



## **SOLAR ENERGY**

Property Damage and Business Interruption  
Insurance Policy





## **IMPORTANT**

**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE POLICYHOLDER'S REQUIREMENTS. IF IT DOES NOT MEET THE POLICYHOLDER'S REQUIREMENTS THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.**

**ANY FACTS, WHICH THE COMPANY HAS TAKEN INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE, AND ANY SUBSEQUENT CHANGES TO THOSE FACTS, NEED TO BE DECLARED. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF THERE ARE ANY DOUBTS AS TO WHETHER A FACT IS MATERIAL OR NOT, THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.**

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

This policy the Schedule (including any Schedule issued in substitution) and any Memoranda or Endorsements shall be read together as one document and shall be collectively referred to as the policy

Any word or expression to which a specific meaning has been given in any part of this policy shall bear such meaning wherever it appears

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 Policyholder shall pay and the Company shall agree to accept the premium

## CONTENTS

<b>Definitions</b>	<b>4</b>
<b>General Provisions</b>	<b>8</b>
<b>Section 1 Property Damage and Section 2 Business Interruption</b>	
- Operative Clause	9
- Excluded Causes	10
- Excluded Property	12
<b>Section 1 Property Damage Insurance</b>	<b>13</b>
<b>Section 2 Business Interruption Insurance</b>	<b>15</b>
<b>Section 3 Terrorism Insurance</b>	<b>18</b>
<b>Section 4 Public Liability</b>	<b>19</b>
<b>Section 5 Legal Defence Costs</b>	<b>23</b>
<b>General Conditions</b>	<b>24</b>
<b>Claims Conditions</b>	<b>26</b>
<b>Complaints Procedure</b>	<b>29</b>
<b>Fair Processing Notice</b>	<b>30</b>

# POLICY DEFINITIONS

## General

### Business

shall mean the Policyholder's Business described in the Schedule

### Consequential Loss

shall mean loss resulting from interruption of or interference with the Business carried on by the Policyholder at the Premises in consequence of an Insured Event

### Damage

shall mean physical loss or destruction of or damage to the Property

### Data

shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

### Declared Value

shall mean the Policyholder's assessment of the cost of Reinstatement of the Property at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) including insofar as the insurance by the item provides due allowance for

- (A) the additional cost of Reinstatement to comply with Public Authorities' requirements
- (B) professional fees
- (C) debris removal costs

### Defined Perils

shall mean fire lightning explosion (other than Pressure Explosion) aircraft or other aerial devices or articles falling from them riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or of oil from any fixed domestic heating installation or impact by any mechanically propelled vehicle or rail rolling stock or animal

### Failure of a System:

shall mean the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's business activities

### Indemnity Period

shall mean the period beginning when the Insured Event occurs and ending when the results of the Business cease to be affected in consequence of the Insured Event but not exceeding the Maximum Indemnity Period stated in the Schedule

### Insured Event

shall mean Damage to Property

- (A) used by the Policyholder at the Premises for the purpose of the Business
- (B) at any premises not in the occupation of the Policyholder where Property of the Policyholder is stored for the purpose of the Business

(C) at the land-based premises of any supply undertaking service provider or producer from which the Policyholder obtains or in respect of (5) below to which the Policyholder provides

- 1) electricity (including generating stations or sub-stations)
- 2) gas (including any natural gas producer linked directly therewith)
- 3) water (including works and pumping stations)
- 4) 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
- 5) effluent (including works and pumping stations)

### Machinery Breakdown Pressure Explosion and Collapse

- (A) Machinery Breakdown shall mean the actual failure breaking distortion or burning out of any part of the Property whilst in use arising out of
  - 1) mechanical or electrical defects in the Property
  - 2) failure or fluctuation of electricity supply
  - 3) Damage caused by the error or omission of the operator(s) of the Property other than in respect of any failure to maintain
- (B) Collapse shall mean the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Property caused by crushing stress by force of steam or other fluid pressure (other than pressure or ignition of gases in the furnaces or flues)
- (C) Pressure Explosion shall mean the sudden and violent rending of the Property by force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents or pressure or ignition of gases in the furnaces or flues) causing bodily displacement of any parts of the Property together with the forcible ejection of the contents

### Microchip

shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

### Occurrence

- (A) shall mean any Damage or Consequential Loss arising out of one event or common cause or
- (B) Damage by earthquake flood or storm occurring continuously or intermittently during any period of 72 hours shall constitute a single Occurrence provided that in the event of expiry or cancellation of this policy any such period may not end later than the termination of the Period of Insurance

Each Occurrence shall be deemed to have commenced on the first happening of any such Damage (not within the period of any previous Occurrence)

**Property**

shall mean those items detailed in the Schedule

**System**

shall include computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

**Time Exclusion**

In respect of Section 2 (Business Interruption Insurance) of this policy the Company shall not be liable for the sum otherwise payable in respect of any Time Exclusion

Such Time Exclusion shall begin when the Insured Event occurs and apply for the period stated in the Schedule

**Terrorism**

shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

**Virus**

shall mean programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

**Specific Definitions applicable to Section 3****Act of Terrorism shall mean**

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

**Damage shall mean**

accidental loss destruction or damage

**Denial of Service Attack shall mean**

any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks or network services or network connectivity or information systems

The definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

**Great Britain shall mean**

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

**Hacking shall mean**

unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the Policyholder or not

**Nuclear Installation shall mean**

any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

- 1) the production or use of atomic energy or
- 2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or
- 3) the storage processing or disposal of nuclear fuel or of bulk quantities or other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

**Nuclear Reactor shall mean**

any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutron

**Private Individual shall mean**

any person other than

- 1) a Trustee or body of Trustees where insurance is arranged under the terms of a trust
- 2) a person who owns Residential Property for the purpose of their business as a sole trader

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of the Policyholder includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property

**Residential Property shall mean**

houses and blocks of flats and other dwellings (including household contents and personal effects of every description)

**Virus or Similar Mechanism shall mean**

any program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

## Specific Definitions Section 4

### Aircraft Products

shall mean aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured sold handled or distributed or services provided or recommended by the Policyholder or by others trading under their name for use in the manufacture repair operation maintenance or use of any aircraft or aerial device

