



The Cottagesure Holiday Cottage
Complex Owners' Insurance Policy
Policy Document



Cottagesure

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Introduction

Welcome to Gallagher Cottagesure. Thank **you** for choosing **us** as **your** Insurance provider. **Your Policy** (including the **Schedule**, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if **you** mislay any part of **your Policy** documentation.

Please read the **Policy** and **Schedule** carefully and if they do not meet **your** needs return them to **us** or **your** insurance intermediary.

Customer Care Services

Although **we** hope that **you** will never need to make a claim on **your** insurance **policy**, **we** have made everything as simple and straightforward as possible should **you** ever need to use the claims service.

When an accident happens, **you** should without delay take any action **you** think is necessary to protect **your property** and belongings from further **damage**, such as switching off the gas, electricity or water.

If **you** need to make a claim under this **policy**, please contact **01452 801704**.

To help **us** deal with **your** claim quickly **we** may require **you** to provide assistance and evidence that the **insurer** requires concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

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

This information will enable the **insurer** to make an initial evaluation on **policy** liability and claim value.

Claims Team: **01452 801704** Lines open: Mon - Fri 9am - 5pm

Out of hours emergency advice: **01724 761378**

Thank you

For choosing Cottagesure Holiday Cottage Complex Owners' Insurance from Gallagher

This **policy** has been arranged by Arthur J. Gallagher Insurance Brokers Limited on behalf of HCC International Insurance Company Plc. HCC International Insurance Company Plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. In consideration of the premium, the **insurers** are bound, each for **their** own part and not for another, **their** Executors and Administrators, to insure in accordance with the terms and conditions contained or endorsed on this insurance **policy**.

Insurers agree to the extent and in the manner detailed, to insure **you** against loss or **damage** sustained or legal liability for accidents happening during the **period of insurance** stated in the **Schedule**, after such loss, **damage** or liability are proved.

Provided always that:

- the liability of the **insurers** will not exceed the **limits of liability** stated in the **Schedule** or such other **limits of liability** as may be substituted and attached by memorandum;
- this **policy** insures in respect only of the sections specified in the **Schedule**;
- this **policy** is subject to all the provisions, conditions, warranties and exclusions which are contained within the **policy** wording. The **policy** wording, the **schedule** and any endorsements are evidence of **your** insurance contract and should be read as if they were one document.

OUR AGREEMENT

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on information **you** have given.

You are required to make a fair presentation of the risk to the **insurers** which discloses every material circumstance which **you** know or ought to know relating to the risk to be insured. This includes information known by **your** senior management and those responsible for arranging **your** insurance as well as information which would reasonably have been revealed by a reasonable search of information available to **you**. A circumstance is material if it would influence the judgment of a prudent **insurer** in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply with the duty of fair presentation could mean that the **policy** is void or that the **insurer** is not liable to pay all or part of **your** claim(s). If **you** are in any doubt as to what may constitute a fair presentation, please feel free to contact **us** and **we** will endeavour to assist **you**.

You must take all reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your policy**.

When **we** are notified of a change, **we** will tell **you** whether this affects **your policy**. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your policy**. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within the **policy**.

Please read the whole **policy** 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

Please contact **us** without delay if this **policy** is not correct or if **you** would like to ask any questions.



Elaine Lennox

For and on behalf of Gallagher Cottagesure.

This **policy** document should be read together with **your policy schedule** and endorsements.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Property Damage Insurance

WHAT IS COVERED	WHAT IS NOT COVERED
Events THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER PROPERTY DAMAGE INSURANCE SECTION IN THE SCHEDULE	
1. Fire, smoke, lightning, explosion and earthquake.	1. Your Contribution as shown in the Schedule .
2. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.	1. Your Contribution as shown in the Schedule . 2. Damage arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority. 3. Damage arising from stoppage of work. 4. Damage directly caused in the course of theft or attempted theft by malicious persons not acting on behalf of or in connection with any political organisation.
3. Storm or flood.	1. Your Contribution as shown in the Schedule . 2. Damage caused solely by change in the Water Table Level . 3. Damage caused by frost, Subsidence, Ground Heave or Landslip . 4. Damage caused to fences, gates, hedges, trees, plants, shrubs and turf unless there is Damage to structural parts of the Building at the same time.
4. Escape of water from any tank, apparatus, pipe or appliance.	1. Your Contribution as shown in the Schedule . 2. Damage by water discharged or leaking from an automatic sprinkler installation.
5. Escape of oil from a fixed heating installation or connected apparatus	1. Your Contribution as shown in the Schedule .
6. Impact by a) any vehicle or animal b) aircraft or other aerial devices or articles dropped from them	1. Your Contribution as shown in the Schedule .
7. Accidental escape of water from any automatic sprinkler installation	1. Your Contribution as shown in the Schedule . 2. Escape caused by freezing or unfreezing of the installation or any part of it in any Building which is Unoccupied .
8. Theft or attempted theft.	1. Your Contribution as shown in the Schedule . 2. Damage which You can recover from another source.
9. Subsidence, Ground Heave or Landslip	1. Your Contribution as shown in the Schedule . 2. Damage arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course. 3. Damage occurring as a result of the construction, demolition, structural alteration or structural repair of Buildings or any groundwork or excavation at the Premises .

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WHAT IS COVERED	WHAT IS NOT COVERED
9. Subsidence, Ground Heave or Landslip	<p>4. Damage arising from normal settlement or bedding down of new structures.</p> <p>5. Damage to car parks, drives, roads, pavements, footpaths, patios, terraces, swimming pools, tennis courts, squash courts, walls, fences, gates and hedges unless there is Damage to structural parts of the Building at the same time.</p> <p>6. Damage caused by or arising from faulty workmanship, design or materials.</p> <p>7. Damage commencing prior to the granting of cover under this Insurance.</p>
10. a) Falling trees or their branches. b) Falling television or radio receiving aerials, aerial fittings and masts or satellite dishes.	1. Your Contribution as shown in the Schedule .
11. Any other accidental damage .	<p>1. Your Contribution as shown in the Schedule.</p> <p>2. Damage by any of the Events 1 - 9 or the causes shown under 'What is not covered' for each of these Events (whether or not insured).</p> <p>3. Damage caused by</p> <ul style="list-style-type: none"> a) its own faulty or defective design or materials b) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or c) faulty or defective workmanship by You or Your Employees but this shall not exclude subsequent Damage which itself results from an Insured Event. <p>4. Damage caused by</p> <ul style="list-style-type: none"> a) corrosion, rust, wet or dry rot, shrinkage, dampness, dryness, marring, scratching, vermin or insects b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates. <p>but not</p> <ul style="list-style-type: none"> i) such Damage which itself results from other Damage which is covered by this Insurance. ii) subsequent Damage which itself results from an Insured Event. <p>5. Damage caused by pollution or contamination unless resulting from a sudden, identifiable, unintended and unexpected cause which occurs in its entirety at a specific moment in time and place during the Period of Insurance and which is not otherwise excluded.</p> <p>6. Damage to any Buildings or structure caused by its own collapse or cracking unless resulting from a sudden, identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which does not result from</p> <ul style="list-style-type: none"> a) any Buildings being built, demolished or undergoing structural alteration or repair b) groundworks or excavation works and is not otherwise excluded. <p>7. Damage caused by disappearance or unexplained loss.</p>

Extensions to Cover

THIS INSURANCE ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
1. Extinguishment and Alarm Setting Expenses The costs incurred by You in refilling fire extinguishing appliances, replacing used sprinkler heads and resetting fire or intruder alarms solely as a result of Damage by any of the Insured Events 1 to 10 of this Insurance.	<p>1. Your Contribution as shown in the Schedule.</p> <p>2. Any amount in excess of £50,000 any one loss.</p>
2. Damage to Landscaping The costs incurred in	<p>1. Your Contribution as shown in the Schedule.</p> <p>2. Any amount in excess of £25,000 any one loss.</p> <p>3. The failure of any plant to germinate or propagate following replacement under this extension.</p>
<ul style="list-style-type: none"> a) repairing Damage to landscaped gardens and grounds caused by the emergency services when attending the Premises b) replanting trees, shrubs, plants and turf used in landscaping <p>as a result of Damage by any of the Insured Events 1 to 10 of this Insurance.</p>	
3. Trace and Access and Repair or Replacement Damage occurring as a result of escape of water or oil as insured by Events 4 and 6 including	<p>1. Your Contribution as shown in the Schedule.</p> <p>2. Any amount in excess of £50,000 any one loss.</p>
<ul style="list-style-type: none"> a) the costs necessarily incurred in locating the source of such Damage b) the costs necessarily incurred in repairing and making good any Damage caused in locating the source of the Damage c) the costs of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing. 	
4. Glazing Repairs The costs incurred in	1. Your Contribution as shown in the Schedule .
<ul style="list-style-type: none"> a) any necessary boarding up or temporary glazing in order to secure the Premises pending replacement of broken glass if a replacement cannot be made at the same time b) the removing and refixing of window fittings, framework and other obstacles to replacement <p>as a result of Damage by any of the Insured Events 1 to 10 of this Insurance.</p>	
5. Additional Sprinkler Costs The costs incurred in upgrading an automatic sprinkler installation to current LPC Rules solely as imposed upon You by Us after Damage to Your Buildings by any of the Insured Events 1 to 10 of this Insurance provided that at the time of Damage the installation conformed to the 28th or 29th Edition Rules or to LPC Rules current at the time of installation but did not conform to subsequent amendments to those Rules.	1. Your Contribution as shown in the Schedule .

