



## WIND ENERGY

Contract Works and Advance Business  
Interruption Project 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 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

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# Contract Works Insurance

## Section 1 The Contract/Owned Property/Employees Effects

### Section 2 Hired in Property

#### Definitions applicable to Sections 1 and 2

- 1 Contract shall be as detailed in the Schedule
- 2 Damage shall mean physical loss or destruction of or damage to the Property
- 3 Deferred Purchase shall mean an arrangement whereby the Policyholder enters into an agreement which entitles the Policyholder to defer payment for Property for a period in excess of usual trade credit
- 4 Earthquake shall mean
  - a) earthquake and any subsequent Damage but only if caused directly by earthquake and
  - b) volcanic eruption shall mean the eruption explosion or effusion of a volcanobut excluding Flood
- 5 Flood shall mean the escape of water from its normal natural or artificial confines (other than tanks apparatus or pipes) or inundation from the sea including tidal wave and tsunami but excluding Storm
- 6 Property shall mean those Items detailed in the Schedule
- 7 Reinstatement shall mean
  - a) where any item of Property suffers Damage to the extent that it cannot be economically repaired replacement by new Property of equal performance and/or capacity or if such be impossible replacement by new Property having the nearest overall performance and/or capacity to the Property which has suffered Damage
  - b) where any item of Property otherwise suffers Damage the repair of the Damage and the restoration of the portion of Property suffering Damage to a working condition substantially the same as but not better or more extensive than its condition when new
- 8 Storm shall mean storm windstorm hurricane tornado tempest and typhoon including subsequent Damage caused by water that backs up from a sewer or drain as a direct result thereof but excluding Flood
- 9 Territorial Limits shall mean the United Kingdom the Channel Islands and the Isle of Man
- 10 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 shall mean any act including but not limited to the use of force or violence or the threat of any person or group of persons whether or 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

  - a) influence any government or any international governmental organisationor
  - b) put the public or any section of the public in fear

## Cover applicable to Sections 1 and 2

### SECTION 1

#### Damage to the Contract/Employees Effects

In the event of Damage (subject to any exclusions) to Property described under Items 1 and 4 of the Property happening during the Period of Insurance whilst situated or in transit anywhere within the Territorial Limits the Company will pay to the Policyholder the value of the Property at the time of the Damage or the cost of repair of the Damage to a condition substantially the same as but not better or more extensive than the condition at the time of the Damage or at its option reinstate or replace such Property

#### Damage to owned Property

In the event of Damage (subject to any exclusions) to Property described under Item 2 of the Property owned by or on Deferred Purchase or lease to the Policyholder happening during the Period of Insurance whilst situated or in transit anywhere within the Territorial Limits and at the time of such Damage the Property is

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

### SECTION 2

#### Damage to hired in Property

In the event of Damage (subject to any exclusions) to the Property described under Item 3 of the Property hired in by the Policyholder happening during the Period of Insurance whilst situated or in transit anywhere within the Territorial Limits the Company will pay to the Policyholder all sums which the Policyholder shall become legally liable to pay for

- 1 Damage to the Property hired in by the Policyholder
- 2 hiring charges levied upon the Policyholder in consequence of such Damage

## Limit of Liability applicable to Sections 1 and 2

The liability of the Company shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause the Limit of Liability set against each Item in the Schedule

In the event that the Policyholder consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such Damage been sustained by any one of the insured parties or legal entities

Where the basis of payment is to be Reinstatement payment of Reinstatement shall not be made

- 1 unless Reinstatement commences and proceeds without unreasonable delay
- 2 until Reinstatement has been carried out
- 3 if the Property at the time of its Damage shall be insured by any other insurance effected by or on behalf of the Policyholder which is not upon the same basis of reinstatement

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property exceeds the Sum Insured thereon at the commencement of any Damage the liability of the Company shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the Property at that time

## Memoranda applicable to Sections 1 and 2

### 1 Automatic Reinstatement of Sum Insured

In the event of Damage for which indemnity is provided by this Policy the Sums Insured in respect of Items 1 2 and 4 stated in the Schedule 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

