** to an **insured person** no payment will be made to the **Insured** (or other person or persons entitled to payment of the Benefits) under more than one of the Benefits 1 to 4, but may be payable following one or more payments under Benefit 3.
2. **We** will have no further liability to make any payment in respect of an **insured person** after either Benefit 1 or 2 has been admitted and become payable in respect of that **insured person**.
3. If an **insured person** sustains **injury** during an **accident**, resulting in more than one of the permanent disabilities shown in the Table of Benefits under Benefit 2 the maximum sum payable in respect of that **insured person** will not exceed the amount specified as insured under Benefit 1 (for death).
4. The degree of permanent disability will be determined within 12 calendar months of the happening of the **accident**, if possible by agreement between the **Insured** and **us**, otherwise by medical examination to be conducted by two surgeons, one to be chosen by the **Insured** and the other by **us**. These two surgeons, if they are not able to agree, may select a third surgeon and the decision in writing of any two of these three surgeons will be binding upon the **Insured** and **us**.
5. In respect of any **injury** arising out of an **accident** for which benefit is payable under an Extension (Agricultural Wages Board Sick Pay Scheme) to "0Section 2 - EMPLOYERS' LIABILITY" then payment under Benefit 3 above will not commence until liability under the Agricultural Wages Board Sick Pay Scheme ceases. However, payments under Benefit 3 will not be reduced in amount or duration as a result of any payments under that Extension to "0Section 2 - EMPLOYERS' LIABILITY".
6. In the event of the disappearance of the **insured person**, if the **insured person** is not found within twelve months of disappearing and sufficient satisfactory evidence is produced to **Us** which leads **Us** inevitably to the conclusion that the **insured person** has sustained **bodily injury** causing the **insured person's** death, **we** will pay the amount specified as insured under Benefit 1 (for death), if applicable, provided that the person or persons to whom the benefit is paid sign an undertaking to refund that amount to **Us** if the **insured person** is subsequently found to be alive or to have been alive more than twelve months after disappearing.
7. **Our** liability to pay Benefits in respect of all **insured persons injured** as a result of the same **accident** whilst travelling in the same aircraft will not exceed £250,000. In the event that the total of all Benefits payable in respect of all **insured persons injured** whilst travelling in the same aircraft at the same time exceeding £250,000 the amount of Benefit payable in respect of each **insured person** will be proportionately reduced so that **our** total liability in respect of that **accident** is reduced to £250,000.
8. **We** will not be bound to accept or be affected by any notice of any trust, charge, assignment or other dealing with or relating to this Section of the **certificate**
9. Words in the masculine gender include the feminine and words expressed as singular, where appropriate, apply as plural.
10. the **Insured** must notify **us** if the **business** or occupation of the **Insured** or **insured person** changes from that previously notified to **us** and described in the **schedule**.

## Section 10 ACCIDENTAL LOSS or DAMAGE (Commercial)

### A. Definitions

The following definitions are applicable only to this Section of the **certificate**.

|                            |  |
|----------------------------|--|
| <b>Buildings:</b>          | Buildings (including houses used as a private dwelling) including landlord's fixtures and fittings in and on the building, small outside buildings, extensions and annexes and gangways. |
| <b>Replacement Cost:</b>   | The cost as new at the date of the loss  |
| <b>Territorial Limits:</b> | Great Britain, Northern Ireland, the Isle of Man and the Channel Islands or as stated in the <b>schedule</b> in respect of this Section of the <b>certificate</b>                        |

### B. What is covered

We will **indemnify** the **Insured** against theft (including **damage** as a direct result of theft or attempted theft) or accidental loss of or **damage** to any items of **property** specified in the **schedule** in respect of this Section of the **certificate**, occurring during the **period of insurance** within the **territorial limits** including in the course of transit within the **territorial limits**.

