

Contents

	Page
General Definitions	2
General Conditions	5
General Exclusions	8
Part A – Material Damage	9
Part B – Business Interruption	11
Insured Perils to Parts A and B	15
Part C – ‘All Risks’	19
Additional Covers to Parts A and C	21
Special Conditions to Parts A and C	24
Exclusions to Parts A, B and C	25
Special Provisions to Parts A, B and C	27
Endorsements	28
Part D – Money	31
Part E – Public Liability	33
Part F – Hirers Liability	39
Part G – Employers Liability	42
Part H – Libel and Slander	44
Part I – Motor Vehicles	46
Part J – Legal Expenses and Uninsured Loss Recovery	55
Part K – Inspection Contract	57
Part L – Engineering Insurance	59
Part M – Deterioration of Stock	65
Part N – Fidelity Guarantee	67
Part O – Personal Accident	69
Part P – Legal Expenses	73
Part Q – Impact Damage (Street Furniture)	82
Commercial Helplines	83
Complaints Procedure	84

General Definitions

Wherever the words defined below appear in this Policy in capital letters they will have the same special meaning unless their meaning has been specifically varied in a particular Part.

AVERAGE

if at the commencement of DAMAGE a sum insured under any item which is declared to be subject to AVERAGE is less than the value of the PROPERTY covered by that item, the INSURED will be considered as being its own insurer for the difference and will bear a rateable proportion of the loss accordingly

BUILDINGS

the buildings at the PREMISES including:

- (a) landlord's fixtures and fittings
- (b) outbuildings, yards, forecourts, car parks
- (c) roads and pavements, but only to the extent of the INSURED's responsibility
- (d) walls, gates, fences, canopies and fixed signs
- (e) foundations
- (f) oil tanks, piping, ducting, cables, wires and associated control gear and accessories on the PREMISES and extending to the public mains but only to the extent of the INSURED's responsibility

BUSINESS

the business specified in the Schedule including:

- (a) the provision and management of catering, social, sports, first aid and welfare activities for EMPLOYEES
- (b) the INSURED's fire, security and ambulance services
- (c) maintenance of the BUILDINGS, plant and equipment

COMPUTER EQUIPMENT

computer equipment owned, leased, hired or rented by the INSURED including:

- (a) personal computers, monitors, printers, file servers, minicomputers, disk drives, modems, and associated and peripheral equipment
- (b) mainframe systems including all inter-connected wiring, fixed disks, and associated and peripheral equipment (including associated telecommunication equipment)
- (c) terminal equipment linked into mainframe systems
- (d) operating systems and proprietary software packages

CONSEQUENTIAL LOSS

loss resulting from interruption of or interference with the BUSINESS carried on by the INSURED at the PREMISES in consequence of DAMAGE to PROPERTY used by the INSURED at the PREMISES for the purpose of the BUSINESS

CONTENTS

the contents situated at the BUILDINGS including:

- (a) tenants' improvements, alterations and decorations
 - (b) patterns, models, moulds, plans or designs but only for an amount not exceeding £1,000 for any one item or set of items
 - (c) (i) documents, manuscripts and other business books but only for their value as stationery plus the clerical cost of reproducing them
 - (ii) computer systems records but only for the cost of the materials and of clerical labour and computer time expended in reproducing them and not exceeding £10,000 in total
- excluding any expense in connection with the production of information to be recorded therein

- (d) personal effects and tools of any MEMBER, EMPLOYEE, customer or visitor but only for an amount not exceeding £750 in respect of any one person provided that they are not otherwise insured

CONTENTS excludes:

- (a) landlord's fixtures and fittings
- (b) any contents more specifically insured
- (c) MONEY, credit cards or securities of any description

DAMAGE

material loss, destruction or damage

DATA PROCESSING SYSTEM

any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware

DEFINED PERIL

fire, lightning, explosion, 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, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

EMPLOYEE

any person who is:

- (a) under a contract of service or apprenticeship with the INSURED
- (b) supplied to or hired or borrowed by the INSURED under the terms of a written agreement
- (c) engaged under any work experience or similar scheme

whilst employed or engaged by the INSURED in connection with the BUSINESS

EXCESS

the amount for which the INSURED is responsible and which will be deducted from any payment under this Policy as ascertained after the application of all other terms and conditions of this Policy