### 2 Conditions of Contract

If required by the terms of the conditions of contract (subject to any exclusions) the Cover provided by this Policy in respect of Item 1 of the Property is extended to include a period of 14 days following the issue of a certificate of completion but nothing within this extension shall cause the Company to be liable for any Damage due to or arising out of the use or occupation by the employer/purchaser/principle his agents servants or other contractors (not being employed by the Policyholder) of any part of the Contract

### 3 Debris Removal

The Cover provided by this Policy in respect of Item 1 of the Property is extended to included costs and expenses necessarily and reasonably incurred by the Policyholder with the consent of the Company in

- a) removing debris
- b) dismantling or demolition
- c) shoring or propping up

of the portion or portions of the Property suffering Damage by any peril for which Cover is provided by this Policy provided that the liability of the Company

- (i) shall not exceed 10% of the Sum Insured stated in the Schedule
- (ii) shall not be increased beyond the Sum Insured stated in the Schedule
- (iii) shall exclude any costs or expenses arising from pollution or contamination of property not insured by this Policy

### 4 Escalation

The Cover provided by this Policy in respect of Item 1 of the Property may be increased by an amount not exceeding 25% of the Sum Insured stated in the Schedule provided that such increase is included in the turnover declared to the Company in accordance with General Condition 4

### 5 Expediting Costs

The Cover provided by this Policy is extended to include the necessary and reasonable costs of effecting temporary repairs and expediting permanent repair including overtime working and the use of express or other means of rapid transport providing that the Company's approval of such means of repair has been obtained and the Company's liability does not exceed 10% of the normal cost of repair or the Limit of Liability stated in the Schedule

### 6 Immobilised Property

The Cover provided by this Policy in respect of Item(s) 2 and 3 of the Property is extended to include costs necessarily and reasonably incurred by the Policyholder to recover Property which has become accidentally immobilised during normal operations other than by its own explosion mechanical or electrical breakdown failure breakage or derangement (including but not limited to Damage caused by any failure to maintain the Property in accordance with the manufacturers recommendations but not including Damage caused by the error or omission of the driver(s) or operator(s) of the Property other than in respect of failure to maintain) provided that

- a) the liability of the Company shall not exceed the Limit of Liability stated in the Schedule in respect of all recoveries during the Period of Insurance
- b) such costs do not exceed the sum which would otherwise have been payable under the terms of this Policy had such costs not been incurred
- c) the Company shall not be liable in respect of Damage in order to effect recovery of Property

### 7 Legal Proceedings

The Cover provided by this Policy is extended to include legal costs incurred in the defence of proceedings against the Policyholder provided that the written consent of the Company must be obtained before any costs are incurred and the Company shall be entitled to nominate a solicitor to represent the Policyholder

### 8 Local Authorities

The Cover provided by this Policy in respect of Item 1 of the Property is extended to include such additional cost of reinstatement of the Property which has suffered Damage as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any public authority excluding

- a) the cost incurred in complying with any of the aforesaid regulations or bye-laws
  - i) in respect of Damage occurring prior to the granting of this Memorandum
  - ii) under which notice has been served upon the Policyholder prior to the happening of the Damage
  - iii) in respect Property or portions of Property which has not suffered Damage
- b) the additional cost that would have been required to make good the Property which has suffered Damage to a condition equal to its conditions when new had the necessity to comply with any of the aforesaid regulations or bye-laws not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws

## Memoranda applicable to Sections 1 and 2 Continued

provided

- a) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as the Company may allow (during the said 12 months) and may be carried out upon another site (if the aforesaid regulations or bye-laws so necessitate) subject to the liability of the Company under this Memorandum not being thereby increased
- b) if the liability of the Company under this Policy apart from this Memorandum shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this Memorandum shall be reduced in like proportion
- c) the total amount recoverable shall not exceed the Sum Insured stated in the Schedule
- d) all the terms exclusions and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein

### 9 Maintenance

The insurance in respect of Item 1 of the Property is extended to include Damage to the permanent works (subject to any exclusions) occurring during the stated maintenance or defects liability period specified in the contract which is

