

sagic



**THE SALVATION ARMY GENERAL  
INSURANCE CORPORATION LTD**

**COMMERCIAL COMBINED  
POLICY**

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## Contents

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	Page
Contents	2
Your Policy / Useful Information	3
Definitions	4
General Conditions	6
Claims Conditions	7
General Exclusions	9
Complaints Procedure	12
Elements of Policy Cover	13
Section A – Buildings & Contents	14
Section B – ‘All Risks’	22
Section C – Heating Installations	24
Section D – Glass	25
Section E – Deterioration of Stock	26
Section F – Money	27
Section G – Personal Accident (Assault)	29
Section H – Business Interruption	30
Section I – Terrorism	33
Section J – Liability	35
Data Protection & Privacy Policy	49

## Your Policy

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This is a contract of Insurance between You the Insured and Us the Insurer covering Your Premises in the United Kingdom.

It is essential that all material details affecting the risk are disclosed to Us at the outset or immediately they occur if any alterations arise in future. If You have any doubt whether any detail is material You should tell Us so that We can decide.

In return for payment by You of the premium, We will insure You against Damage as defined within, occurring during the Period of Insurance stated in the Policy Schedule, or any subsequent period for which You shall have paid the premium and We shall have accepted the premium, in accordance with the relevant Sections specified in Your Insurance Schedules, subject to the terms, conditions and exclusions of this Policy.

Almost certainly Your needs will change. If they do please tell Us. Your Policy is designed for easy amendment and an updated Schedule will be sent to You each time there is an alteration in cover or to the Sums Insured. Updated Schedules should be kept with the Policy so that You can refer to them to check the full details of the cover currently in force. Similarly, renewal Schedules and any notice which We might issue from time to time should be kept with this Policy.

Please read Your Schedule and this policy and return them to Us for amendment if they are not in accordance with Your requirements.

This Policy should be kept in a safe place – You may need to refer to it if You have to make a claim. It is recommended that You retain details of Your Employers Liability policy/certificates for at least 40 years.

## Useful Information

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### **Law applicable to the Policy**

Unless We and You have agreed otherwise in writing this Policy shall be governed and construed in accordance with English Law unless the Premises are located in Scotland in which case Scottish Law shall apply.

### **Making a claim**

Should You need to make a claim then please check Your Policy for cover details and then phone:-

**0300 030 1865**

## Definitions (Applying to Sections A-I)

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Each time the following words or phrases are used in this Policy, or on Your Schedule they will have the specific meaning shown below:

### **Acts of Terrorism**

For the purposes only of the cover provided under this Section I – Terrorism, means an act, including but not limited to the use of force or violence and/or the threat of thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **Business**

Means the Business described in the Policy Schedule including

- i. the ownership (including maintenance) of Buildings specifically insured by this Policy.
- ii. the provision and management of canteen, social, sports and welfare facilities for Your Employees.
- iii. first aid, fire and ambulance services.
- iv. private work carried out with Your consent for You or any of Your directors partners or other senior officials of Your Business by any of Your Employees within the Geographical Limits.

### **Damage**

Loss, destruction or Damage.

### **Employee**

Includes:-

- i. any person under a contract of service or apprenticeship with You
- ii. a person under a contract of service or apprenticeship with some other employer and who is hire to or borrowed to You
- iii. a labour master or person supplied by him
- iv. a person engaged by a labour only sub-contractor
- v. a self-employed person working on a labour only basis under Your control or supervision
- vi. a driver or operator of hired-in plant
- vii. a trainee or person undergoing work experience
- viii. a voluntary helper
- ix. persons working under the Community Offenders Act 1978 Community Offenders (Scotland) Act 1978 or similar legislation
- x. at Your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business

whilst engaged in working for the Insured in connection with the Business

### **Excess**

An amount to be deducted from any claim settlement. The amount of any Excess is stated in this Policy or shown on Your Schedules. Where an Excess applies, the amount shown is deducted from each and every claim arising from the cause concerned.

### **Injury**

Means death, bodily injury, illness, disease or shock.

### **Insurance Schedules / Schedule**

The separate document issued to you containing details of You, the Premises, activities, Sections of the Policy which apply, Sums Insured, the Period of Insurance, together with details of premiums due from You.

### **Insured/You/Your**

The person(s), company or organisation (including a board of trustees) named in the Schedule as the policyholder.

### **Insurer/We/Our/Us**

The Salvation Army General Insurance Corporation Limited (sagic)

**Insured Event**

The circumstances of an incident for which cover applies to an event covered by the Section.

**Insured Property**

The Insured Property described in Your Schedules.

**Period of Insurance**

The period commencing with the effective date shown in Your Schedules and ending 12 months later for which We agree to provide the insurance described in this Policy in return for Your payment of, or agreement to pay the premium.

**Personal Effects**

The term "Personal Effects" means clothing and personal property worn or carried in everyday life, including watches, jewellery, valuables, furs, leather goods, electronic items, mobile phones and sports equipment (when not in use).

**Policy**

The wording together with all Schedules, endorsements and notices attached or issued by the Insurers.

**Pollution**

Means:-

- i. Pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
- ii. all loss destruction damage or Injury directly or indirectly caused by such Pollution or contamination

**Premises**

The Buildings stated in Your Schedules.

**Sections**

Details of the cover as set out in this Policy by Section, which correspond with the Sections shown in Your Schedules.

**Sum Insured / Limit of Liability**

The Sum Insured as shown in Your Schedules against any Section or Item, is the maximum we will pay for all claims arising out of any one incident.

**Territorial Limits**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands.

**Money**

Coins, bank and currency notes, postal orders, money orders, securities for money, crossed bankers drafts, unused postage stamps, unrecorded cheques received, travellers cheques, National Savings stamps and certificates, premium bonds, luncheon vouchers, charity and consumer redemption vouchers, gift tokens, credit and debit card sales vouchers, Giro payment orders, Value Added Tax purchase vouchers, luncheon vouchers, gift tokens and unused credit on postal franking machines all belonging to You or for which You are responsible.

**Recorded Cheques**

Cheques that, as soon as they are received, are recorded electronically or in a book for that purpose and that is not kept with the cheques. The record must include the name and address of the payer and the value of the cheque.

**Transit**

Transit means whilst the money is being transported directly

- i. between the Premises and the home of any Employee with Your consent.
- ii. to or from the bank.

**Unoccupied**

Buildings or any part thereof that have become Unoccupied or untenanted for a period of more than 30 consecutive days.

**Unrecorded Cheques**

Unrecorded Cheques are those that have not been recorded immediately upon receipt in the way described in "Recorded Cheques".

**Valuables**

Jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals, works of art, sets of stamps, coins or medals all belonging to You, but not property more specifically insured by any other policy

## General Conditions

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Unless otherwise stated the following conditions apply to all Sections of this Policy:

**Schedules**

This Policy and Your Schedules (which form an integral part of this Policy) shall be read together as one contract and any words or expressions, to which specific meanings have been attached in any part of this Policy, or of Your Schedules, shall bear such specific meanings wherever they may appear.

**Reasonable Precautions**

You shall take all reasonable precautions to prevent Damage to the Insured Property.

**Alterations**

You must advise Us as soon as possible about any change in circumstance which increases the risk of Damage to the Insured Property.

**Cancellation**

We may cancel this Policy by giving 30 days' notice in writing by recorded delivery to Your last known address and We shall return a proportionate part of the premium of the unexpired period of the Policy. You may cancel this Policy by giving Us written instructions. Provided no claim has been made during the current Period of Insurance, You will be entitled to a proportionate return of premium for the unexpired period of this Policy, less an administration charge.

**Fraudulent claims**

If You, or anyone acting on Your behalf, make(s) a claim under this Policy knowing the claim to be false or fraudulent in any way, this Policy will become void and all claims under it will be forfeited. If You have made a deliberately false statement, or declaration in connection with the contract between You and Us, this Policy will become void and all claims under it will be forfeited.

**Data Protection**

All personal data provided by You will be treated by Us as confidential and will not be disclosed to any third party without Your consent unless permitted by law or as set out in our Data Protection & Privacy Policy which you will find included in this Policy.

**Contracts (Rights of Third Parties) Act 1999**

A person or company who was not party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

**Discharge of Liability**

We may at any time pay the Limit of Indemnity or the Sum Insured or a smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payment except for Costs and Expenses incurred prior to the payment of the claim.

### **Fair Representation**

You have a duty to make to Us a fair presentation of the risk before the inception of this Policy; when an alteration is made to this Policy; and at the renewal of this Policy.

If a breach of such duty is:

- i. deliberate or reckless
  - a. in relation to an alteration made to this Policy, We may treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid; or
  - b. in relation to inception or renewal of this Policy avoid this Policy and refuse all Claims and retain any premiums paid; or
- ii. neither deliberate nor reckless
  - a. in relation to an alteration made to this Policy and We would not have agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made; or
  - b. in relation to inception or renewal of this Policy and We would not have entered into this policy on any terms, We may avoid this Policy and refuse all Claims but will return any premiums paid; or
- iii. neither deliberate nor reckless
  - a. in relation to an alteration made to this Policy, and We would have agreed to the alteration but on different terms; or
  - b. in relation to inception or renewal of this Policy, and We would have entered into this Policy but on different terms,

the Policy will be treated as if it has been entered into on those different terms, if either of the above would have resulted in us charging an increased premium on what was actually charged, We may reduce proportionately the amount to be paid on a claim. We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms), based on the total premium actually charged compared to the premium that We would have charged;

We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to us a fair presentation of the risk.

## **Claims Conditions (Applying to Sections A-I)**

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If You fail to comply with any of Your responsibilities shown below we may at our option refuse to deal with Your claim or reduce the amount for payment as We deem appropriate and We may cancel Your Policy.

### **Action by You**

#### **Immediate Notice**

On the happening of any event which may give rise to a claim You must tell Us immediately, or as soon as reasonably possible and give Us all the assistance we may reasonably require.

#### **Inform Police**

Inform the Police immediately if any Damage is caused by:

- i. Theft or any attempt thereat.
- ii. Malicious persons or vandals.
- iii. Riot, civil commotion, strikes or labour disturbances.
- iv. Impact by any Road Vehicle or animal.

#### **Supply Full Details**

Supply to Us at Your expense full details of the claim in writing including any supporting evidence and information (e.g. photographs) that We require within the following periods of time:

- i. 7 days for damage by riot, civil commotion, strikes, labour disturbances or malicious persons,
- ii. 30 days after any other Damage or accident.

#### **Minimise Loss**

Take immediate action so far as is reasonably practical to minimise loss, recover lost property and prevent further Damage or accident.

### **Recoveries**

At Our request and at Our expense do or allow to be done everything reasonably required by Us, for the purpose of making recoveries from other parties, whether such action is necessary before or after We pay Your claim under this Policy.

### **In respect of any claim under Section G – Personal Accident (Assault) only:**

- i. Medical Practitioner  
Arrange for the Beneficiary to place themselves under the care of a qualified medical practitioner whose advice they must follow.
- ii. Medical Evidence  
Provide to Us at Your expense all certificates, information and evidence that we require.

### **Our rights**

#### **Enter the Premises**

We or Our appointed representative have the right to enter any Building where Damage has occurred and take and keep any of the Insured Property and to deal with salvage in a reasonable manner. We have the right to the salvage of any Insured Property. You cannot abandon any property to Us.

#### **Benefit of Your rights**

We are entitled to take the benefit of Your rights against another person.

#### **Repair or Reinstate**

If We elect to repair, reinstate or replace any property, We shall only do so in a reasonably sufficient manner and We shall not spend more than the relevant Sum Insured.

#### **Arbitration**

Where We have accepted a claim under this Policy, but We and You cannot agree on the amount to be paid, the disagreement shall be referred to an arbitrator appointed by You and Us, in accordance with the statutory provisions for the appointment of an arbitrator. Where this occurs an award must be made by the arbitrator, before legal proceedings can be commenced against Us.

#### **Subrogation**

Any claimant under this Policy shall at the request and at the expense of Us, do and concur in doing, and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon its paying for or making good any Damage under this Policy, whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.

### **In respect of any claim under Section G – Personal Accident (Assault) only:**

- i. Medical Examination  
We have the right to require, at Our expense, the Beneficiary to undergo medical examination.
- ii. Post Mortem  
In the event of death of a Beneficiary, We shall be entitled to carry out a post mortem of the body at our Own expense.

### **Our Responsibilities**

#### **We will:**

Deal with Your claim quickly, promptly and fairly.

