



NODA Insurance

Combined Policy for Amateur Theatre Groups,
in association with
the National Operatic and Dramatic Association

Insurance Policy document

noda
INSURANCE

ageas®

NODA INSURANCE

Combined Policy for Amateur Theatre Groups, in association with the National Operatic and Dramatic Association

The **INSURED** has applied for this insurance to Ageas Insurance Limited (The **COMPANY**) by a **PROPOSAL** which is the basis of this contract and is deemed to be incorporated herein and in consideration has paid or agreed to pay the premium

In return the **COMPANY** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms conditions and exclusions of this Policy

This Policy the Schedule and any Endorsements shall be read together as one document

The Policy has been signed for and on behalf of Ageas Insurance Limited



François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

This policy forms part of the contract with the **COMPANY**

Please read this policy carefully to ensure that it meets your requirements.

If you have any queries please contact Lloyd & Whyte Ltd who will be pleased to help.

This policy should be kept in a safe place - you may need to refer to it if you have to make a claim.

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Please check your Policy Schedule to see which Sections are operative

INTRODUCTION

YOUR POLICY

This is your Policy, please keep it in a safe place. Your Policy is a valuable document and we recommend that you study it carefully particularly the pages headed **GENERAL EXCLUSIONS** and **GENERAL CONDITIONS**. You may find the pages headed **DEFINITIONS** helpful as we have set out the meaning of some words and terms.

The Policy is divided into a number of Sections. The Schedule will show you those Sections that are operative and how much you are insured for.

Your Policy provides cover against clearly specified events but in common with other insurances only against those events. Your Policy is not a "maintenance contract" and does not provide cover for normal wear, tear or deterioration. It is your continuing responsibility to ensure that your property is properly maintained and kept secure.

If you have any queries or wish to change your Policy cover, you should contact Lloyd & Whyte Ltd immediately. If the cover provided by this Policy does not meet your requirements, please return all your documents within 14 days of receipt to Lloyd & Whyte Ltd and we will return any premium paid in full, unless a claim has been submitted under the Policy.

INSURED VALUES

It is your responsibility to make sure that the amounts you are insured for represent the full value of your property. If you do not maintain Sums Insured to represent the full value of your property, any payment made following a claim may be reduced. You can increase your Sums Insured at any time by contacting us.

All communications should be addressed to:

Lloyd & Whyte Ltd, Affinity House, Bindon Road, Taunton Somerset TA2 6AA
Telephone 01823 250736
Fax 01823 270357
email noda@lloydwhyte.com

MAKING A CLAIM

If anything happens which may result in a claim being made:

Please refer to your schedule for details of the telephone number and reference number which you will need to quote.

Make Safe and Secure

Prevent further **damage** and arrange for emergency repairs. For example, if you have frozen pipes, you should turn off the water supply and if necessary call out a 24 hour plumber.

Tell the Police

Advise them immediately of any **damage** caused by theft, attempted theft, malicious persons, or any loss of **Property**. Take all practical steps to discover the guilty persons and recover the Property lost or stolen.

Tell Us

If any incident occurs within ordinary office hours (8.30am to 6.00pm, Monday to Friday and 9.00am to 12.00 noon, Saturday) which might result in a claim, contact Lloyd & Whyte as soon as possible, quoting the reference number shown in the schedule. Alternatively you can write to Lloyd & Whyte at the address shown below, who will be able to advise you.

Lloyd & Whyte Limited, Claims Department, Affinity House, Bindon Road, Taunton, Somerset, TA2 6AA
Telephone: 01823 250700
Fax: 01823 270357
Email: info@lloydwhyte.com

Outside of the above hours and at weekends and bank holidays you must contact Ageas Insurance Limited direct on 0345 122 3283. The claims handler will ask your name, policy number and full details of the loss circumstances. You will be advised on the procedures and what documentation is required by us to deal with your claim.

Alternatively you can fax details on 0345 122 3017 or write to Commercial Claims, Ageas Insurance Limited, Ageas House, The Square, Gloucester Business Park, Brockworth, Gloucester GL3 4FA.

For loss or **damage**: obtain 2 estimates for repairs or replacement (as appropriate).

Do not delay sending in the claim form until you get the estimates - simply tell us on the form that they are being obtained, and send them to us when you have them.

For incidents involving **damage** to other people's Property or Injury to others; do not admit liability or offer any payments. Send us written details of the incident along with the names and addresses of any witnesses immediately. Send us every letter or other documents alleging liability or negligence, unanswered. It is very important that these are dealt with, by us, immediately.

Keep Evidence

Keep all damaged property and other evidence for inspection until you are advised by the Police and the person handling your claim that you may dispose of it.

SPECIAL BENEFITS – HELPLINES

As an Ageas policyholder with a current policy you are automatically entitled to the following helpline services. All helplines apply to the UK unless otherwise stated. To help Ageas check and improve service standards calls are recorded.

BUSINESS LEGAL ADVICE - 0345 122 8931

This helpline is available 24/7, 365 days a year to provide confidential legal advice over the phone on legal problems affecting your business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

UK TAX ADVICE - 0345 122 8931

This helpline is available between 9.00am and 5.00pm from Monday to Friday to provide confidential advice over the phone on any tax matters affecting your business, under the laws of the United Kingdom.

BUSINESS EMERGENCY ASSISTANCE - 0345 122 8935

This helpline is available 24/7, 365 days a year to arrange help straight away if an unforeseen emergency causes damage to your business premises or creates a health and safety hazard. We will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility.

CONFIDENTIAL COUNSELLING HELPLINE - 0345 122 8934

This helpline is available 24/7, 365 days a year offering confidential support if an employee needs help to cope with a source of upset, stress or anxiety. Due to their sensitivity counselling calls are not recorded.

Please do not phone the helpline service numbers to report a general insurance claim.

We will not accept responsibility if the helpline services fail for reasons beyond our control.

OUR CUSTOMER CARE POLICY

WHAT TO DO IF YOU HAVE A COMPLAINT

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible.

If your complaint is about the way your **policy** was sold to you, please contact Lloyd & Whyte to report your complaint at:

Lloyd & Whyte Ltd
Affinity House
Bindon Road
Taunton
Somerset TA2 6AA

Tel: 01823 250700
Email: info@lloydwhyte.com

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation.

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

Customer Services Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:

- tell you what we have done to resolve the problem; or
- acknowledge your complaint and let you know when you can expect a full response.

We will also let you know who is dealing with the matter. We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response. If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service if:

- you have an annual turnover of less than EUR 2million and fewer than 10 employees and,
- if for any reason you are still dissatisfied with our final response, or
- if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

Following the complaints procedure does not affect your rights to take legal proceedings.

FINANCIAL SERVICES COMPENSATION SCHEME

In the event that Ageas Insurance Limited is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at www.fscs.org.uk.

PRIVACY NOTICE

Please read this notice carefully as it contains important information about **our** use of **personal information**.

In this notice, **we** and **us** and **our** mean Ageas Insurance Limited and **you** and **your** mean the **Insured** as defined in the Definitions Section of the Policy wording. **Personal information** means any information **we** have about **you** and the other people insured under **your** policy such as any director, officer, partner or employee of **your** business or any other person connected with **your** business.

Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

SENSITIVE INFORMATION

Some of the **personal information** that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

HOW WE USE PERSONAL INFORMATION

We are part of the Ageas group of companies. **We** may share **personal information** with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to www.ageas.co.uk.

We will use **personal information** to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use **personal information** to assess **your** insurance application and provide information to credit reference agencies.

We may research, collect and use data about **you** from publicly available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share **personal information** with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

We will share **personal information** with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

You can ask for further information about **our** use of **personal information**. If **you** require such information, please write to the Data Protection Officer at the address set out below.

PREVENTING AND DETECTING CRIME

We may use **personal information** to prevent crime. In order to prevent and detect crime **we** may:

- check **personal information** against **our** own databases;
- share it with fraud prevention agencies. **Your personal information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant **personal information** with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

DEALING WITH OTHERS ON YOUR BEHALF

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or any director, officer, partner or employee of **your** business or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy.

MARKETING

We may use **personal information** and information about **your** use of **our** products and services to carry out research and analysis.

We will only use **personal information** to market **our** products and services to **you** if **you** agree to this.

MONITORING AND RECORDING

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

FURTHER INFORMATION

You are entitled to receive a copy of any personal information we hold about you. If you would like to receive a copy, or if you would like further information on, or wish to complain about, the way that we use personal information, please write to:

Data Protection Officer
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Hampshire
SO53 3YA

giving your name, address and insurance policy number. We may charge you a small fee for this.

If we change the way that we use personal information, we will write to you to let you know. If you do not agree to that change in use, you must let us know as soon as possible.

DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within this Policy the Schedule and Extensions

ABANDONMENT

the inability of the **INSURED** to keep an **EVENT** open during the whole of the published period of that **EVENT** after its commencement

ACCIDENTAL DAMAGE

unexpected and unintended damage caused by sudden and external means

AIRSIDE

those parts of airport and/or airfield premises to which the public and/or passengers do not have free and/or authorised access

BUILDINGS

the buildings at the **PREMISES** and unless otherwise stated in the Schedule are solely

- occupied by the **INSURED** for the **BUSINESS**
- heated by low pressure hot water apparatus oil fired space heaters fed from fuel tanks in the open gas appliances using gas from a public supply or electrical appliances

and unless otherwise stated any item for the insurance of **BUILDINGS** includes

- (1) landlords fixtures and fittings in and on the **BUILDINGS**
- (2) garages small outside buildings fixed central heating oil/gas tanks and other fixed storage tanks septic tanks annexes and gangways
- (3) walls gates fences drives yards car parks pavements footpaths and private roads
- (4) the public service telephone gas water and electricity pipes cables wires and associated control gear and accessories (including meters and covers) extending from the **BUILDINGS** to the public mains

all the property of the **INSURED** or for which the **INSURED** is responsible and forming part of the **PREMISES**

BUSINESS

the **BUSINESS** as stated in the Schedule and for the purpose of Section 2 Legal Liability and its Extensions includes

- (1) the provision and management for the benefit of the **INSURED DIRECTORS PARTNERS** or **EMPLOYEES** of canteen social sports educational or welfare activities and first aid fire security and ambulance services
- (2) the ownership and routine maintenance and repair of the **PREMISES** from which the **BUSINESS** is conducted
- (3) the performance of private work undertaken by any **EMPLOYEE** (with the consent of the **INSURED**) for the **INSURED** or any **DIRECTOR PARTNER** or senior official of the **INSURED** in connection with the **BUSINESS** specified in the Schedule and not in connection with any other activity

BUSINESS HOURS

hours during which the **INSURED** a **DIRECTOR** a **PARTNER** or an **EMPLOYEE** is at the **VENUE** for the purposes of an **EVENT**

CANCELLATION

the inability of the **INSURED** to open an **EVENT**

COMPANY

Ageas Insurance Limited

COMPUTER EQUIPMENT

electronic data processing and/or word processing equipment including but not limited to all processing units screens keyboards printers scanners disk and tape drives telecommunication and networking equipment and spare components for such equipment and data carrying materials used in connection with such equipment but excluding programmes and software not being proprietary branded data or telephone systems

CONTINGENCY

the unavoidable **CANCELLATION ABANDONMENT POSTPONEMENT CURTAILMENT RELOCATION** or **RESCHEDULING** of an **EVENT**

DEFINITIONS (continued)

CONTRACTORS

any person persons company firm or organisation which is or are on the **PREMISES** specified in the Schedule for the purpose of carrying out construction alteration extension or repairs to **BUILDINGS** or **PROPERTY**

COSTS AND EXPENSES

the monies paid or for which the **INSURED** is irrevocably liable up to the date of the occurrence of the **CONTINGENCY** directly in connection with an **EVENT**

CURTAILMENT

the inability of the **INSURED** to keep an **EVENT** fully open as published for the whole published period of such **EVENT**

DAMAGE

accidental loss damage or destruction

DEFINED PERILS

fire lightning explosion theft earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by an road vehicle or animal or any article dropped from a road vehicle

DIRECTOR

a director of the **INSURED** where the **INSURED** is a Limited Company

EMPLOYEE

any

- (1) person under a contract of service or apprenticeship with the **INSURED**
 - (2) self-employed person labour only sub-contractor labour master or person supplied by any of them
 - (3) person seconded to acquire work experience under a scheme or otherwise
 - (4) person hired to or borrowed by the **INSURED**
 - (5) voluntary helper whether paid or unpaid
- whilst working for or assisting the **INSURED** in the course of the **BUSINESS**

EVENT

a theatrical operatic or musical production or event presented or to be presented by the **INSURED** in connection with the **BUSINESS**