- a) due solely to an act or omission of the contractor whilst on the site of the Contract prior to the commencement of the maintenance or defects liability period
- b) caused by the negligence of the contractor in the course of any visit to the site of the Contract for the purpose of complying with their obligations under the maintenance or defects liability conditions of the contract

### 10 Marine 50/50

Where separate marine insurance has been effected by or on behalf of the Policyholder it is agreed that upon arrival at the site of the Contract Property insured hereunder shall be inspected by the Policyholder for possible Damage incurred during transit

Any Damage discovered is to be reported to the marine insurers

In the event of Damage indemnifiable hereunder being discovered after termination of the marine insurance and if after proper investigation it is not possible to ascertain whether such Damage was caused before or after arrival at the site of the Contract it is agreed that the Company shall contribute fifty percent of the properly adjusted claim provided the marine insurers have agreed to this course of action

When payment is made as provided hereon the Policyholder's Contribution shall be reduced by fifty percent

### 11 Multiple Insureds Clause

if the Policyholder described in the schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party

provided that

- a) the total liability of the Company to all of the insured parties collectively shall not exceed the sums insured and Limits of Liability including any inner limits set by Memorandum stated in the policy
- b) any payment or payments by the Company to any one or more such insured parties shall reduce to the extent of that payment the Company's liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate
- c) the insured parties will at all times preserve and enforce the various contractual agreements entered into by the insured parties and the contractual remedies of such parties in the event of Damage
- d) the Company shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the insured parties in circumstances of fraud material misrepresentation non-disclosure or material breach of any warranty or condition of this policy committed by that insured party each referred to in this clause as a Vitiating Act
- e) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act
- f) the Company shall waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act in which circumstances the Company may enforce such rights notwithstanding the continuing or former status of the vitiating party as a Policyholder
- g) in the event of any Vitiating Act committed by any one or more insured parties the lenders or future lenders to the Contract shall not be entitled to any indemnity under this policy for or arising from Damage in respect of which the Company is otherwise no longer liable to indemnify any other one or more insured parties by reason of a Vitiating Act or Acts

## Memoranda applicable to Sections 1 and 2 Continued

### 12 Offsite Storage

The Cover provided by this Policy in respect of Item 1 of the Property is extended to include Damage occurring (subject to any exclusions) whilst such Property is temporarily held in store away from the site of the Contract in secure and lockfast premises anywhere in the Territorial Limits provided

- a) that in the event of Damage the Policyholder shall produce reasonable proof that the materials in storage were purchased specifically for incorporation within the Contract
- b) that the liability of the Company under this Memorandum shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause the Limit of Liability stated in the Schedule

### 13 Professional Fees

The Cover provided by this Policy in respect of Item 1 of the Property is extended to include consulting engineers architects and surveyors fees or other professional fees of similar nature necessarily incurred in the reinstatement of the Property consequent upon its Damage but not for preparing any claim it being understood that the amount payable for such fees shall not increase the liability of the Company beyond the Sum Insured stated in the Schedule

### 14 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

### 15 72 Hour Clause

Damage by Earthquake or Flood shall constitute a single incident

- a) if more than one Earthquake should occur within any period of 72 hours sequential and commencing during the Period of Insurance or
- b) if any Flood occurs within a period of the continued rising or overflow and subsidence of any river or stream within the banks of such river or stream

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



## Exclusions applicable to Sections 1 and 2

This Policy does not cover

### 1 Breakdown

Damage to Property described under Items 2 and 4 by its own explosion mechanical or electrical breakdown failure breakage or derangement including but not limited to Damage caused by any failure to maintain the Property in accordance with the manufacturers recommendations but not including Damage caused by the error or omission of the driver(s) or operator(s) of the Property other than in respect of failure to maintain

### 2 Corrosion or erosion

Damage consisting of or caused by 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

### 3 Defects

All costs rendered necessary by defects of material workmanship design plan specification and should Damage occur to any portion of the Property containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the Property had been put in hand immediately prior to the said Damage

For the purpose of this Policy and not merely this Exclusion it is understood and agreed that any portion of the Property shall not be regarded as damaged solely by virtue of the existence of any defect of material workmanship design plan or specification

