

Service Select Insurance Policy

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Introduction

This is Your policy, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule.

If after reading your policy You have any questions, please contact Towergate Wilsons.

The Contract of Insurance

Your policy is a contract between Us, QBE and You, the Policyholder.

In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair in respect of loss, destruction, damage, accident or injury occurring during the Period of Insurance, subject to the terms and exceptions contained in or endorsed on the policy.

The policy and the Schedule, including any policy clauses and Endorsements, should be read together and form the contract of insurance between You and Us.

The proposal form and declaration or statement of fact, whether verbal or written, is the basis of the contract.

Please read the policy and the Schedule and return it to Towergate Wilsons if it is not in accordance with Your requirements.

The conditions contained here may be expressly varied in order to comply with Queens Regulations, the Official Secrets Act, any other Act of Parliament or legislation given by order of the Crown and the Crown Indemnity Clause.

It is agreed and understood that the insurances provided hereby apply only to the indemnity requirements as expressly laid down in Administrative Instructions regulating the insurance requirements for Service (Non Public) Funds unless otherwise agreed.

On behalf of QBE Insurance (Europe) Ltd

QBE Insurance (Europe) Limited (registered number 01761561) whose registered office is at Plantation Place, 30 Fenchurch Street, London, EC3M 3BD.

Authorised and regulated by the Financial Services Authority. Main Business: Insurance Company

Important

This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Towergate Wilsons. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

You should keep a written record (including copies of letters) of any information You give Us, or Towergate Wilsons when You renew this policy.

How to make a claim

To discuss an incident that might give rise to a claim or to register Your intent to make a claim please contact Towergate Wilsons in writing at Towergate House, 7 Dominus Way, Meridian Business Park, Leicester LE19 1RP or telephone the number shown on your policy schedule. Please have your Policy reference ready and also be aware of Policy Condition (5) Claims Procedure.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Complaints

If at any time you have a complaint about the services that we provide for you, then you should contact:

The Managing Director
Towergate Wilsons
Towergate House
7 Dominus Way
Meridian Business Park
Leicester
LE19 1RP
Tel 0116 240 7777

Fax: 0116 240 7702

We take all complaints we receive seriously and will handle any complaint promptly and fairly. If you make a complaint, we will acknowledge it promptly, explain how we will handle your complaint, tell you what you need to do, and how your complaint is progressing. Full details of our complaints procedure are available on request. We will record and analyse your comments to make sure we continually improve the service we offer.

If at any time you have a complaint about the services provided by your insurers for you, then you should write to:

The Chief Executive
QBE
Plantation Place
30 Fenchurch Street
London
EC3M 3BD

If you have received a final response and are not happy with the outcome of your complaint you may be eligible to refer your complaint to:

The Financial Ombudsman Service (FOS)
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel: helpline 0845 080 1800

Tel: switchboard 020 7964 1000

Website: www.financial-ombudsman.org.uk

Please note that the Ombudsman will only consider your complaint if you have given us the opportunity to resolve it.

Following the complaints procedure does not affect your right to take legal action.

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint.

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Where the claim is in respect of a liability subject to compulsory Insurance: 100% of the claim.

In all other cases 100% of first £2000 and 90% of remainder of the claim.

Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme
7th floor Lloyds Chambers
Portsoken Street
London
E1 8BN

Website: www.fscs.org.uk

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy eg Employee, except for headings and titles. Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

Business

The activity, activities or business conducted by You in Your non duty or non public funded social and unit capacity and any other activity declared and agreed on the policy schedule.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Condition Precedent

A condition which must be complied with before We are to be liable for a claim.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data, including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CDROMs DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Employee

Any person who is

- 1) under a contract of service or apprenticeship with You
- 2) borrowed by or hired to You

- 3) a labour master or supplied by a labour master
- 4) employed by labour only sub-contractors
- 5) self employed
- 6) under a work experience or training scheme
- 7) regarded as being in Your employment under the terms of any contract or agreement
- 8) a voluntary helper while working under Your control in connection with The Business
- 9) an outworker or homeworker when engaged in work on Your behalf.
- 10) any other person delegated to handle funds and/or stock

Endorsement/Endorsements

An alteration to the terms of the policy.

Excess/Excesses

The amount or amounts shown in Your policy or Schedule which We deduct from each and every claim.

