



Park Protect

Business Insurance Policy

Contents

Please note that your Policy has several sections.

Check your Schedule to see which sections are in force.

Section	Page
About your Policy	2
Complaints Procedure	3
Claims Conditions	5
Property Damage Insurance	7
Money	20
Liability Insurance	24
Business Interruption Insurance	32

This Policy (and the Schedule, which forms an integral part of the policy) is a legal contract.

Please examine it thoroughly to ensure it meets your requirements. If it does not, please advise your insurance adviser immediately.

ABOUT YOUR POLICY

We would remind you that you are required to inform us immediately of any facts or changes, which we would take into account in our assessment or acceptance of this insurance. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact is material or not, please contact your insurance adviser.

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

- This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears
- The Proposal or any information supplied by the Insured shall be incorporated in the contract
- The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium.

COMPLAINTS PROCEDURE

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

Our complaints process

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

However, if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax HX3 5WA
Tel: 0800 1076160
Fax: 01422 325146
E-mail: halifax.customerrelationsoffice@uk.royalsun.com

What to do if you are still not satisfied

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

Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 0801800
E-mail: enquiries@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Your rights

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

General Conditions

- 1 This Policy shall be voidable in the event of misrepresentation mis-description or non-disclosure in any material particular.
- 2 Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees.
- 3 The Insured at his own expense shall:
 - a) Take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition.
 - b) Exercise care in the selection and supervision of employees.
 - c) As soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- 4 This Policy shall be avoided if:
 - a) The Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
 - b) The Insured's interest cease otherwise than by death or
 - c) Any alteration be made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company.
- 5 This Policy shall be avoided if the Insured's interest ceases and nothing herein contained shall give any right against the Company to any person other than Insured except to a transferee approved by the Company.
- 6 The discount specified in the Schedule is allowed off the gross premium on this Policy in consideration of the Insured undertaking to offer annually for three years (unless otherwise stated) from the date specified in the Schedule the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that:
 - a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking.
 - b) The Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in the Business The above mentioned undertaking applies to any policy or policies which may be issued by the Company in substitution for this Policy and the same discount shall be allowed off the net premiums on any substituted policy or policies issued by the Company Payment of the premium due at the commencement of the undertaking specified in the Schedule shall be deemed acceptance by the Insured of the terms of this clause.
- 7 If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Company may require The Premium shall then be adjusted and the difference paid by or allowed to the Insured.
- 8 This Policy may be cancelled
 - a) By the Company giving 30 days notice in writing to the Insured at its last known address. Thereupon the Insured shall become entitled to a proportionate return of premium.
 - b) By the Insured giving 30 days notice in writing to the Company at the address shown in the Schedule provided an undertaking in accordance with General Condition 6 is not in force The Insured shall be entitled only to a return premium in accordance with the Company's usual short period scale provided that no claim has been made in the then current Period of Insurance Law Applicable Clause.

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

CLAIMS CONDITIONS

- 1 If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss destruction or damage be occasioned by the willful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.
- 2 On the discovery of any circumstance or event, which may give rise to a claim under this Policy the Insured, shall:
 - a) Notify the Company in writing forthwith.
 - b) Give immediate notice to the Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy.
 - c) Carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.
 - d) As soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
 - e) Within 30 days (7 days in the case of Damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow at his own expense deliver to the Company:
 - (1) Full information in writing of the claim.
 - (2) Details of any other insurance relating to the claim.
 - (3) All such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details.
 - (4) If demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- 3 No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with.
- 4 If the Company elects or becomes bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.
- 4 (A) On the happening of any loss destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy enter take or keep possession of the building or premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner This condition shall be evidence of the leave and licence of the Insured to the Company so to do If the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above-mentioned acts then all benefit under this Policy shall be forfeited The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

- 6 (B) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim The Insured shall give all such assistance as the Company may require.
- 7 The Insured shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Insured.
- 8 Not applicable to Money Personal Accident and Personal Injury (Robbery) Insurance. If at the time of any claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its ratable proportion of such claim If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing ratably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property.
- 9 Not applicable to Liability Personal Accident Personal Injury (Robbery) and Legal Expenses Insurance If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.
- 10 Application only to Glass Breakage Damage to Neon and Illuminated Signs Electric Light Fittings and Sanitary Earthenware Insurance Notwithstanding Claims Condition (2A) of this Policy in the event of any breakage loss or damage the Insured shall give immediate telephone notice to the Company If such breakage relates to stained glass the Company shall only be liable for the cost of repairing the broken glass by stained glass artists of recognised repute and standing and shall not pay any loss arising from alleged inferior artistic merit.
- 11 Applicable only to Liability Insurance
Every letter claim writ summons and process in connection with the event shall be forwarded to the Company immediately on receipt The Insured shall also give the Company written notice immediately the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Policy.
- 12 Applicable only to Personal Accident and Personal Injury (Robbery) Insurance All certificates information and evidence required by the Company shall be furnished free of expense to and in the form prescribed by the Company The Insured Person shall as often as required submit to medical examination on behalf of and at the Company's expense in connection with any claim The Insured's or the Insured's personal representative's receipt shall discharge the Company The Insured Person or the Insured Person's personal representative shall have no right to claim from or sue the Company If the Insured comprises more than one party having an interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this insurance.
- 13 It is possible to choose the law applicable to a contract of insurance covering a risk situated in the UK As such, we have chosen the laws of England and Wales to be applicable to the contract of insurance between us and will take Payment of your Premium as evidence of your acceptance of our choice If any other law is to apply, it must be agreed by both parties and evidenced in writing.

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

PROPERTY DAMAGE INSURANCE

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Insured the amount of loss or at its option reinstate or replace such property provided that the Company's liability in any one period of insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability.

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

Covers

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

1.
 - A. **Fire excluding Damage**
 - 1) by explosion resulting from fire
 - 2) to property caused by its undergoing any process involving the application of heat
 - B. **Explosion excluding Damage**

Caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage caused by explosion of:

 - any boiler
 - gas

used for domestic purposes only
 - C. **Lightning**
 - D. **Aircraft or other aerial devices or articles dropped therefrom**
2. **Earthquake excluding Damage caused by fire**
3. **Riot civil commotion**

Strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding Damage:

 - 1) Arising from confiscation requisition or destruction by order of the government or any public authority.
 - 2) Arising from cessation of work.
 - 3) A) in the course of theft or attempted theft.
B) In respect of any building which is empty or not in use directly caused by malicious persons not acting on behalf of or concerning any political organisation.
4. **Storm or flood excluding Damage**
 - 1) Attributable solely to change in the water table level.
 - 2) Caused by frost subsidence ground heave or landslip.
 - 3) To fences gates and moveable property in the open.