EXCESS

the amount that will be deducted by the **COMPANY** from the total agreed amount of any claim (only one **EXCESS** will be deducted from the total amount for claims arising out of one event) after the application of any reduction due to any General Provision of Underinsurance

This definition will not apply to Section 2 Legal Liability and its Extensions which has Special Definitions

INCREASE IN COST OF WORKING

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **RENT RECEIVABLE** which but for that expenditure would have taken place during the **INDEMNITY PERIOD** in consequence of the **DAMAGE**

INDEMNITY PERIOD

The period beginning with the occurrence of the **DAMAGE** and ending not later than the maximum indemnity period specified in the schedule afterwards during which the results of the **BUSINESS** shall be effected in consequence of the **DAMAGE**

INJURY

bodily injury death illness disease or shock causing bodily injury

INSURED

the person persons corporate body or Society named in the Schedule including

- (1) the subsidiary companies of the **INSURED** notified to and accepted in writing by the **COMPANY**
- (2) the legal personal representatives in the event of the **INSURED'S** death in respect of legal liability incurred by the **INSURED**

INSURED PERSON

any official honorary official principal member of the chorus or cast or any other member or voluntary helper of the **INSURED**

MONEY

coins bank and currency notes used as legal tender bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants travellers cheques unused current postage stamps holiday with pay stamps National Insurance stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift record or similar tokens consumer redemption vouchers trading stamps telephone cards travel tickets and cards season tickets (when not recompensed by the issuing authority) unexpired units in franking machines and VAT purchases invoices

all belonging to the **INSURED** or for which the **INSURED** is responsible and pertaining to the **BUSINESS**

OFFSHORE

as from the time when the **INSURED DIRECTORS PARTNERS** or **EMPLOYEES** or any other person or persons for whom the **INSURED** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

PARTNER

a partner of the **INSURED** where the **INSURED** is a partnership

PERILS INSURED

Fire Lightning Explosion and Special Perils as fully defined within Section 7 Buildings (where applicable)

POLLUTION OR CONTAMINATION

- (1) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all **INJURY** physical loss or physical damage to material property directly or indirectly caused by pollution or contamination

arising from **SEEPING** or **POLLUTING** or **CONTAMINATING SUBSTANCES**

POSTPONEMENT

the inability of the **INSURED** to open an **EVENT** on the published opening day

PREMISES

the **BUILDINGS** and land used for the **BUSINESS** and situate as stated in the Schedule

This definition will not apply to Section 2 Legal Liability and its Extensions which has Special Definitions

PRINCIPAL

any public authority government body company firm organisation or person for whom the **INSURED** is undertaking a contract

DEFINITIONS (continued)

PROPERTY

- (1) scenery wardrobes curtains musical instruments theatrical equipment and all theatrical property excluding **COMPUTER EQUIPMENT**
- (2) office or domestic equipment and machinery excluding **COMPUTER EQUIPMENT**
- (3) documents manuscripts business books band parts scores and scripts
- (4) stock and materials in trade work in progress and finished goods including wines and spirits but excluding cigarettes and tobacco
- (5) **COMPUTER EQUIPMENT**
- (6) computer systems records and data carrying materials for an amount not exceeding £5,000 in respect of any one loss
the property of the **INSURED** or for which the **INSURED** is responsible and provided that such property is not otherwise insured
- (7) **DIRECTORS PARTNERS EMPLOYEES** and members personal effects and clothing for an amount not exceeding £500 in respect of any one person whilst in any **VENUE** where an **EVENT** is taking place

PROPOSAL

any signed proposal form and declaration or any Risk Statement of Facts and any other information in connection with this insurance supplied by or on behalf of the **INSURED**

RELOCATION

the unavoidable removal from the published **VENUE** of an **EVENT** to an alternative **VENUE**

REMEDIATION

includes "remediation" under the Environment Act 1995

RENT RECEIVABLE

The money paid or payable to the **INSURED** for accommodation and services provided as landlord (including service charges unless excluded by endorsement) at the **PREMISES** shown on the schedule

RESCHEDULING

the unavoidable rescheduling of an **EVENT** to an alternative date

SEEPING OR POLLUTING OR CONTAMINATING SUBSTANCES

any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

TERRITORIAL LIMITS

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

This definition will not apply to Section 2 Legal Liability and its Extensions which has Special Definitions

TRANSIT

a journey for the conveyance of property including but not limited to **MONEY** to a destination

UNOCCUPIED

empty or mainly empty and not in regular use by the **INSURED**

VENUE

the buildings where an **EVENT** is being staged or hosted in connection with the **BUSINESS**

This definition will not apply to Section 2 Legal Liability and its Extensions which has Special Definitions

WORKMEN

any person persons company firm or organisation which is or are on the **PREMISES** specified in the Schedule for the purpose of carrying out repairs decoration general maintenance and minor alterations to **BUILDINGS** or **PROPERTY**

SECTION 1 PROPERTY

THE INSURANCE

If **DAMAGE** occurs to **PROPERTY** during the Period of Insurance whilst anywhere within the **TERRITORIAL LIMITS** the **COMPANY** will pay to the **INSURED** the amount of loss as stated in the Basis of Settlement

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

- (i) the **EXCESS** of £100 in respect of each and every loss except in respect of personal effects where an **EXCESS** of £50 applies in respect of each and every loss
- (ii) property more specifically insured
- (iii) loss from any unattended motor vehicle unless the vehicle has in full and effective operation all security devices and all doors windows and boot or hatchback are closed and securely locked
- (iv) erasure destruction or corruption of data recorded on data carrying materials that are mounted in or on any **COMPUTER EQUIPMENT** insured under this Section
- (v) direct or indirect consequential loss or damage of any kind or description
- (vi) **DAMAGE** caused by
 - (a) riot civil commotion or strikes occurring outside the **TERRITORIAL LIMITS**
 - (b) wear and tear deterioration corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould marring scratching moths vermin insects atmospheric conditions action of light or any other gradually operating cause
 - (c) any process of cleaning dyeing repairing restoring or maintenance
 - (d) overwinding or mechanical electrical or computer breakdown failure or derangement in respect of the particular machine apparatus or equipment in which the breakdown failure or derangement originates
 - (e) confiscation detention or seizure by customs or other public officials or authorities
 - (f) theft from any yard garden open space or any outbuilding
 - (g) wind rain hail sleet snow frost flood or dust to any moveable property in the open or to fences or gates.
- (vii) **DAMAGE** to
 - (a) contact or corneal lenses
 - (b) jewellery
 - (c) precious stones precious metals bullion furs curiosities works of art or rare books
 - (d) **MONEY**
 - (e) livestock and pets
 - (f) securities of any kind
 - (g) glass (other than lenses but not contact lenses) or articles of a brittle nature
 - (h) any property resulting from its undergoing any process of production packing treatment testing commissioning or servicing but this will not apply to any **DAMAGE** caused by a **DEFINED PERIL** and not otherwise excluded

SECTION 1 PROPERTY (continued)

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

- (i) any electrically driven machine or apparatus directly caused by its own over-running short-circuiting self-heating or by the application of excessive electrical energy or mechanical derangement not arising from external impact*
- (j) any component part of any item insured while such part is removed from its normal position in the item*
- (viii) **DAMAGE** by theft or attempted theft contributed to or caused by any member of the **INSURED** or **EMPLOYEE***
- (ix) breakage of strings reeds or drum skins or heads of musical instruments*

SECTION 1 PROPERTY - EXTENSIONS

The Insurance by this Section is extended as described below

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

1. Automatic Reinstatement of Sum(s) Insured

Unless the **COMPANY** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that the **INSURED** pays the appropriate additional premium and tax

2. Replacement of Locks

This Section also insures the cost incurred in replacing locks or the lock mechanism following theft of keys to the locks of the external doors of the **PREMISES** or any **VENUE**

3. Identity Fraud

This section also insures the following reasonable and necessary expenses that the **INSURED** has to pay solely and as a direct result of **IDENTITY FRAUD**:

- (a) solicitors fees to defend a claim against the **INSURED** by financial institutions to remove incorrect judgements to challenge a credit rating or witness the **INSURED'S** signature
- (b) the cost of sending letters by recorded delivery and making telephone calls to the police financial institutions and credit agencies
- (c) fees charged when the **INSURED** re-applies for commercial loans originally rejected.

Any amount in excess of £5,000 in any period of insurance

The following definition applies in respect of this extension

IDENTITY FRAUD

An individual or group of persons knowingly using a means of identification belonging to the **INSURED** without the **INSURED'S** knowledge or authorization and with the intention of committing or helping a third party to commit an illegal act.

4. Additional Hiring Charges

This section also insures

- (a) the additional costs necessarily and reasonably incurred by the **INSURED** in connection with the hire of similar alternative or replacement property
- (b) the additional continuing hiring charges for which the **INSURED** is responsible under the conditions of hire

*Any amount in excess of 10% of the Sum Insured on **PROPERTY** or £500 whichever is the less in respect of each and every claim*

following **DAMAGE** to **PROPERTY** hired by the **INSURED** and insured by this section

SECTION 1 PROPERTY – BASIS OF SETTLEMENT

1. In respect of **PROPERTY** (other than computer systems records data carrying materials documents manuscripts business books band parts scores and scripts stock and materials in trade including wines and spirits) the **COMPANY** will pay

- A the cost of reinstatement being
- (i) where the property is lost or destroyed the cost of its replacement by similar property as new
 - (ii) where the property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new without deduction for wear and tear or depreciation except in respect of clothes costumes wardrobes furs curtains linen and similar items **DIRECTORS PARTNERS EMPLOYEES** and members' personal effects and clothing in which event the **COMPANY** will at its option pay the cost of replacement restoration or repair less a deduction for wear and tear or depreciation
- B the cost of complying with European Union Legislation or Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereinafter called The Stipulations) being such additional cost of reinstatement of the property as may be incurred with the **COMPANYS** consent solely by reason of the necessity to comply with The Stipulations first imposed upon the **INSURED** following **DAMAGE** provided that the reinstatement is completed within twelve months of the occurrence of the **DAMAGE** or within such further time as the **COMPANY** may in writing allow
- C the cost of removing debris being the cost incurred with the **COMPANYS** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
- (i) incurred in removing debris from outside the site of the **PREMISES** at which the **DAMAGE** has occurred other than from the area immediately adjacent to that site
 - (ii) arising from pollution or contamination of property not insured by this Section
- D the cost of professional fees being those necessarily incurred in the reinstatement of the property but not for preparing any claim

The undernoted provisions apply

(1) European Union Legislation or Public Authority requirements

The **COMPANY** will not be liable for

- (i) requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are excluded from the Insurance)
- (ii) any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of The Stipulations
- (iii) any amount in excess of 15% of the Sum Insured of the relevant Item or where the Sum Insured of the relevant Item applies to property at more than one **PREMISES** 15% of the total amount for which the **COMPANY** would have been liable had the property insured by the Item at the **PREMISES** where the **DAMAGE** occurred been wholly destroyed
- (iv) the cost incurred in complying with The Stipulations for which there is an existing requirement which has to be implemented within a given period

(2) Partial Damage

Where **DAMAGE** occurs to only part of the property the **COMPANYS** liability will not exceed the amount which the **COMPANY** would have been liable to pay had the property been wholly destroyed

(3) Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the **INSURED** provided that it does not increase the **COMPANYS** liability

(4) Alternative Basis of Settlement

The **COMPANYS** liability will be limited to the Alternative Basis of Settlement (as defined below)

- (i) until the cost of reinstatement has actually been incurred
- (ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- (iii) if at the time of its **DAMAGE** the property is covered by any other insurance effected by or on behalf of the **INSURED** and such other insurance is not on the identical basis of reinstatement defined in Basis of Settlement 1A
- (iv) if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the **COMPANY** will pay the value of the property at the time of its loss or destruction or the amount of the **DAMAGE** including the cost of

- complying with The Stipulations
- removing debris
- professional fees

as defined in Bases of Settlement 1B C and D above and subject to the provisions and exceptions applying to those Bases of Settlement

For the purpose of the Underinsurance Provision the Insurable Amount will be the cost of replacement by similar property as defined in Basis of Settlement 1A at the time of the **DAMAGE** of the Property Insured by the Item and the additional costs 1B C and D above

2. In respect of computer systems records data carrying materials documents manuscripts business books band parts scores and scripts the **COMPANY** will pay

- (i) the value of the materials as stationery
- (ii) for the clerical labour and computer time expended in reproducing such records or writing up such documents
- (iii) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to the **INSURED** of the information on or in such computer systems records data carrying materials documents manuscripts business books band parts scores and scripts and subject to the **COMPANYS** liability not exceeding any limit stated in the definition of **PROPERTY** or the Sum Insured whichever is the less

3. In respect of stock and materials in trade including wines and spirits and other insured property not specifically provided for the **COMPANY** will pay

the value of the property at the time of its loss or destruction or the amount of the damage including the cost of removing debris as defined in Basis of Settlement 1C

The undernoted provisions apply

- (i) Contract Price
In respect only of goods sold but not delivered for which the **INSURED** is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any **DAMAGE** insured either wholly or to the extent of the **DAMAGE** the **COMPANYS** liability will be based on the contract price
- (ii) Insurable Amount
For the purpose of the Underinsurance Provision the Insurable Amount is the contract price of those goods to which provision 3 (i) applies and the value at the time of **DAMAGE** to all other property

General Provision

Underinsurance

Under the Basis of Settlement above if at the time of **DAMAGE** the Sum Insured by the relevant Item or items on property or interest is less than the value of that item or items the amount otherwise payable by the **COMPANY** will be proportionately reduced

SECTION 1 PROPERTY – CONDITIONS

1. Sum Insured

The Sum Insured in respect of any Item under this Section represents and will at all times be maintained by the **INSURED** to represent not less than the cost of reinstatement or the value of the property as defined in the Basis of Settlement

2. Matching Sets and Suites

An individual item of any matching set of articles or suite of furniture is regarded as a single item. The **COMPANY** will only pay for individual damaged items and not undamaged companion pieces

3. Designation

Where necessary the Item heading under which any property is insured will be determined by the designation under which such property appears in the **INSUREDS** books

4. Security of the Premises

Any locks, bolts or other devices for the security of the **PREMISES** shall be put into full and effective operation whenever the **PREMISES** are unattended.