### Asbestos

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

### Asbestos Containing Materials

shall mean any material containing Asbestos or Asbestos Dust

### Asbestos Dust

shall mean fibres or particles of Asbestos

### 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 Policyholder'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 Policyholder
- D) private work undertaken by any Person Employed for any director or partner of the Policyholder or Employee with the prior consent of the Policyholder
- E) attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment
- F) the sponsorship of events and sponsorship of individuals

### Clean Up Costs

shall mean the costs reasonably incurred by

- A) a government agency or regulatory body
- B) the Policyholder with the written consent of the Company where a government agency or regulatory body would have required remediation

in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Policyholder is legally responsible

### Employee

Employee shall mean any individual under a contract of service or apprenticeship with the Policyholder

### Employment-Related Practices

shall mean any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the Policyholder in connection with any actual or alleged

- a) unlawful or unfair dismissal discharge or termination of employment
- b) breach of any written or oral employment contract or quasi-employment contract
- c) employment-related misrepresentation
- d) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin sex sexual orientation religion maternity pregnancy age and disability)
- e) violation or non-compliance with legislation regulating working hours
- f) failure to employ or promote
- g) demotion
- h) discipline
- i) deprivation of a career opportunity
- j) failure to grant tenure
- k) failure to adopt adequate workplace or employment policies and procedures
- l) retaliatory treatment of whistleblowers and others
- m) negligent evaluation
- n) employment-related invasion of privacy
- o) employment-related breach of data protection legislation
- p) employment-related libel slander humiliation and defamation
- q) failure to furnish job references or accurate job references
- r) employment-related infliction of mental anguish or emotional distress

### Event

shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

## **Injury**

shall mean

## **Sections 4 and 5**

bodily injury mental injury death disease or illness

## **Intellectual Property Rights**

shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

## **North America**

Shall mean The United States of America or Canada or any other territory within the jurisdiction of either such country

## **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

## **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 Policyholder)
- E) individual hired to or borrowed by the Policyholder
- F) individual undertaking study or work experience while under the supervision of the Policyholder

} while under the direct control and supervision of the Policyholder

## **Person Entitled to Indemnity**

shall mean

- A) the Policyholder
- B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder
- C) at the request of the Policyholder any principal
  - 1) any director or partner of the Policyholder
  - 2) any Person Employed

against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Policy if the claim had been made against the Policyholder

- 3) the officers committees and members of the Policyholder'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

- 4) any director or partner of the Policyholder or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Policyholder

each of whom shall as though the Policyholder be subject to the terms of this Policy so far as they can apply

## **Policyholder Contribution**

shall mean the amount or amounts specified in the Schedule which the Policyholder agrees to pay in respect of

- A) the claimant's damages
- B) the claimant's costs and expenses

## **Property**

Property shall mean material property but shall not include Data

## **Sudden Pollution or Contamination Incident**

shall mean pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended

and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain Northern Ireland and the Channel Islands or the Isle of Man during any Period of Insurance



## GENERAL PROVISIONS

### Automatic Reinstatement After a Loss

In the event of Damage for which indemnity is provided by this policy any sum insured or Limit of Liability (unless described as applying in the aggregate in any one Period of Insurance) will be automatically reinstated without additional cost in respect of Damage the cost of which does not exceed the Limit of Liability stated in the Schedule

### Limit of Liability

The Company shall not be liable for more than any amount stated in the Schedule as a Limit of Liability under either or all sections of the policy as ascertained after the application of all other policy terms definitions provisions extensions and conditions

### Long Term Agreement

Where stated as applicable in the Schedule a discount as stated in the Schedule shall be applied to the premium otherwise payable under this policy in consideration of the Agreement signed by the Policyholder to offer annually the renewal of this policy until the Renewal Date of this policy in the year stated in the Schedule and thereafter during further terms of three years each unless and until the Agreement shall be determined at the end of any such term by prior notice in writing to the Company 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 Agreement
- (B) the policy may be varied as appropriate to include extensions of cover and to amend sums insured or Limits of Liability to correspond with changes in values subject in each case to appropriate alteration of premium
- (C) nothing contained in the Agreement shall prejudice any right of the Company to cancel this policy or suspend the insurance on any item

### Serial Losses

In the event of Damage to Property resulting from faulty or defective design materials or workmanship arising out of the same cause to Property of the same type or design the amount payable by the Company under Section 1 of the policy shall be

100% of the first loss

75% of the second loss

50% of the third loss

0% of the fourth and any subsequent losses

### Underinsurance

In respect of items 1 and 2 of Section 1

If at the time of Damage the Declared Value of the property covered by any item is less than the cost of Reinstatement [as defined in the Day One Reinstatement (Non-adjustable) Clause - Extensions of Cover] at the inception of the Period of Insurance then the Insurer's liability for any Damage shall be limited to the proportion that the Declared Value bears to the cost of Reinstatement

In respect of item 3 of Section 1

If at the time of Damage the sum insured on any item is less than the value of the property covered by such item then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

In respect of Section 2

(Not applicable to any item insured on a Declaration-Linked Basis)

- (A) if the sum by item 1 is less than the Annual Revenue (or to a proportionately increased multiple where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced
- (B) if the sum by item 2 is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

## OPERATIVE CLAUSE Sections 1 & 2

In the event of Damage to Property (subject to the terms definitions exclusions provisions and conditions of this policy) happening during the Period of Insurance whilst at the Premises the amount payable by the Company shall be

in respect of Section 1 of the Schedule the value of the Property at the time of its Damage or the amount of the Damage or at the Company's option reinstatement or replacement of such Property or any part of it

in respect of Section 2 of the Schedule the amount of the loss resulting from interruption of or interference with the Business carried on by the Policyholder at the Premises consequent upon an Insured Event

provided that

(A) in respect of the insurance under Section 1

the liability of the Company under this policy shall not exceed

- 1) in the whole the total sum insured or in respect of any item its sum insured or any other Limit of Liability stated herein at the time of the Damage
- 2) the sum insured (or limit) remaining after deduction for any other Damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such sum insured (or limit)

(B) in respect of the insurance by Insured Events (A) and (B) under Section 2

- 1) at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Policyholder in the Property at the Premises against such Damage under which
  - 1.1) payment shall have been made or liability admitted therefor or
  - 1.2) payment would have been made or liability admitted therefor but for
    - 1.2.1 the operation of a proviso in such insurance excluding liability for losses below a specified amount
    - 1.2.2 the cost of repair or remedy being recoverable under any guarantee warranty or other agreement