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WHAT IS COVERED	WHAT IS NOT COVERED
<p>6. Replacement of Locks</p> <p>The costs necessarily incurred in replacing the locks or changing parts of the locks if the keys to the Buildings or to any safe or strongroom in Your Premises are stolen or lost or if there is reasonable evidence that the keys have been duplicated by an unauthorised Person.</p>	<ol style="list-style-type: none"> 1. Your Contribution as shown in the Schedule. 2. Any amount in excess of £2,500 any one loss.
<p>7. Unauthorised Use of Electricity, Oil, Gas or Water</p> <p>The cost of metered electricity, oil, gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Buildings without Your authority.</p>	<ol style="list-style-type: none"> 1. Your Contribution as shown in the Schedule. 2. Any amount in excess of £25,000 in any one Period of Insurance 3. Costs incurred unless <ol style="list-style-type: none"> a) the Buildings, including any individual Residential Properties, have been inspected weekly by You or a responsible person on Your behalf prior to the unauthorised occupation of the Premises b) all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.
<p>8. Loss of Oil, Gas and Metered Water</p> <p>The additional oil, gas and metered water charges incurred by You as a result of Damage caused by any of the Insured Events 1 to 10 of this Insurance. The amount payable shall be ascertained by comparing the charge made by the oil, gas or water suppliers on their accounts for the period during which the loss occurred with the normal charge but adjusted for any relevant factors affecting Your liability for metered water charges during such period.</p> <p>The costs necessarily and reasonably incurred by You in the Event of Damage resulting from the escape of water, gas or oil as covered by the Policy in locating the cause of such Damage and subsequently making good.</p>	<ol style="list-style-type: none"> 1. Your Contribution as shown in the Schedule. 2. Any amount in excess of £25,000 in any one Period of Insurance. 3. Any loss for which remedial action has not been taken within 14 days of the discovery of the Damage.
<p>9. Removal of Nests</p> <p>The cost of removing any wasps or bees nests from the Buildings.</p>	<ol style="list-style-type: none"> 1. Your Contribution as shown in the Schedule. 2. The cost of removal of any nests already in the Buildings before Your Insurance cover commences. 3. Any amount in excess of £5,000 in any one Period of Insurance.
<p>10. Tree Felling and Lopping</p> <p>The cost of removing or lopping any trees which are an immediate threat to the safety of life or Property.</p>	<ol style="list-style-type: none"> 1. Your Contribution as shown in the Schedule. 2. Any costs You have to pay solely in order to comply with a Preservation Order. 3. Any amount in excess of £2,500 in any one Period of Insurance.
<p>11. Temporary Removal</p> <p>Damage to fixtures and fittings or other Property insured under Buildings and, if included, Contents whilst temporarily removed from the Premises to any location or whilst in transit for cleaning, renovation or repair or other similar purposes.</p>	<ol style="list-style-type: none"> 1. Any Property that is insured on another policy. 2. Damage by theft or attempted theft from any building that does not involve forcible entry into or exit from the building. 3. Any amount in excess of £75,000 or 50% of the Sum Insured on the relevant Buildings or Contents item whichever is the less in respect of any one loss 4. Damage occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

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WHAT IS COVERED	WHAT IS NOT COVERED
<p>12. Alterations and Additions to the Buildings</p> <p>If alterations and additions are made to the Buildings during the Period of Insurance that are not more specifically insured the Declared Value and sum insured in respect of Buildings will be increased by the value of the alterations or additions from practical completion of the work until the renewal date immediately following completion.</p>	<ol style="list-style-type: none"> 1. Your Contribution as shown in the Schedule. 2. Damage to Buildings insured on another policy. 3. Any amount in excess of 10% of the respective Buildings Declared Value and sum insured or £500,000 whichever is the lower amount.
<p>13. Automatic Cover for Newly Acquired Premises</p> <p>Damage to any newly acquired or newly constructed premises for which You are responsible provided that, as soon as reasonably practicable, You shall notify Us in writing of each Building acquired and arrange specific cover with Us.</p> <p>In respect of premises purchased for renovation or redevelopment the 'Alternative Basis of Settlement' noted under 'How We settle claims for Damage to Buildings/'Additional factors when settling Buildings claims' shall apply.</p>	<ol style="list-style-type: none"> 1. Your Contribution as shown in the Schedule. 2. Damage to Property insured on another policy. 3. Damage occurring after a period of 30 days from the date You acquired Your interest in the Buildings. 4. Any amount in excess of <ol style="list-style-type: none"> a) £250,000 any one claim for Buildings of any Residential Property (excluding blocks of Flats). b) £500,000 any one claim for Buildings in respect of any other premises. 5. Damage occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
<p>14. Index Linking</p> <p>An adjustment in the sums insured and Declared Values shown on the Schedule will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following Damage provided the sums insured at the time of the Damage represent the full rebuilding or replacement cost as appropriate, and work is carried out without undue delay.</p> <p>For Your protection We will not reduce Your sums insured if the index moves down unless You ask Us to.</p> <p>No extra charge will be made for any increase in sums insured until the renewal of the Policy when the renewal premium will be based on adjusted sums insured.</p>	
<p>15. General Interests</p> <p>The interests of freeholders, lessees, underlessees, assignees and/or mortgagees of Buildings covered are noted in this Insurance subject to You disclosing their names to Us in the event of any claim arising.</p>	
<p>16. Guests and Employees Personal Belongings</p> <p>Damage by any insurable Event to guests and employees clothing and personal belongings (including personal money, for an amount not exceeding £100)</p> <p>Excluding bankers' cards credit and debit cards and belongings otherwise insured.</p>	<ol style="list-style-type: none"> 1. Any amount in excess of £1,000 any one claim.

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WHAT IS COVERED	WHAT IS NOT COVERED
<p>17. Property In The Open</p> <p>Damage to the following property by any insurable Event to</p> <p>a) fixed or unfixd monuments, statues, garden contents and decorations and ornaments in the grounds of the Premises</p> <p>b) groundsman's equipment in the grounds of the Premises provided that any mechanically or electrically driven equipment is immobilised when not in use.</p>	<p>1. Any amount in excess of £5,000 in respect of items described in a) in any one period of insurance £5,000 in respect of items described in b) in any one period of insurance.</p>
<p>18. Personal Belongings for Guests Use</p> <p>Damage by an insurable Event to Your personal belongings whilst being used by Your guests with Your permission in connection with the business.</p>	<p>1. Any amount in excess of £1,000 any one claim.</p>
<p>19. Goods in Transit</p> <p>Damage to contents whilst being transported in connection with the Business within any road vehicle operated by you anywhere in the United Kingdom.</p>	<p>1. Any amount in excess of £250 any one claim.</p>

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Business Interruption Insurance

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Events</p> <p>THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER PROPERTY DAMAGE INSURANCE SECTION IN THE SCHEDULE</p>	
<p>1. Fire, smoke, lightning, explosion and earthquake.</p>	<p>1. Damage to Property caused by its undergoing any process involving the application of heat.</p>
<p>2. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.</p>	<p>1. Damage arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.</p> <p>2. Damage arising from stoppage of work.</p> <p>3. Damage in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.</p> <p>4. Damage in respect of any Building which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.</p>
<p>3. Storm or flood.</p>	<p>1. Damage caused solely by change in the Water Table Level.</p> <p>2. Damage caused by frost, Subsidence, Ground Heave or Landslip.</p> <p>3. Damage caused to fences gates and moveable Property in the open.</p>
<p>4. Escape of water from any tank, apparatus, pipe or appliance.</p>	<p>1. Damage by water discharged or leaking from an automatic sprinkler installation.</p> <p>2. Damage in respect of any Building which is empty or not in use.</p>
<p>5. Impact by</p> <p>a) any road vehicle including any fork lift truck or other industrial vehicle or</p> <p>b) an aircraft or other aerial devices or articles dropped from them or</p> <p>c) an animal</p>	
<p>6. Accidental escape of water from any automatic sprinkler installation</p>	<p>1. Damage in respect of any Building which is empty or not in use.</p> <p>2. Damage by heat caused by fire.</p>
<p>7. Theft or attempted theft.</p>	<p>1. Damage to Property in any part of the Building not occupied by You for the purpose of the Business.</p> <p>2. Damage expedited or in any way brought about by You or by any of Your directors, partners or Employees.</p> <p>3. Damage due to a person obtaining any Property by deception.</p> <p>4. Damage to Money and securities of any description.</p> <p>5. Damage due to disappearance or unexplained or inventory shortage.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
8. Subsidence, Ground Heave or Landslip	<ol style="list-style-type: none"> Damage arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course. Damage occurring as a result of the construction, demolition, structural alteration or structural repair of any Property at the Premises. Damage arising from normal settlement or bedding down of new structures. Damage commencing prior to the granting of cover under the Insurance.
9. Oil escaping from a fixed heating installation or connected apparatus.	
10. Falling trees or their branches.	<ol style="list-style-type: none"> Damage caused by felling or lopping by You or on Your behalf.
<ol style="list-style-type: none"> Accidental breakage of fixed Glass and fixed sanitary ware. Accidental Damage to neon and illuminated signs and electric light fittings forming part of the Buildings at the Premises and either owned by You or for which You are legally responsible for repair. 	<ol style="list-style-type: none"> Damage <ol style="list-style-type: none"> as a direct result of alterations to the framework or position of any Glass or neon and illuminated signs and electric light fittings or sanitary ware while the Premises are empty or not in use existing prior to the commencement of this Insurance and not subsequently replaced
12. Any other accidental damage .	<ol style="list-style-type: none"> Damage by any of the Events 1 to 11 or the causes shown under 'What is not covered for each of these Events (whether or not insured). Damage to any Property caused by <ol style="list-style-type: none"> its own faulty or defective design or materials inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or faulty or defective workmanship, operational error or omission on Your part or that of Your Employees but this shall not exclude subsequent Damage which itself results from an Insured Event Damage caused by <ol style="list-style-type: none"> corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects change in temperature, colour, flavour, texture or finish joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates

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WHAT IS COVERED	WHAT IS NOT COVERED
12. Any other accidental damage (continued).	<ol style="list-style-type: none"> the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services but not <ol style="list-style-type: none"> such Damage which itself results from other Damage which is covered by this Insurance subsequent Damage which itself results from an Insured Event. <ol style="list-style-type: none"> Damage caused by pollution or contamination. Damage caused by acts of fraud or dishonesty. Damage caused by disappearance, unexplained or inventory shortage, misfiling or misplacing or information. Damage to a building or structure caused by its own collapse or cracking. Damage to fences, gates and moveable Property in the open by wind, rain, hail, sleet, snow, flood or dust. Damage to Property resulting from its undergoing any process of production, packing treatment, testing commissioning, servicing or repair. Damage to Property in transit other than Computer Equipment, Ancillary Equipment or Computer Systems Records. Damage to Computer Equipment, Ancillary Equipment or Computer Systems Records in transit unless it is in the custody of Your director, principal, partner or Employee. Damage to Property or structures in course of construction or erection and to materials or supplies relating to such Property or structures. Damage to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft. Damage to land, roads, pavements, piers, jetties, bridges, culverts or excavations. Damage to livestock, growing crops or trees.