SECTION 2 LEGAL LIABILITY

SPECIAL DEFINITIONS (for the purpose of this Section only)

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section

EXCESS

the amount that will be deducted by the **COMPANY** from the total amount of each and every claim other than claims relating to **INJURY** for which there is no **EXCESS**

NORTH AMERICA

- (1) the United States of America and Canada
- (2) any territory
 - (i) within their jurisdiction
 - (ii) having a reciprocal enforcement arrangement with them

PHYSICAL LOSS

physical loss of or physical damage to material property

PREMISES

the buildings and land used for the **BUSINESS**

PRODUCT

goods or other material property sold supplied delivered installed erected processed repaired altered treated or tested by or on behalf of the **INSURED** in the course of the **BUSINESS** and not within the custody of the **INSURED**

TERRITORIAL LIMITS (PUBLIC AND PRODUCTS LIABILITY)

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) any other member country of the European Union
- (3) or elsewhere in the world other than **NORTH AMERICA** in respect of **INJURY** or **PHYSICAL LOSS** caused by or arising from
 - (i) clerical administrative and other non manual activities of the **INSURED DIRECTOR PARTNER** or **EMPLOYEE** normally employed within the territories specified in (1) of this Special Definition and occurring during any temporary visit made in connection with the **BUSINESS**
 - (ii) any **PRODUCT**

For the purpose of this definition activities normally associated with the production of a theatrical performance shall be regarded as non-manual

TERRITORIAL LIMITS (EMPLOYERS LIABILITY)

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) elsewhere in the world in respect of **INJURY** arising out of and in the course of employment by the **INSURED** in connection with the **BUSINESS** sustained by a **DIRECTOR** or **EMPLOYEE** normally employed within the territories specified in (1) of this Special Definition whilst working temporarily outside such territories

VENUE

the buildings and land where an **EVENT** is being staged or hosted in connection with the **BUSINESS**

SECTION 2 LEGAL LIABILITY

THE INSURANCE

PUBLIC AND PRODUCTS LIABILITY

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) **PHYSICAL LOSS**
- (c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water occurring at the **PREMISES** or at a **VENUE** and elsewhere within the **TERRITORIAL LIMITS** arising in the course of the **BUSINESS** during the Period of Insurance

Limit of Indemnity

The maximum liability of the **COMPANY** in respect of all indemnity payable under The Insurance and Extensions of this Section in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Provided that the liability of the **COMPANY** for all indemnity payable in respect of or arising out of **PRODUCTS** will not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

- (a) liability for **INJURY** to any **DIRECTOR PARTNER** or **EMPLOYEE** where such **INJURY** arises out of and in the course of employment by the **INSURED** or out of assisting or helping the **INSURED**
- (b) loss of or damage to material property
 - (i) in the custody or control of or owned by the **INSURED** any **DIRECTOR PARTNER** or any **EMPLOYEE**
 - (ii) being worked on by the **INSURED** or any other person on the **INSURED'S** behalf if loss or damage is as a direct result of such work other than
 - (a) personal effects of **DIRECTORS PARTNERS EMPLOYEES** or visitors
 - (b) buildings including their contents temporarily occupied by the **INSURED** for the purpose of carrying out work therein or thereon
- (c) liability arising out of the ownership possession or use of any
 - (i) mechanically propelled vehicle including anything attached to it
 - used in circumstances where insurance or security is required by law
 - where indemnity is provided by any other policy or security
 - (ii) craft intended to travel through air or space or other aerospace device
 - (iii) hovercraft and watercraft other than non mechanically propelled craft less than 9 metres in length which are used on inland waters
 - (iv) dogs referred to in the Dangerous Dogs Act 1991
- (d) liability arising out of advice design formula plan or specification given separately for a fee or where a fee would normally be charged or for other remuneration by the **INSURED** or by anyone on the **INSURED'S** behalf
- (e) liability arising out of any work **AIRSIDE** by the **INSURED DIRECTOR PARTNER** and/ or **EMPLOYEE** of the **INSURED** and/or any other persons for whom the **INSURED** may be responsible
- (f) the costs or expenses incurred in recalling repairing reconditioning replacing testing or remarketing any **PRODUCT** or in rectifying defective workmanship or the replacement cost of any **PRODUCT**
- (g) liability arising from **PRODUCTS** known to be for use in craft intended to travel through air or space or other aerospace device
- (h) liability assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

- (i) liability in respect of **POLLUTION** or **CONTAMINATION** including the cost of removing nullifying or cleaning up **SEEPING** or **POLLUTING** or **CONTAMINATING SUBSTANCES** or **REMEDIATION** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance
Provided that
 - (a) all **POLLUTION** or **CONTAMINATION** which arises out of the occurrence will be deemed to have occurred at the time such occurrence takes place
 - (b) the liability of the **COMPANY** for all damages and claimants costs and expenses payable in respect of all **POLLUTION** or **CONTAMINATION** which is deemed to have occurred during the Period of Insurance shall not exceed £1,000,000 in the aggregate
- (j) liability arising out of any work undertaken and/or visit **OFFSHORE**
- (k) liability arising from any deliberate wilful or malicious act or wilful default or neglect by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED**
- (l) liability arising from the ownership or occupation of land or buildings other than the **PREMISES**
- (m) liability which is insured by or would but for the existence of this Section be insured by any other Policy
- (n) the amount of any **EXCESS** specified in the Schedule in respect of each and every claim for loss of or damage to property
- (o) liability arising from any **PRODUCT** known by the **INSURED** to be for use in or supply to **NORTH AMERICA**
- (p) liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the **INSURED** or not and whether occurring before during or after the Year 2000
 - (a) correctly to recognise any date as its true calendar date or

SECTION 2 LEGAL LIABILITY (continued)

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
 - (i) treating any date otherwise than as its true calendar date or
 - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date or
 - (c) otherwise to function correctly
- All other terms conditions and exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary
- (q) any liability of whatsoever nature arising out of mould or toxic mould
 - (r) any liability for **INJURY** or **PHYSICAL LOSS** caused by any visitor to an **EVENT**
 - (s) any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos
- This exclusion shall not apply in respect of such removal of disposal provided that
- 1 such activity does not form part of the **INSUREDS** usual **BUSINESS** or contract and
 - 2 discovery of asbestos by the **INSURED** is unintentional and accidental and
 - 3 on discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
 - 4 an HSE licensed asbestos removal contractor is employed if legally required
 - (a) to make safe the area in which the discovery is made as soon as is practicable
 - (b) who has Employers, Public and Products Liability Insurances in force
 - (i) that provide Limits of Indemnity no less than those stated in the Schedule and
 - (ii) that do not exclude the work to be carried out

PUBLIC AND PRODUCTS LIABILITY EXTENSIONS

The insurance provided by this Section is extended as described below

1. DEFECTIVE PREMISES ACT 1972

The **COMPANY** will indemnify the **INSURED** for such legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased by the **INSURED** for purposes pertaining to the **BUSINESS** and since disposed of by the **INSURED**

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

- (a) **INJURY or PHYSICAL LOSS**
 - (i) *happening prior to the disposal of the premises*
 - (ii) *to the premises disposed of*
 - (iii) *where indemnity is provided by any other insurance*
- (b) *for the cost of remedying any defect or alleged defect in the premises disposed of*

2. LEGAL COSTS AND EXPENSES

The **COMPANY** will pay legal costs and expenses incurred with its prior written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event

which may be the subject of indemnity under this Section

3. LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all legal costs and expenses incurred with its prior written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSUREDS** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- 1 (a) the Health and Safety at Work etc Act 1974
(b) the Health and Safety at Work (Northern Ireland) Order 1978
- 2 Part II of the Consumer Protection Act 1987
- 3 Sections 7 & 8 of the Food Safety Act 1990

Provided that the offence under the legislation is alleged to have been committed during the Period of Insurance in connection with the **BUSINESS**

legal costs and expenses

- (i) *where indemnity is provided by any other insurance*
- (ii) *arising out of any deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE***

4. CONTINGENT MOTOR LIABILITY

The **COMPANY** will indemnify the **INSURED** as provided in The Insurance of this Section for such legal liability arising out of the use of any motor vehicle not belonging to or provided by the **INSURED** but being used by an **EMPLOYEE** for the purposes of the **BUSINESS**

- (i) *loss of or damage to such motor vehicle or property conveyed therein or thereon*
- (ii) **INJURY or PHYSICAL LOSS** *arising while such vehicle is being driven by the **INSURED** or **PARTNER***
- (iii) *if indemnity is available under any other insurance or security*
- (iv) **INJURY or PHYSICAL LOSS** *occurring outside England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man*
- (v) *injury to any **EMPLOYEE***

SECTION 2 LEGAL LIABILITY (continued)

PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

The insurance provided by this Section is extended as described below

5. CONTRACTUAL LIABILITY

The **COMPANY** will indemnify the **INSURED** as provided in The Insurance of this Section for such legal liability assumed under contract or agreement provided that full conduct and control of all claims is vested in the **COMPANY**

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

-
- (i) *for physical loss or physical damage to contract works in respect of which the **INSURED** is required to effect insurance under the terms of any contract or agreement*
 - (ii) *for liability arising out of the execution of contract work other than liability assumed under a contract or agreement with a **PRINCIPAL** and only to the extent of liability for acts or omissions of the **INSURED** or their sub-contractors*
 - (iii) *for liability arising from a **PRODUCT***
 - (iv) *for fines, penalties and liquidated damages*

6. INDEMNITY TO PRINCIPAL

The **COMPANY** will also indemnify as provided in The Insurance of this Section any **PRINCIPAL** for such legal liability arising out of work carried out by the **INSURED** under a contract or agreement

Provided that

- (a) an indemnity would have been provided under this Section had the claim been made against the **INSURED**
- (b) the **PRINCIPAL** complies with and is subject to all terms and conditions and exclusions in this Policy in so far as they can apply
- (c) the full conduct and control of all claims is vested in the **COMPANY**

7. LEASED HIRED OR RENTED PREMISES

The **COMPANY** will also indemnify as provided in The Insurance of this Section the **INSURED** against all sums which the **INSURED** becomes legally liable to pay as compensatory damages and claimants costs and expenses for physical loss of or physical damage to premises leased hired or rented to the **INSURED** for the purpose of the **BUSINESS** occurring during the Period of Insurance

-
- (i) *for the **EXCESS** of £100 of such physical loss or physical damage caused otherwise than by fire or explosion*
 - (ii) *for liability assumed by the **INSURED** under a tenancy or other agreement which would not have attached in the absence of such an agreement*

Provided that the liability of the **COMPANY** will not exceed the Limit of Indemnity as stated in the Schedule

PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

The insurance provided by this Section is extended as described below

8. NORTH AMERICA

The **COMPANY** will also indemnify the **INSURED** as provided in The Insurance of this Section for legal liability for such **INJURY** or **PHYSICAL LOSS** occurring within **NORTH AMERICA** caused by or arising from

- (a) clerical administrative or other non-manual activities of any **DIRECTOR PARTNER** or **EMPLOYEE** normally employed within England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man
- (b) any **PRODUCT** not known by the **INSURED** to be for use in or supply to **NORTH AMERICA**