5. Escape of water from any tank apparatus or pipe

Excluding damage:

- 1) By water discharged or leaking from an automatic sprinkler installation.
- 2) In respect of any building which is empty or not in use.

6. Impact by any road vehicle

(Including any fork lift truck or other industrial vehicle) or animal

7. Accidental escape of water from any automatic sprinkler installation

Excluding Damage:

- 1) By freezing in any building which is empty or not in use
- 2) By heat caused by fire

8. Theft

(Which shall be deemed to include attempted theft) excluding Damage:

- 1) Which does not involve entry to or exit from that part of the building occupied by the Insured for the purpose of the Business by
 - Forcible and violent means
 - or
 - actual or threatened assault or violence
- 2) From any part of the building not occupied by the Insured for the purpose of the Business
- 3) From the open or from any outbuilding
- 4) To property in transit
- 5) To Money and securities of any description

9. Subsidence ground heave or landslip

Excluding Damage:

- 1) Arising from the settlement or movement of made-up ground or by coastal or river erosion.
- 2) Occurring as a result of the construction, demolition, structural alteration or structural repair of any property at the Premises.
- 3) Arising from normal settlement or bedding down of new structures.
- 4) Commencing before the granting of cover under this insurance.

10. Any other accident

Excluding Damage by any of:

- 1)
 - a) The Covers
 - b) The causes expressly excluded from the Covers specified in the paragraphs 1-9 or 11-12 (whether or not insured)
 - 2) To any property caused by:
 - a) It's own faulty or defective design or materials.
 - b) Inherent, vice, latent defect, gradual deterioration, wear and tear.
 - c) Faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.
 - 3) Caused by:
 - a) Corrosion, rust wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring or scratching.
 - b) Change in temperature colour flavour texture or finish.
 - c) Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith.
 - d) Mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates.
- However, this shall not exclude:
- a) Such Damage which itself results from other Damage and is not otherwise excluded
 - b) Subsequent Damage which itself results from a cause not otherwise excluded

- 4) Caused by:
 - a) Pollution or contamination.
 - b) Acts of fraud or dishonesty.
 - c) Disappearance, unexplained or inventory, shortage, misfiling or misplacing of information.
- 5) To:
 - a) A building or structure caused by its own collapse or cracking.
 - b) Moveable property in the open fences and gates by wind rain, hail, sleet, snow, flood or dust.
 - c) To property resulting from its undergoing any process of production, packing treatment, testing, commissioning, servicing or repair.
- 6) To:
 - a) Property in transit.
 - b) Money and securities of any description.
 - c) Vehicles licensed for road use (including accessories thereon) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
 - d) Property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection.

11. Accidental breakage of fixed Glass

By fracture extending through its entire thickness

- A. Damage to neon and illuminated signs and electric light fittings
- B. Accidental breakage of sanitary earthenware
- C. Damage by impact or falling glass to
 - 1) The framework and fittings of the ground floor frontage
 - 2) Goods on display in windows

Excluding:

- 1) Breakage or Damage.
 - A. Consequent upon alterations to the framework or position of any of the Glass or to neon and illuminated signs and electric light fittings or to sanitary earthenware.
 - B. Consequent upon settlement or expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion of the buildings.
 - C. Whilst the Premises are empty or disused unless specifically agreed.
 - D. Existing before the commencement of this insurance and not subsequently replaced.
 - E. In respect of neon and illuminated signs and electric light fittings.
 - 1) Occasioned by or traceable to wear and tear or gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempt thereat.
 - 2) Of bulbs or tubes unless consequent upon Damage to signs or fittings.
- F. Of
 - 1) Glass, which is bent, tinted, stained and fired or incorporated in multiple glazed units.
 - 2) Lettering or decoration or protective film or alarm foil on Glass unless to comply with the quality recommended in the British Standard Code of Practice BS 6262:1982.

- 2) Any consequence of fire or explosion unless more specifically insured under Cover 1.

Provided that the liability of the Company during any one Period of Insurance in respect of Cover 11 shall not exceed the sum insured shown in the Schedule.

12. Damage to Office Machines if insured

Excluding

- 1) Damage caused by:
 - a) Wear and tear, moth, vermin, atmospheric or climatic conditions or any gradually operating cause.
 - b) Alterations, maintenance repairs or any process of cleaning or restoring.
 - c) Delay, confiscation or detention by order of any Government or Public Authority
 - d) Counterfeit, substitute or foreign coins.
 - e) Mechanical or electrical breakdown or derangement.
 - f) Breakage of electrical valves, bulbs or tubes unless forming part of the property and fixed therein and happening as the result of Damage to such property.
 - g) The contents of machines unless such contents are shown in the Schedule.
 - h) Depreciation, contamination, consequential loss or consequential damage of any kind or description.
 - i) Damage consequent upon any person obtaining any property by deception.

Insured's Contribution

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

A	Cover 9 (Subsidence) if insured	£1,000
B	All other Covers	
	1. If Cover 10 (Any other Accident) is insured the Insured's Contribution for each Cover Insured is	£250
	2. If Cover 10 is not Insured the Insured's Contribution (in respect of those Covers Insured) stands as follows	
	1, 2	Nil
	3. Damage due to Malicious Persons not acting on behalf of or in connection with any Political Organisation	£250
	Other damage	Nil
	4, 5	Nil
	6. Damage by any vehicle or animal not under the control of the Insured or their Employees	
	7	Nil
	8	£250
	11	Nil
	12	£250

Exclusions:

This insurance does not cover:

A Marine Policies

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

B Sonic Bangs

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

C War and Allied Risks

Damage occasioned by:

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

D Pollution and Contamination

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

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

E Radioactive Contamination

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

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

F Northern Ireland

Damage in Northern Ireland occasioned by or happening through or in consequence of:

- 1) Civil commotion.
- 2) Any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

For the purpose of this exclusion -

Unlawful Association means any organisation, which is engaged in Terrorism and includes an organisation, which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions Act 1973).

Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this exclusion any Damage is not covered by this insurance the burden of proving such Damage is covered shall be upon the Insured.

Definitions of Property

Property Insured

Buildings	at the premises including within the open yards forming part of the Premises
General Contents	(subject to any specific exclusions)
Stock	
Other property or interests	

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

- Property, which is more specifically insured.
- Unless specifically notified to and accepted by the Company as insured.
 - a) Land, roads, pavements, piers, jetties, culverts or excavations.
 - b) Livestock, growing crops or trees.