Extensions to Cover

THIS INSURANCE ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1. Failure of Public Supply Loss as a result of failure of the public supply of</p> <ul style="list-style-type: none"> a) electricity at the terminal ends of the supply authority's service feeders at the Premises b) gas at the supply authority's meters at the Premises c) water at the supply authority's main stop cock serving the Premises. 	<ul style="list-style-type: none"> 1. Loss incurred during the first 30 minutes of the Indemnity Period. 2. Loss as a result of failure of the public supply caused by drought or the deliberate act of any supply authority or service provider or by the exercise by any authority of its power to withhold or restrict supply or services. 3. Any amount in excess of £30,000 after the application of all other terms and conditions of this Insurance. 4. Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.
<p>2. Murder, Suicide Loss as a result of</p> <ul style="list-style-type: none"> a) Murder or suicide occurring at the Premises. 	<ul style="list-style-type: none"> 1. Any amount in excess of £30,000 after the application of all other terms and conditions of this Insurance. 2. Any amount of the loss that continues more than twelve months after the occurrence of the loss.
<p>3. Denial of Access Damage to Property within 1 mile of the Premises by any of the Insured Events 1 to 12 which</p> <ul style="list-style-type: none"> a) hinders or prevents the use of the Premises or access to them 	<ul style="list-style-type: none"> 1. Loss as a result of Damage which prevents or hinders the supply of electricity, gas, water or telecommunications services. 2. Any amount in excess of £30,000 after the application of all other terms and conditions of this Insurance.
<p>4. Telecommunications System Loss as a result of accidental failure of the telecommunications system serving the Premises at the incoming telephone line terminals at the Premises.</p>	<ul style="list-style-type: none"> 1. Loss as a result of accidental failure of satellite or mobile phone services. 2. Loss incurred during the first 30 minutes of the Indemnity Period. 3. Loss as a result of failure of the telecommunications system caused by the deliberate act of the service provider or the exercise by any authority of its power to withhold or restrict services. 4. Any amount in excess of £30,000 after the application of all other terms and conditions of this Insurance. 5. Loss as a result of a failure or restriction of the telecommunication system caused by industrial action or strikes. 6. Loss as a result of upgrading the system by You whether or not undertaken by the telecommunications authority. 7. Loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority. 8. Loss as a result of use of equipment by You which is incorrectly installed or incompatible with the telecommunications system. 9. Loss as a result of the inability to access <ul style="list-style-type: none"> a) extranets or b) applications and any services over the internet.

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WHAT IS COVERED	WHAT IS NOT COVERED
<p>5. Outstanding Debit Balances Damage by any Insured Event at the Premises to Property Insured which prevents You from tracing or establishing customers' Outstanding Debit Balances in whole or in part due to You.</p>	<ul style="list-style-type: none"> 1. Any amount in excess of 10% of the sum insured or £30,000 whichever is the lower after the application of all other terms and conditions of this Insurance.
<p>6. Pollution of beach Loss that is solely attributable to sudden or accidental pollution of any beach within a ten mile radius of the Premises.</p>	<ul style="list-style-type: none"> 1. Any amount in excess of £10,000 after the application of other terms and conditions of this insurance. 2. Any loss that continues more than 12 months after the occurrence.
<p>7. Alternative Accommodation If the Premises are made uninhabitable as a result of Damage by an Insured Event, We will pay the additional costs of similar accommodation for You or Your guests.</p>	
	THIS INSURANCE ALSO DOES NOT COVER
	<ul style="list-style-type: none"> 1. Sonic Bangs Loss as a result of Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds. 2. War and Allied Risks Loss as a result of Damage caused by <ul style="list-style-type: none"> a) riot or civil commotion unless such Event is specifically insured and then only to the extent stated b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. 3. Pollution and Contamination Loss as a result of Damage caused by pollution or contamination but this shall not exclude loss resulting from Damage (not otherwise excluded) caused by <ul style="list-style-type: none"> a) pollution or contamination which itself results from any Event insured (other than Event 12) b) any Event insured (other than Event 12) which itself results from pollution or contamination. 4. Radioactive Contamination Loss as a result of Damage caused by or happening through or causing loss or destruction of or Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from <ul style="list-style-type: none"> a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.

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WHAT IS COVERED	WHAT IS NOT COVERED
	<p>5. Satellite Telecommunications</p> <p>a) Loss arising from the failure of any satellite prior to it obtaining its full operating function or while in or beyond the final year of its design life.</p> <p>b) Atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.</p> <p>6. Terrorism</p> <p>Loss as a result of Damage caused by or happening through or in consequence directly or indirectly of</p> <p>a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss</p> <p>and</p> <p>b) in Northern Ireland civil commotion.</p> <p>This Insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.</p> <p>In Great Britain and Northern Ireland Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.</p> <p>In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to</p> <p>a) influence any government or any international governmental organisation or</p> <p>b) put the public or any section of the public in fear.</p> <p>In any action, suit or other proceedings where We allege that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Insurance the burden of proving that such Damage or loss is covered shall be upon You.</p> <p>7. Electronic Risk</p> <p>Loss as a result of Damage to the Property Insured arising directly or indirectly from</p> <p>a) the transmission or impact of any Virus</p> <p>b) unauthorised access to a System</p> <p>c) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication</p>

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WHAT IS COVERED	WHAT IS NOT COVERED
	<p>d) Failure of a System</p> <p>e) any misinterpretation, use or misuse of Data but We will not exclude Damage to Property Insured caused by Events 1 – 12 unless</p> <p>1 such Damage arises from</p> <p>i) any malicious act</p> <p>ii) any omission</p> <p>iii) theft where the theft is achieved by electronic means</p> <p>iv) any of the causes shown under 'What is not covered for each of Events 1 – 12 (whether or not insured)</p> <p>2 in respect of Damage to Data by Event 7 (Theft) the theft is achieved by electronic means alone and the physical media on which the Data is held is not also stolen.</p>

How We settle claims for Damage to Buildings

If any of the **Buildings** described in the **Schedule** suffer **Damage** by any **Event** covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability in any one **Period of Insurance** shall not exceed in respect of each item on **Buildings** the sum insured shown in the **Schedule** or any other stated **Limit of Liability**.

Our liability may exceed the sum insured when such excess is solely in respect of Value Added Tax.

As long as the **Damage** is covered under this Insurance **We** will pay **You**

Cost A

The cost of **reinstatement** which is

- 1 the cost of rebuilding where the **Building** is destroyed or the cost of replacement by similar **Property**
- 2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same as but not better or more extensive than its condition when new

Cost B

The cost of complying with Public Authorities requirements which is the additional cost of **reinstatement** of the **Property** incurred with **Our** consent in complying with **Building** Regulations or local authority or other statutory requirements imposed upon **You** following **Damage** unless **You** knew that **You** needed to meet any regulations or conditions and a notice had been served on **You** before the **Damage** occurred.

We will not pay any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

Our liability in respect of the cost of complying with such regulations relating to undamaged portions of the **Buildings** (other than the foundations) is limited to 15% of the amount **We** would have been liable to pay to reinstate the **Buildings** had they been wholly destroyed.

Cost C

The cost of removing debris which is the cost incurred with **Our** consent in

- 1 removing debris, dismantling, demolishing, shoring up and propping portions of the **Property**
- 2 clearing, cleaning or repairing **Services** as a result of **Damage** which is covered by this Insurance

excluding costs incurred

- a) in removing debris from outside the site of the **Buildings** other than from the surface area immediately adjacent to the perimeter of the **Buildings**
- b) or arising from pollution or contamination however caused to **Property** not covered by this Insurance
- c) in respect of **Damage** which occurred prior to the start date of this Insurance.

In respect of pollution or contamination which results in the removal of debris from car parks, roads or pavements, **We** will not pay more than

- i) 10% of the **Buildings** sum insured for that item or £250,000 (whichever is the less) in respect of any one occurrence
- ii) £1,000,000 in total in respect of all such occurrences during any one **Period of Insurance**

Cost D

The cost of professional **fees** which are those professional **fees** necessarily incurred in the **reinstatement** of the **Property** but not for preparing any claims.

Additional factors when settling Buildings claims

When We Reinstate or Replace Property

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

Rebuilding on Another Site

The **Buildings** may be wholly or partially rebuilt on another site and in any manner suitable to **Your** requirements provided that it does not increase **Our** liability.

Partial Damage

Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Obsolete Building Materials

If the **Buildings** or damaged parts cannot be restored to their original form, **We** will rebuild or restore them with materials of a similar quality. In this instance, the **Buildings** will not be regarded as being in better condition than new, provided that **Our** liability for any additional costs does not exceed 5% of the **Declared Value** for that item.

Buildings Awaiting Refurbishment, Redevelopment or Renovation

If at the time of the **Damage** any **Buildings** are awaiting refurbishment, redevelopment or renovation, **We** will not pay for any costs which would have been incurred by **You** in

the absence of such **Damage**.

Buildings Awaiting Demolition

If at the time of the **Damage** any **Buildings** are awaiting demolition, **Our** liability is limited to the additional cost of removing debris, as detailed in Cost C above, which is incurred by **You** solely as a result of such **Damage**.

Removal of Debris - Contents

In respect of **Damage** to Properties Cost C above is extended, subject to exclusions **a)**, **b)** and **c)**, to include the irrecoverable costs and expenses necessarily incurred by **You** with **Our** consent in removing from the **Buildings** the debris of **contents** (not being **Your Property**), which suffer **Damage**. **We** will not pay more than £10,000 for such costs in respect of any one **Premises**

Further Investigation Costs

If **Your Buildings** have suffered **Damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to parts of the same **Buildings** which is not immediately apparent, **We** will pay the costs incurred by **You** with **Our** prior consent in establishing whether further **Damage** has occurred. **We** will also pay the costs incurred by **You** in establishing whether other **Buildings** owned by **You** in the vicinity have suffered **Damage** in the same incident.

Alternative Basis of Settlement

Our liability shall be limited to the Alternative Basis of Settlement

- 1 if **You** do not rebuild or restore the **Buildings**
- 2 until the cost of **reinstatement** has actually been incurred
- 3 if the work of **reinstatement** is not carried out as quickly as is reasonably practicable
- 4 if at the time of its **Damage** the **Property** is covered by any other insurance effected by **You** or on **Your** behalf and such other insurance is not on the identical basis of **reinstatement** defined in Cost A above
- 5 if in the **Schedule** it is stated that the Alternative Basis of Settlement applies.

Where the Alternative Basis of Settlement applies **We** will pay the reduction in market value of the **Buildings** immediately following the **Damage** solely as a result of the **Damage** but not exceeding the amount which would have been payable had the **Buildings** been rebuilt or repaired.

Your sum insured - the penalty for underinsurance

If at the time of the **Damage** the **Declared Value** applying to the relevant **Buildings** item is less than 85% of the Insurable Amount (see below) **You** will be responsible for the difference and **You** will bear a proportionate share of the loss.

Insurable Amount is the total of the above Costs A, B, C and D in reinstating the **Buildings** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

However, if the loss is settled under the Alternative Basis of Settlement the **Declared Value** of the relevant item shall be 115% of the base value shown and the Insurable Amount shall be the total of the value at the time of the **Damage** of the **Property** insured by the item and the additional Costs B, C and D above.