### 4 Electronic Risk

- a) any Damage to Data which shall include but shall not be limited to
  - i) loss destruction or corruption of Data whether in whole or in part
  - ii) unauthorised appropriation use access to or modification of Data
  - iii) unauthorised transmission of Data to any third parties
  - iv) Damage arising out of any misinterpretation use or misuse of Data
  - v) Damage arising out of any operator error in respect of Data
- b) any Damage to the Property arising directly or indirectly from
  - i) the transmission or impact of any Virus
  - ii) unauthorised access to a System
  - iii) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's business including but not limited to any diminution in the performance of any website or electronic means of communication
  - iv) Failure of a System
  - v) any other matters described in paragraph (a) above

but this shall not exclude Damage to the Property caused by fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked - out workers persons taking part in labour disturbances storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal theft accidental escape of water from any automatic sprinkler installation subsidence ground heave or landslip provided that such Damage does not arise by reason of any malicious act or omission or theft

Definitions for the purpose of this Exclusion

Damage shall mean for the purposes of this extension accidental loss or destruction of or damage to the Property and any accidental loss or destruction of or damage to Data

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

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

System includes 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

Microchip 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

Virus programming code or series of instructions 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 internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

### 5 Existing Property

any existing structure or other property not forming part of the Property

### 6 Financial Loss

loss of any kind whatsoever not specifically covered by this Policy including financial loss loss of profits loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this Policy

## **Exclusions applicable to Sections I and 2 Continued**

### **7 Improvements**

any costs incurred in connection with or in consequence of improvements or overhauls following Damage but not forming part of the Contract

### **8 Inevitable Damage**

Damage arising from a deliberate act or omission of the Policyholder which could reasonably have been expected having regard to the nature and circumstances of such act or omission except where such deliberate act or omission is to minimise or avoid damage or injury

### **9 Money**

deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps

### **10 Nuclear**

Damage to

- a) nuclear material
- b) any constructional work including decommissioning in or of any building plant equipment or other property which has been used or is designated to be used for the production or use of nuclear material without the prior agreement of the Company

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

Damage to overhead transmission and distribution lines and their supporting structures other than those within 500 metres of the site of the Contract

### **12 Permanent Works**

Damage to the permanent works or any part thereof after such works have been taken over or taken into use (whichever is the earlier) by the employer/purchaser/principal (except as provided for by Memorandum 2 or Memorandum 9)

### **13 Policyholder's Contribution**

the Policyholder's Contribution stated in the Schedule being the first part of each and every claim to be borne by the Policyholder as ascertained after the application of all other terms and conditions of the Policy

### **14 Policyholder's Premises**

Damage to Item I of the Property occurring upon premises owned or rented by or on lease to the Policyholder or sub-contractors or manufacturers of materials designated for incorporation in the works but this shall not exclude Damage at such premises occurring during loading for dispatch to the site of the Contract or during unloading on return from the site of the Contract

### **15 Rubber Tyres**

Damage to rubber tyres unless such Damage arises out of an accident for which Cover is provided under this Policy to other parts of the Property or unless such Damage arises out of a malicious act which necessitates replacement of such tyres repair thereof being impracticable

### **16 Transit by Sea and Air**

Damage occurring whilst the Property is in transit by sea or air

### **17 Underground water damage and recovery**

- a) Damage to Property occurring underground or underwater
- b) Recovery costs and abandonment in respect of Property underground

### **18 Unexplained Losses**

Loss of Property due to theft or otherwise missing unless such loss is identifiable by the Policyholder with a specific occurrence which has been notified under the terms of Claims Condition I

### **19 Vehicles Registered for Road Use**

any vehicle for which a road fund license and/or certificate of motor insurance is required other than mechanically or electrically propelled contractors plant

### **20 Waterborne Vessels**

Damage to waterborne vessels or craft or Property on such vessels or craft

### **21 Wear and Tear**

Damage consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this exclusion shall not apply to Damage to any other part of the Property free from such condition

## **Special Conditions applicable to Sections 1 and 2**

### **1 Condition Precedent**

All of the Special Conditions are conditions precedent to the liability of the Company under this Policy