(C) in respect of the insurance under Section 2

- 1) the liability of the Company under this policy shall not exceed
  - 1.1 in the whole the total sum insured or in respect of any item its sum insured or any other Limit of Liability stated herein at the time of the Damage
  - 1.2 the sum insured (or limit) remaining after deduction for any other interruption or interference consequent upon Damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such sum insured (or limit)

## EXCLUDED CAUSES Section I & 2

This policy does not cover

### Asbestos

Damage or Consequential Loss resulting from or caused by

- (A) asbestos material removal unless the asbestos is itself damaged by a Defined Peril
- (B) demolition or increased cost of reconstruction repair debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material
- (C) any governmental direction or request declaring that asbestos material present in or part of or utilised on any undamaged portion of the Property can no longer be used for the purpose for which it was intended or installed and must be removed or modified

### Changes in the Environment and Other Risks

Damage or Consequential Loss caused by or consisting of

- (A) 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

but this shall not exclude

- 1) such Damage or Consequential Loss not otherwise excluded which itself results from a Defined Peril or any other accidental loss destruction or damage
- 2) subsequent Damage or Consequential Loss which itself results from a cause not otherwise excluded

### Collapse or Cracking

Damage or Consequential Loss to a building or structure caused by its own collapse or cracking unless resulting from a Defined Peril and not otherwise excluded

### Consequential Loss

in respect of Section I

- (A) consequential loss or damage of any kind or description
- (B) liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any other form of consequential loss not specifically provided for

### Corrosion or Erosion

Damage or Consequential Loss caused by or consisting of any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to Damage to any other part of the Property free from such corrosion or erosion or Consequential Loss arising therefrom

### Deliberate Act of a Supply Undertaking

Consequential Loss caused by the deliberate act of a supply undertaking in withholding or restricting the supply of water gas electricity fuel or telecommunications services (including the provision of extranets or access to or presence on the internet or access to applications and related services over the internet) or the removal of effluent

but this shall not exclude

- (A) Consequential Loss not otherwise excluded which itself results from a Defined Peril or any other accidental loss destruction or damage
- (B) subsequent Damage or Consequential Loss which itself results from a cause not otherwise excluded

### Electronic Risk

Notwithstanding anything that appears to the contrary in the policy and subject always to the terms exceptions and conditions

- (A) Damage to Data which shall include but shall not be limited to
  - 1) loss destruction or corruption of Data whether in whole or in part
  - 2) unauthorised appropriation use access to or modification of Data
  - 3) unauthorised transmission of Data to any third parties
  - 4) Damage arising out of any misinterpretation use or misuse of Data
  - 5) Damage arising out of any operator error in respect of Dataor Consequential Loss arising directly or indirectly therefrom
- (B) Damage to the Property arising directly or indirectly from
  - 1) the transmission or impact of any Virus
  - 2) unauthorised access to a System
  - 3) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
  - 4) Failure of a System
  - 5) anything described in paragraph (A) aboveor Consequential Loss arising directly or indirectly therefrom

but in respect of (B) 1) (B) 2) (B) 3) and (B) 4) this shall not exclude subsequent Damage or Consequential Loss which itself results from a Defined Peril not otherwise excluded provided that such Damage or Consequential Loss does not arise by reason of any malicious act or omission

Specific Definition applicable to this Exclusion

Damage:

for the purposes of this exclusion shall mean accidental loss or destruction or damage

### **Fraud or Disappearance**

Damage caused by or consisting of or Consequential Loss arising directly or indirectly therefrom

- (A) acts of fraud or dishonesty by the Policyholder or by any director or employee of the Policyholder
- (B) disappearance unexplained or inventory shortage misfiling or misplacing of information or shortages due to error or omission
- (C) the voluntary parting with title or possession of any Property if induced by any fraudulent scheme trick device or false pretence

### **Gradually Operating Causes and Other Risks**

Damage or Consequential Loss caused by or consisting of

- (A) gradual deterioration wear and tear inherent vice latent defect or frost
- (B) the Property's own faulty or defective design or materials but this shall not apply in respect of Machinery Breakdown Pressure Explosion or Collapse unless the Policyholder or his representatives were or ought reasonably to have been aware of such faulty or defective design or materials whether such faults or defects were known to the Company or not
- (C) faulty or defective workmanship operational error or omission on the part of the Policyholder or any of his employees but this shall not apply in respect of Machinery Breakdown Pressure Explosion or Collapse

but this shall not exclude subsequent Damage or Consequential Loss which itself results from a cause not otherwise excluded

### **Marine Impact**

Damage or Consequential Loss caused by or arising from impact to any of the Property by any waterborne vessel or craft

### **Pollution and Contamination**

- (A) in respect of Section 1

Damage caused by pollution or contamination but this shall not exclude Damage to the Property not otherwise excluded caused by

- 1) pollution or contamination which itself results from a Defined Peril
- 2) a Defined Peril which itself results from pollution or contamination

- (B) in respect of Section 2

loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to property used by the Policyholder at the Premises for the purpose of the Business not otherwise excluded caused by

- 1) pollution or contamination at the Premises which itself results from a Defined Peril
- 2) a Defined Peril which itself results from pollution or contamination

### **Processes**

In respect of Section 1 Damage to the Property

or

in respect of Section 2 loss resulting from interruption of or interference with the Business carried on by the Policyholder at the Premises in consequence of an Insured Event

- (A) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- (B) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

### **Property in the Open**

Damage or Consequential Loss in respect of portable property in the open (other than whilst insured under the provisions of EXTENSIONS OF COVER – Temporary Removal) fences gates and hoardings caused by wind rain hail sleet snow flood sand dust freezing or theft or any attempt thereat

### **Radioactive Contamination or Explosive Nuclear Assemblies**

- (A) in respect of Section 1 Damage

or

- (B) in respect of Section 2 loss destruction or damage occasioned by or happening through or occasioning 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

### **Settlement and Other Risks**

Damage or Consequential Loss

- (A) caused by or consisting of the normal settlement or bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion
- (B) caused by subsidence or ground heave which commenced prior to the inception of this cover
- (C) occurring as a result of the construction demolition or excavation work structural alteration or structural repair of any property at the Premises or on any adjoining site