Keep You informed on the status of Your Claim from time to time.

Once the claim is agreed, settle the claim promptly in accordance with the appropriate Basis of Settlement set out in this Policy.

#### **Claims Guarantee:**

Following a claim, any permanent work carried out by a supplier provided by sagic are guaranteed for 1 year from completion of the works.



## General Exclusions (Applying to Sections A-I)

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In addition to the exclusions mentioned in each Section of this Policy, other than Section G – Personal Accident (Assault), under the paragraphs headed “What is not covered under Section G”, the following exclusions apply:

This Policy does not cover Damage caused by or resulting from:

### **Intentional causes**

Intentional causes, at Your direction or with Your knowledge.

### **War**

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to property by or under the order of any governments or public or local authority.

### **Ionising Radiations or Radioactivity**

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

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any 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.

### **Terrorism**

Any act of Terrorism, as defined in the next paragraph, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i. involves violence against one or more persons; or
- ii. involves damage to property; or
- iii. endangers life other than that of the person committing the action; or
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

Also excluded is any Damage, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

This exclusion does not apply to Section I – Terrorism.

### **Riot, in Northern Ireland**

Any Insured Property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- i. riot or civil commotion
- ii. any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association.

"Unlawful Association" means any organisation which is engaged in Terrorism and includes an organisation which at any relevant time is a prescribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act, 1973.

In any action, suit or other proceedings where We allege that by reason of this condition any Damage is not covered by this Policy the burden of proving that such damage is covered shall be upon You.

## **Electronic Data**

- i. Distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

- ii. However, in the event that a peril listed below results from any of the matters described in paragraph i. above, this Policy, subject to all its terms, conditions and exclusions, will cover Damage occurring during the period of insurance to the Insured Property directly caused by such listed peril.

Listed Perils:     Fire  
                          Explosion

## **Electronic Data Processing Media Valuation**

It is understood and agreed that should electronic data processing media included in Your Schedules suffer Damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

## **Consequential Loss**

Consequential Loss of any kind or description except if coverage is specifically provided under any additional item included in Your Insurance Schedules as described under Sections A& H.

## **Other Policies**

Recoverable under any other policy, except for a proportionate share.

## **Pressure Waves**

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

## **Pollution**

as defined in the General Definitions and Interpretations other than Pollution resulting in Damage to property insured by this Policy or interruption of or interference with the Business not otherwise excluded caused by any of the following perils:-

Fire, Explosion, Aircraft, Earthquake, Riot, Malicious Damage, Storm, or Flood, Escape of Water, Impact, Sprinkler Leakage, Theft, or Subsidence all as defined in Section 1- Buildings and Contents of this Policy.

## **Date Recognition Failure**

This Policy does not cover:-

- i. Damage
- ii. interruption of or interference with the Business
- iii. Costs and Expenses other than in connection with Employers' Liability
- iv. legal expenses

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

- i. correctly to recognise any date as its true calendar date
- ii. correctly to capture save retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii. correctly to capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data

Provided that (i) and (ii) shall not apply to

- a. subsequent Damage or
- b. subsequent interruption of or interference with the Business

not otherwise excluded which results from any of the following perils

Fire, Explosion, Aircraft, Earthquake, Riot, Malicious Damage, Storm, or Flood, Escape of Water, Impact, Sprinkler Leakage, Theft, or Subsidence all as defined in Section 1- Buildings and Contents of this Policy.

**Deliberate Damage or Criminal acts**

Any deliberate, malicious or willful acts or arising from any criminal activity by You.

**Communicable Disease**

An outbreak of any human infectious or contagious diseases (either known/discovered or unknown/undiscovered at the date of the inception of the insurance policy), whether notifiable or otherwise.

**Wear & Tear or Gradually Operating**

Wear and tear, depreciation or any gradually operating cause, including but not limited to wet rot, dry rot, rust, deterioration.

**Faulty Workmanship**

Faulty workmanship, defective design or the use of defective materials.

**Breakdown**

Mechanical or electrical breakdown.

**Cyber**

Any loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to a) and/or b) above.

However, where a fire or explosion occurs as a result of a) or b) above, we will still cover damage resulting from that fire or explosion.

## Complaints Procedure

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**The complaints procedures apply to all Sections of the Policy underwritten by sagic**

Sagic greatly values its customers and aims to provide excellent products and services.

We are committed to treating our customers fairly and use a friendly approach in all communications with clients. However, We recognise that sometimes circumstances may arise where You feel You have cause for complaint.

We always do our best to resolve complaints as quickly, thoroughly and fairly as possible. This document explains how We respond to Your complaint and what You can expect if You complain.

### How to make a complaint

If You have purchased Your policy from a broker, please initially submit Your complaint to them. Alternatively, if You have purchased this policy directly from sagic, then please contact Us and tell Us:

- Your name, address and contact details
- Your policy details (if applicable)
- Details of what has gone wrong and when it happened

### You can contact us by:

**Telephone:** 0300 030 1865

**Email:** [complaints@sagic.co.uk](mailto:complaints@sagic.co.uk)

**Post:**

The Complaints Department,  
The Salvation Army General Insurance Corporation Limited,  
Saxon House, 27 Duke Street, Chelmsford, CM1 1HT

### Our Complaints Handling Process

We aim to resolve complaints as quickly as possible and within 3 working days of receiving Your complaint. If Your complaint is resolved within 3 days, We will send You a Summary Resolution Communication that includes contact details for the Financial Ombudsman Service (FOS). If You are dissatisfied with Our response, You can refer Your complaint to the FOS within six months from the date of the Summary Resolution Communication.

However, some complaints are more complex and may require more time to investigate and resolve. If this is the case, We will write to You within 5 working days of receiving your complaint, summarising the complaint to ensure We have understood it correctly. We will also provide You with copy of this document, 'Making A Complaint'.

We will keep You updated throughout Our investigation into Your complaint and will write to You after 4 weeks if We are still investigating Your complaint.

When We have completed Our investigation, We will write to You within eight weeks and provide You with a Final Response, or a response that explains any further delay in investigating the complaint, and why We are unable to provide a final response at this stage.

If You are not satisfied with Our response, You can refer Your complaint to the Financial Ombudsman Service. You have six months to do this from the date of our Final Response or Our response that explains further delay with the investigation. We will provide You with a FOS leaflet or link to the online version of the leaflet at this stage of the process.

### The Financial Ombudsman Service (FOS)

The Financial Ombudsman Service is a free, independent service for resolving disputes between customers and financial services institutions.

Contact details:

**Telephone:** 0800 023 4567 or 0300 123 9123

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

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

**Post:** The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

## Elements of Policy Cover (Applying to Sections A-I)

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Each section gives precise details of the cover You have chosen subject to any variation shown on Your Schedules or by separate document, together with any specific terms and conditions applying to that Section.

Within each Section is:

### **Definitions**

Explanation of the specific meaning of a number of words which, wherever they appear in this Section, always has the same meaning.

### **What is covered by the Section**

The events for which each item is covered by the Section of the Policy, subject to any variation shown on Your Schedules or any specific exclusions as detailed under each item.

### **What is not covered by the Section**

Description of events, circumstances or occurrences, which are not covered under the Section of the Policy.

### **Conditions which apply to the Section**

Fundamental matters that affect the way the Section of the Policy operates.

### **Warranties applying to the Section.**

These are requirements that You must comply with, otherwise any breach of a warranty may result in You not being covered.

## Section A – Buildings & Contents

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### Definitions (Applicable to Section A only)

#### **Buildings**

The Buildings which You use for Your Business at the Premises built of brick, stone or concrete and roofed with slates, tiles, concrete, metal or slabs composed of incombustible material unless otherwise advised to Us. Buildings include fixtures and fittings, fixed heating and lighting installations, windows (including coloured, painted, engraved or stained glass windows), satellite television receiving equipment, television or radio aerials, aerial fittings or masts, small outbuildings and lychgates irrespective of their construction, boundary walls, fences, gates, notice boards, paths, drives and paved areas and, so far as they are regarded as immovable, integral fittings and fixtures of the building, fonts, pulpits, paneling, screens and pews all belonging to You or for which You have accepted legal responsibility.

#### **Including Architects', Surveyors' & Consulting Engineers' Fees**

The fees necessarily and reasonably incurred, with our prior approval in reinstating any Building after Damage, excluding fees in connection with the preparation of any claim.

#### **Contents**

Furniture, machinery and plant, fixtures and fittings, consumable goods and all other contents, including, if not otherwise insured, movable pews, pulpits, fonts, paneling, screens in the Buildings at the Premises, documents, stationery, plans, designs, office records, and books, all belonging to you or for which you have accepted responsibly in writing prior to any loss.

Excluding:

- i. Money, credit or debit cards, other negotiable instruments.
- ii. motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft.
- iii. Property of Others.
- iv. wearing apparel and personal effects.
- v. living creatures, trees, shrubs, plants or other vegetation.
- vi. any property more specifically insured in this or any other Policy.
- vii. Stock
- viii. gold, silver, jewelry, precious stones, and furs unless the Schedule states otherwise
- ix. land lords' fixtures and fittings

#### **Personal Effects of Employees**

The term "Personal Effects" means clothing and personal property worn or carried in everyday life, including watches, jewellery, valuables, furs, leather goods, electronic items, mobile phones and sports equipment (when not in use).

This item covers the Personal Effects of Employees employed by You at the location named in Your Schedule.

Excluding:

- i. money, credit or debit cards, other negotiable instruments.
- ii. motor vehicles licensed for road use or their accessories or anything contained in them, trailers, caravans, watercraft or aircraft.
- iii. living creatures, trees, shrubs, plants or other vegetation.
- iv. any property insured in any other Policy or more specifically insured in this Policy.
- v. Valuables.
- vi. theft from any Premises whilst closed,
- vii. property in the open.

## **Stock**

Stock and materials in trade whether belonging to You or held in Your care for which You are responsible in connection with Your Business at the Premises, but excluding property otherwise insured under this Section.

Excluding:

- i. Money, credit or debit cards, other negotiable instruments.

## **What is Covered Under Section A**

If during the Period of Insurance the Insured Property described above and listed as insured in Your Schedule under this Section suffers Damage at the insured Premises caused by any Insured Event detailed below, We will pay in accordance with the terms of this Section for the cost of the Damage provided that the cause of the damage is not excluded under the appropriate Insured Event or is not excluded under the section 'What is Not Covered Under Section A'.

If the words "Not Insured" appear in this Section of the Schedule, this coverage does not apply to the Premises concerned.

## **Insured Events Under Section A**

1. **FIRE, SMOKE, LIGHTNING, EXPLOSION**, but excluding:-
  - i. spontaneous fermentation or heating process  
fire due to its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat.
  - ii. explosion, caused by or consisting of:
    - a. 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 your control.
    - b. 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.
3. **EARTHQUAKE, VOLCANIC ERUPTION OR SUBTERRANEAN FIRE.**
4. **RIOT, CIVIL COMMOTION, STRIKERS, LOCKED - OUT WORKERS**, or persons taking part in labour disturbances or **MALICIOUS PERSONS**, but excluding Damage:-
  - i. arising from cessation of work due to riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, or malicious persons.
  - ii. any amount exceeding £5,000 in respect of any one event caused by anyone lawfully in the Premises.
5. **STORM, FLOOD**, but excluding Damage:-
  - i. attributable solely to a change in the water table level.
  - ii. by frost, subsidence, ground heave or landslip.
  - iii. in respect of movable property in the open, fences, gates and decking.
  - iv. in respect of Stock unless raised at least 150mm (6 inches) above floor level.
6. **ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE**, but excluding Damage:-
  - i. involving discharge or leakage from any automatic sprinkler installation.
  - ii. in any Building which is empty or not in use.
7. **DAMAGE TO ANY INTERNAL FIXED WATER TANK APPARATUS OR PIPE CAUSED BY FREEZING** when Buildings are insured, but excluding Damage:-
  - i. to any internal fixed water tank apparatus or pipe caused by freezing when Buildings are not insured.
8. **ESCAPE OF OIL FROM ANY FIXED OIL FIRED HEATING INSTALLATION.**
9. **IMPACT** by road vehicle, animal or train.