INSURED

as specified in the Schedule to this Policy

INSURER

Zurich Insurance Company

MEMBER

any elected or co-opted member of the INSURED or the INSURED's committees or sub-committees

MONEY

coinage, bank and currency notes, bills of exchange, luncheon vouchers, cheques, giro cheques, giro cash cheques, bankers' drafts, national giro drafts, money orders, postal orders, current postage stamps, unused franking machine units, national insurance stamps, national savings stamps, national savings certificates, holiday with pay stamps (provided the INSURED is not otherwise indemnified), credit company sales vouchers, Value Added Tax purchase invoices and trading stamps, belonging to the INSURED or for which the INSURED has accepted responsibility and held in connection with the BUSINESS

PREMISES

the premises specified in the Schedule owned and/or occupied by the INSURED for the purposes of the BUSINESS

PROPERTY

material property

SPECIAL DEFINITION

wherever words commencing with a capital letter appear within a Part of this Policy following SPECIAL DEFINITION they will have the same defined special meaning within that Part of this Policy

TERRITORIAL LIMITS

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

TERRORISM

an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

UNOCCUPIED

vacant empty untenanted or not in use.

General Conditions

1. POLICY INTERPRETATION

Each Part of this Policy is declared to be a separate contract but will be subject to the General Conditions, General Definitions and General Exclusions.

2. WARRANTIES

Every warranty to which this Policy or any item 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 this Policy. Non-compliance with any such warranty insofar as it increases the risk of DAMAGE will be a bar to any claim in respect of such DAMAGE provided that whenever this Policy is renewed a claim in respect of DAMAGE occurring during the renewal period will not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

3. REASONABLE PRECAUTIONS

The INSURED will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury, loss or DAMAGE. In addition, the INSURED will comply with makers recommendations made in respect of plant and machinery wherever reasonably practicable.

4. MISREPRESENTATION

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure at any time by the INSURED of any material particular.

5. ALTERATION IN RISK

If a change of circumstances after the commencement of the insurance increases the risk of accident, injury, loss or DAMAGE or the INSURED's interest ceases except by operation of law this Policy will be voidable unless the INSURER has agreed in writing to accept such change.

6. CLAIMS PROCEDURES

(a) Action by the INSURED

On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the INSURED will:

- (i) as soon as possible give notice to the INSURER
- (ii) as soon as possible notify the Police in respect of any loss or DAMAGE caused by theft or malicious persons
- (iii) immediately forward to the INSURER any writ or summons issued against the INSURED
- (iv) at the INSURED's own expense and within:
 - (1) 7 days of DAMAGE caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
 - (2) 30 days of expiry of the Indemnity Period in respect of Part B
 - (3) 30 days in all other cases

supply full details of the claim in writing to the INSURER together with any evidence and information that may be required by the INSURER for the purpose of investigating or verifying the claim.

No settlement, admission or repudiation of liability, payment or promise of payment will be made without the written consent of the INSURER.

(b) Rights of the INSURER

The INSURER may take over in the name of and on behalf of the INSURED the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim for indemnity or damages and the INSURED will provide all information and assistance which the INSURER may require.

On the happening of DAMAGE to any PROPERTY in respect of which a claim is made, the INSURER and any person authorised by the INSURER may, without incurring any liability or diminishing any of the INSURER's rights under this Policy, enter, take or keep possession of the PREMISES where such DAMAGE has occurred and take possession of or require to be delivered to the INSURER any insured PROPERTY and deal with such PROPERTY in any reasonable manner. This Policy will be evidence of the INSURER's licence so to act.

No PROPERTY may be abandoned to the INSURER whether taken possession of by the INSURER or not.

(c) **Subrogation**

The INSURER may take legal proceedings in the name of the INSURED (but at its own expense) for the purpose of exercising for its own benefit any right of recovery of the INSURED against any other party and this Condition will be evidence of the INSURER's right so to do, whether before or after the INSURED has received an indemnity.

