



Your Sports Insurance specialist

Sports Property Insurance

Facilities

Insure4Sport® is a registered trademark and is a trading name of JRW Group Services Ltd which is Authorised and Regulated by the Financial Conduct Authority No. 313411.

www.insure4sport.co.uk

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The Company's Head Office and registered address is:
JRW Group Services Limited
 The Royals, Altrincham Road, Manchester, M22 4BJ

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ABOUT INSURE4SPORT

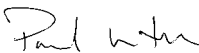
JRW Group Services Ltd trading as **insure4sport** is underwritten on behalf of Certain Underwriters at Lloyd's ('The Underwriters'). JRW Group Services Ltd is Authorised and Regulated by the Financial Conduct Authority for Insurance Mediation Only. The JRW Group Services FCA Register number is 313411. **You** can check this on the FCA's Register by visiting the FCA's website or by contacting the FCA on 0845 606 1234.

LLOYD'S INSURANCE effected through Insure4Sport

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the **Insurance Schedule**) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the **Premium** which forms part of the **Premium** specified in the **Insurance Schedule**, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the **Insurance Schedule** by JRW Group Services Limited.



Authorised Signatory
JRW Group Services Limited

DEFINITIONS

GENERAL DEFINITIONS

Throughout the Policy there are words that have special meanings. These words are identified throughout the Policy in **green**. The words are:

- 1.1. **Aircraft** means any vessel, craft, vehicle, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying, aerial sports or to transport persons or property. The term includes any related appurtenances or equipment such as parachutes.
- 1.2. **Additional Expenditure** means the additional costs, expenses and outlays to the **Business** including but not limited to the cost of removing the **Property Insured** to and from temporary **Premises** occupied by **You**, increase in rent, rates, taxes, salaries of additional staff and overtime payments.
- 1.3. **Bodily Injury** means **Bodily Injury** including death, disease illness, mental injury mental anguish or nervous shock which:
 - 1.3.1. is sustained by an **Insured Person** during the **Period of Insurance** as a result of any theft or any attempt thereof of the **Money** insured by the **Money** section of this insurance, at the **Premises** or during the course of **Transits**; and
 - 1.3.2. solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by, such injury, occasions the death or disablement of such **Insured Person** within 12 calendar months from the date of the **Occurrence**.
- 1.4. **Buildings** means:
 - 1.4.1. the permanently fixed structure (being built mainly of brick stone concrete or other non-combustible materials unless otherwise advised to, and agreed in writing by **Us**) that consists of a roof and external walls that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed including:
 - a. landlord's fixtures and fittings including lights and signs in and on the structure;

- b. foundations and structural improvements;
 - c. extensions, annexes, gangways, walls, gates, fences and letterboxes;
 - d. yards, car-parks, roads, paths, pavements and driveways which wholly or partly serve the **Premises**;
 - e. telephone, gas, water and electric installations, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility;
 - f. drains and sewers within the perimeter of the **Premises** and extending to the public mains but only to the extent of **Your** responsibility;
 - g. all fixed glass and sanitary fittings contained within the structure including framework alarm strips or fittings and lettering fixed within the **Buildings**;
 - h. carports, pergolas and canopies;
 - i. storage sheds and tanks;
 - j. external fixed swimming pools, saunas and spas;
 - k. flagpoles;
 - l. Communication masts, aerials, antennae and dishes;
 - m. Fixed floor coverings;
 - n. Permanent spectator viewing stands or terracing and any fixed furniture thereon.
- 1.4.2. **OutBuildings** (being built mainly of brick stone concrete or other non-combustible materials unless otherwise advised to **Us**) that consists of a roof and external walls that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed; used by **You** for the purpose of the **Business** at the **Premises** stated in the **Insurance Schedule**.
- 1.5. **Business** means **Your** sporting and associated activities as stated in the **Insurance Schedule** including:
- 1.5.1. the ownership or occupation of **Premises** by **You** including incidental repair and maintenance;
 - 1.5.2. the provision of canteen social sports and welfare organisations for the benefit of **Your Employees**;
 - 1.5.3. fire, first aid and ambulance services.
- 1.6. **Computer Virus** means a set of corrupting, harmful or otherwise unauthorised instructions or codes (including but not limited to 'Trojan Horses', 'worms' and 'time and logic bombs') designed to maliciously effect, destroy, alter, contaminate, or degrade the integrity, quality or performance of the data, media, software or **Information Technology**.
- 1.7. **Customers' Accounts** means the accounts of all **Your** Customers and/or agents who purchase goods from, or to whom services are rendered by **You**.
- 1.8. **Damage** means physical loss of or **Damage to Property Insured** including attendant loss of use for such property.
- 1.9. **Declared Value** means **Your** assessment of the cost of reinstatement of the **Property Insured** in any manner that is suitable to **Your** requirements or upon another site at the level of costs applying at the inception of the **Period of Insurance** (excluding any subsequent inflationary factors) combined with:
- 1.9.1. debris removal costs;
 - 1.9.2. professional fees;
 - 1.9.3. the additional costs of complying with public authority requirements.
- 1.10. **Endorsement** means an individual **Endorsement** document that **We** give **You** that attaches to and forms part of **Your** Policy. This document varies the terms and conditions of **Your** Policy.
- 1.11. **Employee(s)** means:
- 1.11.1. any person who has entered into or works under a contract of service or apprenticeship with **You**;

- 1.11.2. any labour-master and/or person supplied by a labour master;
- 1.11.3. any person employed by a labour-only subcontractor;
- 1.11.4. any self-employed person working for or under **You** the control;
- 1.11.5. any person who is hired to or borrowed by **You**;
- 1.11.6. any driver or operator of plant hired by **You**;
- 1.11.7. any person who is engaged under a work experience or youth training scheme;
- 1.11.8. any voluntary helper whilst working under **Your** direct control and supervision;
- while working for **You** in connection with the **Business**.
- 1.12. **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, Proprietary Software Programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 1.13. **Employee Theft** means any act of fraud or dishonesty by an **Employee** committed with the intent of obtaining an improper or illegal financial gain for themselves or any other person or organisation outside the normal terms of their employment.
- 1.14. **Estimated Gross Profit** means the amount **You** have declared to **Us** as representing not less than the **Gross Profit** which it is anticipated will be earned by **Your Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Indemnity Period**, as stated in the **Insurance Schedule**, exceeds 12 months).
- 1.15. **Estimated Gross Rent Receivable** means the amount **You** have declared to **Us** as representing not less than the **Gross Rent Receivable** which it is anticipated will be earned by the **Your Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Indemnity Period**, as stated in the **Insurance Schedule**, exceeds 12 months).
- 1.16. **Estimated Gross Revenue** means the amount **You** have declared to **Us** as representing not less than the Revenue which it is anticipated will be earned by **Your Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Indemnity Period**, as stated in the **Insurance Schedule**, exceeds 12 months).
- 1.17. **Excess** means the sum **You** must pay towards the cost of each and every claim.
- 1.18. **Extra Expense** means the **Excess** (if any) of the total cost during the period of restoration of the operation of the **Business** following **Damage** to the **Information Technology** over and above the total cost of such operation that would normally have been incurred during the same period had no such **Damage** occurred; the cost in each case to include expense of Using other **Information Technology**, property or facilities of other concerns or other necessary emergency expenses.
- 1.19. **Flood** means the covering of normally dry land with:
- 1.19.1. water released or that has escaped from the normal confines of:
- any watercourse whether natural or altered;
 - any lake whether natural or altered; or
 - any reservoir, canal or dam; or
- 1.19.2. water that cannot enter any watercourse, lake reservoir, canal or dam because of:
- water already contained within these normal confines; or
- 1.19.3. water that has already been released or has escaped from any of these normal confines.
- 1.20. **Frozen Food Stock** means any perishable food for human consumption which it is normal practice to place into deep freeze for purposes of preservation.
- 1.21. **Gross Profit** means the amount by which the sum of the **Turnover** and the amounts of the

closing **Stock** and closing work in progress shall exceed the sum of the amounts of the opening **Stock** and opening work in progress and the amount of any **Uninsured Working Expenses**.

Note: For the purpose of this definition the amounts of the opening and closing **Stocks** (including work in progress) shall be arrived at in accordance with **Your** usual accounting methods with due provision being made for depreciation.

- 1.22. **Gross Rent Receivable** means the amount of **Money** paid or payable to **You** by tenants in respect of accommodation and services provided at the **Premises**.
- 1.23. **Gross Revenue** means the amount of **Money** paid or payable to **You** for work done and services rendered in the course of the **Business**.
- 1.24. **Indemnity Period** means the period beginning with the date of the **Occurrence** of the **Damage** and ending not later than the last day of the period specified in the **Insurance Schedule** during which the results of the **Business** are affected as a consequence of the **Damage**.
- 1.25. **Information Technology** means:
- 1.25.1. all computer equipment used for the storage and communication of electronically processed data, including interconnecting wiring, fixed disks and telecommunications equipment;
 - 1.25.2. **Proprietary Software Programs** and other information stored upon fixed disks;
 - 1.25.3. all current and back up computer records including stored programs and information contained thereon;
- owned by **You** or hired, leased or rented by **You** or whilst on trial by **You** prior to purchase.
- 1.26. **Insurance Schedule** means the **Insurance Schedule** attaching to this wording confirming currency of the Policy or the Policy **Schedule** subsequently issued on renewal or variation or by way of **Endorsement**.
- 1.27. **Insured Person** means **You** or any director, partner or **Employee** aged not less than 16 years and not more than 65 years whilst undertaking duties in connection with the **Business**.
- 1.28. **Jurisdiction** means the law of any country specified in the **Insurance Schedule** but not in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the **Jurisdiction** to enforce such judgement award or settlement either in whole or in part).
- 1.29. **Loss of Limb** means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm, foot or leg.
- 1.30. **Machinery and Plant** means:
- 1.30.1. fixtures and fittings, fixed **Machinery and Plant** either **Your** own or for which **You** may be responsible for the purposes of the **Business** at the **Premises**,
 - 1.30.2. contents in **OutBuildings** extensions annexes and gangways,
 - 1.30.3. documents manuscripts and **Business** books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up (excluding any expense in connection with the production of information to be recorded in them) and not for the value to **You** of the information contained in them,
 - 1.30.4. **Employees' Directors' Officials' Personal Effects** of any description (other than motor vehicles) but only so far as they are not otherwise insured up to a limit of £500 per person.
- 1.31. **Money** means:
- 1.31.1. cash including bank notes, coins, treasury notes, cheques and giro cheques (excluding blank or incomplete cheques and giro cheques), uncrossed postal orders, uncrossed **Money** orders, bankers drafts, current postage and revenue stamps, stamps, trading stamps, national savings stamps, holiday with pay stamps, luncheon vouchers, travellers cheques, entrance tickets, gift vouchers, phone cards, discount coupons and consumer redemption vouchers and travel tickets all belonging to **You** or for which **You** are responsible;

- 1.31.2. non-negotiable currency, which shall mean crossed cheques, crossed giro cheques, crossed postal orders, crossed **Money** orders, crossed bankers' drafts, national savings certificates, **Premium** bonds, securities for **Money**, unexpired units in franking machines, debit/credit card invoices, value added tax purchase invoices; all belonging to **You** or for which **You** are responsible.
- 1.32. **Notifiable Disease** means illness sustained by any person resulting from:
- 1.32.1. food or drink poisoning, or
- 1.32.2. Legionnaires Disease and Legionella Virus or
- 1.32.3. any human infectious or human contagious disease, (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition), an outbreak of which the competent local authority has stipulated shall be notified to them, comprising:
- Acute encephalitis;
Acute poliomyelitis;
Anthrax;
Cholera;
Diphtheria;
Dysentery (amoebic or bacillary);
Leprosy;
Leptospirosis;
Malaria;
Measles;
Meningitis;
Meningococcal Septicemia;
Mumps;
Ophthalmia neonatorum;
Paratyphoid Fever;
Plague;
Rabies;
Relapsing Fever;
Rubella;
Scarlet Fever;
Smallpox;
Tetanus;
Tuberculosis;
Typhoid Fever;
Typhus;
Viral Haemorrhagic Fever;
Viral Hepatitis;
Whooping Cough;
Yellow Fever;
- 1.33. **Occurrence** means a single cause or event that gives rise to a claim or series of claims under this Insurance.
- 1.34. **Outstanding Debit Balances** means the total declared in the statement last given under the provision of the Monthly Records condition and adjusted for:
- 1.34.1. bad debts;
- 1.34.2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of **Damage**) to **Customers' Accounts** in the period between the date to which said last statement relates and the date of the **Damage**; and
- 1.34.3. any abnormal condition of trade which had or could have had a material effect on the **Business**;
- so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.
- 1.35. **Period of Insurance** means the period stated in the **Insurance Schedule**, both days inclusive.
- 1.36. **Permanent Total Disablement** means disablement which entirely prevents the **Insured Person** from attending to any **Business** or occupation for which they are reasonably suited by training, education or experience and which lasts 12 months and at the end of that period is beyond hope of improvement.
- 1.37. **Personal Effects** means clothing, baggage and articles of personal use which are normally carried away from the home.
- 1.38. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 1.39. **Premises** means the **Buildings** referred to in the **Insurance Schedule** and occupied by **You** for the purposes of the **Business**.
- 1.40. **Premium** means the amount(s) shown in the **Insurance Schedule** that **You** have to pay for the Insurance cover **We** provide.