10. **THEFT OR ATTEMPTED THEFT** but excluding:-
- i. Damage caused by or consisting of theft or attempted theft where any person in Your employment or service or any member of your family are concerned as principal or accessory.
  - ii. any amount exceeding £5,000 in respect of any one event caused by anyone lawfully in the Premises.
11. **REPLACEMENT LOCKS AND KEYS IF THE KEYS TO THE BUILDINGS ARE STOLEN** from the Premises or from the home of person authorised to hold keys or as a result of the threat of or actual assault or violence. The cost of replacing locks is covered only if the keys are kept in a locked receptacle. The maximum amount payable for any one incident under this insured event is £1,000.
12. **SPRINKLER LEAKAGE**, that is to say, water being accidentally discharged or leaking from the automatic sprinkler installation(s) at the Premises, but excluding Damage:-
- i. in any Building which is empty or not in use.
  - ii. to the automatic sprinkler installation(s) other than that caused by an insured event.
13. **DAMAGE BY FALLING TREES AND BRANCHES, TELEGRAPH POLES, LAMPPOSTS OR SIGNPOSTS**, including, where Buildings are insured the cost of removing those that cause Damage to the Buildings, but excluding Damage:-
- i. by falling trees and branches, telegraph poles, lampposts or signposts.
  - ii. to fences, gates or decking.
14. **LEAKAGE OF BEVERAGES** from storage containers, pipes and apparatus, but excluding:-
- i. leakage from bottled Stock.
  - ii. Damage to Stock unless raised at least 150mm (6 inches) above floor level.
15. **GOODS IN TRANSIT**, loss or Damage to the Contents insured by this section whilst in transit by vehicles owned, hired or leased by You (including loading and unloading) anywhere within the United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland, but excluding:-
- i. any amount exceeding £5,000 in respect of any one event.
  - ii. deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft.
  - iii. any consequential or indirect loss of any kind, loss or market or Damage due to delay.
  - iv. Damage to bills of exchange, promissory notes, money, securities for money, stamps, precious stones, jewelry, bullion or loss or death of or injury to living creatures.
  - v. loss or Damage due to natural deterioration.
  - vi. theft from any unattended vehicles unless:-
    - a. all keys are removed from the vehicle and the vehicle is securely locked at all points of access and any additional locking devices, immobilisers or alarms be in operation where fitted.
    - b. the vehicle is situated within a securely locked building or compound between the hours of 9.00pm and 6.00am.
16. **ANY OTHER ACCIDENTAL DAMAGE (Only insured if shown on your schedule)**, but excluding:-
- i. normal maintenance and redecorating.
  - ii. unexplained disappearance, inventory shortage or shortage due to error or omission.
  - iii. Damage due to any insured event already covered by or excluded under any insured event in 1-15 above or any extension below.
  - iv. Damage caused by or resulting from:
    - a. deliberate act of the Insured or the occupant or any member of the occupant's family.
    - b. wear, tear, depreciation or gradually operating cause including, but not limited to, rust, corrosion, damp, action of light, atmospheric or climatic conditions or frost.
    - c. vermin, moths, insects, parasites, woodworm, fungus, mildew, rot or frost.
    - d. domestic pets.
    - e. mechanical or electrical fault, breakdown, or failure.



- f. subsidence, heave, landslip.
  - g. movement, settlement, shrinkage, expansion, collapse or cracking of the Buildings.
  - h. demolition, structural alteration or structural repair to the Buildings.
  - i. faulty workmanship, defective design, the use of defective materials.
  - j. inherent vice or latent defect.
  - k. any process of cleaning, dyeing, altering, repairing, renovating or restoring
  - l. marring, scratching or denting.
  - m. change in temperature, colour, flavor, texture, or finish.
- v. Damage to:
- a. Money, clothing or Personal Effects of any description, or Personal Effects of Employees.
  - b. domestic pets, livestock, plants and trees.
17. **SUBSIDENCE GROUND HEAVE AND/OR LANDSLIP (Only insured if shown on your schedule)**, arising from subsidence, ground heave or landslip of any part of the site on which the Premises stands excluding:-
- i. Damage to any paths, drives and other surfaced areas, walls, gates and fences unless the Building itself is lost, destroyed or damaged at the same time as a result of subsidence, ground heave or landslip.
  - ii. Damage resulting from:-
    - a. the normal settling or bedding down of new structures.
    - b. coastal or river erosion,
    - c. defective design or workmanship or the use of defective materials or fire, subterranean fire, explosion, earthquake or escape of water from any tank, pipe or apparatus.
  - iii. Damage which commenced prior to the inception of the Period of Insurance.
  - iv. Damage occurring as a result of demolition, construction, structural alteration or repair of any property or ground works or excavation at the same Premises.
  - v. the first £2,500 (or as shown in the Schedule whichever the greater) of each and every loss at each separate Premises.
18. **WHEN BUILDINGS ARE INSURED:**
- 18.1. **DAMAGE BY FALLING RADIO OR TELEVISION AERIALS, SATELLITE DISHES, FITTING OR MASTS**, but not Damage to the aerials, dishes, to masts themselves.
- 18.2. **ACCIDENTAL DAMAGE TO UNDERGROUND PIPES AND SERVICES** subject to a maximum amount payable for any one incident under this insured event of £10,000, but excluding:-
- i. blocked drains, sewers and the like due to any material, substance or object entering the drains or sewers from your premises.
  - ii. due to wear, tear, deterioration or the pipes having reached the end of their normal life.
  - iii. Damage for which You are not legally liable
- 18.3. **ACCIDENTAL DAMAGE TO FIXED SANITARY FITTINGS** where Buildings are insured or where Your Schedule indicates that this cover is provided, but excluding:-
- i. Damage for which You are not legally liable.
  - ii. Damage caused by repairs or alterations to the Premises.
- 18.4. **CLEARING, CLEANING OR REPAIRING DRAINS GUTTERS AND SEWERS** for which You are responsible following Damage that is a valid claim under insured events 1 to 16 above.
- 18.5. **DAMAGE TO GARDENS AND GROUNDS CAUSED BY THE EMERGENCY SERVICES** attending an incident at the Building that results in damage that is the subject of a valid claim under insured events 1 to 16 above, for reasonable costs of making good but not exceeding £2,500 for any one claim.
- 18.6. **HEADSTONES, MONUMENTS AND MEMORIALS** rendered dangerous as a result of an insured event 1 to 16 above, for reasonable costs of making safe but not exceeding £1,000 for any one claim.
- 18.7. **TRACE AND ACCESS**, in the event of Damage resulting from Insured Events 6 and 8 we will pay the

reasonable costs necessarily incurred by the Insured in locating the source and subsequent making good but not exceeding £5,000 for any one claim.

- 18.8. **RENT**, the cost of comparable alternative accommodation or loss of rent receivable for the period that the Buildings are uninhabitable in consequence of damage due to an Insured Event 1-16 under this Section. The maximum amount payable for any one incident is 20% of the sums insured of the Buildings or for a period of 24 months whichever is reached first unless specifically stated on Your Policy schedule.
- 19 **WHEN CONTENTS ARE INSURED:**
- 19.1. **DAMAGE TO FALLING RECEIVERS AND AERIALS AND SATELLITE DISHES** and their fittings or masts, but not damage to the Buildings to which they are fitted.
- 19.2. **LOSS OF METERED WATER** for which You are responsible. The maximum amount payable for any one incident under this insured event is £2,500.
- 19.3 **THEFT DAMAGE TO BUILDINGS**, the insurance provided under insured event 10 of this Section extends to include Damage to Buildings caused by Theft or any attempt there at the Insured Premises.
- 19.4 **EXHIBITIONS**, loss or Damage caused by any insured event 1-16 to Contents up to an amount of £5,000 whilst at an exhibition within Great Britain, Northern Ireland, the Channel Islands or Isle of Man.

#### What is Not Covered Under Section A

In addition to the exclusions detailed in the Section of the Policy entitled “General Exclusions” as far as they may apply, this Section does not cover:

##### Excess

In respect of each and every loss arising out of one event, We shall not be liable for the amount of the Excess stated in Your Schedule.

##### Pair or Set

The cost of replacing undamaged items or part of an item solely because it forms part of a set, suite, pair, or one of a number of items of a similar nature, colour or design.

##### Unoccupancy

If the Premises are Unoccupied, the cover is limited to damage caused by only the following:-

1. **FIRE, SMOKE, LIGHTNING, EXPLOSION**, but excluding:-
  - i. spontaneous fermentation or heating process  
fire due to its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat.
  - ii. explosion, caused by or consisting of:
    - a. 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 your control.
    - b. 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.
3. **EARTHQUAKE, VOLCANIC ERUPTION OR SUBTERRANEAN FIRE.**

#### Conditions Applying to Section A

In addition to the conditions detailed in the Section of the Policy entitled “General Conditions” as far as they may apply, the following conditions apply to this Section:

### **Capital Additions**

We will cover Damage by an Insured Event to:

- i. alterations, additions or improvements to the Buildings or Contents insured
- ii. newly acquired property in the United Kingdom in so far as it is not otherwise insured during the period of insurance provided that:
- iii. such alterations, additions, improvements or newly acquired property at any one location do not exceed 10% of the total sum insured on Buildings and Contents or £250,000 whichever is the less
- iv. You undertake to give details of such alterations, additions or improvements as soon as practicable and in any event within 180 days, and pay any additional premium that may be due from the inception of such cover.

### **Contents Temporarily Removed**

The insurance extends to cover Damage by the Insured Events 1 to 14 and 17.1 in "What is Covered Under Section A" above to Contents while temporarily removed from the Premises within the Geographical Limits of the Policy,

- i. for cleaning, renovation and repair.
- ii. while in the custody and control of any of Your authorised officers, members or Employees.
- iii. to another of Your Premises.
- iv. to a bank, including in transit to or from the bank.

But the following are excluded:

- i. damage by theft unless the theft is from a building and involves violent and forcible entry to or exit from that building .
- ii. damage due to malicious persons or vandals.
- iii. damage caused by storm or flood to property not in a building.
- iv. damage to property removed for sale or exhibition or to a furniture depository.
- v. any amount exceeding 10% of the Contents Sums Insured

### **European Community and Public Authorities Requirements**

The insurance in respect of Buildings of this Section of this Policy extends to include such additional cost of reinstatement of the damaged Insured Property as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any European Community legislation or Act of Parliament or Statutory Regulations or with Bye-Laws of any Municipal or Local Authority provided that:

- i. The amount recoverable under this Extension shall not include:
  - a. the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
    1. in respect of Damage occurring prior to the granting of this extension.
    2. in respect of Damage not insured by this Policy.
    3. under which notice has been served upon you prior to the happening of the Damage.
    4. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of property damaged.
  - b. the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
  - c. the amount of any rate, tax, duty, development, or other charge, or assessment, arising out of capital appreciation which may be payable in respect of the property, or by the owner thereof, by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
- ii. The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the Damage, or within such further time as We may, (during the said twelve months) in writing, allow and may be carried out wholly or partially upon another site (if the aforesaid Regulation or Bye-Laws so necessitate) subject to our liability under this extension not being thereby increased.
- iii. Our liability under this Policy, apart from this extension, shall be reduced by the application of any of the terms and conditions of this Policy then Our liability under this extension (in respect of any such item) shall be reduced in like proportion.
- iv. The total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby.

- v. All the terms and conditions of this Policy, except insofar as they may be hereby expressly varied, shall apply as if they had been incorporated herein.

#### **Extinguishment Expenses**

Insurers will pay the reasonable costs You incur for refilling fire extinguishment appliances and replacing used sprinkler heads but excluding

- i. costs other than as a direct result of Damage caused by an Insured Peril
- ii. any amount in Excess of £2,500

#### **Flat Roofs**

Any flat portion of the roof is to be inspected on a biennial basis by a competent roofing contractor and any recommendations implemented. We shall not be liable for the first £250 for each and every claim attributable to Storm on that part of the building with a flat roof.

#### **Index Linking**

The Sum Insured on any Item insured under this Section will be increased by a percentage determined by the Insurers and such revised Sum Insured in the absence of advice from you to the contrary will be deemed to apply for the ensuing Period of Insurance.

#### **Limit of Liability**

The maximum amount payable during any Period of Insurance under any Specified Item is the Sum Insured shown in the Schedule for the Specified Item.