### C. Exclusions

(What is not covered)

We will not **indemnify** the **Insured** in respect of:

1. the first:
  - a) £100 of each theft loss in respect of **property** stolen from unattended vehicles; but
  - b) £50 for each other loss.
2. loss or **damage** caused by wear and tear, any gradually operating cause or any process of cleaning, dyeing, repairing or restoring.
3. electrical, electronic or mechanical breakdown or derangement unless caused by accidental external visible **damage** to the item.
4. loss due to depreciation.
5. indirect loss of any kind.
6. delay, confiscation or detention by Her Majesty's Revenue and Customs or other officials or authorities.
7. loss or **damage** by theft or attempted theft from **buildings** unless accompanied by forcible and violent entry to or exit from the **buildings** in which that **property** is kept.
8. loss or **damage** by theft from any unattended vehicle unless all points of access are closed and secured by the locks fitted to those access points and all keys are removed from the vehicle.
9. loss or **damage** to horticultural plant or hired-in plant, whether or not insured under "**Error! Reference source not found.**".
10. any theft, loss or **damage** claim for which we agree to **indemnify** the **Insured** under "Section 7 - GOODS IN TRANSIT."

### D. Claims Procedure

Please refer to "

Notification of **claims**" and " Claims **procedure**" on page 59.

continuation of... Section 10 ACCIDENTAL LOSS or DAMAGE (Commercial)

#### E. Basis of Settlement

1. Any claim admitted under this Section of the **certificate** will be settled at **replacement cost**, provided that if at the time of any loss or **damage** to any **property** the sum insured in respect of the relevant item is less than the value of that **property** the amount payable will be proportionately reduced.
2. The total amount payable under this Section of the **certificate** will not exceed:
  - a) in respect of each item the sum insured; and
  - b) the total of the sums insured;shown in the **schedule** in respect of this Section of the **certificate**.

## Section 11 - PLANT

(Horticultural Plant and Hired-in Plant)

### A. What is covered

We will indemnify the **Insured**:

- a) in respect of loss of or **damage** to any item of plant specified in the **schedule**; and
- b) against the **Insured**'s liability for **damage** and loss of hire charges (as defined in the terms of a hiring agreement, not being a hire purchase agreement) in respect of plant hired to the **Insured**;

used in the course of the **Insured**'s **business** whilst in the **United Kingdom**, up to the applicable limit or sum insured specified in the **schedule** "own plant" or for "hired-in plant" in respect of this Section of the **certificate**.

### B. Exclusions

(What is not covered)

We will not indemnify the **Insured** in respect of:

1. loss or **damage** caused by the loading of an item of plant in excess:
  - i) of the manufacturers' design loading for the item; or
  - ii) of that stipulated by **us** in writing;

but this exclusion will not apply when the application of the excess loading is completely outside the control of the **Insured**, nor will it apply to the **Insured**'s liability under any hiring agreement.
2. penalties or liability for delay or detention or arising out of guarantees of performance or efficiency or indirect loss of any nature other than loss of hire charges under any hiring agreement, which is not a hire purchase agreement, as defined in that agreement.
3. repair or replacement of an item of plant necessitated by:
  - i) mechanical or electrical failure or derangement of that item, but this exclusion will not apply to plant for which the **Insured** is responsible under the terms of a hiring agreement which is not being a hire purchase agreement;
  - ii) wasting away or wearing out of any part of plant resulting from use or working, chipping of painted surfaces, scratching, gradual deterioration or rust.
4. loss of or **damage** to:
  - i) waterborne vessels or craft or **property** in or on those vessels or craft;
  - ii) bands, belts, trailing cables, flexible hoses, non-metallic linings or tyres unless that loss or **damage** is attributable to the same **Occurrence** as loss of or **damage** to other parts of the same item of plant for which liability is admitted by **us** under this Section of the **certificate**.
5. any vehicle designed primarily for the carriage of goods or passengers, but this exclusion will not apply to lifting machinery, dumpers or dump trucks.
6. caravans, site huts and their contents, scaffolding, shuttering, tarpaulins, ladders, hand tools, temporary bridges and similar equipment.
7. in respect of each claim, the first £100 or 5% of the loss whichever is greater.

### C. Claims Procedure

Please refer to "

Notification of claims and Claims **procedure** on page 59.

continuation of... Section 11- PLANT

#### D. Basis of Settlement

1. **We** will pay the cost of reinstatement being:
  - a) where the plant is destroyed the cost of its replacement by similar plant;
  - b) where the plant is **damaged** the cost of repairing or restoring **damaged** portions to a condition substantially the same as, but not better or more extensive than, its condition when new;  
including hire charges as stated in sub-paragraph b) to "A. What is covered" of this Section of the **certificate**.
2. Where the value of the lost or **damaged** item of plant, immediately before the loss or **Occurrence** of **damage**, exceeds the sum insured in respect of that particular item, the **Insured** will be his own insurer for the difference and bear a proportionate amount of the loss.
3. In the event of loss of or **damage** to any item of plant for which **indemnity** is provided under this Section of the **certificate** **we** may at **our** option reinstate, replace or repair the item or may pay in cash the amount of the loss or **damage**. **We will** not be liable for the cost of any reinstatement, replacement or repair undertaken without **our** written consent.
4. **Our** liability in respect of loss of hire charges will not exceed hire charges in respect of the period of three consecutive months commencing on the date of the loss of or **damage** to the hired-in plant.

