

advance
insurance



Policy Wording

Catering Liability Insurance

Underwritten by International Insurance Company of Hannover Limited

CATERING LIABILITY INSURANCE
Version 1.5

Effected through: Advance Insurance Services

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number B6029A11EL0100011 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "Underwriters") and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

the liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;

this Policy insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Policy has been signed as follows:

100% with International Insurance Company of Hannover Limited

The subscribing Underwriters obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriters that for any reason does not satisfy all or part of its obligations.

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

This Policy is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Policy has been signed at the place stated and on the date specified in the Schedule on behalf of

Authorised signatory

Date

SECTIONS A, B AND C - LIABILITY INSURANCE

1 OPERATIVE CLAUSE

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

2 DEFINITIONS

For the purpose of this Policy:

- 2.1 The Insured/ You/ Your means:
 - 2.1.1 the person, persons or corporate body named in the Schedule
 - 2.1.2 subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.
- 2.2 Business means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:
 - 2.2.1 the ownership, repair and maintenance of the Insured's own property
 - 2.2.2 provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services
 - 2.2.3 private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.
- 2.3 Injury means death, bodily injury, illness or disease of or to any person.
- 2.4 Damage means loss of possession of or damage to tangible property.
- 2.5 Person Employed means any:
 - 2.5.1 Employee being a person under a contract of service or apprenticeship with the Insured
 - 2.5.2 labour master and persons supplied by him
 - 2.5.3 person employed by labour only sub-contractors
 - 2.5.4 self employed person under the control of the Insured
 - 2.5.5 person hired to or borrowed by the Insured
 - 2.5.6 person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business.
- 2.6 Product means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.
- 2.7 Pollution means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.
- 2.8 Defence Costs mean costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Policy.
- 2.9 Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(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.

3 INDEMNITY TO OTHERS

The indemnity granted extends to:

- 3.1 managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured
- 3.2 the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- 3.3 any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only
- 3.4 any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

- 3.5 the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

4 CROSS LIABILITIES

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

5 LIMITS OF INDEMNITY

5.1 SECTION A – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.

5.2 SECTIONS B AND C – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

- 5.2.1 under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- 5.2.2 under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.
- 5.2.3 in respect of Defence Costs, section 6.1.3. Corporate Manslaughter and Corporate Homicide Act 2007, shall not exceed £1,000,000 in all during the Period of Insurance.

6 DEFENCE COSTS

Subject to the written consent and the control of the Underwriters and subject to all other Policy Conditions and Exclusions, this Policy will also pay Defence Costs.

Defence Costs include legal expenses:

- 6.1 incurred by or awarded against the Insured arising out of any prosecution of the Insured:
 - 6.1.1 for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
 - 6.1.2 for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)
 - 6.1.3 incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007
- 6.2 arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- 6.3 arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A and in respect of Section 6.1. when the Limit of Indemnity will be inclusive of all Defence Costs unless this Policy is specifically endorsed to the contrary.

7.0 COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Underwriters in connection with a claim which is the subject of indemnity under this Policy the Underwriters will provide compensation to the Insured at the following rates for each day on which attendance is required:

- 7.1 any director or partner £250
- 7.2 any Employee £100

SECTION A – EMPLOYERS' LIABILITY

8.0 SECTION A – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured and occurring during the Period of Insurance.

9.0 SECTION A – EXCLUSIONS

This Section does not apply to or include legal liability:

- 9.1 arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed
- 9.2 incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security
- 9.3 arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- 9.4 arising out of Terrorism 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 £5,000,000 shall apply.
- 9.5 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.

It is a condition precedent to the liability of underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

10 SECTION A – COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the Insured, and the Underwriters shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.