Buildings

- Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the Schedule).
- Landlord's fixtures and fittings in and on the buildings.
- Small outside buildings, extensions, annexes, gangways.
- Walls, gates and fences.
- Services, which shall mean:
Telephone, gas, water, mains and sewerage, hook-up points, electrical instruments, meters, piping, cabling and the like and the accessories thereon extending from the caravan connection or hook-up points to the buildings or to the public supply for an amount not exceeding £10,000 and associated underground piping for an amount not exceeding £10,000.

- Concrete bases not otherwise insured, including removal and resiting costs, for show and rented static mobile homes for an amount not exceeding £5,000 per base.
- Car parks, roadways, pavements and soft and hard landscaping for an amount not exceeding £20,000.
- Greens and playing surfaces for an amount not exceeding £5,000 for the costs of repair and debris removal following Damage caused by Fire, Riot and malicious persons, and by straying cattle, sheep or horses and by falling trees and branches.
- Fixed outdoor playing equipment for an amount not exceeding £5,000. For this item only, conditions 1) and 3) of Cover 8 Theft are deleted.

General Contents

- Machinery, plant, fixtures, fittings and other trade equipment.
- All office equipment and other contents.
- Patterns, models, moulds, plans and designs.
- Computer records, documents, manuscripts and business books for an amount not exceeding £25,000 in respect of any one loss.
- Tenants improvements, alterations and decorations in so far as they are not otherwise insured.
- Directors, partners and employees personal effects including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £250 per person.

However, any cover granted under this insurance for Damage by Theft shall not apply to:

- Personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable, electronic, entertainment equipment, cameras, Money and securities of any description.
- Money and securities of any description but for not more than £1,000 in total and subject to any specific exclusions in this insurance.
- Wines, spirits, cigarettes and tobacco held for entertainment purposes but for not more than £500 in total in respect of Damage by Theft (if insured).
- To the extent, that they are not otherwise insured motor vehicles, motor chassis and their contents.

Money

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

Stock

Stock and materials in trade, work in progress and finished goods.

Designation of Property

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

Glass

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

Office Machines

Typewriters, duplicators photocopying machines, calculators, accounting machines, telephone installations, public address systems, dictating equipment, postal and franking machines and similar office machinery belonging to the Insured or for which the Insured is responsible and the limit any one machine not exceeding £2500 or as otherwise specified in the Schedule.

The Insurance Provided

In respect of Buildings and General Contents (other than motor vehicles, directors, partners and employees and personal effects) the Company will pay:

- A. The cost of reinstatement being:
 - Where the property is destroyed the cost of rebuilding or in the case of General Contents the cost of its replacement by similar property.
 - Where the property is damaged the cost of repairing or restoring the damaged portions.
 - To a condition substantially the same as but not better or more extensive than its condition when new.
- B. The cost of complying with Public Authorities' requirements being such additional cost of reinstatement of the property as may be incurred with the Company's consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon the insured following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow.
- C. The cost of removing debris being the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses:
 - 1) Incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site.
 - 2) Arising from pollution or contamination of property not insured by this policy.
- D. The cost of professional fees being those necessarily incurred in the reinstatement of the property but not for preparing any claims.

The undernoted provisions apply:

1. Public Authorities' Requirements

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

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

2. Partial Damage

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

3. Reinstatement on Another Site

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

4. Insurable Amount

For the purpose of the Underinsurance Provision, the Insurable Amount shall be the Day One Reinstatement Value. Day One Reinstatement Value shall mean the total of the insured costs A B C and D in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the period of insurance.

5. Alternative Basis of Settlement

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

- a) Until the cost of reinstatement has actually been incurred.
- b) If the work of reinstatement is not carried out as quickly as is reasonably practicable.
- c) If at the time of its Damage the property is covered by any other insurance effected by or on behalf of the Insured and such other insurance is not on the identical basis of reinstatement defined in cost A.
- d) If in the Schedule, it is stated that the Alternative Basis of Settlement applies.

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

- Complying with Public Authorities requirements.
- Removing debris.
- Professional fees.

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

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

In respect of computer records, documents, manuscripts and business books the Company will pay:

- a) the value of the materials as stationery.
- b) The clerical labour and computer time expended in reproducing such computer records or writing up such documents.
- c) The costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded but excluding the value to the Insured of the information and subject to the Company's liability not exceeding the limit stated in the definition of General Contents.

In respect of Stock and other insured property not specifically provided for the Company, will pay the value of the property at the time of its destruction or the amount of the damage including the cost of removing debris as defined in cost C.

The undernoted provisions apply:

1. Contract Price

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

2. Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount shall be the contract price of those goods to which provision 1 applies and the value at the time of Damage of all other property.

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

- a) If the loss relates to rent receivable by the Insured. The actual reduction in rent received solely in consequence of the Damage.
- b) If the loss relates to rent payable by the insured the amount of rent which continues to be payable by the Insured in respect of the Building or portions of the Building whilst unfit for occupation in consequence of the Damage but the Company's liability shall be limited to the loss suffered within the period of rent insured (or specified in the Schedule) which commences from the date of the Damage.

The undernoted provision applies:

Insurable Amount

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

Special Provisions

Underinsurance

If at the time of the Damage:

- The Declared Value by the relative item on Buildings or General Contents
- Or
- The sum insured by the relative item on other property or interests

Is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

Declared Value shall mean:

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

Reinstatement by the Company

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

Extinguishment Expenses

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

Glass Cover Extension

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

- a) Any necessary boarding up or temporary glazing pending replacement of broken glass.
- b) Removing and refixing window fittings and other obstacles to replacement.

Metered Water Extension

Metered water charges incurred by the Insured as a result of Damage caused by any of the Covers Insured except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the Damage. The amount payable as indemnity shall be ascertained by comparing the charge made by the water suppliers on their account for the period during which the loss occurred with the normal charge adjusted for any relevant factors affecting the Insured's liability for metered water during such period subject to the Company's liability not exceeding £5,000. This item is not subject to the Underinsurance clause.

Movement of Static's Extension

Cover is extended to include Damage to mobile homes belonging to customers whilst being repositioned within the site by the Insured or the Insured's contractors for an amount not exceeding £50,000 any one mobile home.