#### E. Condition

If the premium for this Section of the **certificate** is based on estimates furnished by the **Insured**, as soon as possible after the expiry of each **period of insurance** the **Insured** must provide **us** with all information as **we** may reasonably require so that **we** can adjust the premium. If the difference between the provisional premium paid or payable at the commencement of the **period of insurance** and the earned premium is less than £10 then there will be no adjustment of premium under this Section of the **certificate**.

## Section 12 - DETERIORATION of FROZEN FOOD

### A. What is covered

We will **indemnify** the **Insured** in respect of loss of or **damage** to the stock of food kept in the **Insured's** deep freeze cabinet(s) resulting from:

- a) mechanical or electrical breakdown to the plant;
- b) the effects of escaping refrigerant fumes, or
- c) accidental failure of public electricity or gas supplies.

**Our** liability will not exceed the applicable sum insured as stated in the **schedule** in respect of this Section of the **certificate**.

### B. Exclusions

(What is not covered)

We will not **indemnify** the **Insured** in respect of:

1. the first £50 of loss;
2. **damage** caused or contributed to by any deliberate act or wilful neglect by the **Insured**;
3. **damage** caused by an electricity power cut which the supplier had planned and which was notified to its customers;
4. any indirect loss.

### C. Claims Procedure

Please refer to “

Notification of **claims**” and “ Claims **procedure**” on page 59.

### D. Basis of Settlement

5. We will pay the cost of food lost or **damaged**.
6. AVERAGE CLAUSE

If at the time of any loss or **damage** to any of the stock of food the sum insured in respect of the relevant item is less than the value of the **damaged** stock **property**, the amount payable will be proportionately reduced.

### E. Condition

The following is a condition of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet this condition and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced.

#### MAINTENANCE CLAUSE

Any appliance over 5 years old at the start of the **period of insurance** must be subject to an annual maintenance programme with a suitably qualified electrical engineer.

**You** must keep a written record of inspections and maintenance undertaken, signed and dated by the engineer.

## GENERAL EXTENSION

### Asbestos

This General Extension is applicable to all Sections of this **certificate** except Section 2 - EMPLOYERS' LIABILITY, - PUBLIC and PRODUCTS LIABILITY and Prosecution Defence Costs Extension.

### Definitions

The following definitions are applicable only to this General Extension to the **certificate**.

- Buildings:** Buildings (other than including houses used as a private dwelling) used solely for horticultural purposes (unless otherwise declared to **us**) including landlord's fixtures and fittings in and on the building, small outside buildings, extensions and annexes and gangways.
- Insured events:** Fire, lightning, explosion, aircraft, riot or civil commotion, earthquake, subterranean fire, storm or **flood**, escape of water, impact, sprinkler leakage and subsidence.

### What is covered

We will **indemnify You** for **damage** to **Asbestos** occurring during the **period of insurance** caused by an **insured event**, subject to the following limitations:

- i) We will **indemnify You** only for **damage** to **Asbestos** which is physically incorporated in an insured **building** or structure and then only in respect of that part of the **Asbestos** which has been physically **damaged**.
- ii) The **building** or structure must be insured under this **certificate** for **damage** by an **insured event**.
- iii) The **insured event** must be the immediate sole cause of the **damage** to the **Asbestos**.

### Exclusions

(What is not covered)

1. We will not **indemnify You** for **damage** to **Asbestos** (whether for physical **damage**, **business** interruption, delay of repair or other indirect loss):
  - a) caused or contributed to by wear and tear or manufacturing defect or flaw in or of any **Asbestos**;
  - b) any non-compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment, management, repair, replacement or removal of any **Asbestos** (**damaged** or otherwise);
  - c) any **Asbestos** not physically **damaged** by an **insured event**.
2. Despite **damage** to **Asbestos**:
  - a) occurring during the **period of insurance**; and
  - b) **Your** compliance with the “
  - c) Notification of **claims**” and “ **Claims procedure**” on page 62;

**we will not indemnify You** for **damage** to **Asbestos** first reported to **us** more than 12 (twelve) months after the expiration, or termination, of the **period of insurance** irrespective of the date **You** first became aware that the **insured event** had **damaged** the **Asbestos**.