SECTION B – PUBLIC LIABILITY

11 SECTION B – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance.

12 SECTION B – EXCLUSIONS

This Section does not apply to or include legal liability:

- 12.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 12.2 arising out of or in connection with any Product.
- 12.3 arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
 - 12.3.1 caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
 - 12.3.2 arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract

- 12.3.3 arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- 12.4 arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- 12.5 for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:
 - 12.5.1 clothing and personal effects (including vehicles and their contents) of Employees and visitors
 - 12.5.2 premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work
 - 12.5.3 premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement
- 12.6 arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

SECTION C – PRODUCTS LIABILITY

13 SECTION C – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.

14 SECTION C – EXCLUSIONS

This Section does not apply to or include legal liability:

- 14.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 14.2 for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective
- 14.3 arising out of the recall of any Product or part thereof
- 14.4 arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
- 14.5 arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- 14.6 arising from circumstances known to the Insured prior to the inception date of this Insurance.
- 14.7 arising from the failure of any Product to perform its intended function.

15. EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

Sections B and C do not apply to or include legal liability:

- 15.1 arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
- 15.2 arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 15.3 arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;
 - 15.3.1 was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
 - 15.3.2 was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Underwriters total liability to pay damages (including

claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

- 15.4 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 15.5 directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
- 15.6 a. directly or indirectly occasioned by, happening through, arising out of, resulting from or
In connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens
- Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.
- 15.7 directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 15.8 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 of loss which may have contributed concurrently or in consequence of a loss.
- 15.9 Directly or indirectly resulting from, or in consequence of any travel package arrangement.

SECTION D - PERSONAL ACCIDENT

This Section applies only if stated as INCLUDED in the Policy Schedule

16 SECTION D – OPERATIVE CLAUSE

If any Insured Person solely and independently of any other cause suffers Bodily Injury as a result of an Accident during the Period of Insurance, and occurring whilst engaged in the business of the Insured, the Insurers will pay the benefits stated in the Schedule applicable to this Section provided that such Bodily Injury occurs within 12 months of the incident.

17 SECTION D - OPERATIVE TIME

Occupational Accidents Only which shall mean whilst engaged in the business of the Insured only.

18 SECTION D - DEFINITIONS

- 18.1 Accident - means sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance
- 18.2 Bodily Injury - means Injury caused by
- 18.2.1 accidental violent external and visible means
- 18.2.2 exposure to the elements following a misfortune to any aircraft vessel or vehicle in which an Insured Person is travelling excluding any illness or disease
- 18.3 Insured Person - means the Insured Person(s) stated in the Schedule applicable to this Section
- 18.4 Loss of Limb - means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.
- 18.5 Permanent Total Disablement - Shall mean disablement which entirely prevents the Insured Person from attending to their usual business or occupation, which lasts continuously for 52 weeks and which at the end of that period is without prospect of improvement.

- 18.6 Temporary Partial Disablement - Shall mean disablement which prevents the Insured Person from attending to a substantial part of their business or occupation.
- 18.7 Temporary Total Disablement - Shall mean disablement which entirely prevents the Insured Person from attending to their business or occupation.
- 18.8 Business shall mean that which is described in the Schedule and conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The Business shall include

- 18.8.1 ownership, maintenance and repair of property occupied by or leased to the Insured
- 18.8.2 the provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any Person Employed
- 18.8.3 any Person Employed
- 18.8.4 any director or partner of the Insured
- 18.8.5 the owners of plant hired in by the Insured but only to the extent required by the hiring conditions
- 18.8.6 fire and security services maintained solely for the protection of premises owned or occupied by the Insured;
- 18.8.7 private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured;
- 18.8.8 participation in exhibitions held within the Territorial Limits;
- 18.8.9 project supervisor where the Insured act in that capacity in the course of the Business described in the Schedule by virtue of the requirements of any Health and Safety legislation.