Failure

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any date or time, of any
 - (a) Computer and Electronic Equipment
 - (b) electronic means of communication
 - (c) web site

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

Money

Current

- 1) Coin, bank and currency notes
- 2) Postal and money orders, bankers drafts, cheques and giro cheques
- 3) Crossed warrants, bills of exchange and securities for money
- 4) Postage, revenue, national insurance and holiday with pay stamps
- 5) National insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- 6) Credit company sales vouchers, luncheon vouchers and trading stamps
- 7) VAT invoices.

Period of Insurance

From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.

Property Insured

Property Insured as detailed in the Schedule.

Schedule

The document which specifies details of the Policyholder, Property Insured and any Excess(es), Endorsements and Conditions Precedent applying to the policy.

Specified Contingency

fire
lightning
explosion
aircraft and other aerial devices or articles dropped from them
earthquake
storm or flood
escape of water from any tank apparatus or pipe
falling trees
impact
escape of fuel from any fixed oil heating installation

The Premises

The normal location and elsewhere in the world including transits.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

We/Us/Our/QBE

QBE Insurance (Europe) Limited.

You/Your/Policyholder

The Service Unit, mess, club, fund, shop, museum, Service (Non Public) Fund, trust, trustees, its members, officials and committee or other person(s) or organisation as specified in the Schedule.

Public and Products Liability Section 9

Definitions

(also refer to the Policy Definitions at the front of the booklet)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Cost and Expenses

- 1) fees for Your legal representation
- 2) costs and expenses incurred with Our written consent
- 3) any claimant's legal costs for which You are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical

- 1) loss
- 2) destruction
- 3) damage.

Limit of Indemnity

The maximum amount, stated in the Schedule, which We will pay in respect of any or all claims arising out of one cause.

In respect of Products Supplied or pollution or contamination, the Limit of Indemnity will apply to the total of all claims occurring in any one Period of Insurance.

Personal Injury

- 1) Bodily Injury
- 2) wrongful
 - a) arrest, detention or imprisonment
 - b) eviction
 - c) accusation of shoplifting.

Products Supplied

Anything which is

- 1) manufactured, sold, supplied, processed or treated
 - 2) repaired, serviced or tested
 - 3) installed, constructed, erected or transported
- by You or on Your behalf and which is no longer owned by You or in Your custody or control or that of any Employee.

Property

Material property.

Territorial Limits

- 1) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 2) elsewhere where You or any Employee are engaged in The Business.
- 3) anywhere in the world in connection with Products Supplied at or from premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Cover

We will indemnify You in respect of

- 1) Your legal liability for Compensation
- 2) Costs and Expenses as a result of accidental
 - a) Personal Injury
 - b) Damage to Property
 - c) obstruction, trespass, nuisance or interference with any right of way, air, light or water occurring in the course of The Business during the Period of Insurance and within the Territorial Limits.

The Maximum We will pay is the Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

- 1) the United States of America or any territory within its jurisdiction

or

- 2) Canada
- the maximum We will pay, inclusive of Costs and Expenses, is the Limit of Indemnity.

Clauses

1) Additional Activities

The Business includes

- a) ownership, use and upkeep of Your premises, vehicles and plant
- b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- c) first aid, fire, security and ambulance services
- d) participation in exhibitions
- e) private work by any Employee, with Your prior consent, for You or any director, partner, proprietor or Employee.

2) Cross Liabilities

If the Policyholder comprises more than one party We will indemnify each party entitled to indemnity under this Section as if a separate policy had been issued to each.

The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

3) Defective Premises

We will indemnify You in respect of liability arising under

a) the Defective Premises Act 1972

b) the Defective Premises (Northern Ireland) Order 1975

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not indemnify You in respect of the cost of rectifying any defect or alleged defect in such premises.

4) Indemnity to Other Persons

We will indemnify

a) Your personal representatives in respect of legal liability You incur

b) at Your request

i) any director, partners or proprietor or Employee of Yours

ii) the officers, committees and members of Your

• canteen, social, sports, educational and welfare organisations

• first aid, fire, security and ambulance services or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

c) the Secretary of State for Defence and his/her agents or servants under the terms of the Crown Indemnity Clause.

d) SUBJECT TO PAYMENT OF AN ADDITIONAL PREMIUM

i) shoot beaters and authorised followers in accordance with MOD licence

iii) assistants at arena displays

Each indemnified party will be subject to the terms of this Section so far as they can apply.

5) Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

a) legal fees and expenses in defending proceedings, including appeals

b) prosecution costs awarded against You or any director, partner, proprietor or Employee

arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Business

2) in respect of

a) proceedings as a result of any deliberate act or omission by the party claiming to be indemnified

b) proceedings relating to the health and safety of any Employee

c) where indemnity is provided by another insurance policy

6) Liability for Hired or Rented Premises

We will indemnify You in respect of Your legal liability as a result of accidental Damage to premises (including fixtures and fittings) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which You hire, rent and occupy in connection with The Business.

We will not indemnify You in respect of

a) the first £250 of any claim caused other than by fire or explosion

b) liability imposed on You solely by reason of the terms of the hiring or renting agreement

c) legal liability as a result of Damage against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

7) Motor Contingent Liability

We will indemnify You in respect of Your legal liability as a result of accidental

a) Bodily Injury

and/or

b) Damage to property

arising out of the use

i) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

and

ii) in connection with The Business

of any motor vehicle not belonging to or provided by You.

We will not indemnify You

1) in respect of Damage to the vehicle or goods carried in or on the vehicle

2) while the vehicle is being driven by

a) You

b) by a person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

3) if indemnity is provided by another insurance.

8) Overseas Personal Liability

We will indemnify

a) You

b) any director, partner or Employee

while temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with The Business in respect of legal liability as a result of accidental

i) Bodily Injury

and/or

ii) Damage to Property

incurred in a personal capacity.

We will also indemnify any accompanying spouse or children.

Where the Policyholder is an individual the indemnity will also apply within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

1) where liability arises from

a) any agreement unless liability would have existed otherwise

b) ownership or occupation of land or buildings

c) the carrying on of any trade or profession

d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft

2) if indemnity is provided by another insurance policy.

9) Payment for Court Attendance

We will compensate You if, at Our request, any director, partner or Employee is attending court as a witness in connection with a claim for which You are entitled to indemnity.

The maximum We will pay is

- a) for each director or partner £250 per day
- b) for each employee £150 per day

10) Personal Effects

We will indemnify You in respect of Your legal liability as a result of accidental Damage to vehicles or personal effects which You do not own but which are in Your custody or control.

We will not indemnify You where this Property is

- 1) stored for a fee or other consideration
- 2) in Your custody or control for the purposes of being worked on.

11) Hunting, Shooting and Arena Displays

Your liability and that of any Employee caused by or in connection with:

- a) hunting on MOD and private farm land
- b) Service Shooting and Fishing Syndicates
- c) Organised Arena Displays – the period of cover for each display being from time of leaving barracks or base and return
- d) Hunter Trials and Point to Point meetings
- e) Hiring out horses subject to
 - i) the hirer being known to the Policyholder and having adequate experience
 - f) Provision of riding instruction subject to
 - i) Compliance with any local authority requirements relating to riding establishments
 - ii) Instruction provided by suitably qualified or experienced adults

We will not indemnify You in respect of liability for damage to land, fences and crops

Exceptions

1) We will not indemnify any person entitled to indemnity in respect of legal liability as a result of

- a) Personal Injury to an Employee, partner or proprietor
- b) the ownership, possession or use by You or on Your behalf or by any person entitled to indemnity under this Section of any
 - i) aircraft, aerial device or hovercraft
 - ii) watercraft (other than hand propelled watercraft) unless stated in the Schedule as insured
 - iii) motor vehicle or trailer
 - in circumstances to which road traffic legislation appliesor
 - where a more specific insurance is in force
- c) Damage to Property
 - i) which You own or is loaned, leased, hired or rented to You
 - ii) which is held in trust or in the custody or control of
 - You
 - any Employee
 - any other party who is carrying out work on Your behalf other than in the circumstances described in Clauses 6 or 10
- d) Damage to or the cost incurred by anyone in repairing, removing, replacing, re-applying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract)
- e) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing other than in connection with Products Supplied for which indemnity is provided under this Section
- f) any Products Supplied which could affect
 - i) the navigation, propulsion or safety of any aircraft or other aerial device
 - ii) the safety or operation of nuclear installations
- g) i) pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - ii) Bodily Injury or Damage to Property directly or indirectly caused by such pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.
- h) i) work in or on and travel to, from or within or
 - ii) Products Supplied to any offshore
 - accommodation, exploration, drilling or production rig or platform
 - support vessel
- i) the disposal of assets other than furniture and office equipment previously used in the course of The Business

2) We will not indemnify any person entitled to indemnity in respect of

- a) recalling or making refunds in respect of Products Supplied
- b) i) liquidated damages,
 - I) penalty causes,
 - II) fines,
- iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication or compensatory damages or other noncompensatory damages
- c) liability imposed on You solely by reason of the terms or any contract conditions or agreement in connection with Products Supplied.