- 1.41. **Property Insured** means real and tangible material property detailed in the **Insurance Schedule**.
- 1.42. **Proprietary Software Programs** means the package of software programs **You** purchased at the same time as the **Information Technology** plus any subsequent upgrades excluding any bespoke computer software that **You** purchased in connection with the **Business** unless advised to **Us** and agreed by **Us** in writing.
- 1.43. **Rate of Gross Profit** means the **Rate of Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage**.
- 1.44. **Rent Payable** means the **Money** paid or payable by **You** in respect of accommodation and services provided at the **Premises**.
- 1.45. **Safe** means a theft resistant container that has been specifically designed for the storage of **Money** and valuables which is capable of resisting fire and attack by hand-held or power-operated tools.
- 1.46. **Schedule** means the policy **Schedule** attaching to this wording confirming currency of the Policy or the Policy **Schedule** subsequently issued on renewal or variation or by way of **Endorsement**.
- 1.47. **Standard Gross Rent Receivable** means the **Gross Rent Receivable** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.
- 1.48. **Standard Gross Revenue** means the **Gross Revenue** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.
- 1.49. **Standard Turnover** means the **Turnover** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.
- 1.50. **Stock** means **Stock** and materials in trade, stationery, food **Stocks** and the like, memorabilia and souvenirs, wine, beer and spirits, **Your** property or for which **You** are responsible.
- 1.51. **Strongroom** means a theft resistant structure constructed of masonry and steel that has been specifically designed for the storage of **Money** and valuables which is capable of resisting fire and attack by hand-held or power-operated tools.
- 1.52. **Sum Insured** means the applicable **Sum Insured** specified in the **Insurance Schedule**.
- 1.53. **Temporary Total Disablement** means disablement which entirely prevents the **Insured Person** from performing each and every duty of their occupation.
- 1.54. **Tenants Improvements** means structural fixtures and fittings which are **Your** property as occupiers of the Property.
- 1.55. **Territorial Limits** means the territories stated in the **Insurance Schedule** as the **Territorial Limits**.
- 1.56. **Terrorism** means any act or acts of force and/or violence:
- 1.56.1. for political, religious, ideological or other ends; and/or
 - 1.56.2. directed towards the over-throwing or influencing of any government de jure or de facto; and/or
 - 1.56.3. for the purpose of putting the public or any part of the public in fear.
- 1.57. **Tools and other portable items** means **Tools and other portable items** **Your** own or for which **You** may be responsible for the purposes of the **Business** at the **Premises**.
- 1.58. **Transit** means whilst the **Property Insured** is being loaded upon, carried by or temporarily stored within or unloaded from any vehicle(s) owned, borrowed or hired by **You** to transport the **Property Insured** to and from the **Premises** to any location within the **Territorial Limits** in the course of **Your Business**; including temporary garaging, up to a maximum period of 5 consecutive days during the course of the **Transit**.
- 1.59. **Turnover** means the **Money** paid or payable to **You** for goods sold and delivered and for the services rendered in the course of the **Business**.
- 1.60. **Uninsured Working Expenses** means:
- 1.60.1. purchases (net of discounts received),
 - 1.60.2. packing, carriage and freight,
 - 1.60.3. bad debts.

- 1.61. **United Kingdom** means Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands.
- 1.62. **Visitors' Effects** means Visitors' and guests' **Personal Effects** of any description (other than motor vehicles) limited to £500 per person unless otherwise stated in the **Insurance Schedule**.
- 1.63. **Watercraft** means any vessel, craft, vehicle or appliance made or intended to float on or in or travel on or through or under water.
- 1.64. **We, Us** or **Our** means JRW Group Services Limited authorised under contract as agents for the Underwriters Sportscover Syndicate 3334 at Lloyd's
- 1.65. **You, Your, Yours** means the company, person or persons named as the Insured shown in the **Insurance Schedule** including any directors and partners.
- 2.2. **EXPLOSION**
Explosion excluding **Damage** by explosion (other than **Damage** by fire resulting from explosion) caused by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control.
- 2.3. **AIRCRAFT**
Aircraft and other aerial devices or articles dropped there from.
- 2.4. **EARTHQUAKE**
Earthquake excluding **Damage** caused by Fire, Subterranean Fire, Volcanic Eruption.
- 2.5. **INCLEMENT WEATHER**
Storm or Tempest, excluding loss or **Damage** directly or indirectly caused by **Flood** or frost; **Flood** (subject to the cover being shown as operative in the **Insurance Schedule**); Bursting or Overflowing or Leakage of water pipes, water mains, water tanks or water apparatus domestic boilers or oil fired heating installations.

INSURANCE COVERS

MATERIAL DAMAGE

In the event of **Damage** to any of the **Property Insured** occurring during the **Period of Insurance** at the **Premises** as stated in the **Insurance Schedule** directly caused by the Insured Perils specified below, **We** will pay to **You** the value of the **Property Insured** at the time of its **Damage** in accordance with the Basis of Settlement or at **Our** option reinstate or replace or repair such **Property Insured** or any part of it.

Provided that **Our** liability under this Insurance, during any one **Period of Insurance** shall not exceed the Sum(s) Insured stated in the **Insurance Schedule** (or such other Sum(s) Insured as may subsequently be agreed to in writing by **Us**) at the time of the **Damage**.

INSURED PERILS

This Insurance provides cover for **Damage** caused by the applicable Insured Peril as stated in the **Insurance Schedule**, which shall be defined as follows:

- 2.1. **FIRE**
Fire excluding **Damage** caused by its own spontaneous combustion, fermentation heating or its undergoing any heating process or any process involving the direct application of heat; **LIGHTNING** or **THUNDERBOLT**.
- 2.5.1. as a result of repairs to or removal or extension of water pipes, mains, tanks or apparatus,
- 2.5.2. by bursting or overflowing or leakage occurring whilst the **Premises** are vacant or unoccupied but this exclusion shall not apply whilst the **Premises** are closed for holidays or weekends,
- 2.5.3. as a result of water discharged or leaking from any automatic sprinkler installation,
- 2.5.4. to gates, boundary fences or walls, glass, drains, sewers or water courses unless damaged by the fall of brickwork or masonry caused by an Insured Peril,
- 2.5.5. to **Stock** not stored at least 15 centimetres above the floor,
- 2.5.6. to **Property Insured** in the open unless specifically agreed by Us in writing,
- 2.5.7. loss or **Damage** whether caused directly or indirectly by;

- a. subsidence, ground heave or landslip,
- b. fire, lightning or explosion.

2.6. MALICIOUS DAMAGE

Riot, Civil Commotion Strikers Locked-Out Workers or persons taking part In Labour Disturbances or Malicious Persons,

Excluding **Damage** whether caused directly or indirectly by:

- 2.6.1. fire;
- 2.6.2. theft or attempted theft;
- 2.6.3. total or partial cessation or interruption or retarding of work or of any commercial or industrial process or operation;
- 2.6.4. arising from the confiscation requisition or destruction by order of the government or any public authority;
- 2.6.5. in respect of **Buildings** which are empty or not in use, directly caused by malicious persons, not acting on behalf of in connection with any political organisation.

2.7. IMPACT

Impact caused by:

- 2.7.1. any vehicle, horse or cattle not belonging to or under **Your** or **Your Employees** control;
- 2.7.2. falling trees or tree branches excluding **Damage** caused by lopping pruning or felling;
- 2.7.3. collapse or breakage of television or radio receiving aerials or satellite dishes.

2.8. THEFT

Theft or Attempted Theft involving:

- 2.8.1. entry to or exit from the **Premises** by forcible and violent means;
- 2.8.2. violence or threat of violence to **You** or any director partner or **Employee**,

Excluding **Damage**:

- a. to the **Property Insured** by

You or in collusion with any of the **Your Employees** or tenants or concessionaires or subcontractors at **Your Premises**,

- b. to the **Property Insured** in any yard or open space, unless agreed by Us in writing,
- c. to **Money**, negotiable instruments and securities of any description,
- d. resulting in fire or explosion,
- e. involving the dishonest manipulation of any database or computer system,
- f. not reported to the Police within 24 hours of the discovery of the incident and a crime report number obtained,
- g. arising from the withdrawal of the Police response to the alarm activation signals from the Intruder Alarm System installed on **Your Premises** unless notified to Us and agreed by Us in writing.

2.9. SPRINKLER LEAKAGE

Sprinkler Leakage caused by accidental water discharge or leakage from the Automatic Sprinkler Installation at the **Premises**.

Excluding **Damage**:

- 2.9.1. caused by the discharge or leakage of water occasioned by or happening through:
 - a. repairs or alterations or extensions to the **Premises** and/or sprinkler installations;
 - b. freezing whilst the **Premises** are vacant or unoccupied or freezing due to **Your** neglect;
 - c. fire, lightning or explosion,
 - d. defects in construction or condition of the Automatic Sprinkler Installation of which **You** are aware;
- 2.9.2. to the Automatic Sprinkler Installation, consequential loss of any kind or description.

2.10. SUBSIDENCE

Subsidence, Ground Heave or Landslip of any part of the site on which the **Buildings** stands

Excluding **Damage**:

- 2.10.1. occurring to yards, car-parks, roads, pavements, walls, gates and fences unless also affecting the **Buildings**;
- 2.10.2. occurring as a result of the construction demolition structural alteration or structural repair of any **Buildings** at the **Premises**;
- 2.10.3. commencing prior to the granting of cover under this Insurance;
- 2.10.4. arising from the normal settlement or bedding down of new structures;
- 2.10.5. arising from settlement or movement of made up ground or by coastal or river erosion,
- 2.10.6. arising from defective design or workmanship or the use of defective material,
- 2.10.7. arising from fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe,
- 2.10.8. arising from any groundworks or evacuation at the **Premises**.

Subsidence Ground Heave and Landslip Condition

You must notify **Us** immediately when **You** are aware of any demolition or groundworks being planned or undertaken at **Your Premises** or at any adjoining or adjacent **Premises**. **We** shall then have the right to vary the terms or cancel this cover.

2.11. ACCIDENTAL DAMAGE

Accidental **Damage** arising from any other sudden and unforeseen **Occurrence**,

Excluding:

- 2.11.1. **Damage** caused by an event defined under Insured Perils 2.1. to 2.10. inclusive whether covered by this Insurance or not,
- 2.11.2. **Damage** to the **Property Insured** caused by;

- a. backing up of drains and/or sewers, change in water table level, frost, gradual deterioration, inherent vice, its own faulty or defective design or materials, latent defect, seepage below ground level, wear and tear;
- b. defective or faulty workmanship, **Your** or **Your Employees'** omission or operational error.

BUT this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded.