## **Terrorism**

Damage or Consequential Loss occasioned by or happening through or in consequence directly or indirectly of

- (A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss  
and
- (B) in Northern Ireland civil commotion

This policy also excludes Damage or Consequential Loss directly or indirectly caused by resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to any act of Terrorism

### **Definitions**

For the purpose of this Exclusion Terrorism shall mean in Great Britain and Northern Ireland acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In so far that the insurance provided by this policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- 1) influence any government or any international governmental organisation or
- 2) put 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 this exclusion any Damage or Consequential Loss is not covered by this policy the burden of proving that such Damage or Consequential Loss is covered shall be upon the Policyholder

## **Testing and Commissioning**

Damage or Consequential Loss resulting from any Property undergoing testing and commissioning intentional overloading or similar tests requiring the imposition of abnormal conditions or experiment but this shall not apply in respect of Machinery Breakdown Pressure Explosion or Collapse caused by and occurring during the checking of the correct working of the Property or of safety installations in connection therewith

## **War and Allied Risks**

Damage or Consequential Loss directly or indirectly occasioned by or happening through war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the Government or any public authority

In any action suit or other proceeding where the Company alleges that by reason of the provisions of this Exclusion any Damage or Consequential Loss is not covered by this policy the burden of proving that such Damage or Consequential Loss is covered shall be upon the Policyholder

## **Water Table Level**

Damage or Consequential Loss solely caused by or consisting of change in water table level except in respect of subsidence ground heave or landslip

## **EXCLUDED PROPERTY Sections 1 & 2**

This policy does not cover

### **Linings Batteries Pipes Hoses Belts or Ropes**

Damage or Consequential Loss in respect of

- (A) non-metallic protective linings batteries flexible pipes or hoses and driving or conveyor belts
- (B) ropes (other than Damage resulting in complete severance)

unless forming a part of other Damage or Consequential Loss for which indemnity is provided by this insurance

### **Overhead Transmission and Distribution Lines**

Damage to overhead transmission and distribution lines and their supporting structures other than those within 500 metres of any of the Premises or Consequential Loss arising therefrom

### **Property in the Course of Construction**

Damage to property or structures in the course of construction erection or installation and materials or supplies in connection with all such property in the course of construction erection or installation

### **Property in Transit**

Damage to property in transit or Consequential Loss resulting therefrom other than as provided under Extension of Cover Temporary Removal

### **Property Insured by a Marine Policy**

property which at the time of the happening of the Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies or other more specific 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

### **Property under Guarantee**

Damage to Property where the cost of repair or remedy is recoverable under any guarantee warranty or other agreement

### **Property More Specifically Insured**

any property more specifically insured

### **Tools or Prototypes**

Damage to

- (A) exchangeable or detachable tools equipment and appliances or parts requiring renewal in the normal course of operation
- (B) Property of a prototypical or experimental or unproven or novel nature in use or application

as a result of Machinery Breakdown Pressure Explosion or Collapse

or Consequential Loss arising therefrom

# SECTION I PROPERTY DAMAGE INSURANCE

## SPECIFICATION - EXTENSIONS OF COVER

### Additional Property

The insurance by items 1 and 2 of Section I shall extend to include any newly acquired Property at the Premises insofar as it is not otherwise insured and alterations additions and improvements to the property at the Premises but not in respect of any appreciation in value during the current Period of Insurance provided that

- (A) at any one situation this cover shall not exceed the Limit of Liability stated in the Schedule
- (B) the Policyholder undertakes to give particulars of such property each twelve months and to effect specific insurance thereon retrospective to the date of the commencement of the Company's liability

### Computers

For cover to apply under this policy in respect of Damage to any computer installation due to Machinery Breakdown then such item must be the subject of a maintenance rental hire or lease agreement which provides a service of at least on-call remedial or corrective maintenance with the price payable under such agreement

### Day One Reinstatement (Non-adjustable)

Applicable to items 1 and 2 of Section I

- (A) The Policyholder having stated in writing the Declared Value incorporated in each item of Buildings and/or Machinery the premium has been calculated accordingly
- (B) At the inception of each Period of Insurance the Policyholder shall notify the Company of the Declared Value of the Property by each of the said item(s) and in the absence of such declaration the last amount declared by the Policyholder shall be taken as the Declared Value for the ensuing Period of Insurance
- (C)
  - 1) The sums insured on items 1 and 2 shall be calculated by applying the Percentage stated in the Schedule to the Declared Values
  - 2) Where because of Provision 1 of the Reinstatement Provisions no payment is to be made beyond the amount which would have been payable had that Extension not been operative the liability of the Company shall be limited to 100% of the Declared Value shown in the Schedule

### Extinguishment Expenses

The insurance by this policy includes the costs of refilling any fire extinguishing appliances or the cylinders of any gas flooding systems and replacing used sprinkler heads all reasonably incurred by the Policyholder solely in consequence of Damage or arising out of their accidental discharge

Provided that the Company shall not be liable under this Extension for more than the Limit of Liability shown in the Schedule

### Professional Fees

The insurance by each item of Property includes an amount in respect of architects surveyors engineers consultants and legal fees necessarily incurred in the reinstatement of the Property consequent upon Damage but not for preparing any claim

Provided that the Company shall not be liable under this Extension for more than the Limit of Liability shown in the Schedule

### Public Authorities

The insurance by items 1 and 2 of Section I includes the additional cost of reinstating the Property incurred solely by reason of the necessity to comply with European Community Legislation building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any public authority subject to the provisions set out below and excluding

- (A) the cost incurred by complying with any of such Legislation regulations or bye-laws under which notice has been served upon the Policyholder prior to the happening of any Damage
- (B) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of such Legislation regulations or bye-laws not arisen
- (C) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with any of such Legislation regulations or bye-laws

### Provisions

- (1) The work of reinstatement must be commenced and carried out with reasonable despatch and may be carried out upon another site (if such Legislation regulations or bye-laws so necessitate) subject to the liability of the Company not being increased as a result
- (2) If the liability of the Company under any item of the policy apart from this Extension is reduced by the application of any of the terms and conditions of the policy then the liability of the Company under this Extension in respect of the item shall be reduced in like proportion
- (3) This Extension includes the additional cost of reinstatement in respect of undamaged portions of property provided that the Company shall not be liable for such additional cost in respect of any property which has not sustained Damage
- (4) The amount recoverable shall not exceed
  - 4.1 in respect of undamaged portions of property other than foundations 15% (fifteen per cent) of the total amount for which the Company would have been liable had the property been totally destroyed
  - 4.2 in respect of any item the sum insured thereby or any lower Limit of Liability stated in the policy