### Claims Procedure

Please refer to

Notification of claims and **Claims procedure** on page 59.

## GENERAL EXCLUSIONS

(What is not covered)

### 1. Nuclear Risk

We will not indemnify You in respect of:

- a) loss or destruction of or **damage** to any **property** or any loss or expense resulting or arising from loss or destruction of or **damage** to any **property**;
- b) any legal liability;

directly or indirectly caused by or contributed to or arising from:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of any explosive nuclear assembly.

### 2. Sonic Bang

We will not indemnify You in respect of **damage** directly as a result of pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 3. War

This General Exclusion is not applicable to 0Section 2 - EMPLOYERS' LIABILITY and Section 2 – PUBLIC and PRODUCTS LIABILITY

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or **damage to property** by or under the order of any government or public or local authority.

### 4. Marine risks

We will not indemnify You in respect of **damage to property** which at the time of the happening of the **damage** is insured by or would, but for the existence of this **certificate**, be insured by any marine insurance except in respect of any excess beyond the amount which would have been payable under the marine insurance had this **certificate** not been effected.

### 5. Pollution and Contamination

This General Exclusion is not applicable to 0Section 2 - EMPLOYERS' LIABILITY, 0- PUBLIC and PRODUCTS LIABILITY or Prosecution Defence Costs Extension

We will not indemnify You in respect of **damage** caused by **pollution** except (unless otherwise excluded) destruction of or **damage to property** caused by:

- i) **pollution** which itself results from any **insured event**;
- ii) any **insured event** which itself results from **pollution**.

### 6. Date Recognition Clause

Material **Damage** and **Business** Interruption

We will not indemnify You in respect of:

- i) **damage** or financial loss; or

## continuation of... GENERAL EXCLUSIONS

ii) costs and expenses relating that **damage** or financial loss;  
 directly or indirectly caused by or consisting of or arising from the failure of any computer, **data** processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether **Your property** or not, and whether occurring before, during or after the year 2000:

- a) to correctly recognise any date as its true calendar date;
- b) to capture save or retain, and/or correctly to manipulate, interpret or process any **data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- c) to capture save retain or correctly to process any **data** as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of **data** or the inability to capture save retain or correctly to process such **data** on or after any date.

**We will not indemnify You** in respect of:

- iii) **damage** or financial loss or bodily injury; or
- iv) costs and expenses relating to that **damage** or financial loss or bodily injury

directly or indirectly caused by or arising from any changes to or modification involving the date change to the year 2000, or any date change including leap year calculations.

### 7. Asbestos

**We will not indemnify You** in respect of **damage** to **Asbestos**, except as stated in "GENERAL EXTENSION - **Error! Reference source not found.**" on page **Error! Bookmark not defined.**

### 8 Electronic risks ( applicable to sections 1,4,5,6,7,10,11 and 12)

**We will not cover You** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1. **damage** to or the destruction of any **computer systems**; or
- 2. any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **Your property** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

**We will cover** subsequent **damage** or **business** interruption which is covered by these sections, which itself results from a **defined peril** covered by these section, except for **damage** caused by malicious persons other than thieves.

### 9 Fraud and Dishonesty Exclusion

**We will not cover You** for acts of fraud or dishonesty by **You** or any of **Your** partners,directors or **employees** or any member of **Your** family, but **we** will cover subsequent **damage** which results from a **defined peril** covered by this **certificate**

### 10 Terrorism and Northern Ireland Exclusion ( applicable to sections 1,4,5,6,7,10,11 and 12)

**We will not cover You** for loss, **damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

#### 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man

a any **Terrorist act** , 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 **Terrorist act**

## continuation of... GENERAL EXCLUSIONS

### 2 In Northern Ireland

a any **Terrorist act**, 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 **Terrorist act**

c riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

In respect of private house(s) and their contents insured in the name of an individual **Terrorist acts** are only excluded in respect of loss destruction or **damage** directly or indirectly caused by or contributed to by or in connection with or arising from biological or chemical **pollution** or contamination.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, **damage**, cost or expense is not covered by this section it will be **Your** responsibility to prove that they are covered.