2.11.3. **Damage** caused by or consisting of:

- a. contamination, corrosion, dampness, dryness, evaporation, fermentation, insects, leakage, loss of weight, marring, rust, scratching, vermin;
- b. normal settling, shrinking or expansion in **Buildings**, structures or foundations,
- c. the collapse or cracking of **Buildings**;
- d. the action of light, change in temperature colour flavour texture or finish, condensation, fog, humidity; smog, or any other gradually occurring loss which commenced prior to the **Period of Insurance**.

2.11.4. **Damage** consisting of:

- a. cracking, failure of **Welds**, fracturing, joint leakage, collapse or overheating of overheating of boilers economisers super-heaters pressure vessels or any range of steam and feed piping in connection therewith;
- b. breakdown or derangement in respect of the particular apparatus, equipment or machine in which such breakdown or derangement originates,

The provisions of Exclusions 2.11.3. and 2.11.4. above shall not exclude:

- c. such **Damage** not otherwise excluded which itself results from a Insured Peril or from any other **Damage**,

- d. subsequent **Damage** which itself results from a cause not otherwise excluded.
- 2.1.1.5. loss of use, delay or loss of markets; however caused or arising, and despite any preceding loss insured hereunder;
- 2.1.1.6. mysterious disappearance or inventory shortage, or misfiling or misplacing of information;
- 2.1.1.7. theft, fraud, or any kind of wrongful conversion or abstraction, whether committed alone or in collusion with others by **You** or any directors, **Employees**, officials or partners;
- 2.1.1.8. **Damage** caused by the insolvency or any financial impairment of any person or organisation to whom **Your Property Insured** may be entrusted;
- 2.1.1.9. **Damage** to that part of the **Property Insured**:
- caused by fire resulting from its undergoing any heating process or any process involving the application of heat;
 - resulting from its undergoing any process of production, packaging treatment commissioning service or repair.
- 2.1.1.10. **Damage** caused by error in computer or machinery programming or from data processing media failure or breakdown;
- 2.1.1.11. electrical or magnetic injury to, or disturbance or erasure of, electronic records, except by lightning;
- 2.1.1.12. **Damage** caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies;
- 2.1.1.13. **Damage** in respect of moveable **Property Insured** in the open or in any open-sided **Buildings** or structures, fences and gates caused by wind rain hail sleet and snow **Flood** or dust.

EXCLUSIONS

We shall not be liable for:-

- 3.1. **Damage** to:
- 3.1.1. jewellery, precious stones, furs, bullion, works of art or rare books, trophies and memorabilia unless otherwise specifically noted in the **Insurance Schedule**;
 - 3.1.2. **Property Insured in Transit**;
 - 3.1.3. **Money**, cheques, stamps bonds, credit cards, securities, deeds, evidence of debt and valuable papers;
 - 3.1.4. **Business** interruption or consequential loss of any kind.
- 3.2. **Damage** to:
- 3.2.1. land, piers, jetties, bridges, culverts or excavations;
 - 3.2.2. canals, dams, reservoirs other than tanks and their contents;
 - 3.2.3. **Buildings** or structures in the process of construction or erection and materials and supplies on the **Premises** in connection therewith;
 - 3.2.4. vehicles licensed for road use, caravans, trailers, **Watercraft** and **Aircraft**, railway locomotives and rolling **Stock**;
 - 3.2.5. live**Stock** growing crops or trees;
 - 3.2.6. **Information Technology**, including equipment and component parts thereof owned, leased, rented or under **Your** control.
- unless specifically mentioned as covered by this Insurance.
- 3.3. the **Excess**, the amount as stated in the **Insurance Schedule** for each Insured Peril which will be deducted from the agreed settlement in respect of each and every claim.

BASIS OF SETTLEMENT

The amount payable for each item, will be in accordance

with the one of the following Basis of Settlement marked in the **Insurance Schedule** against the appropriate item (and defined below) or at **Our** option **We** may choose to reinstate or replace the **Property Insured** or any part of it which is lost destroyed or **Damaged**:

4.1. Agreed Value Basis

Applicable only to those Items in the **Insurance Schedule** where 'Agreed Value' has been shown.

- 4.1.1. Where an Item insured is shown to have been accepted on an Agreed Value basis and noted as such in the **Insurance Schedule**, **Our** liability will not exceed the **Sum Insured** stated in the **Insurance Schedule** in all during the **Period of Insurance**.
- 4.1.2. In the event of partial loss of or **Damage** to any Item insured the amount payable will be the cost and expense of restoration plus any resulting depreciation but not exceeding the value of that item as shown in the **Insurance Schedule**.

For the purpose of this clause, the condition of Average (Underinsurance) set out in F. General Conditions of this Insurance shall not apply.

4.2. 25% Day One Reinstatement Basis

Applicable only to those Items in the **Insurance Schedule** where 'Day One 25%' has been shown, the **Declared Value** is the figure shown in brackets by the **Sum Insured**.

The Basis on which the amount payable for the **Damage** to the **Property Insured** is to be calculated shall be the reinstatement of the **Property Insured**, subject to the 25% Day One Reinstatement Basis Special Conditions shown below.

For this purpose Reinstatement shall mean:

- 4.2.1. the rebuilding or replacement of the **Property Insured** sustaining **Damage** which provided **Our** liability is not increased may be carried out as follows:
- a. in any manner that is suitable to **Your** requirements
 - b. upon another site

- 4.2.2. the repair or restoration of the **Damage** to the **Property Insured**

Provided that in either 4.2.1. or 4.2.2. above the condition is equivalent to or substantially the same but not better or more extensive than the **Property Insured** when new.

25% Day One Reinstatement Basis Special Conditions:

- 4.2.3. The **Premium** has been calculated on the basis of the **Declared Value** provided by **You** in writing to **Us**.
- 4.2.4. **You** will notify **Us** of the **Declared Value** for each applicable Item at the inception of each **Period of Insurance**. If no declaration is received from **You** then the last amount declared to **Us** shall be taken as the **Declared Value** for the following **Period of Insurance**.
- 4.2.5. If at the time of the **Damage** the **Declared Value** of each applicable item is less than the cost of Reinstatement (as defined above) at the inception of the **Period of Insurance** then **Our** liability for **Damage** shall not exceed the proportion that the **Declared Value** bears to such cost of Reinstatement.
- 4.2.6. **Our** liability for the repair or restoration of the **Property Insured** in part only shall not exceed the amount which would have been payable had such **Property Insured** been wholly destroyed.
- 4.2.7. In the absence of this Basis of Settlement, no payment beyond the amount which would have been payable by **Us** will be made:
- a. unless the Reinstatement commences and proceeds without unreasonable delay,
 - b. until the cost of Reinstatement shall have been actually incurred,
 - c. if the **Property Insured** shall at the time of the **Damage** be insured by any other insurance effected by **You** or on **Your** behalf which is not on the same basis of reinstatement.

4.2.8. The **Sum Insured** is limited to 125% of the **Declared Value** stated on the **Insurance Schedule**.

4.3. Reinstatement Basis

Applicable only to those Items in the **Insurance Schedule** where 'Reinstatement' has been shown.

The Basis on which the amount payable for the **Damage** to the **Property Insured** is to be calculated shall be the Reinstatement of the **Property Insured**, subject to the Reinstatement Basis Special Conditions shown below.

For this purpose Reinstatement shall mean:

4.3.1. the rebuilding or replacement of the **Property Insured** sustaining **Damage** which provided **Our** liability is not increased may be carried out as follows:

- a. in any manner that is suitable to **Your** requirements,
- b. upon another site.

4.3.2. the repair or restoration of the **Damage** to the **Property Insured**.

Provided that in either 4.3.1. or 4.3.2. above the condition is equivalent to or substantially the same but not better or more extensive than the **Property Insured** when new.

Reinstatement Basis Special Conditions:

4.3.3. If at the time of the Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property Insured** covered by each Item exceeds its **Sum Insured**, as stated in the **Insurance Schedule**, at the commencement of any **Damage**, **Our** liability will not exceed that proportion of the amount of such **Damage** which the said **Sum Insured** shall bear to the sum representing the total cost of reinstating the whole of such **Property Insured** at that time;

4.3.4. **Our** liability for the repair or restoration of the **Damage** to the **Property Insured** in part only shall not exceed the amount which would have been payable had such **Property Insured** been wholly destroyed;

4.3.5. In the absence of this Basis of Settlement, no payment beyond the amount which would have been payable by **Us** will be made:-

- a. unless the Reinstatement commences and proceeds without unreasonable delay,
- b. until the cost of Reinstatement shall have been actually incurred,

4.3.6. if the **Property Insured** shall at the time of the **Damage** be insured by any other insurance effected by **You** or on **Your** behalf which is not on the same basis of reinstatement.

4.4. Indemnity Basis

Applicable only to those Items in the **Insurance Schedule** where "Indemnity" has been shown.

The Basis on which the amount payable for the **Damage** to the **Property Insured** is to be calculated shall be the value of the **Property Insured** at the time of the **Damage** or the amount of the **Damage** whichever is the less, subject to the Indemnity Basis Special Condition shown below.

Indemnity Basis Special Condition:

4.4.1. If at the time of the **Damage** the **Sum Insured** of each applicable item is less than the total value of the **Property Insured** at the inception of the **Period of Insurance**, then **Our** liability for the **Damage** will be proportionately reduced and **You** will be considered to be **Your** own insurer for the difference.

4.5. Obsolete Buildings

Applicable only to those Items in the **Insurance Schedule** where 'Obsolete Buildings' has been shown.

The Basis on which the amount payable for the **Damage** to the **Buildings** deemed obsolete shall be:

- 4.5.1. the **Buildings** are partially Damaged, the cost of repair; or
- 4.5.2. if the **Buildings** are extensively Damaged, the cost of either:

- a. the demolition of the existing structure and the replacement with a building suitable for **Your** needs, constructed with modern materials and techniques, or
- b. the purchase of a similar building on another site

The replacement or repair of the **Buildings** so Damaged shall be at **Our** option.

CONDITIONS

Your compliance and continued observance of the under-noted are conditions precedent to **Our** Liability to make any payment under this Insurance.

5.1. Automatic Fire Alarm Installations

If the **Premises** have automatic fire alarm installation(s) **You** shall undertake to:

- 5.1.1. carry out weekly tests of the installation and other testing and checking requirements referred to on the completion certificate and remedy within 14 days any defect disclosed;
- 5.1.2. carry out the maintenance procedures specified by the manufacturers of the equipment;
- 5.1.3. notify **Us** immediately of any disconnection or failure of the automatic fire alarm installation likely to leave the **Premises** unprotected for 12 hours or more;
- 5.1.4. record details of all events such as alarms faults tests maintenance and disconnections and keep such details available for examination by **Our** representatives.

5.2. Electrical Circuits

You shall undertake to have all electrical circuits tested at least once every three years by qualified electrical engineers and that any defects found be remedied immediately in accordance with the Regulations of the Institute of Electrical Engineers, their certificate confirming the same to be issued and a copy submitted to **Us** for **Our** records.

5.3. Fire Break Doors and Shutters

You shall undertake to keep closed all fire break doors and shutters installed at the **Premises** except during working hours and maintain them in

efficient working order.

5.4. Fire Extinguishing Appliances

You shall undertake to keep on the **Premises** fire extinguishing appliances of suitable types and numbers for **Your Business** and maintain them in efficient working order by means of an annual maintenance contract.

5.5. Flat Roof Maintenance

If the **Premises** has any flat roof areas **You** shall undertake to:

- 5.5.1. replace them to an approved standard within ten years of original installation;
- 5.5.2. clear and sweep all leaves and debris from the drains and gutters at 6 monthly intervals throughout the **Period of Insurance**;
- 5.5.3. have an annual inspection undertaken by a qualified building contractor with all repairs and maintenance work carried out as necessary.

5.6. Heat Use Precautions

You shall undertake to comply with the following precautions on each occasion whilst Using blow lamps or propane torches or other similar equipment and soldering work:

- 5.6.1. Suitable fire extinguishers be kept available for immediate use.
- 5.6.2. Blow lamps, propane torches or other similar equipment be lighted as short a time as possible before use and extinguished immediately after use.
- 5.6.3. Lighted blow lamps, propane torches or other similar equipment shall not be left unattended.
- 5.6.4. Before heat is applied to material built into or projecting through one side of a wall or partition an inspection shall be made of the other side of the wall or partition to ensure that no combustible materials are in danger of ignition by direct or conducted heat.
- 5.6.5. All moveable combustible materials shall be removed from the immediate vicinity of the work.