Value Added Tax

We will pay the Value Added Tax payable by **You** which **You** are not subsequently able to recover, provided that

- 1
 - a) **Your** liability for such tax arises solely from the rebuilding or restoration of the **Buildings** following **Damage**
 - b) **We** have paid or agreed to pay for such **Damage**
 - c) if the payment **We** make in respect of the rebuilding or restoration is less than the actual cost of rebuilding or restoration, **We** will only pay the same proportion of the Value Added Tax applicable
- 2 **Your** liability for such tax does not arise from the replacement **Buildings** having a greater floor area than or being in a better condition or more extensive than the damaged **Buildings**
- 3 if the **Buildings** are rebuilt on another site following **Damage**. **We** will not pay more Value Added Tax than **We** would have done had the rebuilding been completed at the original site
- 4 **We** will not pay any amounts in relation to penalties imposed upon **You** for late or non-payment of Value Added Tax.

Undamaged items or parts of items

When the **Damage** relates to a specific part of an item or to a clearly defined area **We** will pay 50% of the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or which have a common design or use such as a bathroom suite, which are only damaged in one area. The maximum amount **We** will pay in respect of the undamaged items is £2,000.

How We settle claims for Damage to Contents

If any of the **Property** insured under **Contents** suffers **Damage** by any **Event** covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option repair or replace such **Property** provided that **Our** liability in any one **Period of Insurance** shall not exceed in respect of each item on **Contents** the sum insured shown in the **Schedule** or any other stated **Limit of Liability**.

As long as **Damage** is covered under this Insurance.

Where the **Damage** can be economically repaired, **We** will either arrange or authorise repair and **We** will pay the cost

of repair. Otherwise **We** will replace the item with a new one of similar quality through **Our** preferred suppliers or, if a replacement is not available, **We** will pay the replacement cost of a new item of similar quality.

If **We** agree at **Your** request not to repair or replace an item **We** will make a cash or voucher payment equal to the cost **We** would have paid for replacement or repair through **Our** preferred suppliers.

Additional factors when settling Contents claims

Undamaged items or parts of items

When the **Damage** relates to a specific part of an item or to a clearly defined area **We** will pay 50% of the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or which have a common design or use such as suites of furniture and carpets which are only damaged in one area. The maximum amount **We** will pay in respect of the undamaged items is £2,000.

Loss of Value

We will not pay for any loss of value to any item that **We** have repaired or replaced.

Paintings and Works of Art

The most **We** will pay for **any one claim** in respect of paintings and works of art is £1,500 in respect of any one item and £5,000 in respect of any one holiday cottage.

Your sum insured - the penalty for underinsurance

If at the time of the **Damage** the sum insured applying to the relevant **Contents** item is less than the cost of replacing the **contents** as new, **We** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

Gross Revenue - how We settle claims

If **Damage** by any **Event** covered under this Insurance occurs

- 1 at the **Premises to Property** Insured by **You** for the purpose of the **Business**
- 2 anywhere in the world to **Computer Equipment, Ancillary Equipment** or **Computer Systems Records** whilst temporarily removed from the **Premises** by

You for the purpose of the **Business**

and causes interruption of or interference with **Your Business** at the **Premises**

We will pay **You** the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the following

- 1 in respect of **Gross Revenue** the amount by which the **Gross Revenue** received during the **Indemnity Period** falls short of the Standard **Gross Revenue** as a result of the **Damage**
- 2 in respect of Increased Cost of Working

The additional expenditure reasonably incurred in avoiding or minimising the **loss of Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** but no more than the total of

- a) the amount of the reduction in **Gross Revenue** thereby avoided plus
- b) 5% of the **Gross Revenue** sum insured or £30,000 whichever is the less.

Increased Cost of Working - how We settle claims

If **Damage** by any **Event** covered under this Insurance occurs

- 1 at the **Premises to Property** Insured by **You** for the purpose of the **Business**
- 2 anywhere in the world to **Computer Equipment, Ancillary Equipment** or **Computer Systems Records** whilst temporarily removed from the **Premises** by **You** for the purpose of the **Business**

and causes interruption of or interference with **Your Business** at the **Premises**

We will pay **You** the expenditure reasonably incurred in minimising the interruption or interference with the **Business** during the **Indemnity Period**.

Outstanding Debit Balances - how We settle claims

If Extension to Cover 5 is included and **Damage** by any **Event** covered under this Insurance occurs at the **Premises to Property** Insured which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You**

We will pay **You**

- 1 the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in connection with such balances
- 2 the additional expenditure incurred with **Our** consent in tracing and establishing customers' debit balances after the **Damage**.
- 3 reasonable professional accountants charges necessarily incurred in providing **Us** with evidence required by **Us** in support of **Your** claim.

Subject to a maximum payment of 10% of the sum insured or £ 30,000 whichever is the lower **any one claim**.

Other considerations when settling claims under this Insurance

Material **Damage** Requirement

Payment must have been made or liability admitted for the **Damage** under an insurance covering **Your** interest in the **Property**

or

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

Limit of Liability

Our Liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any item its Sum Insured or any other stated **Limit of Liability**

Our rights against persons using **Computer Equipment** or **Ancillary Equipment**

We agree not to pursue any rights **We** may have against any person causing **Damage** whilst using **Computer Equipment** or **Ancillary Equipment** provided that the person

- 1 has **Your** authority to use the items
- 2 is subject to the terms and conditions of this **Policy** as they apply to **You**.

Alternative trading

If during the **Indemnity Period** work is carried out or **services** rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or **services** shall be taken into account in arriving at the **Gross Revenue** during the **Indemnity Period**.

Savings

If any of the charges or expenses of the **Business** payable out of **Gross Revenue** cease or reduce directly as a result of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

Underinsurance

If the Sum Insured is less than the Insurable amount (see below) the amount payable shall be proportionately reduced.

The Insurance Amount is the **Gross Revenue** which would have been earned in the twelve months immediately following the date of the **Damage** had the **Damage** not occurred after account has been taken of the trends of the **Business**

and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Revenue** shall be proportionately increased to correspond with the maximum **Indemnity Period** where it exceeds twelve months).

- Note**
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
 - 2 Any adjustment implemented in current cost accounting is disregarded.

Professional Accountants' charges

We will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **Your** accounts.

Payments on account

Payments on account may at **Our** discretion be made during the **Indemnity Period** if requested by **You**.

Automatic **reinstatement** after a loss

In the absence of written notice by **You** or **Us** to the contrary the applicable sum insured (or other restriction on the amount of **Our** liability) shall not be reduced by the amount of any loss provided that **You** shall pay the appropriate additional premium for such automatic **reinstatement** of cover. (Automatic **Reinstatement** will not be provided in respect of the cover for **Outstanding Debit Balances**).

Duplicate Records

It is a requirement of the insurance in respect of **Outstanding Debit Balances** that

- a record showing the total amount outstanding in the credit accounts of the **Business** shall be maintained at the end of each month
- within 30 days of the end of each month **You** shall have placed a copy of the record showing total amount outstanding in the credit accounts of the **Business** in a **building** elsewhere than the **building** in which the original records are kept

In the **event** of **Damage** giving rise to a claim **You** shall supply that record to **Us**.

Failure to comply with this requirement may result in Us not paying Your claim.

Money Insurance

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Damage to Money and property described up to the Limit of Liability any one loss as stated in the Schedule or as below</p> <p>1. Negotiable Money</p> <p>a) in Your Business Premises or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk</p> <p>Limit of Liability – as shown in the Schedule</p> <p>b) in Your Business Premises</p> <p>i) in locked safes or strongrooms as shown in the Schedule</p> <p>Limit of Liability any one loss – as shown in the Schedule</p> <p>ii) in all other locked safes or strongrooms</p> <p>Limit of Liability any one loss – as shown in the Schedule</p> <p>iii) not in a locked safe or strongroom</p> <p>Limit of Liability any one loss – as shown in the Schedule</p> <p>c) in Your residence or that of Your directors partners</p> <p>i) whilst in a locked safe or whilst an adult is in the residence</p> <p>Limit of Liability any one loss - £1,000</p> <p>ii) otherwise</p> <p>Limit of Liability any one loss - £250.</p>	<ol style="list-style-type: none"> Your Contribution as shown in the Schedule. Damage by theft by any of Your directors, partners or Employees unless the theft is discovered within fourteen working days of the occurrence. Damage by theft from an unattended vehicle. Damage to or corruption of Data whether in whole or part. Shortage due to error or omission. Damage due to the use of counterfeit Money. Damage outside of Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man. Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds. Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or riot or civil commotion in Northern Ireland or the Republic of Ireland. Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from <ol style="list-style-type: none"> ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
<p>2. Non-Negotiable Money</p> <p>Limit of Liability any one loss - £250,000.</p>	
<p>3. Stamped or impressed National Insurance Cards</p> <p>Limit of Liability – Unlimited.</p>	
<p>4. Damage following theft or attempted theft to any postal franking machine, safe, strongroom or any container or waistcoat used for the carriage of Money belonging to You or for which You are responsible</p> <p>Limit of Liability – Unlimited.</p>	

Extensions to Cover

THIS INSURANCE ALSO COVERS

Personal accident (assault)

For the purpose of this extension, the following definitions will apply:

ACTUAL BODILY INJURY

Visible bodily **injury** to the **person insured** caused solely and directly by an **assault**.

ASSAULT

An **assault** for the purposes of theft or attempted theft of **contents** or money including violence or threats of violence.

PERSON INSURED

You or any partner, director or **employee** aged not less than 16 years or more than 70 years.

Loss of sight, **loss of limb(s)**, **permanent total disablement**, and **temporary total disablement** will have the definitions as outline.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Compensation to you or any of your partners, directors or employees for actual bodily injury suffered by any person insured as a result of theft or attempted theft of contents or money during the course of business within the period of insurance.</p> <p>The most the insurer will pay each person insured is:</p> <ol style="list-style-type: none"> Death Benefit: £10,000 Loss of sight Benefit: £10,000 Loss of limb(s) Benefit: £10,000 Permanent or temporary total disablement Benefit: £100 per week or 100% of the gross weekly wage, whichever is the lesser. <p>Payment for benefit d) will be payable once the total amount has been agreed, or at the request of the insured, at intervals of not less than 4 weeks commencing 8 weeks after receipt by the insurer of written notice of any injury.</p> <p>The most the insurer will pay for loss or damage to personal effects as a result of an assault is £500 per person insured.</p>	<ul style="list-style-type: none"> Weekly benefits in respect of benefit d) will not be paid for a period of more than 104 weeks from the date the person insured first became unable to carry out their usual occupation as a result of actual bodily injury and will cease on compensation becoming payable under benefits a) to c) or when the person insured resumes their occupation Losses for any benefit which commence more than 12 months after the date of the incident giving rise to the actual bodily injury

Money Insurance – how We settle claims

If Money and insured **Property** suffers **Damage** We will pay **You** the amount of loss of Money or at **Our** option reinstate or replace the **Property** provided that **Our** liability shall not exceed any stated **Limit of Liability**.