## SPECIFICATION - EXTENSIONS OF COVER

### Removal Of Debris

The insurance by each item of Property includes costs and expenses necessarily incurred by the Policyholder with the consent of the Company in removing debris demolishing shoring up or propping following Damage

The Company will not pay for any costs or expenses

- (A) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (B) arising from pollution or contamination of property not insured by this policy

Provided that the Company shall not be liable under this Extension for more than the Limit of Liability shown in the Schedule

### Reinstatement Provisions

In the event of Damage in respect of items 1 and 2 of Section 1 the basis upon which the amount payable is to be calculated shall be the cost of Reinstatement subject to the provisions set out below

Reinstatement means

- (A) where Property is destroyed
  - item 1  
Replacement by new Property of equal performance and/or capacity or if such be impossible replacement by new Property having the nearest higher performance and/or capacity to the Property which has suffered Damage
  - item 2  
the rebuilding of the Property if a Building or in the case of other Property its replacement by similar Property in either case in a condition equal to but not better or more extensive than its condition when new
- (B) where Property suffers Damage the repair of the Damage and the restoration of the portion of Property suffering Damage to a condition substantially the same as but not better or more extensive than its condition when new

Provisions

- 1) No payment beyond the amount which would have been payable had this Extension not been operative shall be made
  - 1.1 unless the work of Reinstatement is commenced and carried out with reasonable despatch
  - 1.2 until the costs of Reinstatement have been incurred
  - 1.3 unless any other insurance covering the Policyholder's interest in the Property at the time of the Damage is upon the same basis of Reinstatement as this policy

and if no such payment is made then the rights and liabilities of the Company and the Policyholder shall be

those which would have been applied had this Extension not been operative

- 2) Reinstatement may be carried out at another site and in any manner suitable to the Policyholder subject to the liability of the Company not being increased as a result
- 3) In the event of partial damage to any Property insured under this Extension the Company's liability for any loss shall not exceed the cost which would have been incurred had such Property been totally destroyed

### Spontaneous Combustion

The term Damage extends to include destruction of or damage to the Property caused by its own spontaneous heating or combustion whether fire ensues or not

### Temporary Removal

The Property insured by items 1 and 2 of Section 1 is covered whilst temporarily removed for cleaning renovation repair or other similar purposes elsewhere within the Territorial Limits and in transit thereto and therefrom by road rail or inland waterway

Provided that

- (A) the liability of the Company shall not exceed the Limit of Liability stated in the Schedule
- (B) this Extension does not apply to property if and so far as it is otherwise insured

### Temporary Repairs

The insurance by this policy includes costs necessarily and reasonably incurred with the consent of the Company in the making of temporary repairs to the Property consequent upon Damage insured by this policy

Subject to the Limit of Liability shown in the Schedule

### Unspecified Storage Sites

This policy extends to include Property at any unspecified location used by the Policyholder for storage

provided that

- (A) such cover applies only insofar as the Property is not otherwise insured
- (B) the liability of the Company shall not exceed the Limit of Liability stated in the Schedule

## SECTION 2 BUSINESS INTERRUPTION INSURANCE

### SPECIFICATION - DEFINITIONS

#### Item 1 – Revenue

##### Definitions

For the purpose of these Definitions any adjustment implemented in current cost accounting shall be disregarded

**(A) Revenue**

The money paid or payable to the Policyholder for services rendered in the course of the Business at the Premises

**(B) Annual Revenue**

The Revenue during the twelve months immediately before the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

**(C) Standard Revenue**

The Revenue during that period in the twelve months immediately before the date of the Insured Event which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

#### Basis Of Settlement

The amount payable as indemnity under item 1 shall be as follows

**(A) In respect of reduction in Revenue**

the amount by which the Revenue during the Indemnity Period shall in consequence of the Insured Event fall short of the Standard Revenue

**(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 Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Insured Event but not exceeding the amount of the reduction in Revenue thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Revenue as may cease or be reduced in consequence of the Insured Event

#### Note:

To the extent that the Policyholder is accountable to the tax authorities for Value Added Tax all terms in this policy shall be exclusive of such tax

#### Alternative Trading

If during the Indemnity Period goods are sold or services are rendered elsewhere than at the Premises for the benefit of the Business the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Revenue during the Indemnity Period

#### Declaration-Linked Basis

Prior to each renewal the Policyholder shall provide the Company with an estimate of the amount representing not less than the Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance referred to in this policy as the Estimate and if the Maximum Indemnity Period exceeds 12 months the Company will increase the declared amount proportionately to arrive at the Estimate

The sum insured by any item on Revenue shall be calculated by applying the Percentage stated in the Schedule to the Estimate

#### Payments on Account

Payments on Account may be made during the Indemnity Period



## SECTION 2 BUSINESS INTERRUPTION INSURANCE SPECIFICATION - DEFINITIONS

### Item 2 – Gross Profit

#### Definitions

For the purpose of these Definitions any adjustment implemented in current cost accounting shall be disregarded

(A) **Turnover**

The money paid or payable to the Policyholder for goods sold and for services rendered in the course of the Business at the Premises (net of discounts allowed)

(B) **Gross Profit**

The amount by which

- 1) the Turnover plus the value of the closing stock and work in progress exceeds
- 2) the value of the opening stock and work in progress and any of the following Uninsured Working Expenses

Uninsured Working Expenses

- Purchases (net of discounts received)
- Bad Debts

NB For the purpose of this definition the amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Policyholder's usual accounting methods due provision being made for depreciation

(C) **Rate of Gross Profit**

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

(D) **Annual Turnover**

The Turnover during the twelve months immediately before the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

(E) **Standard Turnover**

The Turnover during that period in the twelve months immediately before the date of the Insured Event which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

#### Basis Of Settlement

The amount payable as indemnity under Item No. 2 shall be as follows

(A) **In respect of reduction in Turnover**

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Insured Event fall short of the Standard Turnover

(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 Insured Event but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Insured Event

Note:

To the extent that the Policyholder is accountable to the tax authorities for Value Added Tax all terms in this policy shall be exclusive of such tax