Goods in Transit Extension

In the event of Damage by any cause to Stock or General Contents while being loaded or carried by or unloaded from any of the Insured's own vehicles anywhere in Great Britain Northern Ireland the Republic of Ireland the Channel Islands or the Isle of Man the Company will by payment or at its option repair reinstate or replacement indemnify the Insured provided that the liability of the Company in any Period of Insurance shall not exceed £2,500 excluding:

- 1 the first £250 of each and every loss.
- 2 liability in respect of loss or market delay or any loss resulting from dishonesty or insolvency of persons to whom goods are entrusted.
- 3 destruction of or damage to glass china marble earthenware scientific instruments antiques curios sculptures works of art pictures prints drawings engravings and goods of a brittle nature unless caused by fire theft or as a result of collision or overturning of the conveying vehicle.
- 4 livestock precious stones and minerals jewellery watches furs Money or securities.
- 5 loss destruction or damage caused by or arising from wear and tear depreciation deterioration mildew moth vermin inherent vice or inherent nature mechanical or inherent defect of the Stock or General Contents item.
- 6 loss destruction or damage to any item left in any vehicle for the night except where such vehicle is left closed and locked and either:
 - a. Garaged in a building which is securely locked and closed or
 - b. Left in a compound secured by locked gates.

Deterioration of Stock Extension

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

- A) Due to the rise or fall in temperature resulting from any cause not hereunder excluded or
- B) Due to the action of refrigerant fumes which have escaped from the machine during any Period of Insurance at the commencement of which such machine does not exceed the age of fifteen years the Company will pay to the Insured the amount of such Damage but not exceeding £2,000 in any one machine.

Exclusions

The Company shall not be liable in respect of:

- 1 Deterioration or putrefaction resulting from damage at the Premises by fire, lightning, explosion, flood, earthquake, aircraft or other aerial devices or articles dropped there from or by leakage from a sprinkler installation.
- 2 Loss or damage resulting from the deliberate act of any public electricity supply authority or the exercise of such authority of its power to withhold or restrict supply or from the willful neglect of the Insured.
- 3 Loss of goodwill or other consequential loss of any nature whatsoever.
- 4 The first £50 of each and every loss.

Interpretation

Stock in the Cold Chamber shall include stock, which at the time of the loss or damage is elsewhere on the Premises but which would in the normal course, be placed in the said Cold Chamber.

Theft Cover Extension

Any cover granted under this insurance in respect of Theft includes:

- a) The cost of repairing Damage to the Buildings (whether or not the Buildings are insured hereunder) if the Insured is responsible for the repairs and the Damage is not otherwise insured.
- b) The reasonable expenses (not exceeding £500) incurred in necessarily replacing locks to the Buildings or safes or strong-rooms therein consequent upon the Theft (as insured) of keys from such building or from the residence of any of the authorised keyholding directors, partners or employees of the Insured.
- c) Garden furniture and equipment in the open for an amount not exceeding £1,500. For this item, only conditions 1) and 3) of Cover 8 Theft are deleted.

New Contract Works Extension

In the event of damage (subject to any exclusions) to Property owned by or on Deferred Purchase or lease to the Insured happening during the Period of Insurance whilst situated or in transit anywhere within the Territorial Limits and at the time of such damage the Property is:

- a) less than or equal to 1 year old from the date of sale as new the amount payable by the Insurers shall be Reinstatement
- b) b) more than 1 year old from the date of sale as new the Insurers will pay to the Insured the value of the Property at the time of the DAMAGE or the cost of repair of the DAMAGE to a condition substantially the same as but not better or more extensive than the condition at the time of the damage or at its option reinstate or replace such Property

Asbestos Exclusion

The Company shall not be liable in respect of any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks

Definitions:

Asbestos Risks

Asbestos Risks shall mean

- A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- B) the release of Asbestos Dust
- C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials

Asbestos

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

General Memoranda

Property at other locations

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

- 1) The insurance applies only in so far as the property is not otherwise insured.
- 2) Any cover granted in respect of Damage by Theft shall not apply under this extension.
- 3) This extension applies only to Damage occurring within Great Britain Northern Ireland and the Republic of Ireland.
- 4) The Company's liability for any one loss shall not exceed the limit stated.

Property & Location	Limit of Liability for any one loss
A. Computer records documents manuscripts. The limit stated in the General and business books at any location and Contents definition whilst in transit.	The limit stated in the General Contents of definition.
B. Stock (excluding goods held in trust) at any location used by the Insured for storage.	
C. Other property (excluding vehicles licensed for road use) at any location to which the property has been temporarily removed for cleaning renovation repair or other similar purposes and whilst in transit.	10% of the relative sum insured but in case exceeding £250,000.

Buildings and General Contents - Alterations and Additions

If during the period of insurance:

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

Automatic Reinstatement after a Loss

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

Index Linking

If shown in the Schedule as applicable the Company will adjust the sum insured (and the declared value where appropriate) by each item on Buildings General Contents and Stock in line with suitable indices of costs and the premium for renewal will be based on the adjusted amounts.

Transfer of Interest

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

Risk Protections

A Automatic Sprinkler and Fire Alarm Installations

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

The Insured shall:

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

B Fire Extinguishing Appliances

(Applicable if a reduced premium rate is allowed on account of the appliances)

The Insured shall maintain all fire extinguishing appliances in efficient working order

C Intruder Alarms

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

It is a condition precedent to the Company's liability for Damage that:

1. in respect of any Intruder Alarm System installed at the Premises:
 - a) a maintenance contract is maintained in force during the currency of this Insurance with the installing contractor or such other contractor as is agreed in writing by the Company.
 - b) The Business Premises are not left unattended unless:
 - 1) The Intruder Alarm System is tested and set in its entirety and where the equipment permits any Central Station to which the Intruder Alarm System is connected has acknowledged the setting signal and
 - 2) As far as the Insured or their representative is aware, the Intruder Alarm system is in full and efficient working order.
 - c) The agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm System
 - d) The Company is notified immediately and in writing if
 - 3) The Insured receive written notification from a Police Authority that they may be withdrawing response to alarm calls or
 - 4) The Insured is required to abate a nuisance under the Code of Practice on Noise from Audible Intruder Alarms 1983 or by the Force policy issued by the Chief Constable.
2. Whenever the Premises are left unattended
 - a) All locks bolts and other protective devices are in full operation.
 - b) All keys (including those relating to any part of the Intruder Alarm System) are
 - 1 removed from the Business Premises or
 - 2 placed within a locked safe or strong room the keys to which are themselves removed from the Business Premises.