## CLAIMS CONDITIONS

The following Claims Conditions are applicable to all Sections of the **certificate** unless stated otherwise.

**You** must comply with the following conditions to have the full protection of **Your certificate**. If **You** do not comply then **we** may at our option take one or more of the following actions

1. Cancel **Your certificate**
2. Declare **Your certificate** void (treating **Your certificate** as if it had never existed)
3. Change the terms of **Your certificate**
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

### 1. Notification of claims

In the event of a claim or an incident which could give rise to a claim, in the first instance **You** should contact **Your Broker** who will provide a claim form for completion and advise **You** how to proceed.

If **You** are unable to contact **Your Broker** please contact BIBU's Claims Team at the address shown on **Your schedule** or call/fax the Claims Team:

Tel. No.: 0344 346 0251

Fax No.: 0344 346 0252

Email: ...uw.@bibinsurance.co.uk

**It is important that You also follow the applicable " Claims procedure" below in relation to the type of claim You wish to make.**

### 2. Claims procedure

In the event of a claim or an incident which could give rise to a claim please follow the procedure(s) shown below for the applicable Section(s) of this **certificate** or Extension to this **certificate** under which **You** wish to make a claim or notify an incident.

#### Section 1 - PROPERTY (Buildings and Contents)

On the happening of any event which could give rise to a claim under Section 1 **You** must:

1. As soon as practicable, but preferably immediately if possible, notify the Police in the case of loss or **damage** by theft or malicious **damage**.
2. a) As soon as reasonably practicable notify **us**, as stated in "
3. Notification of **claims**" above, and
  - b) Submit a claim in writing within 30 days at **Your** own expense together with detailed proof and particulars **we** may reasonably require, as requested by **us**.

#### Section 2 - EMPLOYERS' LIABILITY; and - PUBLIC and PRODUCTS LIABILITY

On the happening of any event which could give rise to a claim under 0 or 0:

4. **You** must give notice in writing to **us** as soon as reasonably practicable of any event or **Occurrence** that may give rise to a claim under this **certificate** as stated in "
5. Notification of **claims**" above and give all additional information as **we** may reasonably require.
6. Every impending prosecution, inquest or fatal accident enquiry claim, summons or process and all documents relating to those must be forwarded to **us**, unanswered if a claim for liability is made against **You**, as soon as reasonably practicable, but no later than fourteen (14) days after receipt.
7. **You** must not make any admission, offer, promise or payment without **our** written consent.
8. **We** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Your** own Benefit any claim for **indemnity** or damages or otherwise.

9. **We** will have full discretion in the conduct of any proceedings and in the settlement of any claim.
10. **You** must give all information and assistance as **we** may reasonably require.

## continuation of... CLAIMS CONDITIONS

11. **We** may at any time pay to **You** in connection with any claim or series of claims under this **certificate** to which an **indemnity** applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and upon payment being made, **we** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred before the date of payment (unless the limit of indemnity is stated to be inclusive of defence costs).
12. However, if **we** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this **certificate** then **we** will also contribute **our** proportion of subsequent defence costs incurred with **our** consent.

### Prosecution Defence Costs Extension

On receipt of any notice of an impending prosecution or a summons or in the event that **You** are required to attend an inquest or inquiry as a witness, which could give rise to a claim under Prosecution Defence Costs Extension:

13. **You** must give notice in writing to **us** as soon as reasonably practicable of any event or **Occurrence** that may give rise to a claim under this **certificate** as stated in “
14. Notification of **claims**” above and give all additional information as **we** may reasonably require.
15. All documents relating to those circumstances received by **You** must be forwarded to **us**, unanswered, as soon as reasonably practicable, but no later than fourteen (14) days after receipt.
16. **You** must not make any admission, offer, promise or payment without **our** written consent.
17. **You** must give all information and assistance as **we** may reasonably require.

### - MONEY (including Assault)

On the happening of any event which could give rise to a claim under 0 **You** must:

18. As soon as practicable, but preferably immediately if possible, notify the Police.
19. a) As soon as reasonably practicable notify **us**, as stated in “
20. Notification of **claims**” above, and  
b) submit a claim in writing within 30 days at **Your** own expense together with such detailed proof and particulars as **we** may reasonably require.