7. **CONTRIBUTION**

If at the time of any occurrence giving rise to a claim there is any other insurance effected by or on behalf of the INSURED providing an indemnity the INSURER's liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy in whole or in part or from contributing proportionately the liability of the INSURER under this Policy will be limited to any excess beyond the amount which would be payable under such other insurance had this Policy not been effected.

8. **FRAUD**

If any claim is in any respect fraudulent or if any fraudulent means be used by the INSURED or anyone acting on the INSURED's behalf to obtain any benefit under this Policy or if any injury, loss or DAMAGE be occasioned by the wilful act or with the connivance of the INSURED all benefit under this Policy will be forfeited.

9. **REINSTATEMENT**

The INSURER at its option may indemnify the INSURED by payment, reinstatement, replacement or repair in respect of DAMAGE to any PROPERTY or part thereof. If the INSURER elects to reinstate or replace any PROPERTY it will not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and will not in any case be bound to expend in respect of any one of the items insured under any Part more than the sum insured specified in the Schedule.

10. **LONG TERM AGREEMENT** (Applicable separately to each Part of this Policy unless otherwise stated in the Schedule).

In consideration of a discount being incorporated in the premiums on Parts of this Policy the INSURED undertakes to offer annually the insurance under each such Part on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums in advance, it being understood that:

- (a) the INSURER will be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- (b) the sum insured may be reduced at any time to correspond with any reduction in value or in the BUSINESS
- (c) Parts I, K and L only. Rates will be amended at each renewal date in line with the change in an index selected by the INSURER during the period of 12 months which expires 3 months prior to the month of renewal.

The above mentioned undertaking applies to any policy (or Part) which may be issued by the INSURER in substitution for this Policy (or Part) and the same discount will be incorporated in the premium on any substituted policy (or Part) issued by the INSURER.

Payment of the first or renewal premium will be deemed acceptance by the INSURED of this Condition.

11. PREMIUM ADJUSTMENT

If the premium for any Part of this Policy has been calculated on estimates furnished by the INSURED, the INSURED will within one month of the expiry of each Period of Insurance furnish to the INSURER such particulars and information as the INSURER may require. The premium for such period will then be adjusted and the difference paid by or allowed to the INSURED as the case may be, subject to the retention by the INSURER of any amount described as a minimum premium.

12. OBSERVANCE

The due observance and fulfilment of the terms and conditions of this Policy by the INSURED in so far as they relate to anything to be done or complied with by the INSURED will be a condition precedent to any liability of the INSURER to make any payment under this Policy.

13. 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 to be appointed by the parties in accordance with statutory provisions. 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 INSURER.

14. CANCELLATION

The INSURER may cancel this Policy or any Part thereof by giving 30 days notice in writing by recorded delivery to the INSURED at the INSURED's last known address. The INSURED will be entitled to a pro rata return of premium calculated from the date of cancellation.

General Exclusions

The INSURER will not be liable for:

1. Radiation

death, injury or disablement, DAMAGE to any PROPERTY whatsoever or any loss or expense whatsoever resulting or arising therefrom or any CONSEQUENTIAL LOSS or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This Exclusion will not apply to injury to an EMPLOYEE insured under Part G except where the INSURED has undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury

2. War Risks or Government or Public Authority Order

any consequence (except so far as necessary to meet the requirements of the Road Traffic Acts) of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation or requisition, seizure or destruction by the government or any public authority

3. Civil Commotion and Terrorism (Not applicable to Parts I and J)

- (a) in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) and not the Channel Islands nor the Isle of Man, DAMAGE or CONSEQUENTIAL LOSS by fire or explosion occasioned by or happening through or in consequence directly or indirectly of TERRORISM except to the extent stated in the Special Provision incorporated in this Policy
- (b) in Northern Ireland DAMAGE or CONSEQUENTIAL LOSS occasioned by or happening through or in consequence directly or indirectly of:
 - (i) civil commotion
 - (ii) TERRORISM

In any action, suit or other proceedings where the INSURER alleges that by reason of this Exclusion any DAMAGE or CONSEQUENTIAL LOSS is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such DAMAGE or CONSEQUENTIAL LOSS is covered (or is covered beyond that limit of liability) will be upon the INSURED

4. Sonic Bangs

DAMAGE or CONSEQUENTIAL LOSS by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.