Provided that

the liability of the **COMPANY** in respect of all compensatory damages payable together with

- (i) costs and expenses recoverable from the **INSURED** by any claimant
- (ii) all costs and expenses incurred with the **COMPANYS** written consent

will not exceed the Limit of Indemnity as stated in the Schedule

For the purpose of this definition activities normally associated with the production of a theatrical performance shall be regarded as non-manual

9. CROSS LIABILITIES

If this Policy is issued in the joint names of more than one **INSURED** the **COMPANY** will indemnify each of them as though a separate policy has been issued to each of them

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

- (i) any **POLLUTION** or **CONTAMINATION** or any cost or expense arising out of any governmental demand or request that an **INSURED** test for access monitor clean-up remove contain treat detoxify or neutralise any **SEEPING** or **POLLUTING** or **CONTAMINATING SUBSTANCES** or **REMEDIATION** and the **COMPANY** will not have the duty to defend any claim or suit seeking to impose such costs expense or liability for damages relating to **POLLUTION** or **CONTAMINATION** or any other relief

10. OVERSEAS PERSONAL LIABILITY

The **COMPANY** will also indemnify as provided in The Insurance of this Section

- (1) the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**
- (2) any member of the **INSURED DIRECTORS PARTNERS** or **EMPLOYEES** family accompanying them

against all sums which they become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) **PHYSICAL LOSS** occurring during the Period of Insurance within the territories stated in (2) and (3) of the **TERRITORIAL LIMITS** during temporary visits in connection with the **BUSINESS**

Provided that

- (i) the conduct and control of all claims is vested in the **COMPANY**
- (ii) any person entitled to indemnity under this Extension complies with and is subject to all terms conditions and exclusions in this Policy in so far as they can apply
- (iii) the liability of the **COMPANY** will not exceed the Limit of Indemnity as stated in the Schedule

- (i) in the aggregate for any amount in excess of the Limit of Indemnity as stated in the Schedule

- (i) liability arising from
 - (a) any business profession or trade
 - (b) ownership or occupation of land or buildings
 - (c) ownership possession or use of firearms (other than sporting guns) mechanically propelled vehicles and anything attached to them craft intended to travel through air or space hovercraft watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters) or animals (other than pet domestic animals)
 - (d) property held in trust
 - (e) **INJURY** to the **INSURED DIRECTOR PARTNER** or **EMPLOYEE** or any member of the **INSURED DIRECTORS PARTNERS** or **EMPLOYEES** family
- (ii) liability more specifically insured
- (iii) liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement

SECTION 2 LEGAL LIABILITY (continued)

PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

The insurance provided by this Section is extended as described below

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

11. COURT ATTENDANCE COMPENSATION

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

- (a) any **DIRECTOR** or **PARTNER** £100
- (b) any **EMPLOYEE** £50

12. DATA PROTECTION ACT 1998

The **COMPANY** will indemnify the **INSURED** against legal liability to pay compensation for damage or distress under the provisions of Section 13 of Part II of the Data Protection Act 1998

Provided that

- (a) the act or omission for which liability arises is committed during the Period of Insurance in connection with the **BUSINESS**
- (b) the **INSURED** is correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration and that registration has not been refused or withdrawn

- (i) *liability arising from*
 - (a) *the processing of sensitive data*
 - (b) *the processing of data for reward*
 - (c) *the determining of the financial status of a person*
 - (d) *a deliberate act or omission by the **INSURED** or a **DIRECTOR** or **PARTNER** or **EMPLOYEE** from which liability could reasonably be expected by the **INSURED** or a **DIRECTOR** or **PARTNER** or **EMPLOYEE** having regard to the nature and circumstances of such act or omission*
 - (e) *an agreement which would not have attached in the absence of such agreement*
- (ii) *for any amount in excess of the Limit of Indemnity stated in the Schedule*
- (iii) *for any costs of replacing reinstating rectifying destroying or erasing any data*

13. INDEMNITY TO OTHERS

At the request of the **INSURED** the **COMPANY** will indemnify

- (a) any **DIRECTOR PARTNER** or **EMPLOYEE**
- (b) any officer member or **EMPLOYEE** of the **INSUREDS** social sports or welfare organisation or first aid fire or ambulance services
- (c) the owner of plant hired to the **INSURED** under Contractors Plant Association conditions only so far as may be required by those conditions but not in respect of any liability which is required to be insured under any road traffic legislation

Provided that

- (i) the **INSURED** would have been entitled to indemnity under this Section if the claim had been made against the **INSURED**
- (ii) the full conduct and control of all claims is vested in the **COMPANY**
- (iii) such person is not entitled to indemnity under any other insurance

**PUBLIC AND PRODUCTS LIABILITY EXTENSIONS
(continued)**

The insurance provided by this Section is extended as described below

14. MEMBER TO MEMBER LIABILITY

The **COMPANY** will also indemnify as provided in The Insurance of this Section any member of the **INSURED** as if separate policies had been issued to each of the members

Provided that

- (i) such member is not entitled to indemnity under any other insurance
- (ii) the total liability of the **COMPANY** in respect of indemnity payable to all parties will not exceed the Limit of Indemnity as stated in the Schedule
- (iii) such members observe the terms conditions and limitations of the policy

15. CLOAKROOMS

Notwithstanding Exclusion (b) (i) of this Section the **COMPANY** will indemnify the **INSURED** as provided in The Insurance of this Section for such legal liability arising as a result of loss of or damage to the property of visitors to the **INSURED'S PREMISES** or any **VENUE** deposited with the **INSURED** for safe custody

Provided that

- (i) such property shall at all times be kept in a cloakroom and the cloakroom shall be attended by an authorised person at all times when the property is deposited therein
- (ii) a numbered ticket is given to the depositor of each article and such article be returned to the depositor only in exchange for such ticket
- (iii) immediate notice of any theft shall be given to the Police
- (iv) the liability of the **COMPANY** shall not exceed in all the sum of
 - (a) £500 in respect of any one person
 - (b) £5,000 in any one Period of Insurance

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

*to indemnify the **INSURED** in respect of*

- (i) loss of or damage to jewellery articles of gold silver or other precious metal watches cameras binoculars **MONEY** or securities*
- (ii) loss or damage by theft or any attempt thereat in which any member of the **INSURED** or any **EMPLOYEE** is concerned as principal or accessory*

SECTION 2 LEGAL LIABILITY (continued)

THE INSURANCE

EMPLOYERS LIABILITY

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** becomes legally liable to pay as compensatory damages and claimants costs and expenses in respect of **INJURY** sustained by a **DIRECTOR** or **EMPLOYEE** arising out of and in the course of employment by the **INSURED** within the **TERRITORIAL LIMITS** in connection with the **BUSINESS** during the Period of Insurance

The **COMPANY** will also pay for legal costs and expenses incurred with its prior written consent

- (a) in defence of any claims
- (b) for representation at any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this Section

Limit of Liability

The maximum liability of the **COMPANY** payable under The Insurance and Extensions of this Section inclusive of all costs and expenses shall be the Limit of Liability stated in the Schedule in respect of any one claim against the **INSURED** or series of claims against the **INSURED** arising out of one occurrence

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

- (a) to pay compensation to an **EMPLOYEE** or **DIRECTOR** for **INJURY** sustained when the **EMPLOYEE** or **DIRECTOR** is carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where any road traffic legislation requires compulsory insurance or security covering that risk
- (b) for liability arising out of any work undertaken and/or visit **OFFSHORE**
- (c) for any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos
This Exclusion shall not apply in respect of such removal or disposal provided that
 - 1 such activity does not form part of the **INSURED'S** usual **BUSINESS** or contract and the discovery of asbestos by the **INSURED** is unintentional and accidental and
 - 2 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
 - 3 an HSE licensed asbestos removal contractor is employed if legally required
 - (a) to make safe the area in which the discovery is made as soon as is practicable
 - (b) who has Employers, Public and Products Liability Insurances in force
 - (i) that provide Limits of Indemnity no less than those stated in the Schedule and
 - (ii) that do not exclude the work to be carried out

EMPLOYERS LIABILITY EXTENSIONS

The insurance provided by this Section is extended as described below

1. HEALTH AND SAFETY AT WORK ETC. ACT – LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its prior written consent in respect of the defence of

(a) the **INSURED**

(b) at the **INSURED'S** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

(i) the Health and Safety at Work etc. Act 1974

(ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the **BUSINESS** within the **TERRITORIAL LIMITS** and that the **COMPANY** shall not be liable

(a) for any fines or penalties imposed as a consequence of such prosecution or for any prosecution costs

(b) unless each director partner or **EMPLOYEE** shall be subject to the terms conditions and limitations of the policy in so far as they can apply

(c) for a breach that was as a result of a deliberate act

2. EMPLOYEES UNSATISFIED DAMAGES

If a judgement for compensatory damages or costs in respect of **INJURY** sustained by an **EMPLOYEE** arising out of and in the course of employment or engagement by the **INSURED** in connection with the **BUSINESS** and arising from an accident occurring within the **TERRITORIAL LIMITS** during the Period of Insurance

is obtained by such **EMPLOYEE** in any Court situate within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than the **INSURED** domiciled or operating from premises within those territories and

(a) remains wholly or partly unsatisfied six months after the date of such judgement

at the request of the **INSURED** the **COMPANY** will pay to such **EMPLOYEE** the amount of the compensatory damages and costs remaining unsatisfied

Provided that

(i) there is no appeal outstanding

(ii) the **EMPLOYEE** has assigned the judgement to the **COMPANY**

3. INDEMNITY TO PRINCIPAL

The **COMPANY** will also indemnify as provided in The Insurance of this Section any **PRINCIPAL** for such legal liability arising out of work carried out by the **INSURED** under a contract or agreement provided that

(a) an indemnity would have been provided under this Section had the claim been made against the **INSURED**

(b) the **PRINCIPAL** complies with and is subject to all terms conditions and exclusions in this Policy in so far as they can apply

(c) the full conduct and control of all claims is vested in the **COMPANY**

4. COURT ATTENDANCE COMPENSATION

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

(a) any **DIRECTOR** or **PARTNER** £100

(b) any **EMPLOYEE** £50

These Extensions are subject to all other terms conditions and exclusions of the Policy

SECTION 3 MONEY

THE INSURANCE

The **COMPANY** will indemnify the **INSURED** up to the Limits of Liability stated below for **DAMAGE** occurring during the Period of Insurance to

	Limit of Liability
1 Crossed cheques crossed Giro cheques crossed money orders crossed postal orders crossed bankers drafts crossed warrants National Savings Certificates Premium Bonds unexpired units in postal franking machines credit and debit card sales vouchers National Insurance stamps affixed to cards and VAT purchase invoices	£250,000
2 Other MONEY	
A. at the residence of the INSURED or any DIRECTOR PARTNER authorised EMPLOYEE or member of the INSURED	£1,000
B. at a VENUE out of BUSINESS HOURS within a securely locked building	
(a) not contained in a locked safe or strongroom	£500
(b) contained in a locked safe or strongroom	£2,000
C. whilst	
(a) in TRANSIT	£2,500
(b) at a VENUE during BUSINESS HOURS	£2,500
(c) in a bank night safe	£2,500
(d) in coin operated vending machines	£300
D. on the person (Personal Carrying Limit)	£2,500

SECTION EXCLUSIONS

These apply in addition to the General Exclusions

The **COMPANY** will not be liable for

- (a) any **DAMAGE** not occurring within the **TERRITORIAL LIMITS**
- (b) depreciation shortages errors omissions or direct or indirect consequential loss of any kind
- (c) **DAMAGE** arising from theft fraud or dishonesty of a **DIRECTOR PARTNER EMPLOYEE** or member of the **INSURED**
 - (i) not discovered within fourteen working days of the event
 - (ii) insured by a fidelity guarantee insurance
- (d) **DAMAGE** from any unattended vehicle
- (e) **DAMAGE** due to the use of counterfeit **MONEY** or where **MONEY** or tickets are obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectable or irrecoverable for any reason
- (f) the **EXCESS** of £100 in respect of each and every loss

SECTION 3 MONEY - EXTENSIONS

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

This Section also insures **DAMAGE** to

*The **COMPANY** will not be liable for*

1. SAFES AND STRONGROOMS

Safes strongrooms or franking machines or containers used for the carriage or safety of **MONEY** arising from theft or attempted theft

2. CLOTHING AND PERSONAL EFFECTS

Clothing and personal effects of the **INSURED** or any **DIRECTOR PARTNER EMPLOYEE** or **INSURED PERSON** arising from robbery or attempted robbery involving assault or violence or the threat thereof