- 5.6.6. Gas cylinders shall be stored outside and away from any fire hazard.
- 5.6.7. All heating of asphalt, bitumen or similar material will be carried out in a suitable vessel using bottled gas. If the vessel is used on the roof of any building it will be placed on a surface of non-combustible material.
- 5.7. Intruder Alarm
- 5.7.1. If the **Premises** has an Intruder Alarm already installed or where We have required **You** to have an Intruder Alarm installed **You** shall undertake to:
- put the Intruder Alarm into full and effective operation at all times when **Your Premises** are closed for **Business**, and at all other appropriate times;
 - maintain the Intruder Alarm in good working order throughout the **Period of Insurance** by means of a maintenance contract with the installing company or with a member company of the National Approval Council Of Security Systems (NACOSS);
 - notify **Us** immediately in writing of any withdrawal of the Police or security company's response, or any alteration, apparent defect or variation of the Intruder Alarm system, or any structural alteration which might affect its operation.
- 5.8. Kitchen Duct Maintenance
- You** shall undertake to:
- 5.8.1. securely fix all frying and cooking equipment including flues and exhaust ducting and ensure that they are free from contact with combustible materials;
- 5.8.2. clean all flues, exhaust ducting, grease traps and filters at least once per calendar month and have in force an annual maintenance contract to clean all equipment.
- 5.9. Portable Space Heater Precautions
- If the **Premises** are heated by portable space heaters (provided that **You** have notified **Us** and **We** have agreed to this in writing) **You** shall undertake to:
- 5.9.1. not site them in passageways and other places they are likely to be overturned or subject to mechanical **Damage**;
- 5.9.2. not site them in areas where flammable atmospheres are habitually or intermittently present;
- 5.9.3. not site them on combustible floors or surfaces;
- 5.9.4. keep them clear of combustible materials and fit them with a guard to maintain a clear space of at least 1 metre around it.
- 5.10. **Premises** Inspection
- You** shall undertake:
- 5.10.1. a thorough examination of the **Premises** for smouldering matches, tobacco or other material at the close of **Business** each day and that signed reports are made daily and such reports to be checked at least once a week by **You**;
- 5.10.2. to empty all ashtrays and the like into a lidded metal bin and remove the bin from the **Premises** at the close of **Business** each day and at all other appropriate times.
- 5.11. Risk Surveys
- We** reserve the right to conduct a risk survey or surveys during the **Period of Insurance**. **You** shall ensure that any risk improvements deemed as requirements by **Us** following a survey or surveys of the risk shall be complied with and implemented within the time specified by **Us**. **We** reserve the right to review all the terms and conditions of the Insurance following the survey(s).
- 5.12. Security Precautions
- You** shall undertake to:
- 5.12.1. put into full and effective operation at all times when **Your Premises** are closed for **Business**, and at all other appropriate times, all security devices including locks, fastenings, shutters and other means of protecting **Your Premises** which **You** will maintain in good order throughout the **Period of Insurance**;
- 5.12.2. ensure that all external (and internal doors

leading to other parts of the **Premises** not in the Insured occupation):

- a. for timber or steel framed doors – a mortice deadlock which has 5 or more levers and/or conforms to BS3621 specification for thief resistant locks and matching boxed striking plate. Or
- b. for aluminium or UPVC framed doors – a cylinder operated mortice deadlock or a deadlocking multi-point locking system.
- c. Double Leaf Doors – The standing leaf to be secured with bolts morticed into the leading edge of the door top and bottom or by key operated locking surface mounted bolts' and the other leaf fitted with a lock according to the construction of the door as specified above or both leaves fitted with a good quality coach-bolted locking bar secured with a close-shackle padlock having at least 5 levers.

5.12.3. All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies or down pipes are to be fitted with key-operated window locks. This requirement does not apply to windows/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from **Us** and **We** have agreed to this in writing.

5.12.4. remove all keys and duplicate keys and combination codes of **Safes** and strong rooms and of Intruder Alarm systems from the **Premises** at all times when **Your Premises** are closed for **Business** and at all other appropriate times.

5.13. Security Precautions (storage containers)

Where **We** have agreed to the use of storage containers, **You** shall undertake to:

- 5.13.1. store equipment when not in use in a securely locked purpose built container(s) constructed of steel.
- 5.13.2. ensure that doors shall be protected by

at least one 6mm - 16mm Mul-T-Lock (C Series) closed shackle padlock(s), to, at least, the main closure door half (Usually the right hand side) opening arm(s). The centre of the container shall be fitted with a metal covering box with 11mm - 13mm Mul-T-Lock Slide bolt lock securing the two door halves within

5.14. Stillage Precautions

You shall undertake to keep all **Stock** at least 15 centimetres off the ground within the **Premises**.

5.15. Unoccupancy Precautions

If the **Premises** become unoccupied for more than 30 consecutive days and **You** have notified **Us** and **We** have agreed to this in writing, **You** shall undertake to:

- 5.15.1. clear and sweep the **Premises** of all loose combustible material;
- 5.15.2. disconnect the electricity, gas, and water supplies at the mains and drain tanks and pipes to the fullest extent possible;
- 5.15.3. seal all letterboxes to prevent insertion of material;
- 5.15.4. physically inspect the **Premises** at least once per week and carry out any work necessary to maintain security.

5.16. Waste Precautions

You shall undertake to clear and sweep up all refuse and waste and remove it from the **Buildings** daily and from the **Premises** at least once a week.

EXTENSIONS

6.1. Architects', Surveyors' and Consulting Engineers' Legal Fees

Included within the Sum(s) Insured on **Buildings, Machinery and Plant** are architects', surveyors', consulting engineers', legal and other fees necessarily incurred by **You** in the reinstatement of the **Property Insured** following its **Damage** by any Insured Peril (but not any fees for the preparation of the claim or estimate of loss) not

exceeding the amounts authorised under the scales of the various Institutions regulating such charges prevailing at the time of the **Damage**.

6.2. Automatic Reinstatement of the **Sum Insured** following **Damage**

In the event of **Damage** to the **Property Insured** the **Sum Insured** will be automatically reinstated from the date of the **Damage** unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured** **You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date.

6.3. Capital Additions

This Insurance extends to cover the following property situated anywhere within the **Territorial Limits** as stated in the **Insurance Schedule**:

- 6.3.1. any newly erected and/or newly acquired **Buildings** and/or Machinery and Plant, provided that they are not otherwise insured, and
- 6.3.2. alterations, additions and improvements to **Buildings** and/or Machinery and Plant but not in respect of any appreciation in value;

provided that **Our** maximum liability at any one situation under this Extension shall not exceed 10% of the total **Buildings** and **Machinery and Plant Sum Insured** or £250,000 whichever is the lesser.

You shall advise **Us** of such capital additions within 60 days of acquisition and agree to pay any additional **Premium** that may be required.

6.4. Changing Locks

This Insurance extends to cover costs incurred as a result of the necessary replacement of locks following the loss of keys by theft from the **Premises** or from the homes of principals directors or authorised **Employees** or by unauthorised duplication of keys provided that if such keys relate to a **Safe** or **Strongroom** they shall not be left on the **Premises** overnight. **Our** liability under this Extension is limited to £1,500 any one claim or claims arising from any one **Occurrence**.

6.5. Demolition and Clearance Costs

This Insurance extends to cover costs and expenses necessarily incurred by **You** with **Our** consent for:

- 6.5.1. removing the debris of,
- 6.5.2. dismantling or demolishing,
- 6.5.3. shoring up or propping,

the portion or portions of the **Property Insured** following **Damage** caused by any Insured Peril against and to which such Sum(s) Insured apply.

This Insurance further extends to include the costs and expenses necessarily incurred for the clearance of drains, gutters and sewers at **Your Premises** or for which **You** are responsible, provided that such clearance is necessitated by the **Damage** caused by an Insured Peril covered by this Insurance. **We** will not pay for any cost or expense:

- 6.5.4. incurred in removing debris except from the site where the **Damage** occurred and the area immediately adjacent to such site;
- 6.5.5. arising from Pollution or contamination of property not insured by this Insurance.

6.6. European Community and Public Authorities Costs

The Insurance by each item of the **Buildings**, Tenants' Improvements and Machinery and Plant extends to cover the additional cost of reinstatement of any **Damage** to the **Property Insured** and undamaged portions thereof incurred solely by reason of the necessity to comply with European Community Legislation and/or Building or other Regulations or any Act of Parliament or Bye-Laws of any Public Authority provided that:

- 6.6.1. **You** receive a notice to comply after the **Damage** occurs;
- 6.6.2. the work of reinstatement must be commenced and carried out without unreasonable delay and must be completed within 12 months after the **Damage** or within a time period that **We** may allow in writing;
- 6.6.3. the total amount recoverable under any item in respect of this Extension shall not exceed;

- a. in respect of **Damage** to the **Property Insured** 10% of its Sum Insured,
- b. in respect of the undamaged portions of the **Property Insured** (excluding any foundations) 10% of the total amount for which **We** would have been liable had the **Property Insured** been wholly destroyed,

6.6.4. the total amount recoverable under any item of the **Buildings, Tenants Improvements** and Machinery and Plant shall not exceed its **Sum Insured**.

6.7. Non Invalidation

This Insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to **You** or beyond **Your** control; provided that immediately **You** become aware of any such act omission or alteration **You** shall inform **Us** and pay such additional **Premium** as **We** may reasonably require.

6.8. Temporary Removal of Deeds and Documents

The Insurance by the **Machinery and Plant** item extends to cover deeds and documents (including stamps thereon) manuscripts, plans and writings of every description and books (written and printed) but excluding computer systems' records whilst temporarily removed to any **Premises** not in **Your** occupation and/or whilst in **Transit** by road, rail or inland waterways, in the United Kingdom.

Our limit of liability for this Extension shall not exceed 5% of the **Sum Insured** of the Machinery and Plant item.

6.9. Temporary Removal of Machinery and Plant

The Insurance by the Machinery and Plant item is extended to include cover whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same **Premises** or to any other **Premises** in the **United Kingdom** and in **Transit** thereto and therefrom by road, rail or inland waterway.

Our limit of liability for this Extension shall not exceed 10% of the **Sum Insured** of the Machinery and Plant item.

6.10. Trace and Access

In the event of **Damage** resulting from Insured Peril 2.5. Bursting or Overflowing or Leakage, this Insurance will provide cover for the costs necessarily and reasonably incurred by **You**, with **Our** written consent, for tracing the source of any leakage and subsequently making good any **Damage** that was necessarily caused in locating and remedying the leakage, subject to a limit of £2,000 any one claim and £10,000 in all during any one **Period of Insurance**.

6.11. Workmen

Workmen and/or tradesmen are allowed in or about the **Premises** for maintenance purposes and/or effecting repairs, minor alterations, and decorations without prejudice to this Insurance.

SUPPLEMENTARY CLAUSES

The following supplementary clauses are only applicable to this Insurance if the cover has been selected as detailed in the **Insurance Schedule**:

7.1. Cups and Trophies

This Insurance will provide cover for Cups & Trophies at the **Premises** up to the **Sum Insured** stated in the **Insurance Schedule**.

It is noted that:

- 7.1.1. Cover is restricted to Perils 2.1. Fire and Lightning, 2.2. Explosion, 2.3. Aircraft, 2.5. Storm and Flood, 2.6. Malicious **Damage**, 2.8. Theft and 2.11. Accidental **Damage** but only where the Perils are stated as operative in the **Insurance Schedule**.
- 7.1.2. Theft overnight from a motor vehicle will be excluded unless the vehicle is in a locked garage.
- 7.1.3. Cover is operative whilst:
 - a. in any secure building at the club **Premises**
 - b. at the home **Premises** of a club member
 - c. stored out of sight in a locked boot or covered luggage area whilst in a vehicle that has been fully secured.

7.1.4. 7.1.2 and 7.1.3. are subject to Condition(s) 5.12. and 5.13. Security Precautions, as appropriate.