Other considerations when settling claims under this Insurance

If at the time of any claim under this Insurance **You** are or would but for the existence of this **Policy** be entitled to indemnity under any other **policy** or policies **We** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other **policy** or policies had this Insurance not been effected.

Money in Transit

The maximum amount **We** will pay is the **Limit of Liability** "In Transit" shown in the **Schedule**.

Failure to comply with any of these requirements may result in **Us** not paying **Your** claim.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Deterioration of Food Insurance

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1. Damage that occurs as a result of deterioration or putrefaction of Food in the Cold Chamber of any refrigeration unit while at the Premises</p> <p>a) due to the rise or fall in temperature resulting from any cause not excluded</p> <p>or</p> <p>b) due to the action of refrigerant fumes which have escaped from the machine during the Period of Insurance</p>	<p>1. Your Contribution as shown in the Schedule.</p> <p>2. Damage to Food in the Cold Chamber of any refrigeration unit which at the commencement of the Period of Insurance was more than twenty years of age unless the Damage has occurred solely as a result of the accidental disconnection of the electrical supply to the Cold Chamber.</p> <p>3. Damage in excess of the Sum Insured shown in the Schedule.</p> <p>4. Deterioration or putrefaction resulting from Damage at the Premises by fire, lightning, explosion, flood, earthquake, aircraft or other aerial devices or articles dropped from them or by leakage from a sprinkler installation.</p> <p>5. Damage resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply.</p> <p>6. Damage resulting from Your deliberate neglect.</p> <p>7. Loss of goodwill or any loss which is not a direct result of the Event which led to a claim under this Insurance.</p> <p>8. Damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.</p> <p>9. Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to, by or arising from</p> <p>a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.</p> <p>10. Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or riot or civil commotion in Northern Ireland or the Republic of Ireland.</p>

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WHAT IS COVERED	WHAT IS NOT COVERED
	<p>11. a) Damage to Data which shall include but shall not be limited to</p> <ul style="list-style-type: none"> i) Damage to or corruption of Data whether in whole or in part ii) unauthorised appropriation of use of access to or modification of Data iii) unauthorised transmission of Data to any third parties iv) Damage arising out of any misinterpretation, use or misuse of Data v) Damage arising out of any operator error in respect of Data. <p>b) Damage to the Property Insured arising directly or indirectly from</p> <ul style="list-style-type: none"> i) the transmission or impact of any Virus ii) unauthorised access to a System iii) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication iv) Failure of a System v) anything described in a) above but in respect of b) i), b) ii), b) iii) and b) iv) this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission.

How We settle claims for Food in the Cold Chamber

We will pay the value of the Food in the **Cold Chamber** at the time of the **Damage**.

Your sum insured - the penalty for underinsurance

If at the time of the **Damage** the sum insured for Food in the **Cold Chamber** is less than the Insurable Amount (see below) the amount payable shall be proportionately reduced.

The Insurable Amount shall be the total value at the time of **Damage** to Food in the **Cold Chamber** at the **Premises** held in all refrigeration units.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Liabilities Insurance

Employers' Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Any Person Entitled to Indemnity is covered</p> <ol style="list-style-type: none"> 1. against legal liability for damages in respect of injury of any Person Employed caused during any Period of Insurance <ul style="list-style-type: none"> a) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or b) while temporarily outside those territories arising out of and in the course of employment by You in the Business 2. in respect of <ul style="list-style-type: none"> a) claimants costs and expenses which You are legally liable to pay in connection with any claim b) the costs of legal representation at any coroner's inquest or inquiry in respect of any death c) i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in Injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success d) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section incurred with Our written consent. 	<ol style="list-style-type: none"> 1. Radioactive Contamination Any legal liability directly or indirectly caused by, or contributed to or arising from <ul style="list-style-type: none"> a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel or b) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it where the legal liability is <ul style="list-style-type: none"> i) that of any principal ii) accepted under an agreement without which the legal liability would not exist 2. Road Traffic Legislation Any legal liability for Injury in respect of which You are required to arrange insurance or security in accordance with road traffic legislation within the European Union. 3. Fines and Penalties <ul style="list-style-type: none"> a) fines or penalties b) the costs of appeal against any improvement or prohibition notices c) fees for intervention payable under the Health and Safety Fees (Regulations) 2012 d) compensation ordered or awarded by a Court of Criminal jurisdiction.

Extensions to Employers Liability Section

THIS SECTION ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1. Compensation for Court Attendance</p> <p>If We require any director, partner of Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown below</p> <p>a) for any director or partner of Yours £500 per day</p> <p>b) for any Employee £250 per day.</p>	
<p>2. Unsatisfied Court Judgements</p> <p>If an Employee or their personal representative is awarded damages for Injury in any Court situated in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, We will, at Your request, pay the amount of the judgement provided that</p> <p>a) the damages are awarded against a company or individual operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</p> <p>b) the Injury was caused during any Period of Insurance in the course of employment by You</p> <p>c) there is no on-going, planned or outstanding appeal</p> <p>d) the Employee or their personal representative shall assign the judgement to Us</p>	

Employers' Liability – how We settle claims

How **we** settle claims for **Your** legal liabilities to **Persons Entitled to Indemnity**

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs of which a **Court** has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

The most **We** will pay

Our liability for **Injury** and costs and expenses payable in respect of any one **Event** will not exceed the **Limit of Liability** shown under the Employers Liability Section in **Your Schedule**.

For the purposes of the **Limit of Indemnity** applying to **Terrorism** (as shown in the **Schedule**), **Terrorism** means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Our right to pay the full limit at any time

In respect of any one **Event**, **We** may pay the **Limit of Indemnity** shown in **Your Schedule** (less any sums already paid or incurred) or any lesser amount, for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and be under no further liability.

Parties to the contract of insurance

The total amount payable by **Us** in respect of all damages, costs and Expenses arising out of all claims during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under the Employers Liability section in **Your Schedule**.

For the purposes of the **Limit of Indemnity** all of the **Persons Entitled to Indemnity** under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

Public/Products Liability Insurance

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Any Person Entitled to Indemnity is covered</p> <ol style="list-style-type: none"> 1. up to the Limit of Indemnity against legal liability for damages in respect of <ol style="list-style-type: none"> a) accidental Injury of any person b) accidental loss of or Damage to Property c) nuisance, trespass to land or trespass to goods, or interference with any easement, right of air, light, water or way other than legal liability for damages which result from Your deliberate act or omission or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by You, having regard to the nature and circumstances of such act or omission. d) wrongful arrest or false imprisonment happening during any Period of Insurance in connection with the Business. 2. in respect of <ol style="list-style-type: none"> a) claimant's costs and expenses which You are legally liable to pay in connection with any claim b) the costs of legal representation at any coroner's inquest or inquiry in respect of any death c) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in injury which may be the subject of indemnity under this Section including the defence of any criminal proceedings brought against You, Your director or partner or Your Employee for an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success d) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section of Policy incurred with Our prior written approval. 	<ol style="list-style-type: none"> 1. Mechanical Vehicles Any legal liability arising from or out of the ownership possession or use by or on behalf of You or any Person Entitled to Indemnity of any <ol style="list-style-type: none"> a) mechanically propelled vehicle other than legal liability arising out of <ol style="list-style-type: none"> i) the use of plant as a tool of trade on site ii) the use of plant at Your Premises iii) the loading or unloading of any vehicle except where You are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy b) aircraft or other aerial device c) aerospace device d) hovercraft e) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters). 2. Employers Liability Any legal liability for bodily injury or mental injury to or death, disease or illness of any Person Employed arising out of and in the course of employment by You in the Business. 3. Property in Your Custody or Control Any legal liability for Damage to any Property which belongs to or is held in trust by or in the custody or control of You other than <ol style="list-style-type: none"> a) Your directors', partners', Employees' or visitors' personal effects including vehicles and their contents b) premises and their contents which are not owned, leased or rented to Your Business c) premises and their fixtures and fittings which are leased or rented to You unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of Damage to any such premises and their fixtures and fittings. 4. Pollution or Contamination Any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or and or the atmosphere unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance. All pollution and contamination which arises out of one incident shall

Continues over page

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>be considered by Us for the purpose of this Policy to have occurred at the time such incident takes place.</p> <ol style="list-style-type: none"> 5. Product Defects and Recall <ol style="list-style-type: none"> a) Any legal liability in respect of loss of or Damage to any product supplied or contract work executed by You caused by any defect or unsuitability for its intended purpose. b) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by You or any contract work excluded by You. 6. Professional Risks Any legal liability arising from or in connection with any advice design or specification provided by You for a fee, 7. Contractual Liability Any legal liability arising from or in connection with any product supplied or contract work executed by You where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by Us in writing. 8. Disposed Premises Any legal liability for the costs of remedying <ol style="list-style-type: none"> a) any defect or alleged defect b) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials in premises disposed of by You. 9. Fines or Penalties Any legal liability for <ol style="list-style-type: none"> a) fines or penalties b) compensation ordered or awarded by a Court of Criminal Jurisdiction c) aggravated, exemplary or punitive damages awarded by any Court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. 10. Radioactive Contamination Any legal liability directly or indirectly caused by or contributed to, by, or arising from <ol style="list-style-type: none"> a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel or <ol style="list-style-type: none"> b) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

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WHAT IS COVERED	WHAT IS NOT COVERED
	<p>11. War and Allied Risks Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.</p> <p>12. Fear of Asbestos Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.</p> <p>13. Asbestos Removal Costs Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.</p> <p>14. Contribution Your Contribution as shown in the Schedule.</p>

Extensions to Public/Products Liability Section

THIS INSURANCE ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1. Cross Liabilities If there is more than one Policyholder specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each provided that Our total amount payable does not exceed the Limit of Indemnity stated in the Schedule</p>	
<p>2. Compensation for Court Attendance If We require any director, partner or Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown below</p> <p>a) for any director or partner of Yours £500 per day b) for any employee £250 per day.</p>	
<p>3. Data Protection Act 1998 Your legal liability to pay damages and/or costs to others which are the result of damage or distress as described in Section 13 of the Data Protection Act 1998 Provided that</p> <p>a) You are registered in accordance with the terms of the Act, or b) You have applied for registration and it has not been refused or withdrawn c) You have taken all reasonable precautions to comply with the requirements of the Act.</p> <p>We will also cover at Your request Your directors, partners or Employees under this Extension. The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for the use of computer facilities.</p>	<p>1. Any legal liability You have to pay fines or penalties. 2. The cost of rectifying, reinstating, erasing, blocking or destroying any personal data. 3. Where cover is provided by any other insurance. 4. Any claim arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension. 5. Any claim arising from or caused by circumstances notified to any of Your previous insurers. 6. Any claim arising from circumstances known to You at the time You took out this Insurance.</p>
<p>4. Defective Premises Act This Section of the Policy will include an indemnity to You in respect of injury or damage to Property incurred under the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975</p>	

Public Liability/ Products Liability – how We settle claims

How **We** settle claims for **Your** legal liabilities to third parties

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a **Court** has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

Your Contribution in respect of damages, costs and expenses, as shown in the **Schedule**, is payable before **We** will be liable to make any payment.