For the purpose of this condition

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

D Minimum Standard of Security

It is a condition precedent to the Company's liability for Damage that the Insured shall have implemented the following security measures within thirty-one days from the inception date of cover stated in the Schedule

- A) The final exit door of the Premises to be fitted with a mortice deadlock, which has five or more, levers and/or conforms to BS3621: the specification for thief resistant locks and matching boxed striking plate.
- B) All other external doors and all internal doors giving access to any part of the building not occupied by the Insured for the purpose of the Business to be fitted with either purpose of the Business to be fitted with either
 - 1) A mortice deadlock with matching boxed striking plate as specified in A) above or
 - 2) Two key-operated security bolts for doors one fitted approximately 30cm from the top of the door and the other one 30cm from the bottom.
- C) All ground floor and basement opening windows/sky lights and other opening windows/sky lights accessible from roofs, decks, balconies, fire escapes, canopies or down pipes are to be fitted with key operated window locks. This requirement does not apply to windows/sky lights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from the Company and is stated on the Schedule.

Any door or window officially designated a fire escape by the fire authority is excluded from these requirements.

MONEY

Section 1 Money

The Company will indemnify the Insured up to the Limit of Liability for any loss of or damage to the Money and property described in Items 1 to 5 below occurring during the Period of Insurance. Provided that:

- a) As regards Item 3 the loss or damage is due to robbery or attempt thereat.
- b) As regards Item 5 the loss or damage is due to theft or attempt thereat and
- c) The Company's liability in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause shall not exceed the relevant Limit of Liability.

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

Exclusions

The Company shall not be liable for:

- 1) Loss by theft by any director partner or employee of the Insured not discovered within seven working days of the occurrence.
- 2) Shortage due to error or omission.
- 3) Loss from an unattended vehicle.
- 4) Loss due to the use of counterfeit Money.
- 5) Loss or damage arising from riot or civil commotion in Northern Ireland.
- 6) Loss or damage not within Great Britain Northern Ireland the Republic of Ireland the Channel Islands or the Isle of Man.
- 7) Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 8) Loss or damage arising from war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 9) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - a) Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Interpretations

1 Money shall mean:

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

2 Working hours shall mean:

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

Special Conditions

1. It is a condition precedent to the Company's liability for loss or damage that:
 - a) A maintenance contract is maintained in force during the currency of the Policy with the installing contractor or such other contractor as is agreed in writing by the Company.

2. The Business Premises are not left unattended unless
 - a) The Intruder Alarm System is tested and set in its entirety and where the equipment permits any Central Station to which working order.
 - b) The agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm System.
 - c) The Company is notified immediately and in writing if:
 - a) The Insured receive written notification from a Police Authority that they may be withdrawing response to alarm calls or
 - b) The Insured is required to abate a nuisance under the Code of Practice on Noise from Audible Intruder Alarms 1983 or by the Force policy issued by the Chief Constable.
 - c) Whenever the Premises are left unattended.
- 1 all locks, bolts and other protective devices are in full operation.
- 2 all keys (including those relating to any part of the Intruder Alarm System) other than keys to safes or strong rooms containing money are:
 - a) Removed from the Business Premises or
 - b) Placed within a locked safe or strong room the keys to which are themselves removed from the Business Premises.
 - c) Out of working hours all keys and notes of combination lock, letters and numbers of safes and strong-rooms containing Money are removed from the Business Premises.

Interpretation

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

Contribution

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

Section 2 Personal Injury (Robbery)

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

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

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

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

Exclusions

The Company will not pay the Benefit if:

1. Bodily Injury is sustained by any person before such person attains the age of sixteen years or after the expiry of the Period of Insurance during which such person attains the age of seventy years.
2. Bodily Injury Death Disablement or Medical Expenses is the result of or is contributed to by the Insured Person having a physical or mental defect of any sort which was known either to the Insured or the Insured Person when the Policy was issued or at renewal however the exclusion shall not apply if the defect has been notified to the Company and accepted in writing.

Interpretations

1. Benefits shall mean
 - a) Death.
 - b) Disablement.
 - c) Loss of one or more Limbs or Eyes.
 - d) Permanent Total Disablement other than by Loss of Limb or Eye from gainful employment of any and every kind.
 - e) Temporary Total Disablement from usual occupation.
 - f) Medical Expenses necessarily incurred in the treatment of the Insured Person.

- 2 The amount payable for each Unit of cover shall be:
Benefit
 - a) Death - £5000.
 - b) Disablement - £5000.
 - c) Loss of one or more Limbs or Eyes - £5000.
 - d) Permanent Total Disablement other than by Loss of Limb or Eye from gainful employment of any and every kind - £50 per week for a maximum of 104 weeks in all and not necessarily consecutive.
 - e) Temporary Total Disablement from usual occupation - Reimbursement up to 15% of the amount payable under Benefit 4.

- 3 Loss of Limb shall mean:
 - a) In the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg.
 - b) In the case of an arm loss by physical severance of the entire four fingers through or above the meat carp phalangeal joints or permanent total loss of use of a complete arm or hand.

- 4 Loss of Eye shall mean permanent and total loss of sight which will be considered as having occurred:
 - a) In both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
 - b) In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet).

- 5 Medical Expenses shall mean the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

Special Condition

Benefits

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

LIABILITY INSURANCE

Definitions

Person Entitled to Indemnity shall mean:

- a) The Insured.
 - b) The personal representatives of the Insured in respect of legal liability incurred by the Insured.
 - c) At the request of the Insured.
1. Any principal
- a) Any director or partner of the Insured.
 - b) Any Person Employed against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured.
 - c) The officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided.
 - d) Any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply.
 - e) Any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured.

Each of who shall as though the Insured be subject to the terms of this Policy as far as they can apply.

- 2 Employee shall mean any individual under a contract of service or apprenticeship with the Insured
- 3 Person Employed shall mean any
- a) Employee.
 - b) Labour master and individuals supplied by him.
 - c) Individual employed by labour only sub-contractors.
 - d) Self employed individual (not being in partnership with the Insured).
 - e) Individual hired to or borrowed by the Insured} while under the direct control and supervision of the Insured.
 - f) individual undertaking study or work experience while under the supervision of the Insured while under the direct control and supervision of the Insured
- 4 Injury shall mean

Section 1

Bodily injury, death, disease or illness.

Sections 2 3 and 4

Bodily injury, death, disease, illness, wrongful arrest or false imprisonment.