7.2. Floodlights

This Insurance will provide cover for floodlights at the **Premises** up to the **Sum Insured** stated in the **Insurance Schedule**.

It is noted that:

7.2.1. Perils 2.7. Impact and 2.11. Accidental **Damage** are excluded.

7.2.2. It is a condition precedent to liability in respect of **Damage** that all sightscreens are securely anchored to the ground or to a substantial structure when not in use.

7.3. Playing Surfaces

This Insurance will provide cover for Playing Surfaces up to the **Sum Insured** stated in the **Insurance Schedule**.

It is noted that:

7.3.1. Cover is restricted to Perils 2.1. Fire and Lightning, 2.2. Explosion, 2.3. **Aircraft**, 2.5. Storm and **Flood** but only where the Perils are stated as operative in the **Insurance Schedule**.

7.3.2. **Damage** is excluded:

- a. by water from or action of the sea, tsunami, tidal wave or storm surge.
- b. to gates, fences, retaining walls, exterior textile awnings or blinds.
- c. to property in the open air unless such property is a permanent structure designed to function without the protection of walls or roof.
- d. frost, erosion, subsidence, ground heave or landslide, collapse, or any other movement of earth.
- e. attributable solely to change in the water table level.

7.3.3. Cover is extended to include **Damage** caused by emergency services attending the **Premises**, subject to a maximum limit

of indemnity of £2,500 each and every loss.

7.4. Sightscreens & Scoreboards

This Insurance will provide cover for Sightscreens and Scoreboards at the **Premises** up to the **Sum Insured** stated in the **Insurance Schedule**.

It is noted that:

7.4.1. Peril 2.11. Accidental Damage is excluded.

7.4.2. It is a condition precedent to liability in respect of **Damage** caused by Storm that all Sightscreens and Scoreboards are securely anchored to the ground or to a substantial structure when not in use.

7.5. Sporting Kit & Equipment

This Insurance will provide cover for Sporting Kit and Equipment at the **Premises** up to the **Sum Insured** stated in the **Insurance Schedule**.

It is noted that:

7.5.1. Cover is restricted to Perils 2.1. Fire and Lightning, 2.2. Explosion, 2.3. **Aircraft**, 2.5. Storm and **Flood** but only where the Perils are stated as operative in the **Insurance Schedule**.

7.5.2. Cover is excluded whilst in use in the sport.

7.5.3. Overnight theft from a motor vehicle will be excluded unless the vehicle is in a locked garage

7.5.4. Cover is operative whilst:

- a. in any secure building at the club **Premises**
- b. at the home **Premises** of a club member
- c. stored out of sight in a locked boot or covered luggage area whilst in a vehicle that has been fully secured.

7.5.5. 7.8.3. and 7.8.4. are subject to Condition(s) 5.12. and 5.13. Security Precautions, as appropriate.

7.5.6. Sporting Kit & Equipment is defined as recognised equipment which is used in

connection with the participation of the Insured Sport up to a Single Article Limit of £1,000 unless otherwise stated in the **Insurance Schedule**.

7.6. Theft **Damage to Buildings**

Where the **Buildings**, are shown as 'Not Covered' in the **Insurance Schedule**, We will extend the cover to include the cost of repairing **Damage to Buildings** caused by Theft or attempted Theft subject to a limit of £10,000 or 10% of the Machinery and Plant **Sum Insured** whichever is the lower, provided that **You** are legally liable for such cost and the aforesaid **Damage** is not otherwise insured.

PORTABLE ITEMS

In the event of **Damage** to any of the **Property Insured** at the **Premises** or within the **Territorial Limits** stated in the **Insurance Schedule**, including whilst in **Transit**, directly caused by accidental **Damage** from any cause (including those as defined by Perils 2.1. to 2.10. inclusive under Material **Damage**), subject to the exclusions detailed below, **We** will pay to **You** the value of the **Property Insured** at the time of its loss or destruction or the amount of the **Damage** or at **Our** option reinstate or replace or repair such **Property Insured** or any part of it.

Provided that **Our** liability under this Insurance, during any one **Period of Insurance** shall not exceed the Sum(s) Insured stated in the **Insurance Schedule** (or such other Sum(s) Insured as may subsequently be agreed to in writing by **Us**) at the time of the **Damage**.

EXCLUSIONS

We shall not be liable for:

8.1. **Damage** to the **Property Insured** caused:

- 8.1.1. by change in water table level, frost, gradual deterioration, inherent vice, its own faulty or defective design or materials, latent defect, seepage below ground level, wear and tear;
- 8.1.2. by defective or faulty workmanship, **Your** or **Your Employees'** omission or operational error.

8.1.3. whilst in use in the sport.

However this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded.

8.2. **Damage** caused by or consisting of:

- 8.2.1. contamination, corrosion, dampness, dryness, evaporation, fermentation, insects, leakage, loss of weight, marring, rust, scratching, vermin;
- 8.2.2. normal settling, shrinking or expansion of **Buildings**, structures or foundations;
- 8.2.3. the collapse or cracking of **Buildings**;
- 8.2.4. action of light, change in temperature colour flavour texture or finish, condensation, fog, humidity, smog;
- 8.2.5. any other gradually occurring loss which commenced prior to the **Period of Insurance**.

8.3. **Damage** consisting of:

- 8.3.1. cracking, failure of **Welds**, fracturing, joint leakage, collapse or overheating of overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection therewith;
- 8.3.2. breakdown or derangement in respect of the particular apparatus, equipment or machine in which such breakdown or derangement originates,

The provisions of Exclusions 8.2. and 8.3. shall not exclude:

- 8.3.3. such **Damage** not otherwise excluded which itself results from a Insured Peril or from any other **Damage**,
- 8.3.4. subsequent **Damage** which itself results from a cause not otherwise excluded.
- 8.4. loss of use, delay or loss of markets; however caused or arising, and despite any preceding loss insured hereunder.
- 8.5. mysterious disappearance or inventory shortage, or misfiling or misplacing of information.

- 8.6. Theft, fraud, or any kind of wrongful conversion or abstraction, whether committed alone or in collusion with others by **You** or any directors, **Employees**, officials or partners.
- 8.7. Theft or attempted theft from:
- 8.7.1. any unattended vehicle unless:
- all doors and windows are closed and securely locked and the vehicle manufacturer's security systems are in operation;
 - entry to the vehicle has been effected by forcible and violent means.
 - all items are stored out of sight in a locked boot or covered luggage area whilst in a vehicle that has been fully secured.
- 8.7.2. any building not owned by **You** unless:
- the **Property Insured** is the personal custody of **You** any **Employee** or club member; or
 - the **Property Insured** is locked within the aforesaid building and entry has been effected by forcible and violent means.
- 8.7.3. **Your Premises** when closed for **Business** and at all other appropriate times when left unattended, unless the intruder alarm and security precautions are in operation and entry has been effected by forcible and violent means.
- 8.8. **Damage** caused by the insolvency or any financial impairment of any person or organisation to whom the **Property Insured** may be entrusted.
- 8.9. **Damage** to that part of the **Property Insured**:
- caused by fire resulting from its undergoing any heating process or any process involving the application of heat;
 - resulting from its undergoing any process of production, packaging treatment commissioning service or repair.
- 8.10. **Damage** occasioned by confiscation, delay, destruction, embargo, requisition or seizure by the government or any public authority.
- 8.11. **Damage** caused by error in computer or machinery programming or from data processing media failure or breakdown.
- 8.12. electrical or magnetic injury to, or disturbance or erasure of, electronic records, except by lightning.
- 8.13. **Damage** caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies.
- 8.14. **Damage** in respect of moveable property in the open or in any open-sided **Buildings** or structures, fences and gates caused by wind rain hail sleet and snow **Flood** or dust.
- 8.15. the **Excess**, the amount as stated in the **Insurance Schedule** for each Insured Peril which will be deducted from the agreed settlement in respect of each and every claim.

BASIS OF SETTLEMENT

- 9.1. Where **Your Property Insured** under this Cover is:
- not more than one year old, **We** will settle the claims on the basis of the full cost of replacement of the item with that of similar specification without deduction for wear tear and depreciation;
 - more than one year old, **We** will settle the claims on the basis of the market value at the time of the **Damage**, taking into account Wear tear and depreciation.

Always provided that if at the time of the **Damage** the **Sum Insured** of each applicable item is less than the total value of the **Property Insured** at the inception of the **Period of Insurance**, then **Our** liability for the **Damage** will be proportionately reduced and **You** will be considered to be **Your** own insurer for the difference.

EXTENSION

- 10.1. Automatic Reinstatement of the **Sum Insured** following **Damage**

In the event of **Damage** to the **Property Insured** under this Cover the **Sum Insured**

will be automatically reinstated from the date of the **Damage** unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date.

CONDITIONS

Sporting Kit & Equipment is defined as recognised equipment which is used in connection with the participation of the Insured Sport up to a Single Article Limit of £1,000 unless otherwise stated in the **Insurance Schedule**.

CONSEQUENTIAL LOSS

In the event of **Damage** to any of **Buildings** or to any other **Property Insured** occurring at the **Premises** occupied by **You**, directly caused by the Insured Perils covered under Material **Damage**, interrupting or interfering with the **Business**, **We** will pay to **You** the amount of the loss resulting from such interruption or interference in accordance with each item stated in the **Insurance Schedule**.

Provided that:

- 11.1. at the time of the happening of the **Damage** there is in force an insurance covering **Your** interest in the **Buildings** or to any other **Property Insured** at the **Premises** against such **Damage** and that:
 - 11.1.1. payment shall have been made or liability admitted therefore under such insurance; or payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
- 11.2. **Our** liability under this Cover (including any applicable Supplementary Clauses) during any one **Period of Insurance** shall not exceed:
 - 11.2.1. 133.33% of the total **Sum Insured** in respect of the Estimated Gross Profit or the **Estimated Gross Revenue** or the **Estimated Gross Rent Receivable** whichever is covered and as stated in the **Insurance Schedule**; or

- 11.2.2. 100.00% of the total **Sum Insured** in respect of the Increase Cost of Working, **Rent Payable** or Book Debts whichever is covered and as stated in the **Insurance Schedule**.

NOTES

- 12.1. The words and expressions to which specific meanings have been attached in any part of this Cover shall bear such specific meanings wherever they may appear.
- 12.2. To the extent that **You** are accountable to the tax authorities for Value Added Tax, all terms in this Cover shall be exclusive of such tax.
- 12.3. For the purpose of this Cover any adjustment implemented in current cost accounting shall be disregarded.
- 12.4. Adjustments shall be made to **Rate of Gross Profit**, **Standard Turnover** and **Standard Gross Revenue** as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

ESTIMATED GROSS PROFIT (ANNUAL DECLARATION BASIS)

- 13.1. The Insurance in respect of **Estimated Gross Profit** is limited to loss of **Gross Profit** due to (1) Reduction in **Turnover** and (2) Increase in Cost of Working and the amount payable as indemnity hereunder shall be:
 - 13.1.1. 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 **Damage**, fall short of the **Standard Turnover**;

- 13.1.2. 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 **Damage**, but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided;

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

ESTIMATED GROSS RENT RECEIVABLE (ANNUAL DECLARATION BASIS)

- 15.1. The Insurance in respect of **Estimated Gross Rent Receivable** is limited to loss of **Gross Rent Receivable** due to (1) Loss of **Gross Rent Receivable** and (2) Increase in Cost of Working and the amount payable as indemnity hereunder shall be:

15.1.1. in respect of Loss of Gross Rent Receivable: the amount by which the **Gross Rent Receivable** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Gross Rent Receivable**;

15.1.2. 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 **Gross Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction thereby avoided;

less any sum saved during the **Indemnity Period** in respect of such of the charges of the **Business** payable out of **Gross Rent Receivable** as may cease or be reduced in consequence of the **Damage**.