#### **Reinstatement**

In the event of the Insured Property of this Policy being damaged, the basis upon which the amount payable under each item of the Policy is to be calculated shall be the reinstatement of the property damaged, subject to the following SPECIAL PROVISIONS and subject also to the terms and conditions of this Policy, except insofar as the same may be varied hereby. For the purposes of the insurance under this condition "reinstatement" shall mean:

The carrying out of the after mentioned work, namely:

- i. Where property is damaged beyond repair, the rebuilding of the property, if a Building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- ii. Where property is damaged, the repair of the Damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

#### **SPECIAL PROVISIONS**

- i. The work of reinstatement (which may be carried out upon another site and in any manner suitable to your requirements, subject to Our liability not being thereby increased) must be commenced and carried out with reasonable dispatch; otherwise no payment beyond the amount which would have been payable under this Policy, if this condition had not been incorporated therein shall be made.
- ii. When any Insured Property under this condition is damaged in part only, Our liability shall not exceed the sum representing the cost that We could have been called upon to pay for reinstatement, if such property had been wholly destroyed.
- iii. No payment beyond the amount which would have been payable under this Policy, if this condition had not been incorporated therein, shall be made until the cost of reinstatement shall have been actually incurred.
- iv. Each item insured under this condition is declared to be separately subject to the following condition of Average, namely:
  - If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the time of the damage occurring, then You shall be considered as being your own Insurer for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.
- v. No payment beyond the amount which would have been payable under this Policy, if this condition had not been incorporated therein, shall be made if at the time of any Damage to

any Insured Property hereunder, such property shall be covered by any other insurance effected by or on Your behalf, which is not upon the identical basis of reinstatement set forth herein.

- vi. Where by reason of any of the above special provisions, no payment is to be made beyond the amount which would have been payable under this Policy if this condition had not been incorporated therein, the rights and liabilities of Us and You in respect of the Damage shall be subject to the terms and conditions of the Policy, including any Condition of Average therein, as if this condition had not been incorporated therein.

#### **Removal of Debris**

The Insurance of Buildings under Section A – Buildings & Contents of this Policy extends to include costs and expenses necessarily incurred by You with Our consent in:

- i. removing debris.
- ii. dismantling and/or demolishing.
- iii. shoring up or propping.

of the portion or portions of the damaged Insured Property.

Provided the total claim payable does not exceed the Sum Insured.

#### **Sprinkler Installation**

- i. You shall take all reasonable steps to prevent frost and other damage to the sprinkler installation(s) and so far as Your responsibility extends, maintain the installation(s) including the automatic external alarm signal in efficient condition.
- ii. In the event of any discharge or leakage from the said installation(s), You shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the Insured Property.
- iii. When any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed written notice thereof is to be given to us and our agreement obtained in writing.
- iv. When it is proposed to have the automatic sprinkler system turned off, for whatever reason, written notice thereof is to be given to Us and Our agreement obtained in writing, before the installation is actually turned off.
- v. We shall have access to the Premises at all times for the purposes of inspection and if we notify You of defects in the construction or condition of the automatic sprinkler installation(s) requiring alteration or repairs We may also at Our option by notice in writing suspend this insurance until such alterations or repairs be made and approved by us.

#### **Subrogation Waiver**

In the event of a claim arising under this Section the Insurers agree to waive any rights remedies or relief to which they may become entitled by subrogation against any company:-

- i. in the relation of holding company or subsidiary to You
- ii. which is a subsidiary of a parent company of which You are yourself a subsidiary

in each case within the meaning of the relevant companies' legislation current at the time of the Damage

#### **Transfer of Interest**

If at the time of damage to any building hereby insured, you shall have contracted to sell your interest in such building and the purchase shall not have been, but shall be thereafter completed, the purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the purchaser against such damage, shall be entitled to the benefit of this Policy, so far as it relates to such damage, without prejudice to your rights and liabilities under this Policy, up to the date of completion.

#### **Warranties Applying to Section**

##### **Fire and Intruder Alarm**

It is warranted that when a fire and/or an intruder alarm system is installed in a Building at the Premises:

- i. Each system shall be installed in accordance with an agreed specification and no alteration or variation of each of the systems or any structural alteration to the Buildings, which would affect the systems, shall be made without Our written consent.
- ii. Each system shall be maintained in full and efficient working order at all times and be serviced under maintenance contracts and immediate notice of any apparent defect in either of the systems or their signaling shall be given to the maintenance contractors.

- iii. The intruder system shall be tested and set whenever the alarmed portion of the Premises is not attended by You or any person authorised by You to be responsible for the security of the Premises, provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times.
- iv. You must tell Us immediately of any notice from the Police or a security organisation that intruder alarm system signals may be or will be disregarded.

#### **Keys**

You must:

- i. remove from the Premises all keys to the exit doors and safes or strongrooms, including duplicate keys, details of combination lock numbers, electronic pass codes and letters and numbers relative to safes, strongrooms or intruder alarms whenever the Premises are closed or left unattended.
- ii. ensure that such keys are kept on the person of a responsible individual or individuals or kept in a locked receptacle at other times.

#### **Security**

It is warranted that all protective devices including locks and bolts fitted to Buildings at the Premises be brought into use whenever the Premises are not attended by You or by any person authorised by You to be responsible for the security of the Premises.

## **Section B – ‘All Risks’**

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### **Definitions (Applying to Section B only)**

#### **Specified Items**

All items described in your Schedules under this Section for which a sum insured is shown.

#### **What is Covered Under Section B**

If during the Period of Insurance the Insured Property described above and /or more specifically in Your Schedules under this Section suffers Damage whilst anywhere in the United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands and the Republic of Ireland, and for up to 28 consecutive days anywhere else in the world caused by any Insured Event detailed below, We will pay in accordance with the terms of this Section for the cost of the Damage.

Any item with a Sum Insured of zero or marked “Not Insured” in the Schedule is not covered by this Section.

#### **Insured Events Under Section B**

Property lost or accidentally damaged by any physical cause not excluded under “What is not covered under Section B” below.

#### **What is Not Covered Under Section B**

In addition to the exclusions detailed in the part of the Policy entitled “General Exclusions” as far as they may apply, this Section does not cover:

#### **Excess**

In respect of each and every loss arising out of one event, We shall not be liable for the amount of the Excess stated in Your Schedule.

#### **Damage caused by or resulting from:**

- i. wear, tear, depreciation or any gradually operating cause.
- ii. climatic conditions, actions of light, atmospheric or climatic conditions, or frost.
- iii. change in temperature, dampness, dryness, shrinkage or evaporation.
- iv. moths, vermin, insects, parasites, woodworm, fungus, mildew or rot.

- v. defective design faulty workmanship, latent defect, or the use of defective materials.
- vi. any process of cleaning, washing, dyeing, altering, repairing, renovating or restoring.
- vii. corrosion, rust, contamination, change in colour or finish, dust, chemical action or reaction.
- viii. scratching and denting in the course of normal use.
- ix. theft from unattended road vehicles or trailers, other than from a locked concealed luggage boot, or concealed luggage compartment by forcible and violent entry, provided all doors, windows and other openings are left closed, securely locked and properly fastened, and all security devices installed in the vehicle are operative.
- x. mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions.
- xi. confiscation or detention by Customs or other officials.
- xii. depreciation
- xiii. transit other than by you, your employees or members or a recognised transit provider.
- xiv. the Insured Property being left overnight in a place of entertainment, unless handed to the proprietor or manager of the place of entertainment for safe keeping and locked away in secure storage with any installed security devices in operation.
- xv. mysterious disappearance and unexplained shortages.
- xvi. the cost of replacing undamaged items or part of an item solely because it forms part of a set, suite, pair, or one of a number of items of a similar nature, colour or design.
- xvii. any property which at the time of Damage is insured by a more specific insurance.

### Conditions Applying to Section B

In addition to the conditions detailed in the part of the Policy entitled "General Conditions" as far as they may apply, the following conditions apply to this Section:

#### Reinstatement

Claims will normally be settled by repair or replacement of the item lost or damaged:-

- i. If an item is damaged and can be repaired the maximum amount payable by Us will be the cost of the repair.
- ii. If an item is lost or is damaged beyond economic repair, We will, at Our option, pay for or supply a replacement of similar quality, specification and functionality.
- iii. The fact that the sum insured is sufficient to purchase a replacement of better quality will not entitle You to an upgrade, so ensure that Your Sum Insured is at the correct level for a like for like replacement.
- iv. If You wish to upgrade the item that is to be replaced to one of a better type or quality, You may pay any extra amount needed to do so.
- v. If the item lost or destroyed can be replaced, but You opt for a cash settlement, then the sum payable will be limited to the cost of replacement less a deduction for depreciation, wear and tear.
- vi. Whatever method of settlement is agreed upon, in no case shall the amount payable by Us exceed the Sum Insured on the item that is the subject of the claim.

#### Limit of Liability

The maximum amount payable during any Period of Insurance under any Specified Item is the Sum Insured shown in the Schedule for the Specified Item.

### Warranties – Applying to Section B

#### Fire and Intruder Alarm

It is warranted that when a fire and/or an intruder alarm system is installed in a Building at the Premises:

- i. Each system shall be installed in accordance with an agreed specification and no alteration or variation of each of the systems or any structural alteration to the buildings, which would affect the systems, shall be made without our written consent.
- ii. Each system shall be maintained in full and efficient working order at all times and be serviced under maintenance contracts and immediate notice of any apparent defect in either of the systems or their signaling shall be given to the maintenance contractors.
- iii. The intruder system shall be tested and set whenever the alarmed portion of the premises is not attended by you or any person authorised by you to be responsible for the security of the

premises, provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times.

- iv. You must tell us immediately of any notice from the Police or a security organisation that intruder alarm system signals may be or will be disregarded.

#### **Keys**

You must:

- i. remove from the premises all keys to the exit doors and safes or strongrooms, including duplicate keys, details of combination lock numbers, electronic pass codes and letters and numbers relative to safes, strongrooms or intruder alarms whenever the premises are closed or left unattended.
- ii. ensure that such keys are kept on the person of a responsible individual or individuals or kept in a locked receptacle at other times.

#### **Security**

It is warranted that all protective devices including locks and bolts fitted to buildings at the premises be brought into use whenever the premises are not attended by you or by any person authorised by you to be responsible for the security of the premises.

## **Section C – Heating Installations**

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### **Definitions (Applying to Section C only)**

#### **Heating Installations**

The water heating boiler and storage cylinder including their connecting piping, radiators and calorifiers used for domestic water heating and/or central heating in the Premises, including electrical equipment connected thereto.

#### **What is covered under Section C**

If during the Period of Insurance the Insured Property described above and /or more specifically in your Schedules under this Section suffers damage caused by any Insured Event detailed below, we will pay in accordance with the terms of this Section the cost of repairing the damage or, if damaged beyond repair, replacement as new.

If the words “Not Insured” appear in this Section of the Schedule, this coverage does not apply to the Premises insured by this Policy.

#### **Insured Events Under Section C**

Sudden and unforeseen damage to the Heating Installation.

#### **What is Not Covered Under Section C**

In addition to the exclusions detailed in the part of the Policy entitled “General Exclusions” as far as they may apply, this Section does not cover:

#### **Excess**

In respect of each and every loss arising out of one event, We shall not be liable for the amount of the Excess stated in Your Schedule.

#### **Damage caused by or resulting from:**

- i. wear, tear, corrosion, rust, deterioration, depreciation or other gradually operating cause.
- ii. the Insured Property not being serviced and maintained by a competent engineer on a regular basis in accordance with the manufacturers recommendations.
- iii. scratching or denting of painted or polished surfaces.
- iv. to an intentional act or willful neglect by You.



- v. the direct application of a tool.
- vi. covered by or specifically excluded from Section A above.
- vii. any safety or protective device due to its functioning.
- viii. any inspection, modification, maintenance, repair, pressure tests or testing of any kind.

**Loss of Use**

Loss of use of the heating system or any other consequential loss.

**Conditions Applying to Section C**

In addition to the conditions detailed in the part of the Policy entitled "General Conditions" as far as they may apply, the following conditions apply to this Section:

**Limit of Liability**

The maximum amount payable during any Period of Insurance under this Section is the Sum Insured shown under Section A.

## Section D – Glass

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**Definitions (Applying to Section D only)****Glass**

All glass installed in the Premises stated in Your Schedule

**What is covered under Section D**

If during the Period of Insurance the Insured Property described above and/or more specifically in Your Schedules under this Section suffers damage caused by any Insured Event detailed below, We will pay in accordance with the terms of this Section for the cost of the Damage, including any costs incurred in boarding up.

If the words "Not Insured" appear in this Section of the Schedule, this coverage does not apply to the Premises insured by the Policy.

**Insured Events Under Section D**

Breakage of glass, including frames damaged at the same time, from any accidental cause.