### **2 Cessation of Work**

If from any cause work on the site of the Contract shall cease for a period exceeding 3 consecutive months then the Company shall have no liability for Damage occurring upon such site unless otherwise expressly stated and agreed by the Company in writing

### **3 Multiple Lifting**

Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must conform to BS7121 specification for multiple lifting

### **4 Reasonable Precautions**

The Policyholder shall take all reasonable precautions to prevent Damage

### **5 Special Precautions**

The Policyholder shall maintain the Property in an efficient condition and fit for its purpose and shall ensure that any Property requiring inspection or test under any statute or order or regulation shall be so inspected or tested

### **6 Testing and Commissioning**

The Cover provided by this Policy in respect of Damage directly or indirectly caused by or connected with the testing commissioning or operation of Item 1 of the Property is restricted to such Damage arising solely from the testing commissioning or operation of new Property for a period not exceeding the period shown as the Testing Period Limitation in the Schedule from the commencement of such testing commissioning or operation but excluding any Damage directly or indirectly caused by or connected with the testing commissioning or operation of Property which is not new or which is a prototype or experimental or unproven design

## Liability Insurance

### Section 3 Public Liability

### Section 4 Legal Defence costs

**THIS INSURANCE ONLY APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

#### Definitions applicable to Sections 3 and 4

##### 1 Asbestos

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

##### 2 Asbestos Containing Materials

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

##### 3 Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

##### 4 Business

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

##### 5 Clean Up Costs

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

##### 6 Data

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

##### 7 Employee

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

##### 8 Injury

Injury shall mean bodily injury mental injury death disease illness

##### 9 Intellectual Property Rights

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

##### 10 Offshore

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

##### 11 Person Employed

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

## Definitions applicable to Sections 3 and 4 Continued

### 12 Person Entitled to Indemnity

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
  - 1) any principal
  - 2) any director or partner of the Policyholder
  - 3) 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

- 4) 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
- 5) 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

### 13 Policyholder Contribution

Policyholders Contribution shall mean the amount or amounts specified in the Schedule which the Policyholder agrees to pay

### 14 Property

Property shall mean material property but shall not include Data

## Cover applicable to Section 3

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 imprisonment

happening during any Period of Insurance in connection with the Business

2 in respect of

- i. claimants costs and expenses which the Policyholder is legally liable to pay in connection with any claim
- ii. the costs of legal representation at any coroner's inquest or inquiry in respect of any death
- iii. 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
- iv. 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 applicable to section 3

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 I 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

## Memoranda applicable to Section 3

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

### 1 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

### 2 Contingent Motor Liability

Notwithstanding Exclusion 7A) 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

### 3 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

### 4 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

## Memoranda applicable to Section 3 continued

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

### 5 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

## Exclusions applicable to Section 3

The indemnity will not apply to legal liability

### 1 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

### 2 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

### 3 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

### 4 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

### 5 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

### 6 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 applicable to Section 3 continued

### 7 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)

### 8 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 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

### 9 Product Defects and Recall

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

### 10 Professional Risks

arising from or in connection with

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

### 11 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

### 12 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



## Cover applicable Section 4

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 applicable to section 4

- 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

# Advance Business Interruption Insurance

## Section 5 Loss of Gross Revenue/Loss of Gross Profit

### Definitions applicable to Section 5

- 1 Annual Revenue shall mean the Revenue which but for the Delay would have been earned during the period of 12 months immediately after the Scheduled Date of Commencement of the Business (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months)
- 2 Annual Turnover shall mean the Turnover which but for the Delay would have been earned during the period of 12 months immediately after the Scheduled Date of Commencement of the Insured Business (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months)
- 3 Delay shall mean the period of time between the Scheduled Date of Commencement of the Business and the actual date on which the Business was or would have been able to commence operations
- 4 Estimated Gross Profit shall mean the amount declared by the Policyholder as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the 12 months immediately after the Scheduled Date of Commencement of the Business (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months)
- 5 Estimated Revenue shall mean the amount declared by the Policyholder as representing not less than the Revenue which it is anticipated will be earned by the Business during the 12 months immediately after the Scheduled Date of Commencement of the Business (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months)
- 6 Gross Profit shall mean the amount by which
  - a) the sum of the amount of the Turnover and the amount of the closing stock and work in progress shall exceed
  - b) the sum of the amount of the opening stock and work in progress and the amount of the Specified Working Expenses