(i) any amount in excess of £300 in respect of any one person

SECTION 3 MONEY - CONDITIONS

These apply in addition to the General Conditions

1. AGGREGATION

The aggregate liability of the **COMPANY** in respect of any one loss under this Section or other Policy or Policies issued by the **COMPANY** will not exceed the Limits of Liability shown in this Section or any other stated Limit of Liability

2. PROTECTIVE DEVICES

It is a condition precedent to the liability of the **COMPANY** that whenever

- (1) a **VENUE** is left unattended
 - (i) all locks bolts and other protective devices are in full operation
 - (ii) all keys including those relating to safes or strongrooms and notes of combination locks to safes or strongrooms are removed from the **VENUE**
- (2) any room at a **VENUE** containing MONEY is left unattended during **BUSINESS HOURS**
 - (i) the room is fully locked
 - (ii) all **MONEY** in excess of £500 is placed in a locked safe
 - (iii) all keys including those relating to safes or strongrooms and notes of combination locks to safes or strongrooms are kept in the custody of the person responsible for the **MONEY**

3. MONEY IN SAFE

An accurate record of all **MONEY** in each safe or strongroom will be kept in a secure place away from the said safes or strongrooms

4. PERSONAL CARRYING LIMIT

Whenever the amount of **MONEY** (other than as described in Item 1) in **TRANSIT** exceeds the personal carryings limitas stated in Item D all notes will be carried on the person of able bodied adults and the **COMPANYS** liability will not exceed the Personal Carrying Limit in respect of any one person

5. MONEY AT A RESIDENCE

It is a condition precedent to the liability of the **COMPANY** that whenever **MONEY** in excess of £500 is being kept at the residence of the **INSURED** or any **DIRECTOR PARTNER** authorised **EMPLOYEE** or member of the **INSURED** such **MONEY** will be contained in a locked safe whenever the residence is not attended by a responsible person over 18 years of age

SECTION 4 PERSONAL ACCIDENT

THE INSURANCE

If an **INSURED PERSON** suffers accidental bodily injury (including exposure to the elements) arising out of his or her activities on behalf of the **INSURED** during the Period of Insurance which independently of any other cause within twenty four months results in death or disablement the **COMPANY** will pay to the **INSURED PERSON** the appropriate Benefits shown below

Benefits

Item	Unit of Benefit
1 Death	£12,000
2 Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£12,000
3 Total and irrecoverable loss of all sight in one or both eyes	£12,000
4 Permanent total disablement caused other than by loss of limb or sight which has lasted for at least twenty four months and will in all probability entirely prevent the INSURED PERSON from engaging in their usual occupation	£12,000
5 Temporary total disablement preventing the INSURED PERSON from engaging in their usual occupation for a maximum of 104 weeks at a rate per week of £120 (payable monthly)	

The **COMPANY** will also pay for medical expenses necessarily incurred and arising from treatment following accidental bodily injury to an **INSURED PERSON** arising out of his or her activities on behalf of the **INSURED** during the Period of Insurance up to £250 in respect of any one accident.

SECTION EXCLUSIONS

These apply in addition to the General Exclusions

*Benefit is not payable by the **COMPANY***

- (a) *where the **INSURED PERSON** is over 80 years of age at the time of injury*
- (b) *as a result of an **INSURED PERSON** engaging in*
 - (i) *aviation other than as a passenger in a fully licensed passenger carrying aircraft*
 - (ii) *hang gliding*
 - (iii) *committing or attempting to commit suicide or intentionally inflicting self-injury*
 - (iv) *sub aqua diving*
- (c) *in respect of injury arising from any physical or mental defect infirmity recurring disease or chronic or continuing disease existing at the time of the injury*
- (d) *for more than one of Items 1-4 of the Benefits in respect of the same injury*
- (e) *in respect of Item 5 of the Benefits for any disablement for which benefit is payable under Benefits 1-3 except in respect of the period prior to benefit becoming payable under Benefits 1-3*
- (f) *in respect of any injury arising from an **INSURED PERSON** taking a drug which is lawfully available only on prescription by a qualified doctor or dentist unless such drug was prescribed for such **INSURED PERSON***
- (g) *in respect of injury to any professional actor musician singer director musical director choreographer or other professional engaged by the **INSURED***

For the purposes of this Exclusion a professional is an individual whose primary or preferred source of income is drawn from employment in the arts and entertainment industry

Membership of Equity the Directors Guild of Great Britain or other trade union or professional association is evidence of professional status
- (i) *in respect of injury whilst an **INSURED PERSON** is under the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction) or driving any kind of vehicle while the alcohol level in the blood is higher than the legal limit of the country where the accident occurs*
- (j) *in respect of injury to an **INSURED PERSON** arising from Post Traumatic Stress Disorder or related syndromes or any psychological or psychiatric condition*

SECTION 4 PERSONAL ACCIDENT - CONDITIONS

These apply in addition to the General Conditions

1. SICKNESS OR DISEASE

For the purpose of this Section accidental bodily injury does not include sickness illness disease or disorder or any naturally occurring condition or degenerative process or the result of a gradually operating cause

2. AGGREGATE LIMIT

In the event of accidental bodily injury sustained by two or more **INSURED PERSONS** in the same accident the **COMPANY** will not be liable for any amount in excess of the Aggregate Limit of Liability shown in the Schedule. If the total of the amounts otherwise payable exceeds the Aggregate Limit of Liability the Benefit payable for each **INSURED PERSON** will be proportionately reduced.

3. DISAPPEARANCE

In the event of disappearance of an **INSURED PERSON** if after a suitable period of time it is reasonable to believe that death has occurred as a result of accidental bodily injury the Death Benefit (Item 1) becomes payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit will be refunded to the **COMPANY**.

4. PAYMENT OF BENEFIT

- (a) No payment in respect of Items 1-4 of the Benefits will be made until the total amount due in respect of any one injury has been ascertained
- (b) No Benefit payable will carry interest

5. CLAIMS PROOF

- (a) All proof required by the **COMPANY** in connection with a claim will be submitted at the expense of the **INSURED** or the **INSURED PERSONS** or his legal personal representatives in any form and at the intervals required by the **COMPANY**
- (b) The **INSURED PERSON** will submit as often as required to medical examination at the **COMPANY'S** expense
- (c) If the **INSURED PERSON** dies the **COMPANY** will be entitled to have a post mortem examination at its own expense

SECTION 5 ABANDONMENT

THE INSURANCE

The **COMPANY** will indemnify the **INSURED** for

1. any **COSTS AND EXPENSES** necessarily and reasonably incurred by the **INSURED** in connection with an **EVENT** arising as a direct consequence of a **CONTINGENCY** from any cause beyond the control of the **INSURED** occurring during the Period of Insurance provided that the liability of the **COMPANY** shall not exceed the Sum Insured stated in the Schedule
2. additional costs and expenses necessarily and reasonably incurred by the **INSURED** in excess of those budgeted to be incurred in connection with an **EVENT** for the sole purpose of avoiding or diminishing a claim for **COSTS AND EXPENSES** arising as a direct consequence of a **CONTINGENCY** from any cause beyond the control of the **INSURED** occurring during the Period of Insurance provided that
 - (a) the liability of the **COMPANY** shall not exceed £500
 - (b) such additional costs and expenses do not exceed the amount of such **COSTS AND EXPENSES** excluding any payments made to replacements of any principal performer or performers musical director choreographer or producer
3. any additional expenses necessarily and reasonably incurred by the **INSURED** in connection with an **EVENT** arising as a direct consequence of any principal performer or performers musical director choreographer or producer being unable to appear in direct choreograph or produce such **EVENT** during the Period of Insurance provided that the liability of the **COMPANY** shall not exceed £400 in respect of each person regardless of the number of performances

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for any loss resulting from

- (a) *confiscation seizure destruction nationalisation or requisition by any Government Public Civil Immigration or Customs Authority*
 - (b) *withdrawal insufficiency or lack of finance however caused*
 - (c) *the financial failure of an **EVENT***
 - (d) *lack of or inadequate receipts sales or profits arising from an **EVENT***
 - (e) *variations in the rate of exchange rate of interest or stability of any currency*
 - (f) *financial default insolvency failure to pay any person firm or corporation whether a party to this Policy or otherwise*
 - (g) *lack of or inadequate response or withdrawal of support by sponsors financial supporters delegates or exhibitors*
 - (h) *lack of or failure to achieve economic attendance by delegates public admissions or trade visitors or sales prior to an **EVENT***
 - (i) *any adverse weather conditions at an **EVENT** involving open air performances*
 - (j) *wilful breach of contract by the **INSURED***
 - (k) *an illegal or unlawful act committed by the **INSURED** or any **DIRECTOR** or **PARTNER** in the organising or setting up or holding of an **EVENT** which gives rise to a loss under this Section of the Policy*
 - (l) *loss damage or destruction directly or indirectly arising out of contributed to by or resulting from any outbreak or suspected outbreak of foot and mouth disease which leads to
 - (i) *the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency and/ or*
 - (ii) *any travel advisory or warning being issued by a national or international body or agency and in respect of (i) and (ii) any fear or threat thereof (whether actual or perceived)*If the **COMPANY** allege that by reason of this Exclusion any loss is not covered by this Section of the Policy the burden of proving the contrary shall be upon the **INSURED***
 - (m) *financial incompetence*
 - (n) *the unpreparedness of any performer director or producer*
 - (o) *consequential loss of any kind including sales of tickets confectionery and the like*
- The **COMPANY** will not be liable for
- (p) *the **EXCESS** of £100 in respect of each and every claim except in respect of any claim arising from the replacement of any principal performer performers musical director choreographer or producer*

SECTION 5 ABANDONMENT - SPECIAL CONDITIONS

These apply in addition to the General Conditions

Condition numbers 1 to 3 inclusive are all conditions precedent to any liability of the COMPANY under this Section of the Policy

1. LEGAL REQUIREMENTS

The **INSURED** shall observe and comply with the requirements of any law ordinance court or regulatory body of whatever jurisdiction

2. NECESSARY ARRANGEMENTS

The **INSURED** shall make all necessary arrangements for the successful fulfilment of an **EVENT** (which for the avoidance of doubt shall include but not be limited to the provision of sufficient allowances for travel time set up and/or rehearsal time) in a prudent and timely manner

3. CONTRACTUAL REQUIREMENTS AND AUTHORISATIONS

The **INSURED** shall ensure that all necessary contractual arrangements have been made and confirmed in writing with the **INSURED** and that all necessary authorisations (which for the avoidance of doubt shall include but not be limited to the obtaining of licences permits visas copyright and patents) are obtained in a timely manner and valid for the period of an **EVENT**

SECTION 6 FIDELITY GUARANTEE

This Section is operative only if it is shown as being operative in the Schedule

THE INSURANCE

The **COMPANY** will indemnify the **INSURED** for

1. **DAMAGE** by direct loss of **PROPERTY** or **MONEY** belonging to the **INSURED** or for which they are legally responsible caused by any act of **THEFT** committed during the Period of Insurance by an **OFFICER** normally resident within the **TERRITORIAL LIMITS** and discovered and notified to the **COMPANY** not later than 24 months after such **THEFT** has been committed
2. auditors fees incurred with the **COMPANYS** written consent solely to substantiate the amount of any claim under this Section

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for any loss resulting from

- (a) *loss of interest or consequential loss of any kind*
- (b) *loss caused by an act of any **OFFICER** committed prior to the inclusion of that **OFFICER** under this Section*
- (c) *further acts of **THEFT** by an **OFFICER** immediately following the discovery by the **INSURED** or any representative of the **INSURED** entrusted with superintendence or audit of an act of **THEFT** by that **OFFICER***

SECTION 6 FIDELITY GUARANTEE

SPECIAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section

THEFT

any act of fraud or dishonesty by an **OFFICER** committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **OFFICER** to receive such gain other than salaries fees commission or other benefit earned in the normal course of employment

OFFICER

any Chairman Secretary Treasurer Business Manager Ticket Secretary or Membership Secretary or other officer of the **INSURED** acting in their respective capacities as officers of the **INSURED**

ONE CLAIM

all acts of **THEFT** throughout the continuation of this insurance (or any insurance issued in substitution therefor or for which this insurance is substituted) committed by one individual **OFFICER** or by two or more **OFFICERS ACTING IN COLLUSION**

ACTING IN COLLUSION

all circumstances where two or more **OFFICERS** are concerned or implicated together or materially assist each other in committing the acts of **THEFT**

SECTION 6 FIDELITY GUARANTEE - EXTENSIONS

1. PREVIOUS INSURANCE

If this insurance immediately supersedes a Fidelity Guarantee Insurance effected by the **INSURED** (the 'Superseded Insurance') the **COMPANY** will indemnify the **INSURED** in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance if the loss is not recoverable thereunder solely because the period allowed for discovery has expired