**What is Not Covered Under Section D**

In addition to the exclusions detailed in the part of the Policy entitled "General Exclusions" as far as they may apply, this Section does not cover:

**Excess**

In respect of each and every loss arising out of one event, we shall not be liable for the amount of the Excess stated in your schedule.

**Empty or Disused Premises**

Glass at any premises which are empty or not in use.

**Damage caused by or resulting from:**

- i. chipping, scratching, wear and tear or any other gradually operating cause.
- ii. mechanical or electrical breakdown.

## Section E – Deterioration of Stock

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### Definitions (Applying to Section E only)

#### **Stock**

Stock and materials in trade whether belonging to You or held in Your care and for which You have accepted responsibility for in connection with Your Business at the Premises, which is kept in a refrigerating or deep freeze plant.

#### **What is covered under Section F**

If during the Period of Insurance the Insured Property described above and /or more specifically in Your Schedules under this Section suffers damage caused by an Insured Event detailed below, We will pay in accordance with the terms of this Section for the cost of the Damage.

If the words “Not Insured” appear in this Section of the Schedule, this coverage does not apply to this Policy.

#### **Insured Events Under Section E**

The cost of replacing Stock where Damage has been caused by:-

- i. rise or fall in temperature, or
- ii. contamination from refrigerant or refrigerant fumes.

#### **What is Not Covered Under Section E**

In addition to the exclusions detailed in the part of the Policy entitled “General Exclusions” as far as they may apply, this Section does not cover damage:

#### **Excess**

In respect of each and every loss arising out of one event, we shall not be liable for the amount of the Excess stated in your schedule.

#### **Damage caused by or resulting from or to:-**

- i. the deliberate act of the power supply authority or the withholding or restricting of power by the authority.
- ii. any willful act or willful neglect by You.
- iii. Stock in any refrigerating or deep freeze plant that is over 10 years old.
- iv. the refrigerating or deep freeze plant itself.

#### **Conditions Applying to Section E**

In addition to the conditions detailed in the part of the Policy entitled “General Conditions” as far as they may apply, the following conditions apply to this Section:

#### **Limit of Liability**

The maximum amount payable during any Period of Insurance under this Section is the Sum Insured shown in the Schedule for this Section.

#### **Maintenance Contract**

If the freezer or refrigerator is not a domestic appliance then it is a condition precedent that a maintenance contract is in force under which regular preventative maintenance is undertaken.

#### **Further Damage**

In the event of a claim or possible claim under this Section the Insurers will not be liable for further Damage relating to the defective refrigerating or deep freeze plant until it has been repaired to the Insurers' satisfaction.

## Section F – Money

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### Definitions (Applying to Section F only)

#### Money

Coins, bank and currency notes, postal orders, money orders, securities for money, crossed bankers drafts, unused postage stamps, unrecorded cheques received, travellers cheques, National Savings stamps and certificates, premium bonds, luncheon vouchers, charity and consumer redemption vouchers, gift tokens, credit and debit card sales vouchers, Giro payment orders, Value Added Tax purchase vouchers, luncheon vouchers, gift tokens and unused credit on postal franking machines all belonging to you or for which you are responsible.

#### What is covered under Section F

Loss of Money as described above and/or more specifically in Your Schedules under this Section arising out of any Insured Event detailed below within the Territorial Limits. We will pay in accordance with the terms of this Section for the loss.

If the words “Not Insured” appear in this Section of the Schedule, this coverage does not apply to this Policy.

#### Insured Events Under Section F

- a. in the home of any Employee with Your consent.
- b. in the Premises whilst in the custody and presence of any authorised Employee.
- c. in the Premises whilst not in the custody and presence of any authorised Employee.
- d. in transit:-
  1. between the Premises and the home of any Employee with Your consent.
  2. to or from the bank.
- e. in a locked safe bolted to the premises.
- f. recorded cheques, in addition to limits (A) to (D) above.
- g. damage to the safe or strongroom in the course of a theft of Money that is covered under this Section.

#### What is Not Covered Under Section F

In addition to the exclusions detailed in the part of the Policy entitled “General Exclusions” as far as they may apply, this Section does not cover loss caused by or resulting from:

#### Unexplained Shortages

Unexplained loss or disappearance or inventory shortage or shortage due to error or omission.

#### Fraud or Dishonesty

Fraud or dishonesty of Your employees, unless discovered within 30 days of the occurrence.

#### Intentional Causes

Intentional causes, at Your direction or with Your knowledge.

#### Other Policies

Recoverable under any other Policy, except for a proportionate share.

#### Shop Premises Overnight

Money left overnight on any shop Premises unless contained in a locked safe.

#### Unattended Vehicles

Theft from unattended road vehicles, other than from a locked concealed luggage boot, or concealed luggage compartment by forcible and violent entry and provided: all doors, windows and other openings are left closed, securely locked and properly fastened, and all security devices installed in the vehicle are in operation.

**Transit**

Transit other than by You or a recognised security provider.

**Post**

Transit by post.

**Conditions Applying to Section F****Excess**

In respect of each and every loss arising out of one event, we shall not be liable for the amount of the Excess stated in your schedule.

**Cheques**

In the event of a loss involving cheques you are required to do everything practicable to obtain a replacement from the payer.

**Money in Transit**

Where Money in Excess of £5,000 is in transit as covered by Limit (D), then for each £5,000 or part thereof above £5,000 the Money must be accompanied by at least one additional adult person of at least 16 years of age and physically capable of taking appropriate action to avoid loss of the money (without placing themselves at risk of personal injury) and/or injury to themselves in the case of an attempted robbery.

The Money must be divided equally between the persons escorting it.

When determining the number of persons required to escort the Money, the value of Recorded Cheques need not be taken into account.

**Collectors**

Money in the care of collectors must be delivered to the Premises or to the bank or post office within 24 hours of receipt.

**Records**

You shall keep a complete record of Money in Transit and on the Premises and such record shall be kept in a place other than with the Money.

**Limit of Liability**

The maximum amount payable during any Period of Insurance under this Section is the Sum Insured shown in the Schedule for this Section. Each Insured Event (A-F) will have a specific individual limit and this is the maximum amount payable for each event.

**Warranties Applying to Section F****Fire and Intruder Alarm**

It is warranted that when a fire and/or an intruder alarm system is installed in a Building at the Premises:

- i. Each system shall be installed in accordance with an agreed specification and no alteration or variation of each of the systems or any structural alteration to the Buildings, which would affect the systems, shall be made without Our written consent.
- ii. Each system shall be maintained in full and efficient working order at all times and be serviced under maintenance contracts and immediate notice of any apparent defect in either of the systems or their signaling shall be given to the maintenance contractors.
- iii. The intruder system shall be tested and set whenever the alarmed portion of the Premises is not attended by You or any person authorised by you to be responsible for the security of the Premises, provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times.
- iv. You must tell us immediately of any notice from the Police or a security organisation that intruder alarm system signals may be or will be disregarded.

## Keys

You must:

- i. remove from the Premises all keys to the exit doors and safes or strongrooms, including duplicate keys, details of combination lock numbers, electronic pass codes and letters and numbers relative to safes, strongrooms or intruder alarms whenever the Premises are closed or left unattended.
- ii. ensure that such keys are kept on the person of a responsible individual or individuals or kept in a locked receptacle at other times.

## Security

It is warranted that all protective devices including locks and bolts fitted to Buildings at the Premises be brought into use whenever the Premises are not attended by You or by any person authorised by You to be responsible for the security of the Premises.

## Section G – Personal Accident (Assault)

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### Definitions (Applying to Section G only)

#### Insured Person

Any directors, partners or Employees under 70 years of age

#### Permanent Disablement

Meaning total and absolute disablement, which prevents the Insured Person from attending to gainful employment and, having lasted a continuous period of 104 weeks, is beyond hope of improvement.

#### Temporary Disablement

Meaning disablement which totally prevents the Insured Person from attending to, or engaging in, a substantial and essential part of their normal gainful employment at the date of the incident when the accidental bodily injury occurred.

### What is covered under Section G

If any Insured Person independently of any other cause suffers death, Permanent Disablement or Temporary Disablement by violent external and visible means:-

- i. caused by actual or attempted robbery or hold-up; and
- ii. while engaged in duties connected with your Business; and
- iii. within the Geographical Limits; and
- iv. during the Period of Insurance

The Insurers will pay the benefits stated in the Schedule applicable to this Section provided that such death or disablement occurs within 24 months of the incident

### What is Not Covered Under Section G

In addition to the exclusions detailed in the part of the Policy entitled “General Exclusions” as far as they may apply, this Section does not cover injury caused by or resulting from:

#### Self-Injury

Intentional self-injury, suicide or attempted suicide, insanity, mental instability or depression by or of the Insured Person.

#### Pre-existing Medical Conditions

Any pre-existing physical or mental defects, infirmity or medical condition which ought reasonably to have been within the knowledge and belief of the Insured Person or You.

#### Willful Exposure

Willful exposure of the Insured Person to needless peril, except in an attempt to save human life or to

administer first aid.

### Conditions Applying to Section G

#### Medical Expenses

The Insured Person will submit to a medical examination at the request and expense of the Insurers

#### Limit of Liability

The maximum amount payable during any Period of Insurance under this Section is the Sum Insured shown in the Schedule for this Section.

## Section H – Business Interruption

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### Definitions (Applying to Section H only)

#### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the results of the Business are affected as a result of the Damage.

#### Gross Income

The money paid or payable to You for goods sold (less the cost of purchases) and services rendered in the course of the Business either at the Premises or elsewhere.

#### Increased Cost of Working

The additional expenditure necessarily and reasonably incurred with Our consent.

#### Outstanding Debit Balances

The money owed to You by Your customers at the date of the Damage taking into account:

- i. bad debts.
- ii. debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage.
- iii. abnormal trading conditions affecting the Business.
- iv. Your last record of amounts owed by customers.

### What is covered under Section H

If the property used by You at Your Premises or elsewhere as specified on Your Schedule sustains Damage for which a claim has been accepted under Sections A – Buildings & Contents causing an interruption of the Business which results in loss of Gross Income We will pay the following amounts up to the maximum Sum insured shown in your Schedules due directly to the said interruption:-

- i. The amount by which the revenue (or income) falls short of the revenue (or income) which would have been received during the period of interruption.
- ii. Extra expenses incurred during the same period but limited to the amount of loss of income thereby saved.
- iii. Professional accountants' charges reasonably incurred for producing and certifying any claim details, which we may require.

Subject to:-

- i. Any savings during the period of interruption being taken into account.
- ii. Any income You earn conducting the business activities elsewhere during the period of interruption being taken into account.
- iii. There being no unnecessary delay on Your part in repairing or replacing the damaged Insured Property.

## Extension to what is covered under Section H:-

The following insured events are included within the Business Interruption cover:-

- i. Murder, Suicide or Food Poisoning
  - a. Murder or suicide on the premises.
  - b. Poisoning caused by food or drink provided by you at the premises.The most we will pay is £5,000 any one claim.
- ii. Defective Drains or Sanitation, Pest or Vermin  
Defective drains or sanitation, pest or vermin resulting in closure of the premises by the local Health authority.
- iii. Denial of Access  
Use of or access to the premises being hindered or denied due to damage by an insured event in the vicinity of the premises.
- iv. Bomb Scare and Emergency Action (not applicable to premises in Northern Ireland)  
Closure of the premises by a competent authority for a period of more than 4 hours due to:-
  - a. bomb scare.
  - b. an emergency that could endanger human life or neighboring property.The most we will pay is £2,500 any one claim.
- v. Failure of Supply  
Accidental failure of electricity, gas or water supply at the point of connection to the premises or of telecommunications serving the premises. This extension excludes any failure of such supplies due to the deliberate act of the supplier or due to industrial action.  
The most we will pay is £10,000 any one claim.
- vi. Book Debt  
If Your account books or other Business books or records whilst on Your Premises or temporarily removed to any premises in the Territorial Limits or in transit between them, sustain Damage from any of the Insured Peril under Section 1 - Building & Contents of this Policy which results in Your inability to trace or establish the Outstanding Debit Balances We will pay You:
  - a. the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof.
  - b. the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage.
  - c. auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.The most we will pay is £25,000 any one claim.