**Item 2 – Gross Profit continued**

**Alternative Trading**

If during the Indemnity Period goods are sold or services are rendered elsewhere than at the Premises for the benefit of the Business the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period

**Declaration-Linked Basis**

Prior to each renewal the Policyholder shall provide the Company with an estimate of the amount 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 referred to in this policy as the Estimate and if the Maximum Indemnity Period exceeds 12 months the Company will increase the declared amount proportionately to arrive at the Estimate

The sum insured by any item on Gross Profit shall be calculated by applying the Percentage stated in the Schedule to the Estimate

**Payments on Account**

Payments on Account may be made during the Indemnity Period

**SECTION 2 BUSINESS INTERRUPTION INSURANCE SPECIFICATION - EXTENSIONS OF COVER**

**Additional Increase In Cost Of Working**

The insurance by Section 2 extends to include Additional Increase in Cost of Working which is limited to the additional expenditure necessarily and reasonably incurred with the consent of the Company in consequence of Damage for the sole purpose of avoiding or diminishing the reduction in Turnover or Revenue during the Indemnity Period in excess of the amount otherwise payable under this policy

Provided that the Company shall not be liable under this Extension for more than the Limit of Liability as stated in the Schedule

**Group Interdependency Limit**

In the event of Damage at any one location within the definition of the Premises the insurance by Section 2 of this policy is limited in respect of any one Occurrence to the amount of Consequential Loss

- (A) at this said location plus
- (B) at all other locations within the definition of the Premises subject to the Limit of Liability stated in the Schedule

**Professional Accountants' Charges**

Any particulars in the Policyholder's accounts or other information or evidence which may be required by the Company under the Conditions of this policy for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are acting regularly as such for the Policyholder and their report shall be prima facie evidence of the information to which it relates

The Company will pay the reasonable charges payable by the Policyholder to the accountants for producing such information provided that the sum of the amount payable under this clause and the amount otherwise payable under the policy shall in no case exceed the liability of the Company as stated in the Schedule

## SECTION 3 TERRORISM INSURANCE

Notwithstanding any provisions to the contrary within this policy the insurance in respect of all items stated in the Schedule as Insured under this Section is extended to include Terrorism Insurance as specified below

This policy includes Damage or loss resulting from Damage to the Property and consequential loss resulting therefrom insofar and to the extent that it is insured by this policy in the Territories stated below caused by or resulting from an Act of Terrorism

provided always that Terrorism Insurance is

- (A) subject to exclusions 1) to 4) below
- (B) not subject to any other exclusions stated in this policy

provided also that the Company's liability in any one Period of Insurance shall not exceed

- (A) in the whole the total sum insured
- (B) in respect of any item its sum insured or any other stated Limit of Liability specified in the Schedule or elsewhere in the policy

whichever is the lower

subject always to the Limit of Liability in respect of the Territory stated below after application of all the provisions of the insurance including any Policyholder's Contribution

	<b>Territory</b>	<b>Limit of Liability</b>
(A)	Great Britain	As otherwise specified in this policy
(B)	Elsewhere in the world	Not insured

### Exclusions

Terrorism Insurance does not cover

#### 1) Riot Civil Commotion War and Allied Risks

any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

#### 2) Electronic Risks

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Policyholder or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

#### 3) Nuclear Installation or Nuclear Reactor

Any loss whatsoever or any consequential loss resulting or arising from Damage to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor

#### 4) Nuclear Risks and Chemical Biological and Radiological Contamination

In respect of Residential Property insured in the name of a Private Individual any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 4.1. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 4.2. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
- 4.3. chemical and/or biological and/or radiological irritants contaminants or pollutants

### Special Conditions

- 1) In any action suit or other proceedings where the Company alleges that any Damage or loss resulting from Damage is not covered by this policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder
- 2) Any terms in this policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance
- 3) If this policy is subject to any Long Term Agreement / Undertaking it does not apply to Terrorism Insurance

All the terms definitions provisions conditions and extensions of the policy apply except insofar as they are hereby expressly varied

## Section 4 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 Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder having regard to the nature and circumstances of such act or omission
  - D) wrongful arrest or false imprisonmenthappening during any Period of Insurance in connection with the Business
- 2 in respect of
  - A) claimants costs and expenses which the Policyholder is legally liable to pay in connection with any claim
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C)
    - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder director or partner or Employee of the Policyholder for an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy

incurred with the Company's prior written approval

### General Provisions Section 4

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 Additional Clauses and Memoranda shall not exceed the Limit of Indemnity
- 2) the Policyholders Contribution 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
- 5) the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule  

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein
- 6) in respect of claims happening or where a claim is brought in North America all 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

## Exclusions to Section 4

The indemnity will not apply to legal liability

### Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Policyholder 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 Policyholder
  - 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) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

### Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Policyholder in the Business

### Property in the Policyholder's Custody or Control

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 Policyholder other than

- A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- B) premises and their contents not owned by or leased or rented to the Policyholder at which the Policyholder is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Policyholder 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

### Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere

- A) happening in North America or where a claim is brought in a court of law in North America
- B) happening anywhere in the world other than North America unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety in a specific moment in time and place during the 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

### Product Defects and Recall

- A) in respect of loss of or damage to any
  - 1) product supplied
  - 2) contract work executedby the Policyholder 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 executednecessitated by any defect therein or the unsuitability thereof for its intended purpose

### Professional Risks

arising from or in connection with

- A) advice
  - B) design
  - C) specification
- provided for a fee

### Contractual Liability

arising from or in connection with any

- 1) product supplied
  - 2) contract work executed
- by the Policyholder

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

### Disposed Premises

for the costs of remedying

- A) any defect or alleged defect
- B) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

in premises disposed of by the Policyholder

### Fines or Penalties

for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

## **Exclusions to Section 4 continued**

### **Radioactive Contamination**

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

### **War and Allied Risks**

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

### **Fear of Asbestos**

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

### **Asbestos Removal Costs**

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

### **Asbestos in North America**

arising directly or indirectly caused or contributed to or occurring by the presence of Asbestos Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust happening in North America or where a claim is brought in a court of law in North America

### **Aircraft Products**

arising from Aircraft Products

## **Extensions to Section 4 (each of which is subject otherwise to the terms of this Policy)**

### **1) Cross Liabilities**

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

- A) any director or partner of the Policyholder £500
- B) any Employee £250

### **3) Contingent Motor Liability**

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Policyholder 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 Policyholder