Provided that

- 1 such Insurance had been continuously in force from the time of the loss until inception of this insurance
- 2 the loss would have been insured by this insurance had it been in force at the time of the loss
- 3 the liability of the **COMPANY** shall not exceed whichever is the lesser of
 - A) the amount recoverable under the Superseded Insurance in force at the time of the loss or
 - B) the Limit of Indemnity under this insurance

In any event the total liability of the **COMPANY** in respect of any **ONE CLAIM** continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the Limit of Indemnity applicable under this insurance

SECTION 6 FIDELITY GUARANTEE - CONDITIONS

These apply in addition to the General Conditions

1. LIMITATIONS

The liability of the **COMPANY** in respect of any **ONE CLAIM** shall not exceed the Limit of Indemnity stated in the Schedule

2. NON CONTRIBUTION – LEGAL LIABILITY

If at the time of loss of **PROPERTY** or **MONEY** for which the **INSURED** is legally responsible or at the time a claim for such property arises the **INSURED** is or would but for the existence of this insurance be entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund the **COMPANY** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance guarantee or fund had this insurance not been effected

3. APPLICATION OF LIMITATIONS

Irrespective of the number of Periods of Insurance during which this insurance (and any insurance issued in substitution therefor) shall remain in force the total liability of the **COMPANY** in respect of any **ONE CLAIM** shall not exceed the Limit of Indemnity stated in the Schedule

4. MONEY DUE TO OFFICERS

Upon discovery of any loss any **MONEY** of the **OFFICER** in the **INSURED'S** possession and any **MONEY** which but for the **OFFICERS THEFT** would have been due to the **OFFICER** from the **INSURED** shall be deducted from the amount of the loss before a claim is made under this insurance

5. MONEY RECOVERED

In the event that the **INSURED'S** claim has exceeded the Limit of Indemnity any **MONEY** which is recovered less costs incurred in recovery shall accrue

- (a) firstly to the benefit of the **INSURED** to reduce or extinguish the amount of the **INSURED'S** loss (but not any **EXCESS**)
- (b) thereafter to the benefit of the **COMPANY** to the extent of the claim paid or payable and
- (c) finally to the benefit of the **INSURED** where any **EXCESS** has been deducted from the claim

6. NOTICE TO THE COMPANY

Whether or not it is intended to make any claim under this Section the **INSURED** shall as soon as practicable give written notice to the **COMPANY** of any act of **THEFT** or suspected **THEFT** committed by any **OFFICER** and known to the **INSURED** or any representative of the **INSURED** entrusted with superintendence or audit

SECTION 7 BUILDINGS

This Section is operative only if it is shown as being operative in the Schedule

THE INSURANCE

If **DAMAGE** by any of the **PERILS INSURED** occurs to the **BUILDINGS** described in the Schedule during the Period of Insurance the **COMPANY** will pay to the **INSURED** the amount of loss as stated in the Basis of Settlement

The **COMPANY** will indemnify the **INSURED** for loss of **RENT RECEIVABLE** in consequence of **DAMAGE** to **BUILDINGS** owned by the **INSURED** from the **PERILS INSURED**

PERILS INSURED

Fire but excluding loss damage or destruction to any property caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire
- (c) (i) its own spontaneous fermentation or heating or
(ii) its undergoing any heating process or any process involving the application of heat
- (d) **CONTRACTORS** on the **PREMISES** for the purpose of carrying out contract works structural or other substantial alterations or extensions to **BUILDINGS** (including any contract under JCT conditions)

Lightning

Explosion

- (i) of boilers
- (ii) of gas

used for domestic purposes only but excluding loss damage or destruction caused by earthquake or subterranean fire

and the Special Perils below

1 EXPLOSION

excluding loss damage or destruction

- (a) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **INSURED**
- (b) in respect of and originating in any vessel machinery or apparatus or its contents belonging to or under the control of the **INSURED** which requires to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus is the subject of a policy or other contract providing the required inspection service
- (c) by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

2 AIRCRAFT

or other aerial devices or articles dropped therefrom excluding loss damage or destruction by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

3 EARTHQUAKE

4 SUBTERRANEAN FIRE

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

- (i) the **EXCESS** specified in the Schedule

SECTION 7 BUILDINGS (continued)

PERILS INSURED (continued)

5 RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS MALICIOUS PERSONS

or persons taking part in labour disturbances excluding

- (a) loss damage or destruction arising from confiscation requisition or destruction by order of the government or any other public authority
- (b) loss damage or destruction arising from cessation of work
- (c) as regards damage or destruction (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - (i) loss damage or destruction by theft
 - (ii) loss damage or destruction in respect of any **BUILDINGS** which are **UNOCCUPIED**
- (d) loss damage or destruction to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **INSURED** or not caused by acts of malicious persons which do not involve physical force and violence

6 THEFT OR ATTEMPTED THEFT

excluding loss damage or destruction

- (a) from any **BUILDINGS** which are **UNOCCUPIED**
- (b) from the open or any outbuilding

7 STORM OR TEMPEST

excluding loss damage or destruction

- (a) by
 - (i) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
 - (ii) inundation from the sea

whether resulting from storm or otherwise

- (b) by frost subsidence ground heave or landslip
- (c) in respect of movable property in the open fences and gates

8 FLOOD

excluding loss damage or destruction

- (a) by frost subsidence ground heave or landslip
- (b) in respect of movable property in the open fences and gates

9 ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE

excluding loss damage or destruction

- (a) by water discharged or leaking from any automatic sprinkler installation
- (b) in respect of any **BUILDINGS** which are **UNOCCUPIED**
- (c) caused by mould or toxic mould

10 ESCAPE OF OIL

from any fixed heating installations or oil filled electric radiators excluding loss damage or destruction in respect of any **BUILDINGS** which are **UNOCCUPIED**

11 IMPACT

by

- (a) any road vehicle train or animal excluding loss damage or destruction by domestic pets
- (b) falling television and/or radio aerials (including satellite dishes) aerial fittings or masts
- (c) falling trees or branches

12 SPRINKLER LEAKAGE

being Accidental Escape of Water from any Automatic Sprinkler Installation in the **PREMISES** not caused by

- (a) freezing whilst the **BUILDINGS** are **UNOCCUPIED**
- (b) explosion earthquake subterranean fire or heat caused by fire

SECTION 7 BUILDINGS (continued)

PERILS INSURED (continued)

13 SUBSIDENCE

being Subsidence Ground Heave or Landslip of any part of the site on which the property stands excluding

- (a) loss damage or destruction to yards car-parks private roads pavements drives footpaths walls gates fences and hedges unless also affecting **BUILDINGS** insured hereby
- (b) loss damage or destruction caused by or consisting of
 - (i) the normal settlement or bedding down of new structures
 - (ii) the settlement or movement of made-up ground
 - (iii) coastal or river erosion
 - (iv) defective design or workmanship or the use of defective materials
 - (v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (c) loss damage or destruction which originated prior to the inception of this cover
- (d) loss damage or destruction resulting from
 - (i) demolition construction structural alteration or repair of any property
 - (ii) groundworks or excavation at the same **PREMISES**
- (e) loss damage or destruction to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the **BUILDINGS** are damaged at the same time
- (f) the **EXCESS** specified in the Schedule

Special Condition

In so far as this insurance relates to **DAMAGE** caused by Subsidence Ground Heave or Landslip this Policy will be avoided if the risk of such loss damage or destruction is increased by reason of demolition groundworks excavation or construction being carried out on any adjoining site unless admitted by the **COMPANY** in writing

14 ACCIDENTAL DAMAGE

however caused excluding

- (1) **DAMAGE** caused by or consisting of
 - A. (i) any of the other **PERILS INSURED**
 - (ii) any of the exclusions to any of the other **PERILS INSURED** whether insured or not
 - (iii) faulty or defective designs or materials
 - (iv) inherent vice latent defect gradual deterioration wear and tear or frost
 - (v) faulty or defective workmanship operational error or omission or lack of maintenance on the part of the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE**
 - (vi) the bursting of
 - (a) any boiler not used for domestic purposes only
 - (b) any economiser or other vessel machine or apparatus belonging to or under the control of the **INSURED** in which internal pressure is due to steam only but this will not exclude subsequent **DAMAGE** which itself results from a cause not otherwise excluded
 - B. (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould marring scratching vermin or insects
 - (ii) change in temperature colour flavour texture or finish
 - (iii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping
 - (iv) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
 - (v) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services but this will not exclude
 - (a) such **DAMAGE** which itself results from other **DAMAGE** and is not otherwise excluded
 - (b) subsequent **DAMAGE** which itself results from a cause not otherwise excluded
- C. normal settlement or bedding down of new structures
- D. disappearance unexplained or inventory shortage misfiling or misplacing of information
- E. **CONTRACTORS** on the **PREMISES** for the purpose of carrying out contract works structural or other substantial alterations or extensions to **BUILDINGS** (including any contract under JCT conditions)

SECTION 7 BUILDINGS (continued)

PERILS INSURED (continued)

14 ACCIDENTAL DAMAGE (continued)

- C. to the Property Insured
 - (i) by fire caused by its undergoing any process involving the application of heat
 - (ii) resulting from its undergoing any process of production packing treatment testing commissioning servicing cleaning renovation restoration maintenance or repair but this will not apply to any **DAMAGE** caused by a **DEFINED PERIL** and not otherwise excluded

 - D. caused by
 - (i) freezing
 - (ii) escape of water from any tank apparatus or pipe
 - (iii) malicious persons not acting on behalf of or in connection with any political organisation but this will not apply to any **DAMAGE** by fire or explosion which is not otherwise excluded in any **BUILDING** which is **UNOCCUPIED**

 - E. caused by chewing scratching tearing or fouling by domestic pets

 - F. caused by atmospheric conditions action of light or any other gradually operating cause
- (3) **DAMAGE** to
- (i) vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - (ii) property or structures in the course of construction or erection and materials or supplies in connection with all such property
 - (iii) land pavements piers jetties bridges culverts or excavations
 - (iv) livestock growing crops or trees
 - (v) jewellery precious stones precious metals bullion furs curiosities works of art or rare books
 - (vi) any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **INSURED** or not but this shall not exclude **DAMAGE** which results from a **DEFINED PERIL** (other than the acts of thieves and malicious persons which do not involve physical force and violence)
- (4) direct or indirect consequential loss or damage of any kind or description
- (5) the costs of maintenance or normal redecoration

SECTION 7 BUILDINGS - EXTENSIONS

The Insurance by this Section is extended as described below

1. Septic Tanks and Underground Services

This Section also insures the cost for which the **INSURED** is legally responsible for repair of **DAMAGE** by any of the **PERILS INSURED** to

- (a) septic tanks (including their inspection covers)
- (b) underground services (including pipes cables and covers) extending from the **PREMISES** to the public mains

2. Glass and Sanitaryware

This Section also insures the cost of repair or replacement of fixed glass including double glazing sanitary fixtures and fittings in the **PREMISES** resulting from **DAMAGE** by any of the **PERILS INSURED**

3. Purchasers Interest

If the **INSURED** has contracted to sell the **PREMISES** during the Period of Insurance and the purchaser has not insured the **PREMISES** before completion of the sale the purchaser will have the benefit of this Section insofar as it relates to the **PREMISES** during the period between exchange of contracts and the date of completion of the sale

4. Automatic Reinstatement of Sum(s) Insured

Unless the **COMPANY** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that the **INSURED** pays the appropriate additional premium and tax

5. Other Interests

The interest of any freeholder mortgagee or lessor is noted in the Insurance provided by this Section on **BUILDINGS** and in the event of any claim hereunder the nature and extent of any such interest will be disclosed to the **COMPANY**

6. Workmen

WORKMEN may be employed to effect repairs decoration general maintenance and minor alterations without prejudice to the insurance hereby The **COMPANY** shall not be liable for **DAMAGE** caused by **CONTRACTORS** on the **PREMISES** for the purpose of carrying out contract works structural or other substantial alterations or extensions (including any contract under JCT conditions) unless agreed by the **COMPANY** in advance It is a condition precedent to any liability of the **COMPANY** that when any such work involves the application or generation of heat whether by **CONTRACTORS** or **WORKMEN** or otherwise the **INSURED** shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other **DAMAGE**

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for any loss resulting from

- (i) the **EXCESS** specified in the Schedule

- (i) the **EXCESS** specified in the Schedule
- (ii) **DAMAGE** while the **PREMISES** is **UNOCCUPIED**
- (iii) **DAMAGE** during removal or installation

- (i) **DAMAGE** if the purchaser has otherwise insured the **PREMISES**

SECTION 7 BUILDINGS - EXTENSIONS (continued)

The Insurance by this Section is extended as described below

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for any loss resulting from*