3) We will not indemnify You in respect of damage to property or injury connected with the hire/usage of or involvement with inflatable bouncy castles or other inflatable rides, bungee jumps, bungee runs, abseiling, bucking broncos, motorcycles, go-karts, bar fly, dodgems, carousels or any other type of fairground ride or activity unless full details have been provided to Us and covered agreed by Us prior to the event and any additional premium required paid to Us.

4) We will not indemnify You in respect of Liability arising under any contract entered into by you except to the extent that liability would have attached in the absence of the contract and then only in respect of liability arising within the United Kingdom, Channel Islands, Isle of Man or other member states of the European Community.
This exclusion only applies in respect of liability arising out of any product after it has ceased to be in your custody or control.

5) We will not indemnify You in respect of liability in respect of Damage to goods supplied and the cost incurred by anyone in recalling, removing, repairing, rectifying, replacing or reapplying any defective product.

6) We will not indemnify You in respect of liability arising anywhere within the Geographical Limits:

- a) through the conduct of the Business by Employees who are foreign nationals employed by you elsewhere than in the United Kingdom, Channel Islands, Isle of Man and other member states of the European Community unless the claim is brought in a court under United Kingdom Jurisdiction
- b) where the granting of cover is contrary to any law, government order or decree of the country concerned
- c) out of any product

7) We will not indemnify You in respect of liability arising in China.

8) We will not indemnify You in respect of liability in respect of Damage to property which results from your deliberate act or omission and which could reasonably have been expected by you having regard to the nature and circumstances of such act or omission.

9) We will not provide indemnity in respect of

- (a) exposure to
- (b) inhalation of
- (c) fears of the consequences of exposure to or inhalation of
- (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos.

Endorsements and Conditions precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

Terrorism

Definitions

Terrorism

Any act or acts including but not limited to

- a) the use of threat or force and/or violence and/or

b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

In any action, suit or other proceedings where We allege that by reason of this Exception any consequence whatsoever resulting directly or indirectly from or in connection with (a) and/or (b) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any consequence is covered (or is covered beyond that limit of liability) shall be upon You

Exceptions

This Policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- 1) Terrorism
- 2) civil commotion in Northern Ireland
- 3) any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) above except as stated in the Special Provisions – **Terrorism** below

and provided that

- (1) and/or (3) above shall not apply to

Money

Personal Assault

Food Spoilage

Employee Dishonesty

and (2) above shall not apply to

Employers Liability

Public/Products Liability

Personal Accident

Special Provisions – Terrorism

Subject otherwise to the terms, conditions and exceptions of the policy

- a) When any of the following covers are insured by this policy

Employers Liability

Public/Products Liability

neither of the exceptions in 1 and 3 above shall apply to

i) Employers Liability (other than Excess of Loss Employers Liability) but the Limit/Amount of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £5,000,000 including costs and expenses

ii) Public and/or Products Liability (other than Excess of Loss Public and/or Products Liability) but the Limit/Amount of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £2,000,000 or any other amount specified in the Schedule for Public and/or Products Liability whichever is the lower

- b) When any of the following covers are insured by this policy

Personal Accident

Sickness

neither of the exceptions in (1) and (3) above shall apply to those covers provided that for the purposes of Special Provision (b) – Terrorism the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- a) any limits amounts payable or maximum accumulation stated in the Schedule

or

- b) £1,000,000

In the event of a claim exceeding the total amount payable under this Special Provision (b) – Terrorism Our liability in respect of each Insured person claimed for shall be proportionately reduced until the total does not exceed such total amount payable

Policy Exceptions

We will not indemnify You or any person entitled to indemnity in respect of

- 1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event

- a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
- c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above

However (a) to (c) shall not apply to the Employer's Liability Section and (b) shall not apply to the Personal Accident or Public and Products Liability Sections of this policy.