The most **We** will pay

In respect of any one **Event** the most **We** will pay is the **Limit of Indemnity** shown under Public Liability/Products Liability in **Your Schedule**.

In respect of all **Events** happening during any one **Period of Insurance** in respect of products supplied the most **We** will pay is the **Limit of Indemnity** in respect of Products shown under Public Liability/Products Liability in **Your Schedule**.

In respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** in respect of pollution or contamination of **buildings**, other structures, water, land or atmosphere the most **We** will pay is the **Limit of Indemnity** in respect of Pollution shown under Public Liability/Products Liability in **Your Schedule**.

Our right to pay the full limit at any time

In respect of any one **Event** **We** may pay the **Limit of Indemnity** shown under Public Liability/Products Liability in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which **We** are liable under this **Policy** and which were incurred by **You** prior to the date of such payment.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Public Liability/Products Liability in **Your Schedule**.

The most **We** will pay in respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Public

Liability/Products Liability in **Your Schedule**.

The most **We** will pay in respect of all damages arising out of all claims during any one **Period of Insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of **Persons Entitled to Indemnity** having claims under this **Policy** in respect of those sources or original causes shall not exceed the **Limit of Indemnity** shown under Public Liability/Products Liability in **Your Schedule**.

The most **We** will pay in respect of all damages arising out of all claims during any one **Period of Insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of **Persons Entitled to Indemnity** having claims under this **Policy** in respect of those sources or original causes shall not exceed the **Limit of Indemnity** shown under Public Liability/Products Liability in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled to Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Legal Defence Costs

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Any Person Entitled to Indemnity is covered</p> <p>Part A Criminal Proceedings relating to Health and Safety at Work etc. Act 1974 in respect of duties to Your Employees.</p> <p>We will pay</p> <ol style="list-style-type: none"> 1. legal costs and expenses incurred with Our written consent 2. costs awarded against You or any director, partner or Person Employed <p>in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.</p> <p>The proceedings must relate to</p> <ol style="list-style-type: none"> a) the health, safety and welfare of a director, partner or Person Employed <p>and</p> <ol style="list-style-type: none"> b) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. 	<ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Compensation awarded by a Criminal Court. 3. Where Injury to any person or Damage to Property has occurred. 4. Where cover is provided by any other insurance policy. 5. Any proceedings or conviction which arise out of any deliberate act or omission by You or any director or partner of Yours, or by any Employee with specific responsibility for compliance with the legislation.
<p>Part B Criminal Proceedings relating to Health and Safety at Work etc. Act 1974 or the Consumer Protection Act 1987 in respect of duties to members of the public.</p> <p>We will pay</p> <ol style="list-style-type: none"> 1. legal costs and expenses incurred with Our written consent. 2. costs awarded against You or any director, partner or Person Employed <p>in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.</p> <p>The proceedings must relate to</p> <ol style="list-style-type: none"> a) the health, safety and welfare of any person other than a director, partner or Person Employed <p>and</p> <ol style="list-style-type: none"> b) a breach of <ul style="list-style-type: none"> • the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 • Part II of the Consumer Protection Act 1987 • Food Safety Act 1990 	<ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Compensation awarded by a Criminal Court. 3. Where Injury to any person or Damage to Property has occurred. 4. Where cover is provided by any other insurance policy. 5. Any proceedings or conviction which arise out of any deliberate act or omission by You, or any director or partner of Yours, or by any Employee with specific responsibility for compliance with the legislation.

Legal Defence Costs – how We settle claims

How **We** settle claims for **Your** legal defence costs

As long as the legal defence costs are covered under **Your Policy We** will pay the costs that **You** have incurred with **Our** written consent and the costs awarded against **You** and at **Your** request any of **Your** directors, partners or any **Person Employed**.

We shall pass notification to an independent third party service provider with whom **We** have an agreement and which shall administer the claim on **Our** behalf.

The most **We** will pay

Irrespective of the number of **Persons Entitled to Indemnity** the most **We** will pay in any one **Period of Insurance** for legal defence costs is the **Limit of Indemnity** shown under Legal Defence Costs in **Your Schedule**.

Our right to pay the full limit at any time

We may pay the **Limit of Indemnity** shown under Legal Defence Costs in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims **You** have notified to **Us** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect of legal defence costs. **We** shall pass notification of any claim for legal defence costs to the third party provider approved by **Us**.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Legal Defence Costs in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled to Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

Legionellosis Liability

This section is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred with **Our** written consent) of any **Person Entitled to Indemnity** included within the **Limit of Indemnity** shown in the **Schedule**.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Any Person Entitled to Indemnity is covered</p> <ol style="list-style-type: none"> 1. up to the Limit of Indemnity against legal liability for damages and/or costs to others as a result of accidental Injury to any person caused by Legionellosis in connection with the Business. 2. in respect of <ol style="list-style-type: none"> a) claimants costs and expenses which You are legally liable to pay in connection with any claim b) the costs of legal representation at any coroner's inquest or inquiry in respect of any death c) i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in Injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work (Northern Ireland) Order 1978 ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success d) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section incurred with Our prior written consent. 	<ol style="list-style-type: none"> 1. Claims outside the Period of Insurance. Any claim which is first made in writing to You (or any other Person Entitled to Indemnity) outside the Period of Insurance. 2. Late Notification Any claim where first notification of any circumstance that <ol style="list-style-type: none"> a) has caused Injury or b) is alleged to have caused Injury or c) can be expected to give rise to a claim is made to Us after 30 days following the expiry of the Period of Insurance. 3. Pre-existing Legionellosis Any legal liability in respect of Legionellosis where the Legionellosis commenced prior to the start date of this insurance. 4. Product Liability Any legal liability arising from any product supplied or contract work executed by You. 5. Professional Risks Any legal liability arising from or in connection with any advice, design or specification. 6. Contractual Liability Any legal liability arising from or in connection with any product supplied or contract work executed by You where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by Us in writing. 7. Fines or Penalties Any legal liability for <ol style="list-style-type: none"> a) fines or penalties b) the costs of appeal against any improvement or prohibition notices c) fees for intervention payable under the Health and Safety Fees (Regulations) 2012 d) compensation ordered or awarded by a Court of Criminal Jurisdiction e) aggravated, exemplary or punitive damages awarded by any Court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Extensions to Legionellosis Liability Section

THIS SECTION ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1. Cross Liabilities</p> <p>If there is more than one Policyholder specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each provided that Our total amount payable does not exceed the Limit of Indemnity stated in the Schedule.</p>	
<p>2. Compensation for Court Attendance</p> <p>If We require any director, partner or Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown below</p> <p>a) for any director or partner of Yours £500 per day</p> <p>b) for any Employee £250 per day.</p>	

Legionellosis Liability - how We settle claims

How **We** settle claims for **Your** legal liabilities arising from **Legionellosis**.

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a **Court** has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

All claims caused by the same isolated, repeated or continuing incidence of **Legionellosis** shall be considered to have been made in the **Period of Insurance** when the first claim was made in writing to **You** (or any other **Person Entitled to Indemnity**) and notified to **Us** or when the first notification of any circumstance was first made to **Us**.

Your Contribution in respect of damages, costs and expenses, as shown in the **Schedule**, is payable before **We** will be liable to make any payment.

The most **We** will pay

The most **We** will pay for **any one claim** in respect of **Your Legionellosis** liability including **Your** costs and expenses and those of the claimant is the **Limit of Indemnity** shown under **Legionellosis** Liability in **Your Schedule**.

Our right to pay the full limit at any time

In respect of any one **Event We** may pay the **Limit of Indemnity** shown under **Legionellosis** Liability on **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and have no further liability in respect of them

Parties to the contract of insurance

The most **We** will pay in respect of all damages arising out of all claims during any **Period of Insurance** irrespective of the number of such claims and irrespective of the number of **Persons Entitled to Indemnity** shown under **Legionellosis** Liability in **Your Schedule**.

For the purposes of the **Limit of Indemnity** all the **Persons Entitled to Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

Claims Conditions

1. Making a Claim

Where an **Event** which could give rise to a claim under this **Policy** happens **You** will

- a) tell **Us** as soon as reasonably practicable and no later than
 - i) 180 days of **Your** becoming aware of the **Event** or occurrence
 - or
 - ii) 7 days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

provide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event, Damage** accident or **Injury** including (to the extent possible) the amount of the claim

- b) notify the police within 24 hours of **Damage** caused by malicious persons or thieves
- c) take all reasonable action to minimise or eliminate any interruption of or interference with the **Business**
- d) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent
- e) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**
- f) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter
- g) provide **Us** with such books of account or other **business** books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
- h) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter.

2. Our Control of Claims

We will be entitled

- a) on the happening of any **Damage** to the **property** insured to enter, take and keep possession of the **Building** where **Damage** has happened, to take and keep possession of the **property**, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** will be proof of leave and license for such purpose
- b) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our**

own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this **Policy**. **You** will give all information and assistance reasonably required.

- c) to any **property** for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such **property** as may be reasonably practicable but **You** will not be entitled to abandon any **property** to **Us**.
- d) at **Our** option to repair or replace the **property** or any part of the **property** for which **We** may be liable under this **Policy**, provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

We will enforce rights against

- i) a **tenant** in respect of **Damage** to the part of the **Buildings** occupied by that **tenant** or to common parts of the **Buildings** unless **Damage** arises out of a criminal, fraudulent or malicious act
- ii) any Company being Parent of a Subsidiary to **You** or any Company which is a Subsidiary of a Parent Company of which **You** are **Yourselves** a Subsidiary in each case within the meaning of Section 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986.

3. Fraud

If a claim is in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone appointed to act on **Your** behalf to obtain any benefit under this **Policy** if any **Damage**, claim or loss is caused by the wilful act or with **Your** connivance, **We** will

- a) have no liability to pay any part of or the whole of the fraudulent claim
- b) be entitled to refuse all claims arising after the fraudulent action
- c) remain liable for legitimate claims before the fraudulent action
- d) terminate the **Policy** from the date of the fraudulent action whether or not the **Policy** had expired before the discovery of the fraud.

4. Other Insurance

If **You** claim under this **Policy** for something which is also covered by another **policy**, **We** will only pay **Our** proportionate share of the claim. **You** should give **Us** full details of the other **policy**.

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5. Arbitration (Not applicable to Liabilities Insurance)

If there is any disagreement between **You** and **Us** as to the amount to be paid under this **Policy**, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in **Our** favour **Your** costs shall not be recoverable under this **Policy**. This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the **courts**.