In the event of any claim under Extension 3 of 0:

21. The injured person must as early as possible place themselves under the care of a medical practitioner; and
22. Upon the death of an **insured person** after sustaining **injury**, **You** must give notice of their death to **us** as soon as reasonably practicable.

### Section 2– BUSINESS INTERRUPTION; Section 6 - ACCIDENTAL BREAKAGE OF GLASS; and Section 7 - GOODS IN TRANSIT

On the happening of any event which could give rise to a claim under Section 2, Section 6 or Section 7 **You** must:

23. As soon as reasonably practicable notify **us**, as stated in “

24. Notification of **claims**” above, and

continuation of... CLAIMS CONDITIONS

25. Submit a claim in writing within 30 days at **Your** own expense together with such detailed proof and particulars as **we** may reasonably require.

Section 8 - PERSONAL ACCIDENT (Individual); and

Section 9 - PERSONAL ACCIDENT (Employees)

26. On the happening of any **accident** which may result in a claim being made under Section 8 or Section 9 **You** must:
- a) as soon as reasonably practicable notify **us**, as stated in “
  - b) Notification of **claims**” above, and
  - c) submit a claim in writing within 30 days at **Your** own expense together with full details of the **accident** and substantiation of the claim.
27. The **injured insured person** must as early as possible place themselves under the care of a medical practitioner.
28. Upon the death of an **insured person** after sustaining **injury**, **You** must give notice of their death to **us** as soon as reasonably practicable.
29. All certificates, information and evidence required by **us** must be supplied at **Your** or the **insured person’s** expense and be in the format **we** may reasonably proscribe. When required the **insured person** must submit to medical examination on **our** behalf at **our** expense in respect of any alleged **injury**. **We** will, in the event of death of the **insured person**, be entitled to have a post mortem examination at **our** own expense.

Section 10 ACCIDENTAL LOSS or DAMAGE (Commercial); and Section 11- PLANT

On the happening of any event which could give rise to a claim under Section 10 or Section 11 **You** must:

30. As soon as practicable, but preferably immediately if possible, notify the Police in the case of loss or **damage** by theft or malicious **damage**.
31. a) As soon as reasonably practicable notify **us**, as stated in “
32. Notification of **claims**” above, and
- b) submit a claim in writing within 30 days at **Your** own expense together with such detailed proof and particulars as **we** may reasonably require.

Section 12- DETERIORATION of FROZEN FOOD

On the happening of any event which could give rise to a claim under Section 12 **You** must:

33. As soon as reasonably practicable notify **us**, as stated in “
34. Notification of **claims**” above, and
35. Submit a claim in writing within 30 days at **Your** own expense together with such detailed proof and particulars as **we** may reasonably require.

GENERAL EXTENSION

As soon as reasonably practicable after **You** first become aware that the **insured event** has **damaged** the **Asbestos** **You** must:

36. Report the existence and cost of **damage** to **us**, but in all circumstances within 14 (fourteen) days of become aware of the **damage**; and
37. Submit a claim in writing within 30 days at **Your** own expense together with such detailed proof and particulars as **we** may reasonably require.

continuation of... CLAIMS CONDITIONS

**3. Basis of Settlement**

This Claims Condition is not applicable to Section 2 - EMPLOYERS' LIABILITY, Section 3 - PUBLIC and PRODUCTS LIABILITY and Prosecution Defence Costs Extension.

Section 1 - PROPERTY (Buildings and Contents)

As stated in the "Basis of Settlement" clause to that Section and subject to the applicable Condition of Average or Reinstatement Provisions stated in the "Conditions" to that Section.

Section 4 - MONEY (including Assault)

Section 5 - BUSINESS INTERRUPTION;

Section 6 - ACCIDENTAL BREAKAGE OF GLASS; and

Section 7 - GOODS IN TRANSIT

As stated in the "Basis of Settlement" clause to each Section.

Section 8 - PERSONAL ACCIDENT (Individual); and

Section 9 - PERSONAL ACCIDENT (Employees)

As stated in the "Table of Benefits" for each Section and subject to the "Conditions" applicable to each Section.

Section 10 - ACCIDENTAL LOSS or DAMAGE (Commercial); and

Section 11 - PLANT; and

Section 12 - DETERIORATION of FROZEN FOOD

As stated in the "Basis of Settlement" clause to each Section.