ESTIMATED GROSS REVENUE (ANNUAL DECLARATION BASIS)

- 14.1. The Insurance in respect of **Estimated Gross Revenue** is limited to loss of **Gross Revenue** due to (1) Reduction in **Gross Revenue** and (2) Increase in Cost of Working and the amount payable as indemnity hereunder shall be:

14.1.1. in respect of Reduction in **Gross Revenue**: the amount by which the **Gross Revenue** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Gross Revenue**;

14.1.2. 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 **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction thereby avoided;

less any sum saved during the **Indemnity Period** in respect of such of the charges of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage**.

INCREASE IN COST OF WORKING

- 16.1. The Insurance in respect of Increase in Cost of Working is limited to the **Additional Expenditure** necessarily and reasonably incurred by **You** for the sole purpose of avoiding or diminishing the interruption of or interference with the **Business** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

Provided that **We** shall not be liable for more than 50% of the **Sum Insured** during the first three months of the **Indemnity Period** following the **Damage** with the balance payable in equal proportions on a monthly basis thereafter.

CONDITIONS

You compliance and continued observance of the under-noted is a condition precedent to **Our** liability to make any payment under this Insurance:

- 17.1. **Premium** Adjustment (applicable to the Estimated Gross Profit, **Estimated Gross Revenue** and Estimated **Gross Rent Receivable**)
- 17.2. The first and annual **Premiums** of the applicable cover are provisional and are based on the Estimated Sums Insured provided by **You**, on the **Period of Insurance You** shall undertake to provide **Us**, within the next 2 months, a declaration confirmed by **Your** auditors of either the Gross Profit, or **Gross Revenue** or **Gross Rent Receivable** earned during **Your** financial year most nearly concurrent with the Period of Insurance.
- 17.3. Once received by **Us**, if the declaration (adjusted as detailed above and proportionately increased where the **Indemnity Period** as stated in the **Insurance Schedule** is greater than 12 months) is:
 - 18.1.1. less than the Estimated **Sum Insured** provided by **You**, for the applicable cover, for the relative **Period of Insurance**, **We** will allow a pro rata return of the **Premium** paid but not exceeding one half of the applicable **Premium**;
 - 18.1.2. greater than the Estimated **Sum Insured** provided by **You**, for the applicable Cover, for the relative **Period of Insurance**, **You** shall pay a pro rata addition to the **Premium** paid.

Provided that if any **Damage** shall have occurred giving rise to claim under the applicable Cover, the above stated declaration shall be increased by **Us** for the purpose of **Premium** adjustment by the amount by which the Gross Profit, or **Gross Revenue** or **Gross Rent Receivable** was reduced during the financial year solely in consequence of the **Damage**.

EXCLUSIONS

We shall not be liable for the **Excess**, the amount as stated in the **Insurance Schedule** which will be deducted from the agreed settlement in respect of each and every claim

EXTENSIONS

- 19.1. Automatic Reinstatement of the **Sum Insured** following **Damage**

In the event of a loss under this Cover the **Sum Insured** will be automatically reinstated from the date of the loss unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date.

- 19.2. Professional Accountants Charges

Where the Insurance is arranged on **Estimated Gross Profit** or **Estimated Gross Revenue** or **Estimated Gross Rent Receivable**, **We** will pay to **You** the reasonable charges payable by **You** to **Your** professional accountants and/or auditors for producing any particulars or details or any other proofs information or evidence as may be required by **Us** in connection with a claim under these Covers, and reporting that such particulars or details are in accordance with **Your** books of account or other **Business** books or documents.

Provided that **Our** liability under this Extension shall not exceed in total the **Sum Insured** under the applicable Cover.

LOSS OF RENT PAYABLE

In the event of **Damage** to any **Buildings**, which are leased by or rented to **You** at the **Premises**, as stated in the **Insurance Schedule**, directly caused by the Insured Perils covered under Material **Damage**, interrupting or interfering with the **Business**, **We** will indemnify **You** for the amount of **Rent Payable** to the Lessor, up to the **Sum Insured** as stated in the **Insurance Schedule**, as follows:

- 20.1. if as a result of **Damage**, the **Buildings** becomes wholly untenable or unusable and the lease or rental agreement requires continuation of the Rent, **We** shall indemnify **You** for the actual **Rent Payable** for the unexpired term of the lease or until such time that the **Buildings** are repaired to a condition that they are fit for habitation; or
- 20.2. if as a result of **Damage**, the **Buildings** becomes partially untenable or unusable and the lease or

rental agreement requires continuation of the Rent, **We** shall indemnify **You** for the proportion of the rent applicable thereto; or

if as a result of **Damage**, the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, **We** shall indemnify **You** for the **Excess** rent paid for the same or similar replacement property over actual **Rent Payable** plus cash bonuses or advance rent paid (including any maintenance or operating charges) for each month during the unexpired term of the **Your** lease for the first three months following the **Damage**.

Exclusions to this Clause

We shall not be liable:

- 20.2.1. for **You** exercising an option to cancel the lease;
- 20.2.2. any act or omission of **Yours** which constitutes a default under the lease.

BOOK DEBTS

In the event of **Damage** to **Your** books of accounts, **Business** books or records, directly caused by the Insured Perils covered under Cover 1. Material **Damage**, interrupting or interfering with the **Business**, **We** will pay to **You** the amount of the loss in respect of the untraceable or un-establishable **Outstanding Debit Balances** being:

- 21.1. the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof,
- 21.2. the additional outlay incurred with Our written consent in tracing and establishing Customers debit balances after the **Damage**,

Provided that:

- 21.3. **Our** liability shall in no case exceed the total Sum Insured, stated on the **Insurance Schedule**;
- 21.4. if the **Sum Insured** by this Item be less than the Outstanding Debit Balances, the amount payable shall be proportionately reduced;
- 21.5. the burden of proving that any **Outstanding Debit Balances** are untraceable or un-establishable in the event of **Damage** shall be upon **You**.

CONDITIONS

Your compliance and continued observance of the under-noted are conditions precedent to Our liability to make any payment under this Insurance:

22.1. Monthly Records

You shall undertake at the end of each month to record the total amount of debit balances outstanding under **Your Customers' Accounts** at that date and these records must be kept safely in a fire-resisting **Safe(s)** or cabinet(s) when not in use.

22.2. Premium Adjustment

The first and annual **Premiums** of the applicable cover are provisional and are based on the **Sum Insured** provided by **You**, on the expiry of each **Period of Insurance You** shall undertake to provide **Us**, within the next 2 months, the set of 12 monthly accounts detailing the **Outstanding Debit Balances** recorded during **Your** financial year most nearly concurrent with the Period of Insurance.

Once received by **Us**, the actual **Premium** shall be calculated at the rate per cent per annum on the average amount insured (the result of the total of the sums declared divided by the number of declarations received).

If the amount of a declaration exceeds the **Sum Insured** applicable at the date of such declaration, then for the purposes of this Condition only **You** shall be deemed to have declared such Sum Insured.

If the declaration (adjusted as detailed above and proportionately increased where the **Indemnity Period** as stated in the **Insurance Schedule** is greater than 12 months) is:

- 22.2.1. less than the estimated **Sum Insured** provided by **You**, for the relative **Period of Insurance**, **We** will allow a pro rata return of the **Premium** paid but not exceeding one half of the applicable **Premium**;
- 22.2.2. greater than the estimated **Sum Insured** provided by **You**, for the relative **Period of Insurance**, **You** shall pay a pro rata addition to the **Premium** paid.

EXTENSION

Automatic Reinstatement of the Sum Insured following Damage

- 23.1. In the event of a loss under this Cover the **Sum Insured** will be automatically reinstated from the date of the loss unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date.

MONEY

In the event of **Damage** to **Money** at the **Premises** or within the **Territorial Limits**, stated in the **Insurance Schedule**, directly caused by accidental **Damage** from any cause, other than those as defined in the Exclusions as stated below, **We** will indemnify **You** for such **Damage** provided that **Our** liability under this Insurance, shall not exceed the Sum(s) Insured stated in the **Insurance Schedule**.

EXCLUSIONS

We shall not be liable for:

- 24.1. **Damage** arising from;
- 24.1.1. fraud or dishonesty of any of **Your** director, **Employee**, official or partner unless discovered within seven working days of the **Occurrence**, subject to **Our** liability not exceeding £2,500 in respect of each and every claim;
- 24.1.2. theft or any attempt thereat from any unattended vehicle;
- 24.1.3. theft or any attempt thereat from any unlocked **Safe** or **Strongroom** whilst the **Premises** are unattended;
- 24.1.4. the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason;
- 24.1.5. the dishonest manipulation of any database;

24.1.6. errors, omissions, depreciation, loss of market or consequential loss of any kind.

- 24.2. the **Excess**, the amount as stated in the **Insurance Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

CONDITIONS

Your compliance and continued observance of the under-noted are conditions precedent to **Our** liability to make any payment under this Insurance.

- 25.1. Keys and Codes Precautions

You shall undertake to remove all keys and duplicate keys and combination codes of any **Safe** and **Strongroom** from the **Premises** whenever the **Premises** are closed or left unattended.

- 25.2. **Money** in **Transit** Precautions

If **You** or any of **Your Employees** carry **Money**, and the cover is granted under this Insurance, **You** shall undertake to:

- 25.2.1. use able bodied adults between the ages of 18 and 65, whom **You** have carefully selected and authorised to carry the **Money**;
- 25.2.2. limit the amount of **Money** (other than non-negotiable currency) that each able adult shall carry in accordance with the under-noted:
- a. Up to £3,500
1 able bodied adult;
- b. between £3,501 to £7,000
2 able bodied adults;
- c. between £7,001 to £10,000
3 able bodied adults;
- 25.2.3. **Money** carryings over £10,000 by a specialist Security Carrier accredited by The British Security Industry Association (BSIA);
- 25.2.4. vary the times of the **Transits**, the routes and conveyances as much as possible.

- 25.3. Protections Precautions

You shall undertake to maintain all protections provided for the security of the **Money** in good order throughout the **Period of Insurance**

and that they are in full effective operation at all appropriate times.

25.4. Money Record Precautions

You shall undertake to maintain a complete record of all **Money** and other non-negotiable currency whilst in **Transit** and whilst on the **Premises** and this record shall be kept in a secure place other than in any **Safe** or **Strongroom** where the **Money** is kept.

EXTENSIONS

26.1. Automatic Reinstatement of the Sum Insured following Damage

In the event of **Damage** to **Money** under this Cover the **Sum Insured** will be automatically reinstated from the date of the **Damage** unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured** **You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date.

26.2. Additional Damage Cover

We will also cover **You** against:

- 26.2.1. **Damage** to any **Safe** or **Strongroom** or franking machines on the **Premises** containing insured **Money** resulting from theft or any attempt thereat but not exceeding the cost of repair or replacement;
- 26.2.2. **Damage** to **Your** clothing or **Personal Effects** or of any director, principal or **Employee** resulting from theft or any attempt thereat of the insured **Money**, up to £500 any one person;
- 26.2.3. **Damage** to any case bag or waistcoat used for the carrying of the insured **Money** resulting from theft or any attempt thereat of the insured **Money**, up to £500 any one **Occurrence**.

SUPPLEMENTARY CLAUSES

The following supplementary clauses are only applicable to this Insurance if the Clause number has been entered in the **Insurance Schedule**

27.1. Personal Accident following Assault

In the event of **Bodily Injury** to an **Insured Person** directly caused by violence occurring during theft or attempted theft of **Money**, **We** will pay to **You** the Benefits as stated in the **Insurance Schedule** of Benefits below:

Provided always that in respect of any one Insured Person:

- 27.1.1. compensation shall not be payable under more than one of the Items of the **Insurance Schedule** of Benefits in respect of the consequences of one event, and
- 27.1.2. no weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amounts so paid shall be deducted from any lump sum becoming claimable in respect of the same event,
- 27.1.3. the total sum payable under this Clause in respect of any one or more events to an **Insured Person** shall not exceed the largest **Sum Insured** under any one of the items contained in the **Insurance Schedule** of Benefits.

27.2. Schedule of Benefits

- 32.2.1. Death, or Permanent total loss of sight of one or both eyes, or loss of one or more limbs, or other **Permanent Total Disablement** : Capital **Sum Insured** per Insured Person - £10,000
- 32.2.2. **Temporary Total Disablement** (but not exceeding the weekly wage) so long as such disablement continues, but not exceeding altogether 104 consecutive weeks for any single disablement : Capital **Sum Insured** per Insured Person - £100 per week

27.3. Exclusion

We shall not be liable in respect of any death or disablement attributable to or accelerated by any pre-existing physical or mental condition or pregnancy.