7. Non Invalidation

The Insurance provided by this Section shall not be invalidated by reason of any act omission or alteration unknown to or beyond the control of the **INSURED** whereby the risk of **DAMAGE** is increased provided that immediately they become aware thereof they shall inform the **COMPANY** in writing and pay an additional premium and tax if required

8. Contractors

Where the **COMPANY** agrees in advance in writing that contract works structural or other substantial alterations or extensions may be carried out by **CONTRACTORS** on the **PREMISES** Fire exclusion (d) shall not apply provided that all precautions conditions and Risk Improvement Requirements imposed by the **COMPANY** are complied with

SECTION 7 BUILDINGS – BASIS OF SETTLEMENT

In respect of **BUILDINGS** the **COMPANY** will pay

- A the cost of reinstatement being
 - (i) where the property is lost or destroyed the cost of rebuilding
 - (ii) where the property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new
- B the cost of complying with European Union Legislation or Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereinafter called The Stipulations) being such additional cost of reinstatement of the property as may be incurred with the **COMPANYS** consent solely by reason of the necessity to comply with The Stipulations first imposed upon the **INSURED** following **DAMAGE** provided that the reinstatement is completed within twelve months of the occurrence of the **DAMAGE** or within such further time as the **COMPANY** may in writing allow
- C the cost of removing debris being the cost incurred with the **COMPANYS** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
 - (i) incurred in removing debris from outside the site of the **PREMISES** at which the **DAMAGE** has occurred other than from the area immediately adjacent to that site
 - (ii) arising from pollution or contamination of property not insured by this Section
- D the cost of professional fees being those necessarily incurred in the reinstatement of the property but not for preparing any claim

The undernoted provisions apply

- (1) European Union Legislation or Public Authority requirements
The **COMPANY** will not be liable for
 - (i) requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are excluded from the Insurance)
 - (ii) any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of The Stipulations
 - (iii) any amount in excess of 15% of the Sum Insured of the relevant Item or where the Sum Insured of the relevant Item applies to property at more than one **PREMISES** 15% of the total amount for which the **COMPANY** would have been liable had the property insured by the Item at the **PREMISES** where the **DAMAGE** occurred been wholly destroyed
 - (iv) the cost incurred in complying with The Stipulations for which there is an existing requirement which has to be implemented within a given period
- (2) Partial Damage
Where **DAMAGE** occurs to only part of the property the **COMPANYS** liability will not exceed the amount which the **COMPANY** would have been liable to pay had the property been wholly destroyed
- (3) Reinstatement on Another Site
The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the **INSURED** provided that it does not increase the **COMPANYS** liability

SECTION 7 BUILDINGS – BASIS OF SETTLEMENT

(4) Alternative Basis of Settlement

The **COMPANYS** liability will be limited to the Alternative Basis of Settlement (as defined below)

- (i) until the cost of reinstatement has actually been incurred
- (ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- (iii) if at the time of its **DAMAGE** the property is covered by any other insurance effected by or on behalf of the **INSURED** and such other insurance is not on the identical basis of reinstatement defined in Basis of Settlement A
- (iv) if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the **COMPANY** will pay the value of the property at the time of its loss or destruction or the amount of the **DAMAGE** including the cost of

- complying with The Stipulations
- removing debris
- professional fees

as defined in Bases of Settlement B C and D above and subject to the provisions and exceptions applying to those Bases of Settlement

For the purpose of the Underinsurance Provision the Insurable Amount will be the cost of reinstatement at the time of the **DAMAGE** of the Property Insured by the Item and the additional costs B C and D above

In respect of **RENT RECEIVABLE** the **COMPANY** will calculate the loss of **RENT RECEIVABLE** as follows

- (a) The amount by which **RENT RECEIVABLE** during the **INDEMNITY PERIOD** shall in consequence of the **DAMAGE** fall short of the amount that should have been received and
- (b) **INCREASE IN COST OF WORKING** but not exceeding the reduction of **RENT RECEIVABLE** avoided less any sum saved during the **INDEMNITY PERIOD** in respect of the charges and expenses of the **BUSINESS** payable out of **RENT RECEIVABLE** as may cease or be reduced in consequence of the **DAMAGE**

GENERAL PROVISION

Underinsurance

Under the Basis of Settlement above if at the time of **DAMAGE** the Sum Insured by the relevant Item or items on property or interest is less than the value of the item or items the amount otherwise payable by the **COMPANY** will be proportionately reduced

SECTION 7 BUILDINGS – CONDITIONS

1. RISK PROTECTIONS

A Automatic Sprinkler and Fire Alarm Installations

- (1) In respect of **DAMAGE** by Fire it is a condition precedent to the liability of the **COMPANY** that in respect of automatic sprinkler and fire alarm installations at the **PREMISES** the **INSURED** will
- (a) take all reasonable steps to prevent freezing of and other **DAMAGE** to the installations and in so far as it is the **INSUREDS** responsibility
 - (i) maintain the installations (including the automatic external alarm signal) in efficient and effective working order
 - (ii) maintain ready access to the water supply control facilities
 - (b) in the event that changes repairs or alterations to the installations are proposed notify the **COMPANY** in writing and obtain its prior agreement in writing
 - (c) allow the **COMPANY** access to the **PREMISES** at all reasonable times for the purpose of inspecting the installations
 - (d) carry out routine tests as agreed by the **COMPANY** and remedy promptly any defect revealed by a test
- (2) In the event that alterations or repairs become necessary to the automatic sprinkler installation the **COMPANY** may at its option suspend any cover which is granted against **DAMAGE** by the accidental escape of water from the installation until the alteration or repairs have been carried out and approved by the **COMPANY**

B Fire Extinguishing Appliances

In respect of **DAMAGE** by fire it is a condition precedent to the liability of the **COMPANY** that the **INSURED** will maintain all fire extinguishing appliances in efficient and effective working order

2. SUM INSURED

The Sum Insured in respect of any Item under this Section represents and will at all times be maintained by the **INSURED** to represent not less than the cost of reinstatement in the same form size style and condition as when new including the cost of complying with European Union Legislation or Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority the cost of removing debris the cost of professional fees and associated costs

3. MATCHING SETS AND SUITES

An individual item of a matching set of articles or suite of fitted furniture or sanitary ware or other sanitary fittings or other fixtures and fittings is regarded as a single item The **COMPANY** will only pay for individual damaged items and not undamaged companion pieces

4. DESIGNATION

Where necessary the Item heading under which any property is insured will be determined by the designation under which such property appears in the **INSUREDS** books

5. NOTICE OF UNOCCUPANCY

The **COMPANY** must be notified in writing immediately any building becomes **UNOCCUPIED** and a suitable additional premium paid if required

SECTION 8 TERRORISM

This Section is operative only if it is shown as being operative in the Schedule

TERRORISM EXTENSION SECTION (2004)

Notwithstanding anything stated herein to the contrary and in consideration of payment of the Terrorism Insurance Premium and its Insurance Premium Tax the insurance by this Policy is extended to include **DAMAGE to PROPERTY MONEY and BUILDINGS in GREAT BRITAIN** to the extent that such **PROPERTY MONEY and BUILDINGS** is specified as insured by Section 1 Property Section 3 Money and Section 7 Buildings of this Policy the proximate cause of which is an **ACT OF TERRORISM**

In the event of

- A an occurrence giving rise to **DAMAGE** as described above not being certified by Her Majesty's government or HM Treasury or any successor relevant Authority to have been an **ACT OF TERRORISM** and
- B the **COMPANY** obtaining a Tribunal ruling confirming the Secretary of State's non-certification and solely due to this the **COMPANY** is unable to recover the cost of such **DAMAGE** from Pool Reinsurance Company Limited the **COMPANY** will indemnify the **INSURED** for such **DAMAGE**

provided always that the following Special Exclusions and Special Conditions shall apply to this Section

SPECIAL EXCLUSIONS

The **COMPANY** will not be liable for

- (i) loss damage or destruction directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
 - (a) riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
 - (b) **VIRUS OR SIMILAR MECHANISM or HACKING or DENIAL OF SERVICE ATTACK** in respect of any **COMPUTER EQUIPMENT**
- (ii) loss damage or destruction in respect of
 - (a) any **NUCLEAR INSTALLATION or NUCLEAR REACTOR**
 - (b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
 - (c) any other type of property which is specifically excluded elsewhere in this Policy
- (iii) loss damage or destruction arising directly or indirectly from
 - (a) the release or threat of release of germs disease or other chemical or biological contagions or contaminants
 - (b) the use or threat of use of any nuclear device or radioactive substance in respect of any residential property

SPECIAL CONDITIONS

It is agreed that

- (i) in any action suit or other proceedings where the **COMPANY** alleges that any **DAMAGE** is not insured by this Policy the burden of proving that such **DAMAGE** is insured shall be upon the **INSURED**
- (ii) this Section is
 - (a) not subject to any of the exclusions specified elsewhere in this Policy other than those stated in the Special Exclusions above
 - (b) subject to all the other terms limits of liability definitions provisos and conditions of this Policy (including but not limited to any excess or deductible to be borne by the **INSURED**) except as expressly varied hereby
 - (c) not subject to any Long Term Agreement or Undertaking which may otherwise apply to this Policy

SECTION 8 TERRORISM (continued)

For the purposes of this Section the following definitions are added

ACT OF TERRORISM

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

DENIAL OF SERVICE ATTACK

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

Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

GREAT BRITAIN

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands

HACKING

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether the property of the **INSURED** or not

NUCLEAR INSTALLATION

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

(a) the production or use of atomic energy
(b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations

or

(c) the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

NUCLEAR REACTOR

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

VIRUS OR SIMILAR MECHANISM

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

This definition includes but is not limited to trojan horses worms and logic bombs

SECTION 9 BOOK DEBTS

THE INSURANCE

In the event of **DAMAGE** to the **INSUREDS** business records by any cause not specifically excluded under **SECTION 1 PROPERTY** occurring during the Period of Insurance

1. at the **PREMISES**
2. not at the **PREMISES** but within the **TERRITORIAL LIMITS** whilst
 - a. in **TRANSIT**
 - b. temporarily at premises occupied by persons acting on the **INSUREDS** behalf

preventing the **INSURED** from tracing or establishing customers debit balances the **COMPANY** will indemnify the **INSURED** for the amount of the loss as stated in the Basis of Settlement

Provided that the liability of the **COMPANY** in respect of any one claim and in the aggregate during any one Period of Insurance will not exceed £5,000

SECTION EXCLUSIONS

These apply in addition to the General Exclusions

*The **COMPANY** will not be liable for*

- a) *any loss due to*
 - i. *alteration manipulation falsification or other act in order to conceal any dishonesty*
 - ii. *book keeping accounting or invoicing errors or omissions*
 - iii. *records being mislaid misfiled or other unexplained disappearances*
- b) *any loss arising from erasure or distortion of the information on computer systems or other records due to*
 - i. *the presence of a magnetic flux*
 - ii. *the failure breakdown or malfunction of equipment*
 - iii. *error in the operation of equipment*
 - iv. *defects in records*
- c) *any loss due to **DAMAGE** to any computer or other equipment of component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **INSURED** or not*

*but this shall not exclude loss which arises from a **DEFINED PERIL** other than*

- i. *the acts of thieves and malicious persons which do not involve physical force or violence*
- ii. *the deliberate acts of rioters strikers locked out workers persons taking part in labour disturbances or civil commotions*

SECTION 9 BOOK DEBTS - SPECIAL DEFINITION

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section and the Schedule

OUTSTANDING DEBIT BALANCES

The total recorded debits adjusted for

- a) bad debts
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **DAMAGE**) to the credit accounts of the **BUSINESS** in the period between the date to which the last monthly record relates and the date of the **DAMAGE**
- c) any abnormal condition of trade which had or could have had a material effect on the **BUSINESS** so that the figures thus adjusted will represent as nearly as reasonably practicable those which would have been obtained at the date of the **DAMAGE** had the **DAMAGE** not have occurred

SECTION 9 BOOK DEBTS - BASIS OF SETTLEMENT

The COMPANY will pay as indemnity

- a) the difference between
 - i. the OUTSTANDING DEBIT BALANCES and
 - ii. the total of the amounts received or traced in connection with such balances
- b) the additional expenditure incurred with the consent of the COMPANY in tracing and establishing customers debit balances after the DAMAGE
- c) the reasonable charges payable by the INSURED to their professional accountants for producing information required by the COMPANY in investigating or verifying a claim under this Section

SECTION 9 BOOK DEBTS - CONDITION

This applies in addition to the General Conditions

DUPLICATE RECORDS AND STORAGE

It is a condition precedent to the liability of the **COMPANY** that the **INSURED**