For the purposes of this Definition the amounts of the opening and closing stocks shall be arrived at in accordance with the Policyholder's normal accountancy methods due provision being made for depreciation
- 7 Indemnity Period shall mean the period commencing with the date upon which but for the Delay Revenue would have commenced to be earned at the Situation and ending when the results of the Business cease to be affected in consequence of the Delay but not exceeding the Maximum Indemnity Period stated in the Schedule and subject to the application of the Time Exclusion stated in the Schedule
- 8 Insured Event shall mean Damage (as defined under Section 1 of this Policy) to Item 1 of the Property insured by Section 1 of the Policy (other than Damage excluded thereunder or by a cause excluded under this Section of the Policy) occurring during the Period of Insurance stated in the Schedule
- 9 Rate Of Gross Profit shall mean the percentage of Gross Profit which but for the Delay would have been earned on the Turnover during the Indemnity Period based upon the estimated production programme of the Business and costs and prices relating thereto 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 Delay or which would have affected the Business had the Delay not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Delay would have been obtained during the relative period after the Delay
- 10 Revenue shall mean the money paid or payable to the Policyholder for services rendered in course of the Business at the Situation
- 11 Scheduled Date Of Commencement Of The Business shall mean the date stated in the Schedule upon which the Business would have commenced had the Delay not occurred
- 12 Specified Working Expenses shall mean any cost incurred for the acquisition of goods raw materials or auxiliaries as well as for supplies (unless required for the upkeep of operations) and any costs of packaging carriage or freight (unless otherwise stated in the Schedule)

## Definitions applicable to Section 5 Continued

- 13 Standard Revenue shall mean the Revenue which but for the Delay would have been earned during the Indemnity Period based upon the estimated production programme of the Business and costs and prices relating thereto 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 Delay or which would have affected the Business had the Delay not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Delay would have been obtained during the relative period after the Delay
- 14 Standard Turnover shall mean the Turnover which but for the Delay would have been earned during the Indemnity Period based upon the estimated production programme of the Business and costs and prices relating thereto 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 Delay or which would have affected the Business had the Delay not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Delay would have been obtained during the relative period after the Delay
- 15 Time Exclusion shall mean the period stated in the Schedule during which the effects of the Delay on the Business are not covered
- 16 Turnover shall mean the money (less discounts allowed) paid or payable to the Policyholder for goods sold and delivered and for services rendered in course of the Business at the Situation

## Cover applicable to Section 5

### Gross Revenue Section

In the event of an Insured Event as defined in this Section of the Policy thereby causing an interruption or interference with the Contract described in the Schedule resulting in a Delay to the Scheduled Date of Commencement of the Business the Company will indemnify the Policyholder in respect of loss of Revenue due to

- 1 Reduction in Revenue
- 2 Increase in Cost of Working

and the amount payable as indemnity thereunder shall be :

- 1 IN RESPECT OF REDUCTION IN REVENUE: the amount by which the Revenue during the Indemnity Period shall fall short of the Standard Revenue
- 2 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 Delay but not exceeding the amount of reduction in Revenue thereby avoided

less

- a) 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 Delay
- b) liquidated damages for which any Contractor is obliged to indemnify the Policyholder

provided that if the Sum Insured by this Item be less than the Annual Revenue (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months) the amount payable shall be proportionately reduced

The liability of the Company shall not exceed in any Period of Insurance the Sum Insured stated in the Schedule

#### Note:

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

### Gross Profit Section

In the event of an Insured Event as defined in this Section of the Policy thereby causing an interruption or interference with the Contract described in the Schedule resulting in a Delay to the Scheduled Date of Commencement of the Business the Company will indemnify the Policyholder in respect of loss of Gross Profit due to

- 1 Reduction in Turnover
- 2 Increase in Cost of Working

and the amount payable as indemnity thereunder shall be :