6. Adjudication

On receipt of a **Notice of Adjudication** relating to any circumstance which has given or may give rise to a claim under this **Policy** **You** shall provide immediate notice of this to **Us**.

Policy Conditions

1. Alteration of Risk

This **Policy** shall be terminated by **Us** if and when

a) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or

b) **You** cease to have an interest that is insurable for example: the **Premises** have been sold to a third party. However this right to avoid the **Policy** does not apply in the event of **Your** death or

c) there are any significant alterations including

- if the **Premises** are not in a good state of repair
- if any work is being carried out on the **Premises** other than routine maintenance or decoration
- any change in tenancy of the **Premises** (other than in respect of Residential Properties which remain in the same type of residential use shown in the **Schedule**)
- disposal or acquisition of **Premises**
- if any major **building** work or demolition or excavation work is being carried out on an adjoining **premises**
- any other change in circumstances which increase the risks insured against under this **Policy**

unless such alteration is notified to **Us** and **We** confirm that **We** are happy to accept the change and in respect of **1c)** **We** agree not to avoid the **Policy** provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this **Policy** **We** would not have entered into this **Policy** on any terms
- ii) **You** shall pay an appropriate additional premium if required by **Us** with effect from the date of the alteration
- iii) **We** shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the alteration

2. Security and Inspection

Unoccupied Properties no longer available for rental

Unless agreed by **Us** in writing to the contrary, **You** must ensure that in respect of

- any **Premises** which has been **Unoccupied** for over 14 consecutive days
 - a) gas, water and electricity **services** (except electricity supply to maintain any fire or intruder alarm systems) and any fuel supplies are kept shut off at the switch or stopcock where they enter the **Premises** (or, in the case of individual **Flats** or portions of a **Building**, where they enter the **Flat** or **Unoccupied** part of the **Building**)

- b) all water and heating systems are completely drained
- c) the **Premises** are kept secured by
 - i) the use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters, except in respect of **Unoccupied Flats** where alternative door locks conforming to BS3621 may be used to secure individual residences
 - ii) the use of window locks - where locks are not fitted windows must be screwed shut
 - iii) repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry
 - iv) sealing all letterboxes or fitting a stout steel cage internally
- d) the **Premises** and external areas immediately surrounding the **Premises** are kept free of all unfixed combustible materials, including removal of junk mail and newspapers
- e) any additional requirements put forward by **Us** are completed within the timescales specified
- f) the **Premises** are inspected internally and externally by **You** or **Your** representative at least weekly to check that the above requirements are in place

Unoccupied Properties available for rental

Unless agreed by **Us** in writing to the contrary, **You** must ensure that

- a) whenever the **Premises** are left **Unoccupied** you will ensure that they are inspected internally and externally by **You** or **Your** representative at least once every 14 days .

Failure to comply with this condition will result in **Us** restricting cover to **Damage** following the **Events** of Fire, smoke, lightning, explosion and earthquake, aircraft or other aerial devices or articles dropped from them and impact by any vehicle or animal.

The following condition applies to the below named **Events** and **Extensions to cover**

Events

- 4) Escape of water from any tank, apparatus, pipe or appliance

Extensions in Cover

- 3) Trace and Access and Repair or Replacement
- 9) Loss of Oil, Gas and Metered Water

Continues over page

In respect of any **Premises** which is not tenanted for a period of 14 consecutive days or more between the months of November and March **You** will ensure that

- a) A minimum temperature of 12 degrees centigrade is maintained throughout the **Premises** at all times or
- b) The water is turned off at the stopcock inside the **Premises** and the domestic water **system** is drained

In the event of a breach of any of the conditions above **You** must arrange to carry out the necessary work to satisfy the conditions and notify **Us**.

3. Cancelling the Monthly Premium Instalment Agreement

Your Policy has an insurance period of twelve months and **Your** legal contract with **Us** is for this period. **We** may have agreed to **You** paying **Your** premium by monthly instalments.

If **You** miss a monthly premium **We**, or **Your** third party credit provider, will send **You** a notice to **Your** last known address asking **You** to pay the premium **You** have missed. If **You** do not pay the premium **You** have missed by the date given in the notice, **We** will cancel all cover under **Your Policy**.

If **You** want to cancel the monthly premium instalment agreement, **You** should notify **Your** credit provider and also tell **Your** bank, building society or Girobank to cancel **Your** direct debit facility.

4. Consumer Credit Termination

We reserve the right to terminate the **Policy** in the event that there is a default in the instalment payments due under any linked loan agreement.

You must return **Your** current Certificate of Employer's Liability Insurance to **Us** if **We** cancel **Your Policy**.

5. Contracts (Rights of Third Parties) Act 1999

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

6. Policy Voidable

This **Policy** shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular

However **We** agree not to void the **Policy** provided that

- a) such misrepresentation or non-disclosure has not been deliberate or reckless
- b) such misrepresentation or non-disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, **We** would not have entered into this **Policy** on any terms
- c) **We** shall be entitled to impose appropriate additional terms (other than premium) with effect from inception or if applicable the date of the alteration. If at the time of **Damage**, claim or loss the Premium

charged to **You** would have been higher but for the misrepresentation or non-disclosure in any material particular **Our** liability for any loss amount payable shall be limited to the proportion that the Premium charged bears to the higher Premium.

7. Legal Representation

a) Applicable to Liability Insurance

Where the **Company** provides its consent to indemnify the **Policyholder** in respect of any legal costs or expenses in relation to any matter which may form the subject of a claim for indemnity under this **Policy**, the **Company** will choose an appropriate representative (be it a solicitor or otherwise) to act on the **Policyholder's** behalf.

The **Company** will provide the **Policyholder** with details of the nominated appropriate representative prior to the representative's instruction.

In the event that the **Policyholder** wishes to appoint its own representative, the **Policyholder** shall provide prior notification of its intention to do so and seek the **Company's** written consent.

The **Policyholder** agrees that in respect of its proposed Representative

- i) the hourly rate (or such other fee basis as the case may be) to apply
- ii) the terms and conditions of such appointment shall be subject to the **Company's** prior approval.

In the event of a dispute regarding the amount of legal costs incurred by the **Policyholder's** representative the **Policyholder** agrees that the **Company** will have the option to audit any files for the purpose of assessing the costs claimed.

8. Observance of Terms

It is a condition of **Our** liability that **you** observe the terms of this **Policy** relating to anything to be done or complied with by **You** except in so far as is necessary to comply with the requirements of any legislation enacted in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance or legal liability to **Employees**. Failure to comply may result in a claim not being paid or payment reduced.

9. Our Liability

All the sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in this **Policy** will apply as maximum limits to **Our** liability irrespective of the number of **persons entitled to indemnity** under this **Policy**.

For all purposes including, but not limited to the application of sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in the **Policy**, the definition of **You** shall constitute on insured party, and there shall be one contract of insurance between that insured party and **Us**.

10. Reasonable Precautions

You must at **Your** own expense take all reasonable steps to prevent or minimise any **Damage** or any **Injury** to **Employees** or the public.

You must keep all of **Your Buildings**, furnishings, ways, works, machinery and plant and vehicles in good condition and in good repair.

If **You** discover any defect or danger, **You** must make it good as soon as reasonably practicable and in the meantime take such additional precautions as circumstances reasonably require.

You must exercise care in the selection and supervision of **Employees**.

11. Statutory Requirements

You must comply with all statutory requirements and other safety regulations imposed by any government or local authority in relation to letting out **Your Buildings**. Failure to do so may invalidate **Your Policy** cover.

12. Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance** **We** or **You** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the **Policy** is cancelled **We** will give **You** a full refund of premium for any unexpired period of cover. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

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Definitions - Words with special meanings

Agent

A company who acts as a managing **agent** for **You** in respect of the **Premises**.

Ancillary Equipment

Equipment which is solely for the use with the **Computer Equipment** including fire extinguishing gas bottles and pipework, computer room partitioning, air conditioning, generating, voltage regulating, temperature or humidity recording, electronic access and heat or smoke detecting equipment owned by or leased, hired or rented to **You**.

Any One Claim

All Legal Proceedings (including any appeal against judgement) arising from or relating to the same **Event**.

Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those Materials.

Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

Asbestos Dust

Fibres or particles of **Asbestos**.

Building(s)

Fixtures and fittings in and on the **buildings** (including fitted carpets) **tenants** improvements for which **You** are responsible, small outside **buildings**, extensions, annexes, gangways, walls, gates, hedges, fences, yards, car parks, drives, roads, pavements, footpaths, patios, terraces and similar surfaces all constructed of solid materials, forecourts, paved areas, solar panels, wind turbines not exceeding 10kw in size, fixed signage, canopies, street furniture, **building** management security systems, external lighting, satellite dishes, television or radio receiving aerials, aerial fittings, landscaping, recreational features, foundations, **glass**, telephone, gas and water mains, electrical instruments, central heating boilers, meters, piping, cabling, and the accessories thereon extending from the **Buildings** to the perimeter of the **Premises** to the public mains (including those underground) swimming pools, hot tubs, tennis courts and squash courts forming part of the **Premises**

Business

That shown in the **Schedule** relating to **your** running of a Commercial holiday let **business** at the location shown.

Cold Chamber

Any fridge or freezer owned by **You** within the **Buildings** at the **Premises**.

Computer Equipment

1 **Computer Equipment** means:

- 1.1 any computer, hardware, software, communications **system**, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar **system** or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility owned or operated by the Insured or any other party.

Computer Systems Records

All current and backup computer records (excluding fixed disks and paper records of any kind) incorporating stored **Data**.

Contents

Furniture, carpets, furnishings and all other **Property** owned by **You** or for which **You** are responsible, including items hired by **You** for the purposes of the **Business** within the **Buildings** but excluding

- photographic equipment
- jewellery, stamp, coin and other collections, articles or other precious metal, clocks, watches and furs
- clothing and personal belongings
- money, cheques, certificates, securities or other documents of any kind
- motor vehicles (excluding pedestrian controlled gardening equipment, wheelchairs and vehicles used in and about the **Building**) caravans, trailers, trains, aircraft, watercraft or parts or accessories for any of them
- any **Property** insured under another **policy**

Contribution

The first part of each and every claims as shown in the **Schedule** which **You** and **We** have agreed will be paid by **You**, if cover is provided in respect of an **Event** under more than one item under the 'What is covered heading within an Insurance or under more than one Insurance Section and if a **Contribution** as defined above applies under more than such item or Insurance then only the **Contribution** which is the highest of those which would have applied separately will be deducted from the total claim payment.

Costs of Reletting

The costs necessarily and reasonably incurred from the date of the **Damage** until the expiry of the **Indemnity Period** in reletting the **Buildings** (including legal **fees** in connection with the reletting) solely as a result of **Damage** to the **Buildings**.