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 Policyholder
- C) in respect of which the Policyholder or Employee 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 Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder 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 Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder 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 Policyholder 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 Policyholder 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 Policyholder at inception of this Extension
- E) legal liability where indemnity is provided by any other insurance

## 6) Defective Premises Act

This Policy will include an indemnity to the Policyholder in respect of Injury or damage to Property incurred under the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975

## 7) Clean Up Costs

Notwithstanding Exclusion 4 in the event of a Sudden Pollution or Contamination Incident the Company will provide indemnity to any Person Entitled to Indemnity in respect of

- A) Clean Up costs arising solely under a statutory provision that operates in any part of Great Britain Northern Ireland the Channel Islands or the Isle of Man
- B) costs of expenses in relation to any matter which may form the subject of indemnity under this extension incurred with the Company's prior written consent
- C) costs and expenses incurred with the Company's prior written consent in any appeal against any statutory notice served or to be served upon the Policyholder by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension

The indemnity provided by this Extension will not apply to costs (including Clean up Costs)

- A) incurred in achieving any improvement betterment or alteration in any original property
- B) for remedial action carried out or in relation to property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder
- C) incurred in relation to the reinstatement reintroduction or provision of any living organism or natural habitat
- D) arising out of a genetically modified organism
- E) comprising of the first 10 per cent of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by the Policyholder of £2,500 and a maximum contribution of £25,000
- F) arising solely from the Policyholders liability under legislation operating in any part of Great Britain Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009
- G) for incidents happening in North America or where a claim is brought in a court of law in North America

Provided that

- 1) all pollution or contamination which arises out of one Sudden Pollution or contamination Incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place
- 2) all costs covered under this Extension will form part of and not exceed the Limit of Indemnity shown in the Schedule for 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 the atmosphere
- 3) the total amount payable under this Extension shall not exceed £250,000 in respect of all damages and legal costs for all incidents

## 8) Automatic Acquisitions

The indemnity provided by this Policy shall apply in respect of any new or acquired company within Great Britain Northern Ireland the Isle of Man and the Channel Islands from the date of creation or acquisition

Provided that

- A) the activity of such company falls within the Business definition
- B) the new acquisition does not have an annual turnover in excess of 10% of the Policyholders annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser
- C) the Policyholder shall submit full claims and underwriting information to the Company within 60 days after such new or acquired company
- D) the Company shall have the right to make any additional charges or changes in terms in respect of such new or acquired company

## Section 5 Legal Defence Costs

Where Injury of any person or loss of or damage to Property has not occurred the Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's prior written approval
- B) costs awarded against the Policyholder 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 the Period of Insurance in the course of the Business but only in respect of proceedings brought as stated below

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 Policyholder
- 2) Part II of the Consumer Protection Act 1987
- 3) Part II of the Food Safety Act 1990

### General Provisions

Provided that

- I the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to the costs of appeal against any improvement or prohibition notices
  - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  - D) where indemnity is provided by any other insurance
  - E) to proceedings consequent upon any deliberate act or omission by
    - 1) the Policyholder
    - 2) any partner or director of the Policyholder

- 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

- F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials

- 2 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

- 3 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 an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf



## GENERAL CONDITIONS

### Alteration

(A) Section 1 of this policy shall be avoided with respect to any of the Property in regard to which there is any alteration after the commencement of this insurance

- 1) by removal or
- 2) whereby the risk of loss destruction or damage is increased or
- 3) whereby the interest of the Policyholder ceases except by will or operation of law

unless admitted by the Company in writing except that workmen are allowed in and about the Premises for the purpose of carrying out minor alterations decoration repairs general maintenance or the like

(B) Section 2 of this policy shall be avoided if after commencement of this insurance

- 1) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- 2) the Policyholder's interest ceases otherwise than by death
- 3) any alteration is made either in the Business or in the Premises or property therein whereby the risk of Damage is increased

unless admitted by the Company in writing

### Cancellation

This policy may be cancelled

(A) by the Company sending thirty days notice to the Policyholder's last known address The Policyholder shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

(B) by the Policyholder giving thirty days notice in writing to the Company at the address shown in the Schedule provided a Long Term Agreement is not applicable to the policy The Policyholder shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

### Consumer Credit Termination

The Company reserve the right to terminate the policy in the event that there is a default in instalment payments due under any linked loan agreement

### Currency

All premiums and claims under this policy shall be paid in the United Kingdom in pounds Sterling

### Financial or Trade Sanctions

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

If any such prohibition or restriction takes effect during the Policy period the Policyholder or the Company may cancel this Policy with immediate effect by giving written notice to the Policyholders' last known address or the Company's address as shown in the Schedule

### Fire Protection Devices

In respect of any automatic sprinkler or automatic fire alarm installation(s) in the Premises the Policyholder shall so far as his responsibility extends take all reasonable steps to

- (A) maintain the installation(s) including the automatic external alarm signal in efficient condition
- (B) maintain ready access to the water supply control facilities

When any changes repairs or alterations to the installation(s) are proposed written notice thereof is to be given to the Company and their prior agreement obtained in writing

The Company shall have access to the Premises at all reasonable times for the purpose of inspection

The Policyholder shall carry out the routine tests prescribed by the Company and remedy promptly any defect revealed by such tests

In the event that alterations become necessary to any automatic sprinkler installation the Company may at their 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 and notice of any such action will be given by the Company in writing

### Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Company has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Policyholder is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based, or, if the Policyholder is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Policyholder is based.