- a) maintains a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the **BUSINESS** at the end of each week and in the event of **DAMAGE** resulting in a claim will supply that record to the **COMPANY** or
- b) will keep all business records in which credit accounts of the **BUSINESS** are shown stored in standard metal cabinets fire resisting cabinets safes or strongrooms when not in use

GENERAL CONDITIONS

These apply to all Sections of the Policy and all Endorsements and Extensions unless otherwise stated

Condition Numbers 1 to 8 inclusive are all conditions precedent to any liability of the **COMPANY** under this Policy

1. THE PROPOSAL

The answers and statements in the **PROPOSAL** are true and complete

2. REASONABLE PRECAUTIONS

The **INSURED DIRECTORS** or **PARTNERS** will

- (a) take all reasonable precautions to select and supervise staff
- (b) take all reasonable precautions to prevent accidents injury or **DAMAGE**
- (c) take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations
- (d) maintain the **PREMISES** and **PROPERTY** in sound condition

3. OBSERVANCE OF POLICY TERMS

The **INSURED** will observe and fulfil the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the **INSURED**

4. PAYMENT OF PREMIUM AND RELEVANT TAXES

- (a) The premium under this Policy is deemed to be the total gross premium paid by the **INSURED**
- (b) the **INSURED** will pay the Premium and any relevant taxes when due otherwise the Policy will be cancelled from the date when the Premium and taxes were due

5. ALTERATION OF RISK

The **COMPANY** will not be liable for any **DAMAGE** or legal liability following

- (a) alteration of the **PREMISES** or occupation thereof or to the **BUSINESS** whereby the risk of **DAMAGE** or legal liability is increased
- (b) cessation of the **INSUREDS** interest except by will or operation of law
- (c) alteration of **PARTNERS** having operational control of the **INSURED**

unless such alteration is agreed in writing by the **COMPANY**

6. CLAIMS – INSUREDS ACTION

Whenever anything occurs which might give rise to a claim or liability under this Policy the **INSURED** will

- (a) immediately notify the **COMPANY** but no later than seven days after the date of loss for any claim in respect of riot civil commotion strikers locked out workers and thirty days for any other loss
- (b) immediately notify the Police of any loss of **MONEY** or **DAMAGE** by theft or malicious persons
- (c) do and permit to be done all things reasonably practicable to minimise the **DAMAGE** or to minimise or check any interruption of or interference with the **BUSINESS** or to avoid or diminish the loss
- (d) not admit liability to any party
- (e) send to the **COMPANY** immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim
- (f) the **INSURED** shall at his own expense also produce and furnish to the **COMPANY** such books of account and other document proofs information explanation and other evidence as may reasonably be required by the **COMPANY** for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected therewith

7. CLAIMS – CO-OPERATION

The **INSURED** will provide all help and assistance and co-operation required by the **COMPANY** in connection with any claim

8. RISK IMPROVEMENT REQUIREMENTS

All Risk Improvement Requirements notified to and agreed by or on behalf of the **INSURED** shall be complied with and continue to be complied with during the whole currency of the Policy

9. CLAIMS – COMPANYS RIGHTS

The **COMPANY** having been advised of a claim or of an occurrence which might give rise to a claim under this Policy will be entitled

- (a) to enter the premises where the loss has occurred without incurring any liability and without diminishing the right of the **COMPANY** to rely on the terms and conditions of this Policy and may take and keep possession of any of the property insured for all reasonable purposes and deal with the salvage in any reasonable manner
- (b) to undertake in the name of the **INSURED** the defence control or settlement of any claim and for its own benefit take proceedings in the **INSUREDS** name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made
- (c) at its sole option to indemnify the **INSURED** by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof
The **COMPANY** will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one Item insured more than the Sum Insured thereon
- (d) to pay the **INSURED** in settlement of its liability under Section 2 Legal Liability and its Extensions for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
 - (i) the Limit of Indemnity or
 - (ii) such other amount for which the claim or claims may be settledThe **COMPANY** will only provide indemnity for legal costs and expenses as referred to in Section 2 Legal Liability incurred up to the date of such payment and any amount already paid will be deducted from this payment

10. CLAIMS – REPAYMENT OF EXCESS

The **INSURED** will repay to the **COMPANY** the amount of any **EXCESS** for which the **COMPANY** has made payment

11. DISHONESTY

If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the **INSURED** or any **DIRECTOR** or **PARTNER** or anyone acting on the **INSUREDS** behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of the **INSURED** or any **DIRECTOR** or **PARTNER** then all benefits under this Policy will be forfeited

12. ARBITRATION

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who is to decide the matter in dispute according to English law and is to be appointed by the parties in accordance with the English statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **COMPANY**

13. OTHER INSURANCES OR COMPENSATION

If at the time of any **DAMAGE** or injury there is any other insurance other than a more specific insurance covering the same property or liability or contingency the **COMPANY** will not be liable for more than its rateable proportion thereof and the **INSURED** will declare to the **COMPANY** the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance

14. VOIDANCE

This Policy is voidable in the event of misrepresentation misdescription or non-disclosure in any material fact

15. CANCELLATION

The **INSURED** may cancel the policy within 14 days of receipt of the Policy Schedule and Wording by writing to the **COMPANY** to confirm cancellation enclosing the Employers Liability Certificate (if there is one) upon receipt of which the **INSURED** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired period of insurance.

After the 14 day period the **INSURED** can cancel this policy by giving the **COMPANY** 7 days notice in writing enclosing the Employers Liability Certificate (if there is one). If there have been no claims made during the current period of insurance then the **INSURED** shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired part of the insurance. If there has been a total loss claim paid (or outstanding to be paid) during the current period of insurance the **INSURED** will not be entitled to any refund of premium. If any claims have been paid in the current period of insurance which are not for a total loss the cost of the claim payment(s) will be deducted from the proportionate part of the last period that would be refunded for the unexpired period of insurance.

GENERAL CONDITIONS (continued)

The **COMPANY** may cancel this Policy at any time by giving fourteen days notice by recorded delivery letter to the **INSUREDS** address last known to the **COMPANY** and in such event the **COMPANY** will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

16. WARRANTIES

Every warranty to which this Policy or any Section thereof is or may be made subject will from the time the warranty attaches apply and continue to be in force during the whole currency of the Policy

Non compliance with any such warranty in so far as it increases the risk of **DAMAGE** will be a bar to any claim in respect of such **DAMAGE**

17. COMPANYS LIABILITY

Unless stated otherwise the **COMPANYS** liability in any one Period of Insurance under this Policy shall not exceed

- (a) in the whole the Total Sum Insured or in respect of any Item its Sum Insured or any other Limit of Liability or Limit of Indemnity stated in the Policy at the time of the **DAMAGE**
- (b) the Sum Insured or Limit of Liability or Limit of Indemnity remaining after deduction for any other **DAMAGE** or interruption or interference consequent upon **DAMAGE** occurring during the same Period of Insurance unless the provisions within any relevant clause relating to Automatic Reinstatement of Sum(s) Insured have been complied with

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

In the event of conflict between this condition and any other provisions of the Policy this condition takes precedence

1. This Policy is a contract solely between the **COMPANY** (which term in this condition shall include Underwriter or Insurer) and the **INSURED** (which term in this condition shall include **ASSURED**) or **INSUREDS** specifically named in the Schedule

It is not intended to confer any contractual rights on any other person (which term in this condition shall include the plural bodies corporate and unincorporated associations) unless the **COMPANY** has agreed thereto in writing

The **COMPANY** may at its discretion and on such terms as it shall specify grant to the **INSURED** in writing the power to designate a person who shall then be entitled to such contractual rights under the Policy as may be specified and subject to the due observance of the terms and conditions of the Policy and of this Condition

2. Where the **COMPANY** has granted rights to a person other than the **INSURED** named in the Schedule or where the **COMPANY** has granted to the **INSURED** named in the Schedule the power to designate any other person as being entitled to contractual rights under this Policy such contractual rights shall be subject to the following additional conditions each of which shall be a condition precedent to the liability of the **COMPANY** to grant any indemnity or make any payment to that person under this Policy
 - (i) At the time when such contractual rights were granted to such person the Policy shall have been in full force and no circumstances shall have occurred which whether known or unknown to the **COMPANY** would entitle the **COMPANY** to rescind cancel or avoid the Policy
 - (ii) The **INSURED** named in the Schedule shall not be or have been in breach of any term or condition of the Policy
 - (iii) The **INSURED** named in the Schedule shall have complied fully with any procedures which may be from time to time issued by the **COMPANY** for the recording and notification of particulars of persons granted such contractual rights under the Policy
 - (iv) Up to and at the time of the occurrence of any event which is the subject of any claim under this Policy the person claiming contractual rights under this Policy shall have observed fully all terms and conditions of this Policy in so far as they shall be reasonably capable of being applied to such person and thereafter shall comply with all the terms of the Policy relating to the management of claims as if they were named as the Insured in the Schedule
3. Any right of the **COMPANY** to rescind cancel or vary this Policy shall not be subject to or diminished by the rights of any person who is granted contractual rights under the Policy

Notice of the exercise of such rights (namely to rescind avoid cancel or vary this Policy) by the **COMPANY** shall be effective if given in writing and sent to the last known address of the **INSURED** first named in the Schedule

Such notice shall be deemed to be notice to any person having contractual rights under the Policy

4. The maximum limit placed on any benefit Sum Insured or indemnity payable under this Policy shall not be increased by the number of persons entitled to exercise contractual rights under the Policy and the **COMPANYS** liability shall not thereby be increased above the amount that would have been payable if the **INSURED** first named in the Schedule was the only person entitled to contractual rights under the Policy
5. The receipt of any person appearing to be entitled to claim under the Policy shall be effective as a receipt on behalf of all such persons who may be entitled to claim under the Policy

The **COMPANY** shall not be under any duty to inquire into the relative priorities of any persons claiming to be entitled to any benefit or indemnity under the Policy

6. All other terms conditions and exclusions of the Policy shall remain in full force and effect

19. LAW APPLICABLE TO THE CONTRACT CONDITION

This Policy will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

20. EMPLOYERS LIABILITY RIGHT OF RECOVERY

Where Employers Liability risks are insured by this Policy the indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man However the **INSURED** will repay to the **COMPANY** all sums paid by the **COMPANY** which the **COMPANY** would not have been liable to pay but for the provisions of such law

21. LANGUAGE CONDITION

The contractual terms and conditions and other information relating to this contract will be in the English language.

GENERAL EXCLUSIONS

These apply to all Sections of the Policy and all Endorsements and Extensions unless otherwise stated

The **COMPANY** will not be liable for

1. NUCLEAR RISKS

- (a) loss or destruction of or damage to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect consequential loss*
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel*
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof**

This General Exclusion does not apply to the Employers Liability Insurance under Section 2 Legal Liability

2. WAR RISKS

any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

3. PRESSURE WAVES

loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

4. EXCLUDED PROPERTY AND CONTINGENCIES

loss damage or destruction to property or liability or contingencies more specifically insured by any other Policy or security

5. FINES OR PENALTIES

the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

6. NORTHERN IRELAND

loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any direct or indirect consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons

7. POLLUTION OR CONTAMINATION

*loss damage or destruction caused by or arising from pollution or contamination unless arising in consequence of **DAMAGE** caused by or resulting in a **DEFINED PERIL***

This General Exclusion does not apply to Section 2 Legal Liability and its Extensions

8. CHANGE IN WATER TABLE LEVEL

loss damage or destruction attributable solely to change in the water table level

9. CONSEQUENTIAL LOSS OR DAMAGE

Any other loss resulting directly or indirectly from the cause of your claim except where specifically included

10. WILFUL OR MALICIOUS DAMAGE

*any wilful or malicious act by a person lawfully at or in the **PREMISES***

11. TERRORISM

liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with

- (a) any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM**

except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees

For the purpose of this Exclusion an act of **TERRORISM** means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

In any action suit or other proceedings where the **COMPANY** alleges that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Liability) shall be upon the **INSURED**

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

12. DATE RECOGNITION/DISCONTINUITY

loss damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the **INSURED** or not and whether occurring before during or after the Year 2000

- (a) correctly to recognise any date as its true calendar date or
- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
 - (i) treating any date otherwise than as its true calendar date or
 - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date

or

- (c) otherwise to function correctly

but should such loss damage or destruction or consequential loss result in additional **DAMAGE** or consequential loss (which is not otherwise excluded) caused by

- (i) a **DEFINED PERIL** or
- (ii) theft

where insured and not otherwise excluded then this Exclusion shall not apply to such additional **DAMAGE** or consequential loss

This General Exclusion does not apply to Section 2 Legal Liability or Section 4 Personal Accident

All other terms conditions and exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary

Underwritten by Ageas Insurance Limited
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Registered in England and Wales No 354568
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