- 5 Abuse shall mean
 - a) Acts of hurting or injuring mentally or physically by maltreatment or ill use.
 - b) Acts of forcing sexual activity rape or molestation.
 - c) Repeated or continuing contemptuous coarse or insulting words or behaviours.
- 6 Property shall mean material property
- 7 Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include:
 - a) Ownership, repair and maintenance of the Insured's own property.
 - b) Provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed.
 - c) Fire and security services maintained solely for the protection of premises owned or occupied by the Insured.
 - d) Private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured but in respect of Section 1 shall not include any work undertaken Offshore.
- 8 Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.
- 9 Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.
- 10 Insured's Contribution shall mean the amount or amounts specified in the Schedule, which the Insured agrees to pay.
- 11 Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property.

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

Section 1 Employers' Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 Against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance:
 - a) In Great Britain Northern Ireland the Channel Islands or the Isle of Man.
Or
 - b) While temporarily outside these territories.

Arising out of and in the course of employment by the Insured in the Business

- 2 Against legal liability for claimant's costs and expenses in connection with 1 above.
- 3 in respect of:
 - A) Costs of legal representation at:
 - 1) Any coroner's inquest or inquiry in respect of any death.
 - 2) Proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section.
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred with the Company's written consent

Provided that in respect of any one Event

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

Exclusions to Section 1

The indemnity will not apply to legal liability

- 1 of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof where such legal liability is:
 - 1) That of any principal.
 - 2) Accepted under agreement and would not have attached in the absence of such agreement.
- 2 in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Community.

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

1 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained:

- A) By any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business.
- B) Against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in the territories specified in B) above and
- C) Remaining unsatisfied in whole or in part six months after the date of such judgement at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- a) There is no appeal outstanding.
- b) If any payment is made under the terms of this Extension, the Employee or the personal representatives of the Employee shall assign the judgement to the Company.

2 Compensation for Court Attendance

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

- a) Any director or partner of the Insured - £500
- b) Any Employee - £250

Section 2 Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity:

- 1 up to the Limit of Indemnity against legal liability for damages in respect of:
 - a) Accidental Injury of any person.
 - b) Accidental loss of or damage to Property.
 - c) Nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission happening during any Period of Insurance in connection with the Business.
- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of:
 - A) Costs of legal representation at:
 - 1) Any coroner's inquest or inquiry in respect of any death.
 - 2) Proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above which may be the subject of indemnity under this Section.
 - B) All other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred with the Company's written consent.

Provided that in respect of:

- A) Any one Event.
- B) All Events happening during any Period of Insurance in respect of products supplied.
- C) All incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere the following shall apply:
 1. The total amount payable by the Company in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity.
 2. The Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment.
 3. The Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.
 4. Where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity.

Exclusions to Section 2

The indemnity will not apply to legal liability:

- 1 arising from or out of the ownership possession or use by or on behalf of the Insured or any Person entitled to Indemnity of any:
 - A) Mechanically propelled vehicle other than legal liability arising out of:
 - 1) The use of plant as a tool of trade on site.
 - 2) The use of plant at the premises of the Insured.
 - 3) The loading or unloading of any vehicle.

Except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

- B) Aircraft or other aerial device.
- C) Aerspatial device.
- D) Hovercraft.
- E) Water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

- 2 for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business.
- 3 for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than:
 - a) Employees' directors' partners' or visitors' personal effects including vehicles and their contents.
 - b) Premises and their contents not owned by, leased, or rented to the Insured at which the Insured is undertaking work in connection with the Business.
 - c) Premises and their fixtures and fittings leased or rented to the Insured unless such legal liability:
 - 1) Has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement.
 - 2) Arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.
- 4 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance.

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

- 5 A) in respect of loss of or damage to any:
 - 1) Product supplied.
 - 2) Contract work executed.
 (By the Insured)

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

- B) For the costs of recall removal repair alteration replacement or reinstatement of any:
 - 1) Product supplied.
 - 2) Contract work executed.
 (By the Insured)

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

- 6 arising from or in connection with
 - A) Advice.
 - B) Design.
 - C) Specification.
 (Provided for a fee)
- 7 arising from or in connection with any
 - 1) Product supplied.
 - 2) Contract work executed.
 (By the Insured)

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

- 8 for the costs of remedying any defect or alleged defect in premises disposed of by the Insured
- 9 for:
 - A) Fines or penalties.
 - B) Compensation ordered or awarded by a Court of Criminal Jurisdiction.
 - C) Aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man.

10 of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- A) Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- B) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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

12 arising from Abuse.

Insured's contribution

The indemnity provided is subject to an Insured's contribution of:

- A) £1,000 each event in respect of Loss or Damage to material property arising out of the application of heat involving a naked flame or open heat source on property not belonging to the Insured.
- B) £500 each event in respect of Loss or Damage to material property arising out of any other work on property not belonging to the Insured.

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

1 Cross Liabilities

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

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

2 Compensation for Court Attendance

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

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

3 Contingent Motor Liability

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

The indemnity will not apply to legal liability:

- A) In respect of loss of or damage to such vehicle or to property conveyed therein.
- B) Arising while such vehicle is being driven by the Insured.
- C) In respect of which the Insured is entitled to indemnity under any other insurance.
- D) Arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man.

4 Overseas Personal Liability

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

The indemnity will not apply:

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

5 Data Protection Act 1998

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

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

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

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

This Extension shall not apply in respect of:

- a) The payments of fines or penalties.
- b) The costs of replacing reinstating rectifying erasing blocking or destroying any personal data.
- c) Liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission.
- d) Claims, which arise out of circumstances, notified to previous insurers or known to the Insured at inception of this Extension.
- e) Legal liability where indemnity is provided by any other insurance.

Heat Application Warranty

It is warranted that the following precautions are complied with on each occasion there is application of heat involving a naked flame or open heat source on property not belonging to the Insured:

- A) The area of the work will be cleared of combustible material for a safe distance from or beneath place where such work is being carried out. A safe distance shall be not less than fifteen metres when welding or cutting operations are carried out.

Where such precautions are impracticable, such material will be covered with non-combustible blankets or screens. Combustible parts of premises will be similarly protected:

- B) At least one water (with a capacity of more than 8.2 litres), dry powder (with a weight of more than 1.2 kilograms or other fire extinguisher of an equivalent rating of a type suitable for the combustible material and the premises will be kept immediately adjacent to the area of work in full working order and available for immediate use.
- C) Equipment will be lit as short a time as possible before use and extinguished immediately after use.

- D) Equipment, which is lit or switched on, will not be left unattended.
- E) A thorough examination for any signs of combustion will be made within or below the area in which work has been undertaken half an hour after the termination of each period of work.