This Loss of Book Debts Extension does not cover loss as a result of:

- a. erasure or distortion of information on computer systems or other records
  1. due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by Damage to said machine or apparatus.
  2. due to defects in such records.
- b. deliberate falsification of business records.
- c. mislaying or misfiling of tapes and records.
- d. the deliberate act of the public supply undertaking in restricting or withholding electricity supply.
- e. wear and tear and gradual deterioration vermin rust damp or mildew.
- f. dishonest or fraudulent acts by any of Your employees.

- vii. **Motor Vehicles**  
Interruption of or interference with Your Business shall include loss resulting from accidental Damage to Your motor vehicles whilst in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, elsewhere than at any Premises in Your occupation.
- viii. **Contract Sites**  
Interruption of or interference with Your Business shall include loss resulting from accidental Damage at any situation in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, not in Your occupation, where You are carrying out a contract.

#### **What is Not Covered Under Section H**

In addition to the exclusions detailed in the part of the Policy entitled "General Exclusions" as far as they may apply, this Section does not cover:

##### **Damage caused by or resulting from:-**

- i. arising from deliberate falsification of any records used for Your Business.
- ii. due to any cost incurred in the cleaning, repair, replacement, recall or checking of any property or in making any refund.
- iii. arising directly or indirectly from
  - a. erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions or malicious persons.
  - b. other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from an Insured Event under Sections 1 – Buildings & Contents.
  - c. accidental breakdown of computer or data processing equipment.

#### **Conditions Apply to Section H**

##### **Adequacy of Sum Insured**

The Sum Insured for Loss of Profits must be your annual revenue (or income) unless the Indemnity Period shown in your schedule exceeds 12 months, in which case the Sum Insured must be Your income for a period equal to the Indemnity Period. Otherwise, the sum payable in respect of any claim will be reduced in the same proportion as the Sum Insured bears to Your revenue (or income) during the period equal to the Indemnity Period.

##### **Limit of Liability**

The maximum amount payable during any Period of Insurance in respect of any item insured under this Section is the Sum Insured shown in the Schedule for this Section.

##### **Outstanding Debit Balances**

You will record the total amount of Outstanding Debit Balances at least once every seven days and keep a copy;

- i. in a locked, fire-resistant safe or cabinet at the Premises or
- ii. away from the Premises



## Section I – Terrorism

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### Definitions (Applying to Section I only)

#### **Insured Property**

The property shown as insured in Your Schedule, as defined in Sections A, B & H situated in England and Wales and Scotland only, but not the Territorial Seas adjacent thereto and defined by the Territorial Seas Act 1987.

#### **Act of Terrorism**

For the purposes only of the cover provided under this Section I – Terrorism, an Act of Terrorism means 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.

#### **Computer Systems**

Means a computer or other equipment or component or system or item which processes stores transmits or receives Data

#### **Data**

Means data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

#### **Denial of Service Attack**

Means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer 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, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

#### **Hacking**

Means unauthorised access to any Computer System, whether the property of the Insured or not.

#### **Phishing**

Means any access or attempted access to Data made by means of misrepresentation or deception.

#### **Virus or Similar Mechanism**

Means program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### What is covered under Section I

If Section I – Terrorism is in force and during the period of insurance the Insured Property described above suffers damage at the Premises caused by the Insured Event detailed below, we will pay in accordance with the terms of this Section for the cost of the Damage.

If the words "Not Insured" appear in this Section of the Schedule, this coverage does not apply to this Policy.

#### **Insured Event Under Section I**

An Act of Terrorism, not otherwise excluded, resulting in Damage to the Insured Property

NB Terrorism cover does not apply to Northern Ireland, Isle of Man or the Channel Islands.

### What is Not Covered Under Section I

In addition to the exclusions detailed in the part of the Policy entitled "General Exclusions" as far as they may apply, this Section does not cover:

- i. anything excluded by the subsection "What is not covered under Section A" as far as they may apply.
- ii. any loss or Damage whatsoever occasioned by 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.
- iii. any loss or Damage directly or indirectly caused by, contributed to, by or arising from or occasioned by;
  - a. damage to or the destruction of any Computer System or
  - b. any alteration, modification, distortion, erasure or corruption of Datain each case where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

### Conditions Applying to Section I

In addition to the conditions detailed in the part of the Policy entitled "General Conditions" as far as they may apply, the following conditions apply to this Section:

- i. The insurance by this section applies only to the property insured under Section A – Buildings & Contents and Section B – 'All Risks' in so far as it is also included in the schedule applying to Section I Terrorism.
- ii. This Section is subject to the conditions set out in Section A – Buildings & Contents and Section B – 'All Risks' insofar as they can be applied.

### Cyber Interference

What is Not Covered Under Section I – iii, b shall not apply if the Insured Event:

- i. results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
- ii. is not proximately caused by an Act of Terrorism in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of "Insured Property" for the purposes of this Condition excludes:

- i. any Money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever;
- ii. any Data.

### Warranties Applying to Section I

All warranties shown under Section A – Buildings & Contents, Section B – 'All Risks' and Section H - Business Interruption shall apply to this Section.

## Section J – Liabilities

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### Definitions (Applying to Section J only)

#### **Agreement**

The tenancy, rental or other contract between you and the hirer concerning the use of the Premises

#### **Attendance expenses**

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the representative or while attending jury service. We will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for. The amount We will pay is based on the following:-

- i. the time the insured person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.
- i. if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages.
- ii. if the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

#### **Bodily injury**

Death, illness, injury or disease

#### **Business**

Means Business described in the Policy Schedule including

- i. the ownership (including maintenance) of Buildings specifically insured by this Policy.
- ii. the provision and management of canteen, social, sports and welfare facilities for Your Employees.
- iii. first aid, fire and ambulance services.
- iv. private work carried out with Your consent for You or any of Your directors partners or other senior officials of Your Business by any of Your Employees within the Geographical Limits.

#### **Claim**

Your request to Us for indemnity, reimbursement or benefit under the terms of this Policy, provided that a claim includes a single loss or series of losses from one event consequent on or attributable to one source or original cause.

#### **Claim made**

Any claim notified to Us, or any circumstances which may give rise to a claim that You discover and notify to Us, during the Period of Insurance.

#### **Costs and expenses**

Legal costs and expenses recoverable from You by any claimant; defence costs and expenses incurred with Our written consent.

#### **Damage / damaged**

Physical loss, destruction or damage.

#### **Employee**

- i. any person under a contract of service or apprenticeship with You.
- ii. a person under a contract of service or apprenticeship with some other employer and who is hire to or borrowed to You.
- iii. a labour master or person supplied by him.
- iv. a person engaged by a labour only sub-contractor.
- v. a self-employed person working on a labour only basis under Your control or supervision.
- vi. a driver or operator of hired-in plant.
- vii. a trainee or person undergoing work experience.
- viii. a voluntary helper.

- ix. persons working under the Community Offenders Act 1978 Community Offenders (Scotland) Act 1978 or similar legislation.
- x. at your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business.

whilst engaged in working for the Insured in connection with the Business.

**Hirer**

Any person or organisation hiring the premises under an agreement with you.

**Hirer's employee(s)**

Any person:

- i. under a contract of service or apprenticeship with the hirer.
- ii. who is hired to, supplied to or borrowed by the hirer.
- iii. engaged under a work experience or similar scheme.
- iv. helping as a volunteer.

while under the hirer's direct control and supervision and working for the hirer at the premises in connection with the agreement.

**Insured person**

The insured and the directors, Trustees, partners, managers, officers, committee members, governors, Employees and any other individuals declared to Us by the Insured.

**Medical malpractice**

Any actual or alleged negligent act, error or omission in rendering or failing to render medical professional treatment or services which results in Bodily Injury.

**Offshore**

Embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel; whilst on any offshore rig, platform or service or accommodation vessel.

**Period of insurance**

The period shown on the Schedule for which You have paid, or agreed to pay, and We agree to accept the premium.

**Premises**

The Premises stated in the Schedule.

**Products**

Goods (including their containers, packaging, labelling or Instructions) no longer in Your custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by You from or in the Territorial Limits in connection with Your activities.

**Territorial limits**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands.

**Trustee:** any natural person who was, is or becomes a (an):

- i. Trustee.
- ii. director.
- iii. officer.
- iv. governor.
- v. member of a committee of management.
- vi. shadow or de facto director.
- vii. Employee acting in a managerial or supervisory capacity of the charitable body.

**We/us/our**

The Salvation Army General Insurance Corporation Limited.

**Wrongful act:**

Any actual or alleged breach of trust, breach of duty, breach of warranty or authority, breach of statutory law, omission, neglect, error, misstatement, misleading statement, libel, slander, wrongful trading or any other act wrongfully committed or attempted by any trustee of the Business when carrying out his/her duties as a Trustee of the Business.

**You/your/the insured/ policyholder**

The person(s), company, or organisation (including a body of trustees) named in the Schedule as the policyholder.

## Employers Liability

### What is covered under Section J - Employers Liability

We will pay all amounts which You become legally liable to pay as damages and costs and expenses for Bodily Injury to any Employee caused during the Period of Insurance in connection with Your Business and occurring:

- in the Territorial Limits.
- elsewhere in the world where any Employee who is normally resident in the Territorial Limits is on a temporary visit in the course of Your activities.

Within Costs and Expenses, We will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with Our written consent.

**Right of Recovery**

The cover under this Section shall be interpreted as being in accordance with the provisions of any law relating to compulsory Insurance of liability to Employees in the Territorial Limits but You shall repay to us all sums paid by Us which would not have been liable to pay but for the provisions of such law.

**Certificate of Employers Liability Insurance**

If this Section or the Policy is cancelled the Certificate of Employers Liability Insurance Issued for this section is cancelled at the same time.

### What is not covered under Section J – Employers Liability

Liability:

- i. for which compulsory motor insurance or security is required.
- ii. arising in connection with Offshore activities.
- iii. the payment of fines or penalties.
- iv. liability of any of Your directors, partners or Employees for which You would not have been entitled to indemnity if the claim had been made against You.
- v. asbestos, liability arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub - Limit of Indemnity of £5,000,000 shall apply inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause. It is a condition precedent to the liability of the Insurers that the Insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.
- vi. hazardous locations, any claim arising in connection with any manual work on or in:-
  - a. docks, harbours or railways.
  - b. watercraft.
  - c. chemical or petro chemical works oil or gas refineries or storage facilities.
  - d. aircraft airports or airfields.
  - e. power stations.
  - f. nuclear power stations.
  - g. any installations where nuclear processing undertaken.

- h. tower, steeples, chimney shafts, blast furnaces, viaducts, bridges, tunnels, flyovers, dams, motorways, quarries, mines or collieries.

## **Extensions for Employers Liability**

### **Extension 1: Health and safety at work**

We will pay all amounts which You become legally liable to pay for Costs and Expenses in the defence of any criminal proceedings for an offence under:

- i. the Health and Safety at Work etc. Act 1974.
- ii. the Health and Safety at Work (Northern Ireland) Order 1978 .
- iii. Similar safety legislation of the territorial limits.

committed or alleged to have been committed in the course of Your activities during the Period of Insurance, Including Costs and Expenses Incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of Employees.

The most we will pay is £500,000 for any claim.

### **What is not covered under Extension 1**

- i. fines or penalties of any kind.
- ii. proceedings consequent upon any deliberate act or omission by:
  - a. You or Your directors at partners.
  - b. any Employee responsible for compliance with the legislation.
- iii. legal Costs and Expenses covered elsewhere In this Policy or by any other Policy.
- iv. liability for Bodily Injury.

### **Extension 2: Indemnity to other people (including principals)**

At Your request We will pay all amounts which the following people or organisations become legally liable to pay as Damages and Costs and Expenses for a claim made against them:

- i. any partner, director or employee of yours .
- ii. any officer or member of your canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services.
- iii. any partner or director of Yours in respect of private work carried out for them with Your prior consent by any Employee.
- iv. any principal, being any person, local or public authority, company or firm, with whom You have entered into a contract for work or services, but only In respect of claims arising out of the performance of such work or services by You.

provided:

- i. You would have been entitled to cover under this section if the claim had been made against You
- ii. such parties keep to the terms of this Policy insofar as they can apply.

### **Extension 3: Unsatisfied Court Judgements**

If any Employee obtains a judgement for Damages in respect of bodily injury against any company or individual operating from premises within the territorial limits and that judgement remains unpaid for more than six months, We will pay to the Employee, at Your request, the amount of any unpaid Damages and awarded costs provided:

- i. the Bodily Injury is caused:
  - a. during the Period of Insurance .
  - b. In the course of Your activities .
  - c. In the Territorial Limits.
- ii. there is no appeal outstanding.
- iii. the judgement being obtained in the first instance under the jurisdiction of a court In the Territorial Limits.
- iv. the judgement relates to Bodily Injury which would otherwise be insured by this section of the Policy.
- v. if any payment is made under this extension the Employee or their legal personal representatives shall assign the judgement to Us.