- 1 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 Delay fall short of the Standard Turnover
- 2 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 Delay but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less

- a) 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 Delay
- b) liquidated damages for which any Contractor is obliged to indemnify the Policyholder

provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months) the amount payable shall be proportionately reduced

The liability of the Company shall not exceed in any Period of Insurance the Sum Insured stated in the Schedule

#### Note:

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

## Memoranda applicable to Section 5

### 1 Alternative Trading

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Situation for the benefit of the Business either by the Policyholder or by others on behalf of the Policyholder the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Revenue/Turnover during the Indemnity Period

### 2 Departmental Trading

If the insured Business is conducted in departments the independent trading results of which are ascertainable the provisions of Cover clauses 1 and 2 of this Section shall apply separately to each department affected by the Delay

### 3 Discontinuation Of Business

This Section shall be avoided if after the commencement of the insurance the Business is wound up or carried on by a liquidator or receiver or permanently discontinued

### 4 Material Damage Proviso

At the time of the happening of the Insured Event there shall be in force with the Company an insurance covering the interest of the Policyholder in the Property detailed in the Schedule against such Insured Event and that payment shall have been made or liability admitted therefor under such insurance or would have been but for the application of an Excess or payment under any warranty or guarantee

### 5 Onus Of Proof

The onus shall be upon the Policyholder to prove that any Delay arose as the result of an identifiable occurrence for which indemnity is provided by the Policy

### 6 Payments On Account

Where liability under the Policy is admitted the Policyholder shall be entitled to receive payment(s) as agreed between the Policyholder and the Company in advance of final settlement

### 7 Professional Accountants Charges

Any particulars or details contained in the Policyholder's books of account or other business books or documents which may be required under Claims Condition 1 of this Policy for the purpose of investigating or verifying any claim under this Section may be produced by professional accountants if at the time they are regularly acting as such for the Policyholder and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company shall pay to the Policyholder the reasonable charges payable by the Policyholder to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of Claims Condition 1 of this Policy and reporting that such particulars or details are in accordance with the Policyholder's books of account or other business books or documents

provided that the sum of the amount payable under this extension and the amount otherwise payable under the Policy shall in no case exceed the sum of the amounts specified herein as the limits of the Company's liability

## Exclusions applicable to Section 5

This Policy does not cover

### I Electronic Risk

- (a) interruption of or interference with the Business consequent upon Damage to data which shall include but shall not be limited to
  - (i) loss destruction or corruption of Data whether in whole or in part
  - (ii) unauthorised appropriation use access to or modification of Data
  - (iii) unauthorised transmission of Data to any third parties
  - (iv) damage arising out of any misinterpretation use or misuse of Data
  - (v) damage arising out of any operator error in respect of Data
- (b) interruption of or interference with the Business consequent upon Damage to Property caused directly or indirectly by
  - (i) the transmission or impact of any Virus
  - (ii) unauthorised access to a System
  - (iii) interruption of or interference with electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication
  - (iv) Failure of a System
  - (v) any other matters described in paragraph (a) above

but this shall not exclude Damage to the Property caused by fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked - out workers persons taking part in labour disturbances storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal theft accidental escape of water from any automatic sprinkler installation subsidence ground heave or landslip provided that such Damage does not arise by reason of any malicious act or omission or theft

#### Definitions

Damage for the purposes of this extension shall mean accidental loss or destruction of or damage to the Property insured and any accidental loss or destruction of or damage to Data

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

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

System - includes 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

Microchip - 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

Virus - programming code or series of instructions 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 internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

### 2 Extensions of Cover

loss resulting from Damage covered under Section I of this Policy by way of Memorandum unless it has been specifically agreed in writing under this Section

### 3 Financial Deficiency

loss resulting from non-availability of funds for the repair or replacement of Property suffering Damage

### 4 Improvements

loss resulting from alterations additions improvements rectification of defects or faults or elimination of any deficiencies carried out during repair or replacement of Property suffering Damage