Section 3 - Legal Defence Costs

The Company will provide indemnity to the Insured and if the Insured so requests any Employee, director, or partner of the Insured up to the Limit of Indemnity in respect of:

- a) Legal costs and other expenses incurred with the Company's written consent.
- b) Costs awarded against the Insured or any director partner or Person Employed in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts A and B below.

Part A

In respect of a breach of:

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

Part B

In respect of a breach of:

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

1 the indemnity will not apply:

- a) To fines or penalties of any kind.
- b) To compensation ordered or awarded by a Court of Criminal Jurisdiction.
- c) Where Injury of any person or loss of or damage to Property has occurred.
- d) Where indemnity is provided by any other insurance.
- e) To proceedings consequent upon any deliberate act or omission by:

- 1) The Insured.
- 2) Any partner or director of the Insured.
- 3) Any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section.

2 The indemnity will apply only where shown in the Schedule.

3 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment.

The Company will then relinquish control of such claims and be under no further liability in respect thereof

4 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity.

Special Provision

The Company shall pass notification to the First Assist Group Ltd (a wholly owned subsidiary of the Company) which shall thereafter administer claims settlement on the Company's behalf.

BUSINESS INTERRUPTION INSURANCE

If Damage by any of the Covers insured occurs at the Premises to property used by the Insured for the purpose of the Business and causes interruption of or interference with the Insured's Business at the Premises the Company will pay to the Insured the amount of loss resulting from the interruption or interference caused by the Damage in accordance with the provisions of the insurance.

Provided that:

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

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

Covers

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

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

- 4 Storm or flood excluding Damage:
 - 1) Attributable solely to change in the water table level.
 - 2) Caused by frost subsidence ground heave or landslip.
 - 3) To fences gates and moveable property in the open.
- 5 Escape of water from any tank apparatus or pipe excluding Damage:
 - 1) By water discharged or leaking from an automatic sprinkler installation.
 - 2) In respect of any building which is empty or not in use.
- 6 Impact by any road vehicle (including any fork lift truck or other industrial vehicle) or animal.
- 7 Accidental escape of water from any automatic sprinkler installation excluding Damage:
 - 1) By freezing in any building which is empty or not in use.
 - 2) By heat caused by fire.
- 8 Theft or attempted theft excluding theft:
 - 1) Which does not involve entry to or exit from a building by forcible and violent means
Or actual or threatened assault or violence.
 - 2) Of property in transit.
- 9 Subsidence ground heave or landslip excluding Damage:
 - 1) Arising from the settlement or movement of made-up ground or by coastal or river erosion.
 - 2) Occurring as a result of the construction, demolition, structural alteration or structural repair of any property at the Premises.
 - 3) Arising from normal settlement or bedding down of new structures.
 - 4) Commencing before the granting of cover under this insurance.
- 10 Any other accident excluding Damage
 - 1) By any of:
 - A) The Covers.
 - B) The causes expressly excluded from the Covers specified in paragraphs 1-9 (whether or not insured).
 - 2) To property caused by:
 - A) Its own faulty or defective design or materials.
 - B) Inherent, vice, latent, defect, gradual deterioration, wear and tear.
 - C) Faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.
 - 3) Caused by
 - A) Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
 - B) Change in temperature, colour, flavour, texture or finish.
 - C) Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection therewith.
 - D) Mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates.
 - E) The deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services but this shall not exclude:
 - 1) Such Damage which itself results from other Damage and is not otherwise excluded.
 - 2) Subsequent Damage which itself results from a cause not otherwise excluded.
 - 4) Caused by:
 - a) Pollution or contamination within a 20 mile radius.
 - b) Acts of fraud or dishonesty.
 - c) Disappearance unexplained or inventory shortage mis-filing or misplacing of information.
 - d) Erasure or distortion of information on computer systems or other records:
 - 1) Whilst mounted in or on any machine or data processing apparatus or
 - 2) Due to the presence of a magnetic flux unless caused by Damage to the machine or apparatus in which the records are mounted.

- 5) To:
- a) A building or structure caused by its own collapse or cracking.
 - b) Moveable property in the open fences and gates by wind rain hail sleet snow flood or dust.
 - c) Property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair.
- 6) To:
- a) Property in transit.
 - b) Property or structures in course of construction or erection and materials or supplies in connection with all such property or structures.
 - c) Vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft.
 - d) Land roads pavements piers jetties bridges culverts or excavations.
 - e) Livestock growing crops or trees.

Exclusions

The Company shall not be liable for loss resulting from:

1. War and Allied Risks

Damage occasioned by:

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

2. Sonic Bangs

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

3. Pollution and Contamination

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

- a) Pollution or contamination which itself results from any Cover insured (other than Cover 10).
- b) Any Cover insured (other than Cover 10) which itself results from pollution or contamination.

4. Radioactive Contamination

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

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

5. Northern Ireland

Damage in Northern Ireland occasioned by or happening through:

- 1) Civil commotion.
- 2) Any unlawful wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

For the purpose of this exclusion - Unlawful Association means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions Act 1973).

Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

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

The Insurance Provided:

Item on Gross Profit /Revenue

Subject to the provisions below, the Company will pay as indemnity

- A) In respect of Reduction in Turnover
The sum produced by applying the Rate of Gross Profit / Revenue to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover in consequence of the Damage.
- B) In respect of Increase in Cost of Working
The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that, expenditure would have taken place during the Indemnity Period in consequence of the Damage.

But not exceeding the total of:

- The sum produced by applying the Rate of Gross Profit / Revenue to the amount of the reduction thereby avoided.
- Plus
- 5% of the sum insured by the item (but not more than £250,000).

Special Provisions

1. Alternative Trading

If during the Indemnity Period goods are sold or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or services shall be taken into account in arriving at the Turnover during the Indemnity Period.

2. Savings

If any of the charges or expenses of the Business payable out of Gross Profit cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable.

3. Professional Accountants' Charges

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

4. Underinsurance

(Not applicable if the insurance is on the Declaration-Linked basis)

If the sum insured is less than the Insurable Amount, the amount payable shall be proportionately reduced.

Definitions

The following notes refer to the Definitions stated below

- 1 To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax.
- 2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.
- 3 The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.
- 4 The Uninsured Variable Costs have the meaning usually attached to them in the Insured's accounts.
- 5 In the definitions of Estimated Gross Profit Actual Gross Profit and Insurable Amount the amount of Gross Profit shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months.

Indemnity Period

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

Turnover

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

Gross Profit

The amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Variable Costs.