#### **Extension 4: Court Attendance Expenses**

We will pay £250 per day If You, or any partner, director or Employee are required to attend court as a witness at our request in connection with a claim for which cover is provided under this section.

#### **Extension 5: Cross Liabilities**

If more than one party is named in the Schedule as the policyholder, we will deal with any claim as though a separate policy had been issued to each of them.

### **Conditions Applying to Section J – Employers Liability**

#### **Limits of indemnity**

The most We will pay for any claim, including Costs and Expenses, unless otherwise stated is:

- £5,000,000 in respect of liability directly or Indirectly caused by, resulting from or in connection with any Act of Terrorism. If We allege that by reason of this limitation any liability for Damages and costs and expenses is covered only up to a specified limit of liability the burden of proving the contrary shall be upon You.
- the Indemnity limit shown in the Schedule.

### **Public Liability**

#### **What is covered under Section J - Public Liability**

In the event of

- i. accidental Injury to any person.
- ii. accidental loss of or accidental Damage to material property.
- iii. accidental loss of amenities, nuisance, trespass or interference with any right of way light air or water

occurring during the Period of Insurance and arising in connection with:-

- a. Your Business.
- b. the occupation of the Premises.

within the Territorial Limits the Insurers will indemnify You in respect of Your liability at law for compensation together with Costs and Expenses.

Within costs and expenses, We will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with Our written consent.

#### **What is not covered under Section J – Public Liability**

- i. the amount of Excess shown in the Schedule in respect of each claim for Damage to material property.
- ii. liability arising directly indirectly from any:
  - a. error or omission in the provision of professional services.
  - b. treatment of any kind (other than first aid).
  - c. respite, domiciliary or medical care services.
  - d. libel, slander or defamation.
  - e. Bodily Injury to any Employee arising out of and in the course of Your activities.
  - f. Damage to property:
    1. or any part on which You or any Employee is or has been working where the Damage results from such work.
    2. belonging to You or held in trust by You or borrowed, rented, leased or hired for use by You other than personal property (including vehicles and contents) of Your visitors, partners, directors or Employees.
  - g. Offshore activities.
  - h. pastoral care (except as provided for in the Pastoral Care extension to this section) counselling, advice, design, formula or specification whether given for a fee or not.
  - i. medical, surgical, dental, pharmaceutical or therapeutic products
  - j. products Incorporated In any:
    1. craft designed to travel through air or space.

- 2. watercraft which could affect its safety, navigation or propulsion.
- 3. mechanically propelled vehicles which could affect their safety.
- 4. gas, chemical, petrochemical or power generation plant.
- k. Damage to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any products or contract work executed by You which is caused by a defect or its unsuitability for Its Intended purpose.
- l. Products:
  - 1. exported to, or
  - 2. sold, supplied or worked upon by You, or by others for You, from within the United States of America or Canada.
- iii. liability arising directly or indirectly from:
  - a. ownership, repair or maintenance of Buildings that You own, Its land and adjacent grounds.
  - b. ownership or use by You, or by others for You, of any premises within the United States of America or Canada.
  - c. ownership, possession or use by You or on Your behalf, or by any person entitled to cover under this Section, of any:
    - 1. watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space.
    - 2. mechanically propelled vehicles for which compulsory motor insurance or security is required other than for:
      - 1.1. loading and unloading.
      - 1.2. the use of plant at the Premises.
- iv. liability arising from an Agreement unless liability would have existed without the Agreement.
- v. the costs of remedying any defect or alleged defect in Premises which You have disposed of.
- vi. fines or penalties.
- vii. punitive, exemplary, aggravated or multiplied damages.
- viii. liquidated damages.
- ix. any compensation awarded by a court of criminal jurisdiction.
- x. any claim If You failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise' stated in the special requirement.
- xi. hazardous locations, any claim arising in connection with any manual work on or in:-
  - a. docks, harbours or railways.
  - b. watercraft.
  - c. chemical or petro chemical works oil or gas refineries or storage facilities.
  - d. aircraft airports or airfields.
  - e. power stations.
  - f. nuclear power stations.
  - g. any installations where nuclear processing undertaken.
  - h. tower, steeples, chimney shafts, blast furnaces, viaducts, bridges, tunnels, flyovers, dams, motorways, quarries, mines or collieries.
- xii. cyber liability, liability arising directly or indirectly out of
  - a. loss of alteration of or damage to; or
  - b. reduction in the functionality availability or operation of any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of your E-activities.

for the purpose of this exclusion E-activities means any use of electronic networks including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by You or by any person persons partnership firm or company acting for You or on Your behalf.
- xiii. asbestos, liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.



- xiv. liability arising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity.

## Conditions Applying to Section J – Public Liability

### Limits of indemnity

The most we will pay for any claim, including Costs and Expenses, unless otherwise stated is the indemnity limit shown in the schedule applicable to this section.

### Extensions for Public Liability

#### **Extension 1: Health and safety at work**

We will pay all amounts which You become legally liable to pay for Costs and Expenses in the defence of any criminal proceedings for an offence under:

- i. the Health and Safety at Work etc. Act 1974.
- ii. the Health and Safety at Work (Northern Ireland) Order 1978.
- iii. similar safety legislation of the territorial limits.

committed or alleged to have been committed in the course of Your activities during the Period of Insurance, Including Costs and Expenses Incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of Employees.

The most we will pay is £500,000 for any claim.

#### **What is not covered under Extension 1**

- i. fines or penalties of any kind.
- ii. proceedings consequent upon any deliberate act or omission by:
  - a. You or Your directors at partners.
  - b. any employee responsible for compliance with the legislation.
- iii. legal Costs and Expenses covered elsewhere in this Policy or by any other Policy.
- iv. liability for Bodily Injury.

#### **Extension 2: Indemnity to other people (including principals)**

At Your request We will pay all amounts which the following people or organisations become legally liable to pay as Damages and Costs and expenses for a claim made against them:

- i. any partner, director or Employee of Yours.
- ii. any officer or member of Your canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services.
- iii. any partner or director of Yours in respect of private work carried out for them with Your prior consent by any Employee.
- iv. any principal, being any person, local or public authority, company or firm, with whom You have entered into a contract for work or services, but only In respect of claims arising out of the performance of such work or services by You.

provided:

- i. You would have been entitled to cover under this section if the claim had been made against You, and
- ii. such parties keep to the terms of this Policy insofar as they can apply.
- iii. In the event of any one individual member making a claim against another member or You, We will agree not to raise the defence that the claiming member is also the Insured.

#### **Extension 3: Cross Liabilities**

If more than one party is named in the Schedule as the policyholder, we will deal with any claim as though a separate Policy had been issued to each of them.

#### **Extension 4: Hire or Rented Premises**

Where You are legally liable to pay for Damage to property at premises borrowed, rented, leased or hired for use by You for Your activities, the cover provided under this Section extends to include Your legal liability for such Damages.

#### **What is not covered under extension 4:**

- i. £250 Excess other than for claims caused by fire or explosion.
- ii. liability:
  - a. arising from an Agreement unless liability would have existed without the Agreement.
  - b. otherwise excluded under this Section apart from property borrowed, rented, leased or hired for use by You.
  - c. where You are required to insure, or pay for the insurance of, the property damaged.

**Extension 5: Contingent Motor Liability**

We will pay all amounts which You alone become legally liable to pay as Damages and Costs and Expenses for accidental:

- i. Bodily Injury to any person.
- ii. Damage to material property.

arising out of the use by any Employee of any motor vehicle in connection with Your activities and occurring during the Period of Insurance.

**What is not covered under extension 5:**

- i. liability arising from:
  - a. Damage to any such vehicle or its contents.
  - b. any vehicle owned or provided by You.
  - c. any vehicle driven by You.
  - d. any vehicle driven by a person who to Your knowledge does not hold a licence.
  - e. participation in racing, pace making, reliability trials or speed testing.
- ii. liability:
  - a. to the drivers and owners of such motor vehicles.
  - b. arising out of the Territorial Limits.
  - c. covered by any other policy.
- iii. fines or penalties.
- iv. punitive, exemplary, aggravated or multiplied damages.
- v. liquidated damages.

**Extension 6: Consumer Protection**

We will pay all amounts which You become legally liable to pay for Costs and Expenses In the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or In an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the Period of Insurance and In the course of Your activities and are brought In the Territorial Limits.

The most we will pay is £500,000 for any claim.

**What is not covered under extension 6:**

- i. fines or penalties of any kind.
- ii. proceedings consequent upon any deliberate act or omission by You, any director, partner or any Employee responsible for compliance with the legislation.
- iii. legal Costs and Expenses covered elsewhere in this Policy or by any other Policy.
- iv. liability for Bodily Injury or Damage to property.

**Extension 7: Court Attendance Expenses**

We will pay £250 per day If You, or any partner, director or Employee, are required to attend court as a witness at our request In connection with a claim for which Insurance is provided under this section.

**Extension 8: Wrongful Arrest**

We will pay all amounts which You become legally liable to pay as damages and Costs and Expenses for any charge of:

- i. wrongful arrest.
- ii. malicious prosecution.
- iii. false imprisonment.
- iv. defamation of or assault on any person.

made against You in respect of any allegation of theft or other Improper conduct occurring during the Period of Insurance in connection with your business and happening in the Territorial Limits.

The most We will pay is £25,000 for all claims in any one period of insurance.

**What is not covered under extension 8:**

- i. claims by any Employee.
- ii. liability for:
  - a. fines, penalties or punitive, exemplary, aggravated or multiplied damages.
  - b. liquidated damages.

**Extension 9: Food Safety Act**

We will pay all amounts which You become legally liable to pay for Costs and Expenses in the defence of any criminal proceedings brought In respect of a breach of the Food Safety Act 1990 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of your activities and are brought In the Territorial Limits.

The most we will pay is £500,000 for any claim.

**What is not covered under extension 9:**

- i. fines or penalties of any kind.
- ii. proceedings consequent upon any deliberate act or omission by You, any director, partner or any Employee responsible for compliance with the legislation.
- iii. legal costs, expenses. reimbursements or charges:
  - a. covered elsewhere in this policy or by any other policy.
  - b. arising from an order made under Section 9 of the Food Safety Act .
  - c. resulting from any regulation under Section 45 of the Food Safety Act.
- iv. liability for Bodily Injury or Damage to property.

**Extension 10: Data Protection Act**

We will pay all amounts which You become legally liable to pay as damages and Costs and Expenses for Damage or distress arising from proceedings brought against The Insured under:-

- i. Section 13 of the Data Protection Act 1998.
- ii. Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679); or
- iii. any legislation implementing the General Data Protection Regulation; or
- iv. any replacement legislation in respect of any of the foregoing

This indemnity is subject to You being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that You have taken all reasonable care to comply with its requirements.

The most we will pay is £500,000 for any claim including Costs and Expenses.

**What is not covered under extension 10:**

- i. fines or penalties.
- ii. punitive, exemplary, aggravated or multiplied damages.
- iii. liquidated damages
- iv. costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- v. liability arising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity.
- vi. claims arising out of circumstances which have been notified to previous insurers or which were known to you at the inception of this extension.
- vii. legal liability where indemnity is provided by any other insurance.

**Extension 11: Overseas Personal Liability**

We will pay all amounts which You (and at your request any Employee) become legally liable to pay as damages and Costs and Expenses for accidental:

- i. Bodily Injury to any person

ii. Damage to material property occurring during the Period of Insurance In respect of personal liability including liability arising from the ownership, possession or use of any:

- battery powered wheelchair or mobility scooter.
- vehicle used only as domestic gardening equipment.
- golf cart trolley or buggy controlled by someone on foot.

arising other than in connection with Your activities, or any Business or profession of the person claiming Indemnity, while such persons, normally resident within the Territorial Limits, are temporarily outside the Territorial Limits in connection with your activities.

The most we will pay is £2,000,000 for any claim including Costs and Expenses.