**4. Discharge of liability**

This Claims Condition is applicable only to Section 2 - EMPLOYERS' LIABILITY, Section 3 - PUBLIC and PRODUCTS LIABILITY and Prosecution Defence Costs Extension.

**We** may at any time pay to **You** in connection with any claim or series of claims under this **certificate** to which an **indemnity** applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and upon payment being made, **we** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred before the date of payment (unless the limit of indemnity is stated to be inclusive of defence costs).

However, if **we** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this **certificate** then **we** will also contribute **our** proportion of subsequent defence costs incurred with **our** consent.

**5. Other insurance**

If a claim is made under **Your certificate** and there is other insurance cover for which **You** are, or would be but for this **certificate**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- i) a proportionate share of the claim or
- ii) an amount beyond that which is or would be payable under the other insurance.

## 6. Contribution and Average

This Claims Condition is not applicable to Section 2 - EMPLOYERS' LIABILITY, - PUBLIC and PRODUCTS LIABILITY and Prosecution Defence Costs Extension.

- a) If **damage** which is covered under this **certificate** is covered by any other insurance **our** liability in respect of that **damage** will be limited to **our** rateable proportion of that **damage**.
- b) If that other insurance is subject to any condition of average this **certificate**, if not already subject to any condition of average will be deemed shall be subject to that same condition of average.
- c) If that other insurance is subject to any provision whereby it is excluded from ranking concurrently with this **certificate** either in whole or in part or from contributing proportionately to the **damage our** liability will be limited to that proportion of the **damage** which the sum insured under this **certificate** bears to the value of the **property**.

## 7. Subrogation

We will be entitled to undertake in **Your** name or on **Your** behalf

- i) the defence or settlement of any claim
- ii) steps to enforce rights against any other party before or after payment is made by **us**

## 8. Value Added Tax

This Claims Condition is not applicable to Section 2 - EMPLOYERS' LIABILITY, - PUBLIC and PRODUCTS LIABILITY and Prosecution Defence Costs Extension.

- a) To the extent that the **Insured** is accountable to the Tax Authorities for Value Added Tax all Terms in Insurance shall be exclusive of such Tax.
- b) For the purpose of this condition any adjustment implemented in current cost accounting will be disregarded.

## 9. Reinstatement or Replacement

This Claims Condition is not applicable to Section 2 - EMPLOYERS' LIABILITY, Section 3 - PUBLIC and PRODUCTS LIABILITY and Prosecution Defence Costs Extension.

**We** may at **our** option reinstate or replace any **property** destroyed or **damaged** without being bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner.

**You** must, at **Your** own expense, produce and provide **us** with all applicable plans, documents, books and information as **we** may reasonably require.

## 10. Our Rights

This Claims Condition is not applicable to Section 2 - EMPLOYERS' LIABILITY, Section 3 - PUBLIC and PRODUCTS LIABILITY and Prosecution Defence Costs Extension.

On the happening of any **damage** or Injury in respect of which a claim is made **we** and any person authorised by **us**:

- a) Enter, take or keep possession of the **premises** where that **damage** has occurred;
- b) take possession of or require to be delivered to **us** the **damaged property**;

for all reasonable purposes and in any reasonable manner without incurring any liability or diminishing any of **our** rights under this **certificate**.

No **property** may be abandoned to **us**, whether or not **we** have taken possession of the **property**.

## continuation of... CLAIMS CONDITIONS

**11. Other Interests**

The names of any parties, not detailed in the **schedule** or any **endorsement** to this **certificate**, who have an interest in any of the **property** must be declared by **You** to **us** at the time of making a written claim.

**12. Agency Status**

For the purpose of receiving claims notification and all matters relating to claims, unless stated otherwise, acts as **our** agent and not **Your** agent.

**13. Arbitration**

If **we** agree to pay **Your** claim and **You** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Alternatively, depending on the size of **Your business**, **You** may be able to refer **Your** case to the Financial Ombudsman Service (FOS). In either case this will not affect **Your** right to take action against **us** over this disagreement.

This condition does not apply to Section 3 – Public and Products liability and Section 2 – Employers' Liability.

## GENERAL CONDITIONS

The following General Conditions are applicable to all Sections of the **certificate** unless stated otherwise.