2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability

(a) 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 or from the combustion of nuclear fuel
(ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

(b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon

(i) dispersing radioactive material and/or ionising radiation

or

(ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

(1) exception (b) above does not apply to the following Sections, when insured by this policy

(a) Personal Accident

(b) Employers' Liability

(c) Public and Products Liability

(2) in relation to the Employers' Liability Section, exception (a) above only applies when You under a contract or agreement have undertaken to

(a) indemnify another party

(b) assume the liability of another party.

(3) exceptions (a) and (b) above do not apply to the Employee Dishonesty Section when insured by this policy

3) Loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices.

4) a) Money

b) securities or bonds

c) goods held in trust or on commission

d) documents or manuscripts

e) business books or computer systems records

f) explosives

unless specifically mentioned.

5) any claim which arises directly or indirectly from or consists of the failure or inability of any a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time

ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However, We shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

1) Property Damage

2) Business Interruption

3) Money and Assault.

This exception does not apply to any of the following Sections, when insured by this policy

Employers Liability.

Definition

The following definition only applies to this exception

'Defined Contingency'

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

6) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of

(a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section.

(i) Property Damage – Specified Contingencies

(ii) Property Damage – All Risks

(iii) Business Interruption

(iv) Money and Assault

Exception (a) above does not apply to the Public and Products Liability Section, when insured by this policy.

(b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with:

Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

(i) Property Damage – Specified Contingencies

(ii) Property Damage – All Risks

(iii) Business Interruption

(iv) Money and Assault

Exceptions (a) and (b) above do not apply to the following Sections, when insured by this policy.

(1) Loss of Licence

- (2) Employee Dishonesty
- (3) Personal Accident
- (4) Employer's Liability

Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following policy conditions.

1) Identification

The policy and Schedule will read as one contract.

A particular word or phrase which is not defined will have its ordinary meaning.

2) Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if You or anyone acting for You fails to disclose, misrepresents or misdescribes any material fact.

3) Alteration of Risk

The policy is voidable where there has been any material alteration to the risk after the commencement of this insurance

- a) which increases the risk of loss, destruction, damage, accident or injury
- or
- b) where Your interest ceases except by will or operation of law unless We have accepted the alteration.

4) Fraud

We will avoid the policy from the date of the loss or alleged loss

- a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated
- or
- b) a false declaration or statement is made in support of a claim.

5) Claims Procedure

You will

- a) tell Us immediately of any event or occurrence which may result in a claim
- b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim, within:
 - i) 30 days of You becoming aware of the event or occurrence
 - ii) 7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious personsor such further time that We may allow
- d) provide Us with all information and help We require in respect of the claim
- e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.

6) Reinstatement

When We decide, or are required to reinstate or replace any property You will, at Your expense provide

- a) plans
 - b) documents
 - c) books
 - d) information
- which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Sum Insured.

7) Average

Where a Sum Insured is subject to average, if at the time of loss, destruction or damage, the Sum Insured is less than the total value of the property, You will

- a) be responsible for the difference
- b) bear a proportionate share of the loss.

8) Contribution

Applicable to Public Liability section and Employers Liability section

a) If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these sections not been effected.

Applicable to all other sections insured by this policy

- b) where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss
- c) If the other insurance is subject to a condition of Average and this policy is not, this policy will become subject to the same condition of Average
- d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

9) Our Rights

If loss, destruction or damage occurs which may lead to a claim We may

- a) enter or take possession of the building or premises
- b) take possession of, or require to be delivered to Us, Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not pay for loss, destruction or damage if You or anyone acting on Your behalf

- I) do not comply with Our requirements
- II) hinder or obstruct Us.

You are not entitled to abandon property to Us.

10) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- a) enforce a right or remedy
- or
- b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

11) Discharge of Liability

We may at any time pay

a) the Limit of Indemnity

or

b) the Sum Insured

or

c) 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.

12) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

An award made by the arbitrator will be a Condition Precedent to a right of legal action against Us.

13) Reasonable Precaution

You will

a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair

b) take all reasonable precautions to prevent

i) loss, destruction or damage to Property Insured

ii) accident or injury to any person or loss, destruction or damage to their property

c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner

d) keep books with a complete record of purchases and sales.

14) Cancellation

We may cancel the policy

a) by sending You thirty days written notice to Your last known address.

We will refund a proportionate part of the premium paid for the unexpired period

b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement.

We will not refund any instalment paid.