**What is not covered under extension 11:**

- i. liability arising from:
  - a. Bodily Injury to any person entitled to indemnity under this extension.
  - b. damage to property belonging to or under the control of any person entitled to indemnity under this extension.
  - c. an agreement unless liability would have existed without the agreement .
  - d. the ownership or occupation of land or buildings.
  - e. any pets, livestock or other animals.
- ii. liability arising from the ownership, or use of any:
  - a. craft designed to travel In, on or through water, air or space
  - b. electrically or mechanically powered vehicle not otherwise covered under this extension.
- iii. liability where Indemnity is provided by any other Insurance.
- iv. fines or penalties.
- v. punitive, exemplary, aggravated or multiplied damages.
- vi. liquidated damages.

**Extension 12: Sudden and Unintended Pollution**

Pollution is excluded by the General Exclusions of this Policy but this Section provides Pollution cover for liability in respect of Injury or loss of or Damage to property caused solely by Pollution which results from a sudden identifiable unintended and unexpected incident and such incident occurs entirely at a specific and identified time and place while this Policy remains in force.

Provided that

- i. all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place
- ii. the Insurers will not indemnify You against liability in respect of Pollution happening anywhere in the United States of America or Canada
- iii. the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause and in total during any one Period of Insurance.

**Extension 13: Defective Premises**

Liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by You in connection with Your Business

**What is not covered under extension 13:**

- i. the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability
- ii. any physical loss of or Damage to such Premises

**Products Liability**

**What is covered under Section J - Products Liability**

In the event of

- i. accidental Injury to any person
- ii. accidental loss of or accidental damage to material property
- iii. accidental loss of amenities nuisance trespass or interference with any right of way light air or water
- iv. occurring during the Period of Insurance and caused by Products anywhere in the world except as excluded the Insurers will indemnify you against your liability at law for compensation together with Costs and Expenses

Within Costs and Expenses, We will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with Our written consent.

#### What is not covered under Section J – Products Liability

- i. The amount of Excess shown in the Schedule in respect of each claim for Damage to material property.
- ii. liability arising directly indirectly from any:
  - a. fines liquidated damages or penalties, liability for fines, liquidated damages or penalties of any kind or for exemplary, punitive, restitutionary or multiplied damages.
  - b. injury to Employees, liability to any Employee in respect of Injury arising out of and in the course of their employment by You.
  - c. damage to property in Your custody or control, physical loss of or Damage to
    - 1. any property belonging to You or in Your custody or under Your control or that of any Employee (other than property belonging to your visitors directors partners or Employees).
    - 2. that part of any property on which You or any of Your directors partners Employees or agents are or have been working where the physical loss or Damage results from such work.
  - d. deliberate acts, liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission.
  - e. advice and professional services, liability caused by or arising from
    - 1. any advice design or specification given by You or on your behalf for a fee.
    - 2. professional services rendered by You or on your behalf.
  - f. North American risk, liability caused by or arising from any Products known by You to be for use or integrated within any other Products for use in or supply to the United States of America or Canada or any territory within their jurisdiction.
  - g. contractual liability, Injury or physical loss of or Damage to property caused by or arising from Products where liability attaches solely by reason of any contract or Agreement other than liability arising under a condition or warranty of goods implied by law.
  - h. replacement or repair of defective Products, liability for the cost of making good repairing altering removing or replacing any defective or incorrect Products or making any refund.
  - i. recall of Products, liability arising out of the recall of any Product or part thereof.
  - j. marine and aviation Products, liability caused by or arising from any Products known by you to be for use in or on any aircraft aerospace device hovercraft or waterborne craft or for marine or aviation purposes.
  - k. property in your possession, liability caused by or arising from property in your possession or belonging to your directors partners or Employees.
  - l. cyber liability, liability arising directly or indirectly out of
    - 1. loss of alteration of or damage to; or
    - 2. reduction in the functionality availability or operation of any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of Your E-activities.  
For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets

- electronic mail worldwide web and similar medium carried out by You or by any person persons partnership firm or company acting for you or on Your behalf .
- m. asbestos, liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

## Conditions Applying to Section J – Products Liability

### Limits of indemnity

The most We will pay for any claim, including Costs and Expenses, unless otherwise stated is the indemnity limit shown in the Schedule applicable to this Section.

### Extensions for Products Liability

#### **Extension 1: Health and safety at work**

We will pay all amounts which You become legally liable to pay for Costs and Expenses in the defence of any criminal proceedings for an offence under:

- i. the Health and Safety at Work etc. Act 1974.
- ii. the Health and Safety at Work (Northern Ireland) Order 1978 .
- iii. similar safety legislation of the Territorial Limits.

committed or alleged to have been committed in the course of Your activities during the Period of Insurance, Including Costs and Expenses Incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of Employees.

The most we will pay is £500,000 for any claim.

#### **What is not covered under Extension 1**

- i. fines or penalties of any kind.
- ii. proceedings consequent upon any deliberate act or omission by:
  - a. You or Your directors at partners.
  - b. any Employee responsible for compliance with the legislation.
- iii. legal costs and expenses covered elsewhere in this Policy or by any other Policy.
- iv. liability for Bodily Injury.

#### **Extension 2: Indemnity to other people (including principals)**

At Your request We will pay all amounts which the following people or organisations become legally liable to pay as damages and costs and expenses for a claim made against them:

- i. any partner, director or employee of Yours.
- ii. any officer or member of your canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services.
- iii. any partner or director of Yours in respect of private work carried out for them with Your prior consent by any Employee.
- iv. any principal, being any person, local or public authority, company or firm, with whom You have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by You.

provided:

- i. You would have been entitled to cover under this section if the claim had been made against You
- ii. such parties keep to the terms of this policy insofar as they can apply.
- iii. In the event of any one individual member making a claim against another member or You, we will agree not to raise the defence that the claiming member is also the Insured.

#### **Extension 3: Cross Liabilities**

If more than one party is named in the Schedule as the policyholder, We will deal with any claim as though a separate Policy had been issued to each of them.

#### **Extension 4: Consumer Protection Act 1987 and Food Safety Act 1990 Defence Costs**

You and also at Your request any of Your directors, partners or Employees for legal costs and expenses incurred:-

- i. in defending any prosecution for breach of duty.
- ii. with the Insurers' consent in an appeal against a conviction resulting from prosecution under Part II of the Consumer Protection Act 1987 or Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance where circumstances may otherwise give rise to a claim under this Section excluding legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act.

#### **Extension 5: Sudden and Unintended Pollution**

Pollution is excluded by the General Exclusions of this Policy but this Section provides Pollution cover for liability in respect of Injury or loss of or Damage to property caused solely by Pollution which results from a sudden identifiable unintended and unexpected incident and such incident occurs entirely at a specific and identified time and place while this Policy remains in force.

Provided that:-

- i. all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place.
- ii. the Insurers will not indemnify You against liability in respect of Pollution happening anywhere in the United States of America or Canada.
- iii. the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause and in total during any one Period of Insurance.

#### **Extension 6: Court Attendance Expenses**

We will pay £250 per day If You, or any partner, director or Employee, are required to attend court as a witness at our request in connection with a claim for which Insurance is provided under this Section.

#### **Extension 7: Consumer Protection**

We will pay all amounts which You become legally liable to pay for Costs and Expenses In the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or In an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the Period of Insurance and In the course of your activities and are brought In the Territorial Limits.

The most we will pay is £500,000 for any claim.

#### **What is not covered under extension 7:**

- i. fines or penalties of any kind.
- ii. proceedings consequent upon any deliberate act or omission by You, any director, partner or any Employee responsible for compliance with the legislation.
- iii. legal costs and expenses covered elsewhere in this Policy or by any other policy.
- iv. liability for Bodily injury or damage to property.

#### **Extension 8: Food Safety Act**

We will pay all amounts which You become legally liable to pay for Costs and Expenses in the defence of any criminal proceedings brought In respect of a breach of the Food Safety Act 1990, any legislation implementing the Food Safety Act 1990 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your activities and are brought In the Territorial Limits.

The most we will pay is £500,000 for any claim.

#### **What is not covered under extension 8:**

- i. fines or penalties of any kind.

- ii. proceedings consequent upon any deliberate act or omission by You, any director, partner or any Employee responsible for compliance with the legislation.
- iii. legal costs, expenses. reimbursements or charges:
  - a. covered elsewhere in this Policy or by any other policy
  - b. arising from an order made under Section 9 of the Food Safety Act
  - c. resulting from any regulation under Section 45 of the Food Safety Act.
- iv. liability for Bodily Injury or Damage to property.



The Salvation Army General Insurance Corporation Limited

Data Protection & Privacy Policy

**Introduction**

At sagic we recognise our responsibility to treat your personal information with care and to comply with all relevant legislation, in particular the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR). This notice covers our requirement to provide you with information on how and why we use your personal data and of your rights under GDPR.

We have provided you with a quotation and/or administer your insurance policy and are classed as the “data controller” which means we process your data. Your data may be passed to other parties, including Reinsurers & Loss Adjuster for the administration of claims. These parties could also be a data controller and where necessary will issue their own Data Protection & Privacy Policies.

**Personal Information & Legal Basis**

We are required to have a lawful basis (as defined in GDPR) in order to process your personal data, the reasons we collect personal data and the relevant bases which we use are show in the table below:-

Why we collect your data	Lawful basis	Information collected
Provide you with a quotation for Insurance.	Necessary for the performance of an insurance contract.	- Basic personal details such as name, address, email, telephone, date of birth.
Arrange and administer your policy if you buy one through us.	Necessary for the performance of an insurance contract.	
To notify you of changes in our service.	Our legitimate interests	- Information on your insurance requirements, including details about your home/property.
Marketing	Your explicit consent – in accordance with preference you have expressed	
Statistical analysis.	Our legitimate interests – to refine and enhance the products and pricing which we can offer.	- Your insurance history, including claims data and other insurance policies you have had.
To provide improved quality and training for sagic staff.	Our Legal and Regulatory obligations.	- Sensitive personal information, including previous unspent criminal convictions.
Prevent, detect and investigate crime, including fraud and money laundering, and analyse and manage other commercial risks.	Our Legal and Regulatory obligations.	
Resolve complaints, and handle requests for data access or correction.	Our Legal and Regulatory obligations.	- Your marketing preferences
Comply with applicable laws and regulatory obligations, such as those relating to anti-money laundering and anti-terrorism.	Our Legal and Regulatory obligations.	- Payment details to enable payment of insurance premium.

Some of the personal information we ask you to provide may be sensitive (special category) as defined in GDPR, e.g. you may have to give us information about your medical history, criminal convictions and driving offences. We are allowed under GDPR to collect such information for specified “insurance purposes” without your specific consent but it will only be used for the purposes set out above. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and that we may use their personal data in the same way as your own as set out in this notice.

Where the lawful basis of processing your data is ‘Your explicit consent’ then this consent can be withdrawn at any time by contacting us.

## **Use of Cookies**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

## **Data Security**

Sagic is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorised access, use, or disclosure.

## **Disclosure of your Personal Information**

As a necessary part of providing you with the services described above we may need to disclose your personal data to other third parties. These include: Computer bureaux/Software Houses, Insurers, other Insurance Intermediaries, Loss Adjusters, Insurance Industry databases, Government databases, Regulatory authorities and the Police/other law enforcement bodies and this will be to assist with fraud prevention and detection.

## **Retention Period**

Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the period will be for a maximum of 7 years following the expiry of an insurance contract unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

## **International transfers of data**

We will ensure that we do not transfer your personal data to destinations outside the European Economic Area (EEA).

## **Your Rights**

Under GDPR you have the following rights in relation to our processing of your personal data:-

1. The right to be informed about how we use your personal data (This Privacy Notice);
2. The right to see a copy of the personal information we hold about you;
3. The right to have personal information rectified if inaccurate or incomplete;
4. The right of erasure of your personal information where there is no compelling reason for its continued processing;
5. The right to restrict processing in certain circumstances, e.g. if its accuracy is being contested;
6. The right to data portability which, subject to certain conditions, allows you to obtain and reuse your personal data across different services;
7. The right to object to certain processing including for the purposes of direct marketing;
8. Rights to information in relation to automated decision making and profiling.

## **Contact us**

For further information on this Privacy Notice, to access your personal information or to exercise any of your other rights, please contact

The Data Protection Officer,  
The Salvation Army General Insurance Corporation Limited,  
Saxon House, 27 Duke Street, Chelmsford, CM1 1HT

Email:- DPO@sagic.co.uk Telephone:- 0300 030 1865

If you have a complaint about how we use your personal information please contact us at the address above. You also have the right to lodge a complaint with the Information Commissioner's office at any time.