CONDITIONS

You compliance and continued observance of the under-noted are conditions precedent to **Our** liability to make any payment under this Insurance.

28.1. Claims Procedure

You must notify **Us** immediately:

28.1.1. of any event which causes or may cause **Bodily Injury** within the meaning of this Supplementary Clause;

28.1.2. in the event of the death of the **Insured Person**.

28.2. Medical Examination Procedures

In the event of a claim arising from the cover under this Supplementary Clause the **Insured Person** must:

28.2.1. as early as possible place themselves under the care of a duly qualified medical practitioner (not being family of an **Insured Person**);

28.2.2. at their own expense provide all certificates information and evidence required by **Us** and submit themselves to medical examinations at their own expense as often as **We** deem necessary in respect of any alleged **Bodily Injury**.

We shall at **Our** expense be entitled to have a post mortem examination carried out in the event of the death of an **Insured Person**.

GLASS

In the event of **Damage** to Glass belonging to **You** or for which **You** are responsible at the **Premises** stated in the **Insurance Schedule** during the **Period of Insurance**, subject to the exclusions as stated below. It should be noted that cover is automatically provided under Material **Damage** if **Buildings** cover has been selected in the **Insurance Schedule**.

We will indemnify **You** for such **Damage** including the actual cost of replacing and fixing the Glass in its frame or in its normal location, with Glass of a similar type and quality to the Glass that is broken, provided that **Our** liability under this Insurance, shall not exceed the Sum(s) Insured stated in the **Insurance Schedule**.

In the Event of **Damage** to Glass, **We** will:

29.1. Replace the broken Glass in compliance with the requirement of the European Standards Association and any Statutory Authority; or

29.2. Pay the cost of replacement of such Glass.

EXCLUSIONS

We shall not be liable for **Damage** to:

30.1. Internal or external Glass not shown in the **Insurance Schedule**.

30.2. Property during installation or removal of Glass;

30.3. Glass that is **Stock**; and

30.4. Glass that is only scratched, chipped or discoloured;

30.5. Glass where a **Premises** becomes unattended and remains so for any period of more than 30 consecutive days, unless **Our** written agreement to continue the cover has been obtained.

30.6. the **Excess**, the amount as stated in the **Insurance Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

EXTENSIONS

If Glass shown in the **Insurance Schedule** is accidentally broken during the **Period of Insurance** then **We** will pay the costs that are necessarily incurred by **You** to:

31.1. Effect temporary repairs, install shuttering and employ watchmen or guards;

31.2. Repair or replace:

31.2.1. frames, sign-writing, alarm tapes, coatings;
or

31.2.2. fittings or **Stock**;

that are damaged as a result of Glass breakage;

31.3. Remove and refit fixtures and tiles to allow the repair or replacement of broken Glass; and

31.4. Arrange after hours services, express delivery and labour at overtime rates.

- 31.5. Repair or replace **Stock** that is damaged by such broken Glass.
- 31.6. Comply with current Building regulations that relate to the Glass that is broken.

With the exception of 36.6. the total of all payments under this extension is limited to £1,500 during the **Period of Insurance**.

- 33.3. loss of interest or consequential loss of any kind;
- 33.4. any subsequent acts of **Employee Theft** by the **Employee** who has committed the original act of **Employee Theft** immediately following **Your** discovery of the act;
- 33.5. the **Excess**, the amount as stated in the **Insurance Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

SUPPLEMENTARY CLAUSES

The following supplementary clause is only applicable to this Insurance if the Clause number has been entered in the **Insurance Schedule**:

- 32.1. Advertising (or identification) Signs

If Advertising Signs are shown in the **Insurance Schedule** then **We** will pay up to £2,000 for accidental Loss or **Damage** of identification or advertising signs.

FIDELITY

In the event of **Damage** to **Money** or goods belonging to **You** or for which **You** are responsible at the **Premises** or within the **Territorial Limits** stated in the **Insurance Schedule** during the **Period of Insurance**, directly caused by any act of **Employee Theft**, subject to the exclusions as stated below, **We** will indemnify **You** for such **Damage** provided that **Our** liability under this Insurance, shall not exceed the Sum(s) Insured stated in the **Insurance Schedule**.

EXCLUSIONS

We shall not be liable for:

- 33.1. any acts committed prior to the inception date of first **Period of Insurance** with **Us**;
- 33.2. losses not discovered and reported to **Us** within 24 months of:
- 33.2.1. the death, retirement, resignation or dismissal of an offending **Employee**;
- 33.2.2. the date of termination or expiration of this Insurance;

CONDITIONS

Your compliance and continued observance of the under-noted are conditions precedent to **Our** liability to make any payment under this Insurance:

- 34.1. **Business** Mergers and Consolidations

If **Your Business** is merged or amalgamated with some other concern, or if the **Business** of some other concern shall be consolidated with **Your Business**, **You** shall undertake to give written notice to **Us** and pay the necessary **Premium** as **We** may require for such merger or consolidation.

- 34.2. Discovery and Claims Procedures

You shall undertake to:

- 34.2.1. give written notice to **Us** immediately upon the discovery of any act or acts of **Employee Theft** or of reasonable cause for suspicion of such act or of any want of integrity on the part of any **Employee**, whether giving rise to a claim under this Insurance or not;
- 34.2.2. give all necessary information and assistance in the event of any act or acts of **Employee Theft** giving rise to a claim under this Insurance, enabling **Us** to sue for and obtain reimbursement by the defaulting **Employee** or their Estate of any **Moneys** paid or payable by **Us**.

EXTENSIONS

- 35.1. Auditors Fees

This Insurance extends to cover auditors fees incurred with **Our** written consent in substantiating the amount of the claim under this cover.

35.2. Reasonable cost for rewriting software programmes

This Insurance extends to cover the reasonable costs of re-writing or amending the software programmes or security code systems following the fraudulent use of the computer hardware or software programmes or computer systems the subject of a Fidelity claim which liability has been admitted by **Us**.

DETERIORATION OF FROZEN FOOD STOCK

In the event of **Damage** to any **Frozen Food Stock** whilst contained in refrigerating unit(s) at the **Premises**, directly caused by deterioration or putrefaction arising from:

- 36.1. the rise or fall in temperatures as a result of;
- 36.2. the breakdown or failure of the refrigerating unit(s) by its own inherent fault or accidental means causing the sudden stoppage of the refrigeration process;
- 36.3. the non-operation of the thermostatic or automatic controlling devices forming part of the refrigerating unit(s);
- 36.4. the accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority.
- 36.5. accidental leakage of refrigerant or refrigerant fumes from the refrigerating unit(s).

We will pay to **You** the value of the **Frozen Food Stock** at the time of its **Damage**, subject to the exclusions detailed below, provided that **Our** liability under this Insurance, during any one **Period of Insurance** shall not exceed the Sum(s) Insured stated in the **Insurance Schedule**.

EXCLUSIONS

We shall not be liable for:

- 37.1. any failure of the public supply services which does not exceed thirty consecutive minutes;
- 37.2. failure of the public supply services due to any deliberate act of a public electricity supply authority,

or the restriction in supply caused by strikes or industrial disputes, or the electricity supplier exercising its authority to withhold or ration the supply;

- 37.3. Wear and tear, deterioration or gradually developing flaws or defects in the refrigerating unit(s) or incorrect setting of thermostats and automatic controls;
- 37.4. **Damage** arising from the use of a refrigerating unit(s) over 5 years old at the inception of this Insurance unless **You** have entered into a maintenance agreement with manufacturer, supplier or an authorised firm of refrigeration engineers,
- 37.5. any consequential loss;
- 37.6. the **Excess**, the amount as stated in the **Insurance Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

CONDITIONS

Your compliance and continued observance of the under-noted is a condition precedent to **Our** liability to make any payment under this Insurance:

38.1. Maintenance

You shall undertake to:

- 38.1.1. have in force a planned maintenance programme for the servicing of the refrigerating unit(s) at regular intervals by the manufacturer or a competent refrigeration engineer and a proper record of the programme is kept; and
- 38.1.2. notify **Us** of any defect and take action to remedy such defect.

LOSS OF LICENCE

In the event of the licence for the retail sale of excisable liquors and/or the provision of entertainment at the **Premises** being forfeited or suspended under the provision of the legislation governing such licences or refused renewal by the appropriate licensing authority at

the time of its renewal due to causes beyond **Your** control, **We** will indemnify **You** for:

- 39.1. depreciation in value of **Your** interest in the **Premises**;
- 39.2. the reduction in value of the **Premises** if **You** are unable to obtain a licence for a period of 12 months from the date of the forfeiture of, or suspension of, or refusal to renew, the license(s) and **You** sell the **Premises**;
- 39.3. legal costs and expenses incurred by **You** with **Our** written consent in connection with any appeal against the forfeiture of, or suspension of, or refusal to renew, the license(s);
- 39.4. auditors' or accountants' fees and charges reasonably incurred for producing and certifying details of a claim under this Cover.

Provided that **Our** liability under this Insurance, shall not exceed the Sum(s) Insured stated in the **Insurance Schedule**.

EXCLUSIONS

We shall not be liable for:

- 40.1. the forfeiture of, or suspension of, or refusal to renew the license(s) directly or indirectly caused by:
- 40.2. any town or country planning improvements or redevelopment, compulsory purchase of the **Premises**;
- 40.3. any alteration in the licensing laws;
- 40.4. **Your** misconduct or procurement or connivance or neglect or omission to take any step necessary for keeping the license(s) in force unless **You** can prove to **Our** reasonable satisfaction that such matter was beyond **Your** power or control;
- 40.5. seepage and/or pollution and/or contamination unless it is discovered during the Period of Insurance and is the direct cause of a loss hereunder;
- 40.6. the **Premises** not being maintained in a good state of sanitary condition or repair;
- 40.7. the **Premises** being closed for any period not required by the law unless **You** can prove to **Our**

reasonable satisfaction that such matter was beyond **Your** power or control;

- 40.8. any alterations **You** have made to the **Premises** which required the consent of the licensing or local authority and which have been undertaken without their appropriate consent;
- 40.9. **Your** financial failure, default, insolvency, liquidation;
- 40.10. the possession, use, supply or sale of illicit drugs by any persons on the **Premises** or in its environs;
- 40.11. any legislation or Byelaw where **You** are entitled to obtain compensation.
- 40.12. undeclared costs and expenses which have not been declared to and agreed by **Us**;
- 40.13. the **Excess**, the amount as stated in the **Insurance Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

CONDITIONS

Your compliance and continued observance of the under-noted are conditions precedent to **Our** liability to make any payment under this Insurance;

You shall undertake to:

- 41.1. make all necessary arrangements for the successful fulfilment of the **Business** in a prudent and timely manner and do all things necessary to avoid or diminish a loss under this Cover;
- 41.2. ensure all necessary documents including licences, visas and permits are obtained and are current for the **Period of Insurance** and that all contractual arrangements have been confirmed in writing by **You**;
- 41.3. in the event of the death of **Your** directors or partners, **Your** bankruptcy or **Your** incapacity or **Your** desertion of the **Premises** or conviction for any offence (where such convictions affects the character or reputation of the convicted person) of the tenant manager occupier or licence holder, **You** shall where practicable and at **Our** request procure a suitable person as a replacement and to whom the justices will transfer the Licence(s) or grant the licence(s) by way of renewal;

- 41.4. give **Us** notice in writing immediately on becoming aware of any:
- 41.5. complaint against the **Premises** or the control thereof;
- 41.6. proceedings against or conviction of the licence holder manager or occupier of the **Premises** for any breach of licensing law or any matters whereby the character or reputation of the person concerned is affected or called into question;
- 41.7. transfer or proposed transfer of the Licence(s);
- 41.8. alteration in the purpose for which the **Premises** are used;
- 41.9. objection to renewal or other circumstances which may endanger the Licence(s) or renewal thereof;
- 41.10. application for revocation of the Licence(s);
- and supply such additional information and give such assistance as **We** may reasonably require.
- 42.3.1. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any **Information Technology**, hardware, programme or software and/or any microchip, integrated circuit or similar device in the **Information Technology** or non-computer equipment, whether **Your** property or not; or
- 42.3.2. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such **Information Technology**, hardware, **Proprietary Software Programs** programme or software and/or any microchip, integrated circuit or similar device in the **Information Technology** or **Your** Property or not, non-computer equipment, whether **Your** Property or not.