### Non-Disclosure

This policy shall be avoidable in the event of misrepresentation misdescription or non-disclosure in any material particular

**Reasonable Precautions**

The Policyholder shall take all reasonable precautions to prevent Damage

In respect of any vessel machinery or apparatus such vessel machinery or apparatus shall not be worked until

- (A) it has been handed over to the Policyholder and is ready to commence normal working
- (B) it is suitable for service free from material defects and in sound working condition
- (C) any relevant legal requirements for inspection and certification have been fulfilled

**Right to Examine**

The Company shall have the right to examine the Property at all reasonable times during the Period of Insurance

**Statutory Regulations**

It is a condition precedent to the Company's liability that any pressure vessel or other machinery or apparatus belonging to or under the control of the Policyholder which requires inspection or test under any statute or order or regulation shall be so inspected or tested and the Policyholder shall implement any actions thereby required

## Claim Notification

Conditions that apply to the policy in the event of a claim are set out in the claims conditions below it is important that you comply with all policy conditions and you should familiarise yourself with their requirements

Directions for claim notification are included in the claims conditions

Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim ideally as part of the initial notification you will provide

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

This information will enable us to make an initial evaluation on policy liability and claim value we may however request additional information depending upon the circumstances and value of the claim which may include the following

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim to inspect the damage or to undertake further investigations

### Preferred Suppliers

We take pride in the claims service we offer to our customers our philosophy is to repair or replace lost or damaged property where we consider it appropriate and we have developed a network of contractors repairers and product suppliers dedicated to providing claim solutions

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement then payment will normally not exceed the amount we would have paid our preferred supplier

## Claims Conditions Sections 1, 2 & 3

### Action by the Policyholder

- (A) In the event of Damage the Policyholder shall
- 1) notify the Company as soon as reasonably possible
  - 2) notify the Police Authority immediately it becomes evident that any Damage has been caused by malicious persons or thieves
  - 3) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage
  - 4) deliver to the Company at the Policyholder's expense
    - 4.1 full information in writing of the property lost destroyed or damaged and of the amount of Damage
    - 4.2 details of any other insurance on any property hereby insuredwithin 30 days after such Damage (7 days in the case of Damage caused by theft riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow
  - 4.3 all such proofs and information relating to the claim as may reasonably be required
  - 4.4 if demanded a statutory declaration of the truth of the claim and of any matters connected with it

No claim under this policy shall be payable unless the terms of this condition have been complied with

- (B) In the event of any loss destruction or damage in consequence of which a claim is or may be made under Section 2 of this policy the Policyholder shall
- 1) notify the Company as soon as reasonably possible
  - 2) deliver to the Company at the Policyholder's expense within 7 days of its happening full details of loss destruction or damage caused by theft riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
  - 3) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss

- (C) In the event of a claim being made under Section 2 of this policy the Policyholder at his own expense shall
- 1) not later than 30 days after the expiry of the Indemnity Period or within such further time as the Company may allow deliver to the Company in writing particulars of his claim together with details of all other insurances covering property used by the Policyholder at the Premises for the purpose of the Business or any part of it or any resulting consequential loss
  - 2) deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanations and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim together with if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- (D) If the terms of this condition have not been complied with
- 1) no claim shall be payable
  - 2) any payment on account of the claim already made shall be repaid to the Company forthwith

#### **Contribution**

If at the time any claim arises there is any other insurance effected by or on behalf of the Policyholder insuring any Damage covered by this policy the liability of the Company hereunder shall be limited to its rateable proportion of such loss

#### **The Company's Rights Following a Claim**

On the happening of Damage in respect of which a claim is made the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Company's rights under this policy enter take or keep possession of the premises where such Damage has occurred and take possession of or require to be delivered to the Company any property and to deal with such property for all reasonable purposes and in any reasonable manner

No claim under Section 1 of this policy shall be payable unless the terms of this condition have been complied with

No property may be abandoned to the Company whether taken possession of by the Company or not

#### **Reinstatement**

If any property is to be reinstated or replaced by the Company the Policyholder shall at his own expense provide all such plans documents books and information as may reasonably be required

The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its sum insured

#### **Subrogation and Waiver of Rights**

Any claimant under this policy shall at the request and expense of the Company take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company

In the event of a claim arising under the policy the Company agrees to waive any rights remedies or relief to which they might become entitled by subrogation against

- (A) a company standing in the relation of parent to subsidiary (or subsidiary to parent) to the Policyholder as defined in the Companies Act or Companies (Northern Ireland) Order current at the time of Damage
- (B) any company which is a subsidiary of a parent company of which the Policyholder are themselves a subsidiary within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of Damage

#### **Time Limit**

In no case whatsoever shall the Company be liable in respect of any claim under the policy after the expiration of

- (A) in respect of Section 1 twelve months from the happening of the Damage
- (B) in respect of Section 2 twelve months from the end of the Indemnity Period or if later three months from the date on which payment shall have been made or liability admitted by the Company covering the Damage giving rise to the claim

unless the claim is the subject of pending action or arbitration

## Claims Conditions Sections 4 & 5

### Action by the Policyholder

It is a condition precedent to liability of the Company that the Policyholder at his own expense shall without undue delay give to the Company notice with full particulars of any claim or circumstances which may give rise to a claim (regardless of the Policyholder's Contribution)

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt

Written notice shall also be given without undue delay by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Policyholder without the written consent of the Company which shall be entitled to take over the absolute control and conduct in the name of the Policyholder the negotiation proceeding defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Policyholder shall give all such assistance as the Company may reasonably require

### Contribution

Other than in respect of Extension 3 to Section 4 if at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Company will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this Policy would have been provided by such insurance

### Legal Representation

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

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

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

The Policyholder agrees that in respect of its proposed representative

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

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

## Claims Conditions All Sections

### Arbitration

If any difference arises 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 agreement between the parties or in default of agreement upon the application of either party to the President for the time being of the Chartered Institute of Arbitrators

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

Any arbitration shall be held in Great Britain

### Fraud

If a claim is dishonest or fraudulent in any respect or if dishonest or fraudulent means are used by the Policyholder or by anyone acting on his behalf to obtain any benefit under this policy or if any Damage is caused by the wilful act or with the connivance of the Policyholder all benefit under this policy shall be forfeited

# COMPLAINTS PROCEDURE

## OUR COMMITMENT TO CUSTOMER SERVICE

**At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.**

### Our complaints process

#### Step 1

Initially please contact your Broker or your usual business contact with your complaint.

We aim to resolve your concerns within 24 hours. Experience tells us that most difficulties can be sorted out within this time.

#### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

#### Post:

**RSA Customer Relations Team  
P O Box 2075  
Livingston  
EH54 0EP**

**Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)**

#### Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

#### If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

#### Post:

**Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR**

#### Telephone:

**0800 0234567 (for landline users)**

**0300 1239123 (for mobile users)**

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

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

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

#### Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

# FAIR PROCESSING NOTICE



## HOW WE USE YOUR INFORMATION

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, **we us** and **our** refers to the Group unless otherwise stated.

### How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

### How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA

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