### 1. Adjustment of premium

Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within ninety (90) days of the expiry of the **period of insurance** declare actual values as **we** require. The premium will then be adjusted and any difference paid or allowed to **You**, except that if the premium stated in the **schedule** is expressed as “minimum and deposit” and the premium adjustment calculation results in an amount which is less than the “minimum and deposit” stated in the **schedule**, a rebate of premium will not be paid to **You**. Where the estimates include remuneration to **employees**, the required declaration must also include remuneration to all persons defined as **employees** by this **certificate**. Failure to declare these particulars to **us** will entitle **us** to estimate those actual values if **we** so wish and to assess further premium payment due calculated on **Your** original estimated values.

**You** must comply with the following conditions to have the full protection of **Your certificate**. If **You** do not comply then **we** may at **our** option take one or more of the following actions

- i) Cancel **Your certificate**
- ii) Declare **Your certificate** void (treating **Your certificate** as if it had never existed)
- iii) Change the terms of **Your certificate**
- iv) Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

There are additional conditions under each section of cover

### 2. Change of risk

**You** must tell **us** as soon as possible during the **period of insurance** of any change

- i) to the **business**
- ii) in the person, firm, company or organisation shown in **Your schedule** as the **insured**
- iii) to the information **You** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **Your certificate**

**Your certificate** will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

**We** do not have to accept any request to vary **Your certificate**. If **You** wish to make any alteration to **Your certificate** **You** must disclose any change to the information **You** previously provided or any new information that could affect this insurance. If **we** accept any variation to **Your certificate**, an increase in the premium or different terms or conditions of cover may be required by **us**.

### 3. Observance

**You** must observance and fulfil the terms and conditions of this **certificate** insofar as they relate to anything to be done or complied with by **You**.

### 4. Reasonable care

**You** must take reasonable steps to

- i) prevent or protect against injury, loss or **damage**
- ii) keep **Your premises**, machinery, plant and equipment and all other **property** insured in good condition and in full working order
- iii) remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **You** must allow access to **Your premises** and/or activities of **Your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us**.

continuation of... GENERAL CONDITIONS

## 5 Cancellation

- i. **You** may cancel **Your** policy within 14 days of receiving **Your** policy in the first **period of insurance** if for any reason **You** are dissatisfied or the **certificate** does not meet **Your** requirements.
- ii. **You** may cancel **Your certificate** at any time if the **business** is sold by **You** or **You** cease trading or **You** sell all the **property** insured shown in **Your schedule**.
- iii. **We** can cancel **Your** policy
  1. at any time by giving 30 days written notice to **Your** last known address
  2. immediately, without giving **You** notice if the premium has not been paid to **us**.

Where **Your policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**. Cancellation of **Your certificate** will not affect any claims or rights **You** or **we** may have before the date of cancellation.

**We** do not have to offer renewal of **Your certificate** and cover will cease on the expiry date.

## 6 Fair Presentation of Risk

**You** have a duty to make a fair presentation of the risk which **You** wish to insure. This applies prior to the start of **Your certificate**, if any variation is required during the **period of insurance** and prior to each renewal. If **You** do not comply with this condition then

1. If the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **Your certificate** void and keep the premium. This means treating the policy as if it had not existed and that **we** will not return **Your** premiums, or
2. If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **You** made a fair presentation, then **we** can elect to make **Your certificate** void and return **Your** premium or
3. If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **You** made a fair presentation of the risk then **we** can:
  - a. reduce proportionately any amount paid or payable in respect of a claim under **Your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **You** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
  - b. treat **Your certificate** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **You** made a fair presentation.
4. Where **we** elect to apply one of the above then
  - a. if **we** elect to make **Your certificate** void, this will be from the start of the **certificate**, or the date of variation or from the date of renewal.
  - b. **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal
  - c. **we** will treat the **certificate** as having different terms imposed from the start of the **certificate**, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

## 7 Fraud

**You** and anyone acting for **You** must not act in a fraudulent way.

If **You** or anyone acting for **You**

1. knowingly makes a fraudulent or exaggerated claim under **Your certificate**
  2. knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine)
- or

3. knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

**We will**

1. refuse to pay the claim
2. declare the **certificate** void from the date of the fraudulent act without any refund of premiums.

**We** may also inform the police of the circumstances.

## 8 Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your certificate** that **we** will not provide cover, or pay any claim or provide any benefit under **Your certificate** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

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