Gross Revenue

Gross Revenue shall mean the money paid or payable to the Insured for services rendered in the course of the Business.

Uninsured Variable Costs

Purchases and related discounts.
Bad debts.
Unless otherwise stated in the Schedule

Estimated Gross Profit

The amount declared by the Insured to the Company as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance (subject to the provision of Note 5 above).

Actual Gross Profit

The Gross Profit earned during the financial year most nearly concurrent with the period of insurance (subject to the provision of Note 5 above).

Rate of Gross Profit

The rate which Gross Profit would have borne to Turnover during the Indemnity period.

Standard Turnover

The Turnover which would have been obtained during the Indemnity Period.

Insurable Amount

The Gross Profit 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 provisions of Note 5 above).

Extensions

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

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

- b) At any situations (or to property) as specifically mentioned in the Schedule.

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

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

Denial of Access including Loss of Attraction - Extension

The insurance is extended to cover loss as insured by the Policy resulting from:

A) Prevention or hindrance of access to or use of the Premises.

B) A fall in the number of customers attracted to the immediate vicinity of the Premises
But excluding Damage, which prevents or hinders the supply of electricity gas water or telecommunications services.

Provided that:

- 1) The Maximum Indemnity Period therefor shall not exceed 12 months
In consequence of Damage (as insured by the Policy) to property in the vicinity of such Premises.
- 2) The Company shall not be liable under this Extension for more than the limit stated below in respect of any one loss

Limit: £50,000

Subject otherwise to the terms Exclusions and Conditions of this Policy

Failure of Supply (including telecommunications)

The insurance is extended to cover interruption of or interference with the Insured's Business as insured resulting from the accidental failure of supply of:

- A) Electricity at the terminal ends of the service provider's feeders at the Premises.
- B) Gas at the service provider's meters at the Premises.
- C) Water at the service provider's main stopcock serving the Premises (other than by drought).
- D) Telecommunications services (excluding the provision of extranets or access to or presence on the Internet or access to applications and related services over the Internet) at the incoming line terminals or receivers at the Premises but excluding satellites.

Not occasioned by the deliberate act of any service provider or by the exercise by any such provider of its power to withhold or restrict supply or provision of telecommunications services.

Special Conditions

For the purpose of this Extension only

- 1) The Maximum Indemnity period shall not exceed 3 months in respect of telecommunications services.
- 2) The Indemnity Period shall commence 24 hours after the commencement of the failure of supply including telecommunications services and not as stated in the insurance provided except as expressly varied hereby.

Provided that the Company shall not be liable under this Extension for more than the limit stated below in respect of any one loss

Limit: £50,000 in respect of telecommunications services.

Limit: £50,000 in respect of electricity gas or water supply.

Subject otherwise to the terms Exclusions and Conditions of this Policy

Infectious Diseases - Extension

The word Damage is extended to include closure of the Premises or part thereof on the order or advice of any local or governmental authority as a result of an outbreak or occurrence at the Premises of:

- A) Any human contagious or infectious disease other than Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition, an outbreak of which is required by law or stipulated by the governmental authority to be notified.
- B) Food or drink poisoning.
- C) Vermin or pests.
- D) Defective sanitation.

Provided that:

- 1) The Maximum Indemnity period is limited to three months and shall apply from the date from which the closure order is enforced.
- 2) The Company shall not be liable under this Extension for more than the limit Stated below in respect of any one loss.

Limit £ 50,000

Subject otherwise to the terms Exclusions and Conditions of this Policy.

Murder and Suicide - Extension

The word Damage is extended to include murder or suicide occurring at the Premises and for the purpose of this Extension the Company shall not be liable for more than the limit stated below in respect of any one loss.

Limit £50,000

Subject otherwise to the terms Exclusions and Conditions of this Policy.

Loss of Liquor Licence - Extension

In the event of the forfeiture suspension or withdrawal of the Licence in force in respect of the Premises the Company will pay to the Insured:

- A) The loss of Gross Profit and the amount payable as indemnity shall be the aggregate of:
 - 1) Shortage in Turnover less Turnover from alternative trading multiplied by the rate of Gross Profit.
 - 2) Additional Expenditure less Savings in Costs.
- B) The reduction in the value of the Premises if the Insured is unable to obtain a licence for a period of twelve months from the date of the forfeiture suspension or withdrawal of the Licence and the Insured sells the Premise but not exceeding in respect of any loss £100,000.

Memoranda

Payments on Account

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

Renewal Clause

(Applicable if the insurance is on the Declaration-Linked basis)

It is a condition of the insurance that prior to each renewal the Insured shall provide the Company with the Estimated Gross Profit for the financial year most nearly concurrent with the ensuing period of insurance.

Premium Adjustment

(The Schedule shows which clause applies to this insurance)

The following provisions apply separately to each item on Gross Profit.

A. Where the premium paid is not provisional

At the end of the period of insurance the Company will allow a pro rata return of premium (not exceeding 50% of the premium paid) if the premium calculated at the appropriate rate on the Actual Gross Profit (as reported by the Insured's auditors) is less than the premium paid provided that if the Actual Gross Profit has been affected by Damage as insured the Company will add to the amount declared the additional amount of Gross Profit which would have been earned in the relative financial year had the Damage not occurred and the adjusted figure will be deemed to be the declaration.

B. Where a provisional premium is paid

The premium paid at the commencement of each period of insurance is provisional and the Insured shall declare to the Company within six months of the expiry of each period the Actual Gross Profit as reported by the Insured's auditors. The premium will be calculated at the appropriate rate on the declaration and the premium paid will be adjusted as stated below provided that if the Actual Gross Profit has been affected by Damage as insured the Company will add to the amount declared the additional amount of Gross Profit which would have been earned in the relative financial year had the Damage not occurred and the adjusted figure will be deemed to be the declaration.

1 If the insurance is not on the Declaration-Linked basis

If the premium calculated is:

- a) Less than the premium paid the Company will repay the difference to the Insured but not exceeding the difference between the premium paid and the premium payable on 50% of the sum insured.
- b) Greater than the premium paid the Insured shall pay the difference but not exceeding the difference between the premium paid and the premium payable on the full sum insured.

In the event that no declaration is received within six months of the expiry of the period of insurance the sum insured will be deemed to be the declaration and the additional premium due will become payable.

2 If the insurance is on the Declaration-Linked basis

If the premium calculated is:

- i. Less than the premium paid the Company will repay the difference to the Insured.
- ii. Greater than the premium paid the Insured shall pay the difference.

Automatic Reinstatement after a Loss

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



Park Protect

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