### 5 Local Authority Restrictions

loss resulting from any restrictions imposed by a public authority

### 6 Loss of Licence and Allied Risks

loss resulting from suspension lapse or cancellation of a lease licence order contract or agreement during the Delay

### 7 Penalties

penalties or fines for lack of performance loss or breach of contract late completion or non-completion of orders

## **Exclusions applicable to Sections 1, 2 and 5**

### **1 Pollution or Contamination**

Damage or loss resulting from Damage caused by pollution or contamination except (unless otherwise excluded) Damage caused by pollution or contamination which itself results from any Damage

### **2 Radioactive Contamination**

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

- 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

### **3 Terrorism**

Damage or loss resulting from Damage 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 loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to any act of Terrorism

In any action suit or other proceedings where the Company alleges that by reason of this Exclusion 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

### **4 War**

Damage or loss resulting from Damage caused by war invasion act of foreign enemy hostilities (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

## Section 6 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

- 1 subject to exclusions 1) to 4) below
- 2 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

- 1 in the whole the total sum insured
- 2 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 applicable to section 6

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

- a) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
- c) chemical and/or biological and/or radiological irritants contaminants or pollutants

### Definitions applicable to section 6

#### 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



## **Definitions applicable to section 6 Continued**

### **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 neutrons

### **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

## **Special Conditions applicable to Section 6**

- 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

# General Conditions applicable to all Sections

## 1 Alteration

This Policy shall be avoided if any changes occur materially varying any of the facts existing when the Insurance was effected unless admitted by the Company in writing

## 2 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

## 3 Currency

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

## 4 Declaration

The Premium payable under Sections 1 2 3 and 4 of this Policy is provisional and subject to adjustment

At the end of the Period of Insurance the Policyholder shall declare to the Company the information specified in the Schedule as Declaration Information

## 5 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

## 6 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.

## 7 Observance of Terms

Observance of the terms of this Policy relating to anything to be done or complied with by the Policyholder or any other party entitled to indemnity is a condition precedent to any liability of the Company

## 8 Policy Voidable

This Policy shall be avoidable in the event of misrepresentation misdescription or nondisclosure in any material particular

## 9 Reasonable Precautions

The Policyholder at his own expense shall

- a) take reasonable precautions to
  - i) prevent damage to the Property
  - ii) prevent any occurrence
  - iii) cease any activity

which may give rise to liability under this Policy

- b) maintain all buildings furnishings ways works machinery plant and vehicles in sound condition
- c) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

## 10 Right to Examine

The Company's representatives shall have the right to examine at all reasonable times any Property

## 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 applicable to Sections 1 2 5 and 6

### 1 Action by the Policyholder

- a) In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy the Policyholder shall
- i) notify the Company as soon as reasonably practical
  - ii) notify the police authority immediately it becomes evident that any loss has been caused by malicious persons or thieves
  - iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
  - iv) deliver to the Company at the Policyholder's expense
    - (1) full information in writing of the loss
    - (2) details of any other insurances on any Property hereby insuredwithin 30 days after such Damage (7 days in the case of Damage caused by 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
    - (3) all such proofs and information relating to the claim as may be reasonably required
    - (4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it

- b) In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy in respect of Advance Loss of Profit the Policyholder shall also 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

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

### 2 Abandonment

The Policyholder shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not

### 3 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

### 4 Wind Speed

In respect of Section 5 of this policy the onus shall be upon the Policyholder to show that in the event of a loss the wind speed during the Indemnity Period would have been adequate to power the turbine(s)

## **Claims Conditions applicable to Sections 3 and 4**

### **1 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 Policyholders 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 reasonable require

### **2 Contribution**

If at the time of a claim there is or but for the existence of this Policy there would be any other insurance covering the same loss destruction or damage or 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

### **3 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 applicable all Sections**

### **1 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

### **2 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 willful act or with the connivance of the Policyholder all benefit under this Policy shall be forfeited

### **3 Notice of Adjudication**

In the event of receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day thereafter) thereof by telephone to the Company

Notice of Adjudication shall mean any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication

### **4 Rights of Recovery**

Any claimant under this Policy shall at the request and expense of the Company provide such information and co operation as the Company may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company

# 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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