Court

A **Court** or other competent authority.

Damage

Accidental loss, destruction or **damage**.

Data

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

Declared Value

The base value shown against the **Buildings** item in the **Schedule** which **You** consider to represent the cost of rebuilding at the level of costs applying at the start of the **Period of Insurance** without any provision for inflation.

Dilapidations Inventory

A full and detailed inventory of **Your contents** and their condition within the Residential **Property** which has been signed by the **Tenant**.

Employee(s)

Any individual under a contract of service or apprenticeship with **You**.

Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a **System** whether or not owned by **You** to operate at any time as described as specified or as required in the circumstances of **Your Business** activities.

Fees

Any architects', surveyors', and legal **fees** paid by **You** with **Our** written consent.

Flat(s)

A self-contained unit of the residential accommodation forming part of a block of **flats** or apartments or of any other **Building** which includes such residential units.

Glass

- Normal flat annealed **glass** including lettering on it,
- Toughened and laminated **glass** including lettering on it,
- Mirrors,
- Bent, tinted, stained or fired **glass**.
- Decoration or protective film or alarm foil on **glass**.

Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

Gross Revenue

Shall mean the money paid or payable to the **Policyholder** for **services** rendered in the course of the **Business**.

Ground Heave

Upward or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

Indemnity Period

The maximum period from the date of the **Damage** for which **We** will pay any **loss of Gross Revenue** shown in the **Schedule**.

Injury

In respect of Employers Liability Insurance and Legal Defence Costs (Part A)

- Bodily **injury**, death, disease or illness.

In respect of Public/Products Liability Insurance and Legal Defence Costs (Part B)

- Bodily **injury**, mental **injury**, death, disease or illness.

In respect of **Legionellosis** Liability Insurance

- Bodily **injury**, death, disease or illness of any person other than a **Person Employed**.

Insurer(s), They, Their

HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC, is a member of the Tokio Marine HCC Group of Companies. HCCII is incorporated and registered in England and Wales (Company Reg No: 01575839) whose registered office is at 1 Aldgate, London, EC3N 1RE.

Insured Person

You or **Your** directors, partners or **Employees**.

Landslip

Downward movement of sloping ground.

Legionellosis

Any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants cooling towers and the like.

Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Loss of Gross Revenue

The actual amount of the reduction in the **Gross Revenue** received by **You** during the **Indemnity Period** solely as a result of **Damage** to **Buildings**.

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Loss of Revenue

Any money in the nature of **Loss of Revenue** including service charges which **You** receive from a **tenant**.

Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers.

Notice of Adjudication

Any notice issued to a party to a contract to which Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication.

Outstanding Debit Balances

The total recorded under Duplicate Records (as detailed in Requirements which **You** must comply with to minimise loss) adjusted for

1. bad debts
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage** to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage**

and

3. any abnormal condition of trade which had or could have had a material effect on the **Business**

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred

- Note**
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities
 - 2 Any adjustment implemented in current cost accounting is disregarded.

Period of Insurance

The period beginning with the "From" date and ending with the "To" date shown in the **Schedule** and any other period for which **We** accept **Your** Premium.

Person Employed

1. **Employee**
2. labour master and individuals supplied by him
3. individual employed by labour only sub-contractors
4. self-employed individual (not being in partnership with **You**)
5. individual hired to or borrowed by **You**
6. individual undertaking study or work experience while under **Your** supervision
7. voluntary worker while under **Your** direct control and supervision

Person Entitled to Indemnity

1. **You**
2. **Your** personal representatives in respect of legal liability incurred by **You**
3. at **Your** request
 - a) any principal
 - b) any of **Your** directors or partners
 - c) any **Person Employed** against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**
 - d) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security **services** in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical **services** provide
 - e) any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such directors partners or **Employees** with **Your** prior consent provided that such people shall keep to the terms, conditions and limitations for this **Policy** so far as they can apply.

Policy

The **policy** wording (along with the **Schedule** and **Statement of Fact**) which forms part of the legal contract between **You** and **Us**.

Premises

The Risk Address as shown in the **Schedule**.

Property

Material **Property** but shall not include **Data**.

In respect of the Machinery Section, the following is excluded even if integral to the **Property** (unless specifically stated as being covered)

- a) chimneys, masonry, brickwork, foundations, racking, shelving and supporting structures
- b) computer or **data** processing equipment (unless linked and wholly dedicated to the control of any machine or production or treatment process)
- c) exchangeable or detachable tools equipment and appliances or parts requiring renewal in the normal course of operation.

Reinstatement

- a) where any item of **Property** suffers **Damage** to the extent that it cannot be economically repaired replacement by new **Property** of equal performance or capacity or if such be impossible replacement by new **Property** having the nearest overall performance or capacity to the **Property** which has suffered **Damage**
- b) where any item of **Property** otherwise suffers **Damage** the repair of the **Damage** and the restoration of the portion of **Property** suffering **Damage** to a working condition substantially the same but not better or more extensive than its condition when new

Rent

Any money in the nature of **rent** including service charges which **You** receive or pay.

Schedule

The document providing details of the various Insurances which are included in **Your Policy** together with the levels of cover applying under each.

Services

Telephone, gas, electricity and water mains, drains and sewers, electrical instruments, meters, piping, cabling and the like which provide **services** to or from the **Buildings** and for which **You** are responsible.

Statement of Fact

The document setting out information provided by **You** or **Your** representative as being relevant to the cover that has been applied for. It also includes assumptions **We** have made about factual circumstances relevant to the cover and which are confirmed by **You** as true and correct.

Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

System

Computers, other computing and electronic equipment linked to a computer hardware electronic **Data** processing equipment, **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

Tenant

The occupier of the **Property** named in the booking agreement.

Terrorism

In **Great Britain** and Northern Ireland, **Terrorism** shall mean 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.

Unoccupied

Buildings that are empty or disused or unfurnished or no longer in active use or where the **Premises** is not occupied for a period of 14 consecutive days.

Virus

Programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a **System** transmitted between Systems by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via flopping diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

Water Table Level

The level below which the ground is completely saturated with water.

We/Us/Our

The insurance intermediary, Arthur J. Gallagher Insurance Brokers Limited and/or their Appointed Representatives.

You/Your/Yours/Yourselves

The **Policyholder** shown in the **Schedule**.

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General Exclusions

The **policy** does not cover loss, **damage**, destruction, **injury** or legal liability directly or indirectly caused by or in any way connected with or arising from or contributed to by any of the following:

Communicable Disease Endorsement

1. This **policy**, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical **damage** occurring during the **period of insurance**. Consequently and notwithstanding any other provision of this **policy** to the contrary, this **policy** does not insure any loss, **damage**, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, **damage**, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1 for a Communicable Disease, or
 - 2.2 any **property** insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten **damage** to human health or human welfare or can cause or threaten **damage** to, deterioration of, loss of value of, marketability of or loss of use of **property** insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the **policy** remain the same.

Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, **damage**, liability, claim, cost, expense of

whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or **event** contributing concurrently or in any other sequence thereto.

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on Cyber Loss or **Data**, replaces that wording.

Definitions

1. Cyber Loss means any loss, **damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
2. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer **System**.
3. Cyber Incident means:
 - 3.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer **System**; or
 - 3.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer **System**.
4. Computer **System** means:
 - 4.1 any computer, hardware, software, communications **system**, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar **system** or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
5. **Data** means:
 - 5.1 information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer **System**.

How to make a complaint

If **you** would like to make a complaint, **you** should contact the **business** which sold **your policy** in the first instance who will try to resolve **your** complaint within three working days.

After three working days, in the event that **your** complaint is not resolved, depending on the nature of **your** complaint, it will be passed to either **our** independent complaints team or, to **your insurers'** complaints team, who will acknowledge **your** complaint promptly and respond fully to **your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **you** to explain why they have been unable to conclude the matter quickly. If they have been unable to resolve **your** complaint in eight weeks, they will write to **you** explaining the reason as to why this has not been possible. They will also advise **you** of **your** right to refer **your** complaint to the Financial Ombudsman Service (if eligible).

You may also contact **our** independent complaints team or **your insurers'** complaints team directly using the contact details below:

Gallagher

By post: Complaints Team
Gallagher
Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

By email: commercialcomplaintsUK@AJG.com

By telephone: 0141 285 3539

HCC International Insurance Company Plc

By post: Head of International Compliance
HCC International Insurance Company Plc
1 Aldgate
London
EC3N 1RE

By email: tmhcccomplaints@tmhcc.com

By telephone: +44(0)20 7702 4700

Financial Ombudsman Service

If **you** remain dissatisfied after **we** or the **insurer** have considered **your** complaint **you** may have the right (subject to eligibility) to refer **your** complaint to an alternative dispute resolution body. If **you** live in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG

Telephone: Jersey +44 (0) 1534 748610; Guernsey +44 (0) 1481 722218; International +44 1534 748610. Fax: +44 1534 747629

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

Whether or not **you** make a complaint to **us** and/or refer **your** complaint to the Financial Ombudsman Service, **your** statutory right to take legal action will not be affected.

General Information

LAW AND LANGUAGE

You can choose the law which applies to this **policy**. Unless agreed differently with **you** in writing, the laws of England and Wales apply to this **policy**. Additionally, unless otherwise agreed the language of this contract of insurance shall be English.

PRIVACY NOTICE

Arthur J. Gallagher Insurance Brokers Limited and HCC International Insurance Company Plc are the joint **data** controllers of any personal information **you** provide to **us** or personal information that has been provided to **us** by a third party. **We** collect and process information about **you** in order to arrange insurance policies and to process claims. **Your** information is also used for **business** purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with third parties such as insurers, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, **our** regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help **us** monitor and improve the service **we** provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see **our** privacy notice at www.ajg.com/privacy-policy. If **you** are providing personal **data** of another individual to **us**, **you** must tell them **you** are providing their information to **us** and show them a copy of this notice.

You may view the Data Protection policy of the **insurer**, HCC International Insurance Company Plc, by visiting <https://www.tmhcc.com/en/legal/privacy-policy>. This will provide **you** with full details of how **they** will use and manage **your** personal information.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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

FINANCIAL SERVICES COMPENSATION SCHEME

Your insurer is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **your insurer** is unable to meet **their** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim and certain eligibility criteria. Further information about the compensation scheme arrangements is available at <http://www.fscs.org.uk> or by telephoning **0800 678 1100**.

Employers' Liability Tracing Office

Certain information relating to **Your Policy** including, without limitation, the **Policy** number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the ELTO) and added to an electronic Database (the Database).

The information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010. 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 have carried out, **business** in the UK and who are covered by the employers' liability insurance of their employers (the Claimants);

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies The Database will be managed by the ELTO.

The Database and the **data** stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

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

Gallagher Cottagesure

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Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909

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