GENERAL EXCLUSIONS

We shall not be liable for:

- 42.1. Acquisition of Companies
- 42.1.1. any company or other legal entity acquired during the **Period of Insurance**; or
- 42.1.2. any property associated with such company or any other legal entity or **Business** undertaking or operation.
- Unless advised to **Us** and agreed by **Us** in writing with any additional **Premium** that **We** may require being paid by **You**.
- 42.2. Civil Commotion in Northern Ireland
- Damage** to any **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by or arising from Civil Commotion occurring within the Provinces of Northern Ireland.
- 42.3. Date Recognition
- Damage** or cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
- 42.4. Fraud
- Damage** resulting from fraud forgery or deception or involving Theft or any attempt thereof, which any director partner or **Employee** or any member of the **Your** family is involved as principal or accessory unless the incident is the subject of the Insurance under Fidelity.
- 42.5. Influenza and Foot and Mouth Disease
- Damage** to the **Property Insured** or consequential loss at the **Premises** directly or indirectly caused by or contributed to, by, or arising from:
- 42.5.1. Influenza or any mutant variation thereof,
- 42.5.2. Foot and Mouth Disease or any mutant version thereof,
- 42.5.3. the actual or perceived fear or threat of Influenza or Foot and Mouth Disease,
- 42.5.4. any action taken in containing, controlling or preventing the outbreak of Influenza or Foot and Mouth Disease.

This Exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the **Damage** or cost, claim or expense.

42.6. Pollution

Damage to the **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by or arising from the discharge dispersal release or escape of **Pollutants** except where the **Damage** to the **Property Insured** is caused by:

- 42.6.1. the discharge dispersal release or escape of **Pollutants** is the direct result of the operation of an Insured Peril;
- 42.6.2. an Insured Peril which is the direct result of the discharge dispersal release or escape of **Pollutants**.

42.7. Radioactive Contaminations

Damage to any **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by or arising from:

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

42.8. Sonic Bangs

Damage to the **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by or arising from pressure waves caused by **Aircraft** or other aerial devices travelling at sonic or supersonic speeds.

42.9. Terrorism

Damage to any **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by, or arising from **Terrorism** (including, without limitation, contemporaneous or ensuing loss caused by fire and/or looting and/or theft).

In any claim and in any action, suit or other proceedings to enforce a claim under this Insurance the burden of proving that such claims does not fall within the **Terrorism** exclusion set out above shall be upon **You**.

42.10. War and Associated Risks

Damage to any **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by, or arising from war invasion or 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.

GENERAL CONDITIONS

The following General Conditions apply to all the Covers unless stated otherwise.

43.1. Alteration

This Insurance shall be voided, (unless notified to **Us** and agreed by **Us** in writing) if:

- 43.1.1. any alteration be made either in the **Business** or in the **Premises** or **Property Insured** therein or in any other circumstances whereby the risk of **Damage** is increased;
- 43.1.2. **Your** interest ceases except by death, operation of law or will;
- 43.1.3. the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued.

43.2. Compliance with Conditions

The due observance and fulfilment of the terms and conditions of this Insurance and of any **Endorsements** attaching hereto so far as they relate to anything to be done or complied with by **You** shall be a condition precedent to **Our** liability to make any payment under this Insurance.

43.3. Contracts (Rights Of Third Parties) Act 1999 Clarification

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

43.4. Interpretation and Jurisdiction

Any phrase or word in this document will be interpreted in accordance with the Law of England and Wales. This Insurance, the **Insurance Schedule** and any **Endorsements** attached hereto shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear such specific meaning wherever it may appear.

Any dispute concerning the interpretation of the terms conditions limitations or exclusions contained herein is understood and agreed by both **You** and **Us** to be subject to the law of English and Wales. Each party agrees to submit to the **Jurisdiction** of any court of competent **Jurisdiction** of the English and Welsh courts and to comply with all requirements necessary to give such court **Jurisdiction**.

All matters arising hereunder shall be determined in accordance with the law and practice of such court.

43.5. Law of England and Wales

This Insurance will be governed by and construed in accordance with the Law of England and Wales. **We** and **You** agree to submit to the exclusive **Jurisdiction** of the English and Welsh courts unless otherwise noted in the **Insurance Schedule**.

43.6. Misrepresentation

In the event of **Us** being entitled at any time to avoid this Insurance by reason of any nondisclosure and/or misrepresentation by **You** in the Presentation or Proposal for this Insurance; **We** may at **Our** discretion give written notice to **You** that **We** regard this Insurance as being in full force and effect except that **We** shall exclude from the indemnity afforded under the Insurance any claim which has or may arise and which is in any way related to the information which should have been disclosed and/or the matters misrepresented to **Us**. The Insurance shall then continue in full force and effect but will exclude the particular claim or possible claim referred to in the written notice, as if this exclusion had been specifically endorsed on the Insurance.

43.7. Observance of Terms

Our liability will be conditional upon any person claiming indemnity under this Insurance complying

with its terms. The truth of the statements and answers in the proposal and all information given to **Us** in relation to this Insurance shall be a condition precedent to **Our** liability to make any payment hereunder.

You shall give notice as soon as reasonably practicable of any fact or event which materially affects the risks insured and agree to pay any additional **Premium** that **We** may require.

43.8. Precautions

You shall take all reasonable precautions:

43.8.1. for the Safety of the **Property Insured**;

43.8.2. in checking the credentials of the **Employees You** engage;

43.8.3. in complying with all regulatory and other statutory obligations imposed by any authority;

43.8.4. to prevent or diminish any **Damage** which may give rise to a claim under this Insurance.

43.9. Underinsurance (Average)

Each **Sum Insured** under the Covers (unless indicated or stated otherwise) is subject to Average whereby if the **Property Insured** by this Insurance shall at the commencement of any **Damage** be collectively of greater value than such **Sum Insured** then **You** shall be considered as being **Your** own insurers for the difference and shall bear a rateable share of the loss accordingly.

43.10. Risk Improvements

You shall ensure that any risk improvements deemed as requirements by **Us** following a survey or surveys of the risk shall be complied with and implemented within the time specified by **Us**. **We** reserve the right to review all the terms and conditions of the Insurance following the survey or surveys.

43.11. The **Insurance Schedule** and the Insurance Covers

The **Insurance Schedule** (which shall include any subsequent Renewal **Schedule**) and the Covers shall be deemed to be incorporated in and form part of this Insurance and the expression "this

Insurance" wherever used in this Contract shall be read as including the said **Insurance Schedule** and the Covers.

CLAIMS CONDITIONS

- 44.1. If an event giving rise to a claim under this Insurance occurs, **Your** responsibilities following a Claim are to:
- 44.1.1. notify the police within 24 hours of the discovery of any incident arising from malicious persons, theft or attempted theft, and **Damage** to **Money** by any cause;
 - 44.1.2. notify **Us** immediately and submit full written details no later than 7 days after the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers;
 - 44.1.3. notify **Us** within 30 days of any other incident occurring (or such further time as **We** may allow in writing) and provide **Us** with written details;
 - 44.1.4. provide **Us** with all proofs and information in relation to a claim that they may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters;
 - 44.1.5. take immediate action to minimise any further **Damage** to the **Property Insured** and to avoid the interruption or interference with the **Business**;
 - 44.1.6. make no admission offer promise payment or indemnity without **Our** written consent;
 - 44.1.7. pass every letter claim writ summons and process to **Us** immediately upon receipt.
- No claim under this Insurance shall be payable unless the terms of this condition have been complied with.
- 44.2. If an event giving rise to a claim under this Insurance occurs please provide details by contacting the Claims Department at:

Sportscover Europe Ltd,
PO Box HQ 420,
St Helen's, 1 Undershaft,
London EC3P 3DQ

Telephone: +44 (0)20 7398 4080,
Fax: +44 (0)20 7398 4090
Email: europe.claims@sportscover.com

- 44.3. **Our** responsibilities following a Claim
- 44.3.1. **We** shall have sole control of all claims procedures and settlements;
 - 44.3.2. On the happening of an event which gives rise to a claim under this Insurance **We** and any person authorised by **Us** may without thereby incurring any liability or diminishing any of **Our** rights under this Insurance enter take or keep possession of the **Premises** where the event occurred and take possession of or require to be delivered to them any **Property Insured** and deal with such property for all reasonable purposes and in any manner;
 - 44.3.3. If **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us** in carrying out any of the above mentioned acts then all benefit under this Insurance shall be forfeited;
 - 44.3.4. No property may be abandoned to **Us** whether taken possession of by **Us** or not.

ARBITRATION

If any difference shall arise as to the amounts to be paid under this Insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions.

OTHER INSURANCES

If there are any other insurances effected by **You** or on **Your** behalf covering any of the subject matter in this Insurance but are subject to any provision whereby they are excluded from ranking concurrently with this Insurance either in whole or in part or from contributing rateably

to the **Damage**, then **Our** liability shall be limited to such proportion of the **Damage** as the **Sum Insured** bears to the value of the **Property Insured**. If any other insurances effected by **You** or on **Your** behalf are subject to any condition of average, this Insurance shall be subject to average in like manner, if not already on this basis.

REINSTATEMENT

If **We** opt or become bound to reinstate any **Property Insured**, **You** shall at **Your** own expense produce and give **Us** all such plans documents books and information as **We** may reasonably require. **We** shall not be bound to reinstate exactly or completely but only as circumstances permit and reasonably sufficient up to the Sums Insured.

SUBROGATION

Any claimant under this Insurance shall at **Our** request and at **Our** expense take and permit to be taken all such acts and steps as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or subrogated upon its paying any loss under this Insurance before or after indemnification by **Us**.

CANCELLATION

- 45.1. **We** may cancel this Insurance for any reason by giving written notice to **You** at **Your** last known address confirming that all cover will cease 30 days after the date of **Our** notice. **We** will return a rateable proportion of any **Premium** paid by **You** in respect of any unexpired cover (if any).
- 45.2. **You** may cancel this Insurance within 14 days after the Inception Date by writing to **Us** and **We** will refund any **Premium** and Insurance **Premium** Tax that may have been collected provided that no claim has been notified to **Us**. If **You** do not do so **You** will be deemed to have accepted this Insurance and to have agreed to be bound by its terms and conditions. Thereafter, **You** have the right to cancel this Insurance at any time by giving **Us** written notice at **Our** Registered Office. Cancellation will be effective upon receipt of the written notice by **Us**. If cancelled within 6 months of the Period of Insurance (from) date as detailed

in the **Insurance Schedule**, **We** will return a rateable proportion less 1 calendar month of any **Premium** paid by **You** in respect of any unexpired cover, provided that no claim has been notified to **Us**. Thereafter no return **Premium** will be payable.

COMPLAINTS PROCEDURE

- 46.1. It is always **Our** intention to provide a first class standard of service. However, if **You** have any cause for complaint, in the first instance, please contact the Intermediary who arranged this insurance.

Should the matter not be resolved to **Your** satisfaction please write to the Operations Director of:

JRW Group Services Ltd,
The Royals,
Altrincham Road,
Manchester M22 4BJ

If the complaint is not dealt with to **Your** satisfaction the matter at any time may be referred to:

Policyholder & Market Assistance,
Lloyd's,
One Lime Street,
London EC3M 7HA

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 47.1. Only **You** and **Us** can enforce, vary or rescind the terms of this insurance contract. The provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply.

DATA PROTECTION ACT 1998

- 48.1. It is understood by **You** that any information provided to **Us** regarding **You** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

SANCTION LIMITATION AND EXCLUSION CLAUSE

- 49.1. The Underwriters shall not provide cover nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



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