19 SECTION D - EXCLUSIONS

Benefit is not payable in respect of:

- 19.1 the first 7 days of disablement
- 19.2 the first 28 days of disablement resulting from playing any type of football rugby or field hockey
- 19.3 Bodily Injury resulting from an Insured Person taking part in or practising for:
 - 19.3.1 abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling
 - 19.3.2 flying and aerial activities of any kind other than as a fare paying passenger in a properly certified multi-engine passenger carrying aircraft or helicopter flown in the course of licensed operations
 - 19.3.3 mountaineering or rock-climbing which would normally necessitate the use of ropes or guides
 - 19.3.4 racing of any kind other than on foot or swimming or
 - 19.3.5 engaging in or taking part in armed forces service or operations
- 19.4 Bodily Injury resulting from the use by an Insured Person of
 - 19.4.1 a motorcycle (as driver or passenger) other than under 250 c.c. and when the driver is duly qualified and is in possession of a current UK driving licence and both driver and passenger wear safety helmet(s) and appropriate clothing
 - 19.4.2 any kind of power tools
- 19.5 Bodily Injury arising from
 - 19.5.1 any pre-existing defect infirmity medical condition or chronic or recurring ailment of which an Insured Person is aware or could reasonably be expected to have been aware unless it has been declared in writing to and accepted by the Insurers
 - 19.5.2 pregnancy or childbirth
- 19.6 Bodily Injury sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of alcohol or drugs other than drugs taken as directed and prescribed by a qualified registered medical practitioner but not for the treatment of drug addiction
- 19.7 an Insured Person committing or attempting to commit suicide or in a state of insanity
- 19.8 self inflicted Bodily Injury or deliberate exposure to exceptional danger unless in an attempt to save Human life
- 19.9 Bodily Injury sustained by any Insured Person under 16 or over 65 years of age at the commencement of the Period of Insurance
- 19.10 Bodily Injury resulting solely in the inability to take part in sports or pastimes
- 19.11 Bodily Injury resulting from an Insured Person's own criminal act or taking part in civil commotion
- 19.12 Bodily Injury resulting from war, whether war be declared or not, hostilities or any act of war or civil war; radioactive contamination, explosion of war weapons, or the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined

- 19.13 Terrorist activity
- 19.14 For the purpose of exclusions 19.12 and 19.13;
- 19.14.1 Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- 19.14.2 Utilisation of Nuclear Chemical or Biological Weapons of Mass Destruction howsoever these may be distributed or combined
- 19.14.3 Utilisation of Nuclear Weapons of Mass Destruction means the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals
- 19.14.4 Utilisation of Chemical Weapons of Mass Destruction means the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
- 19.14.5 Utilisation of Biological Weapons of Mass Destruction means the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals

20 SECTION D - SPECIAL CONDITIONS

- 20.1 Claims shall not be payable under more than one of benefits (1) to (4) in respect of the same injury or the same period of disablement except that payment may be made under benefits (5) or (6) for any period prior to payment being made under benefits (2) to (4) provided that the amount already paid under benefits (5) or (6) shall be deducted from the payment due under benefits (2) to (4)
- After a claim has been paid under one of benefits (1) (2) (3) or (4) no further liability shall attach to the Insurers in respect of the Insured Person
- 20.2 Benefit (4) shall be payable only on certification by a medical referee of permanent total disablement as defined in the Schedule applicable to this Section and not before the expiry of 52 consecutive weeks disablement
- 20.3 Benefits (5) or (6) shall be payable up to but not exceeding in all 52 weeks in respect of any period(s) of disablement resulting from any one Bodily Injury and shall be paid at the end of any period of disablement or at the Insured's request at periodic intervals of not less than 4 weeks
- 20.4 The Insured Person shall take all practical steps to minimise any Bodily Injury
- 20.5 The Insured Person shall as often as required and at the expense of the Insurers submit to examination by a medical practitioner of the Insurers' choice
- 20.6 The Insurers shall be entitled to a post mortem examination at its own expense in the event of the death of an Insured Person
- 20.7 The Insured must inform the Insurers in writing as soon as possible
- 20.7.1 of any change in an Insured Person's occupation habits leisure pursuits or bodily powers
- 20.7.2 after receipt of a renewal invitation of any Bodily Injury or change in state of health not already notified to the Insurers suffered since the previous renewal date
- 20.8 This Section is not assignable and the receipt of the Insured or their legal representatives shall be a valid discharge of the Insurers liability
- 20.9 The Insured must inform the Insurers in writing as soon as possible if other insurance (other than temporary travel) against Bodily Injury is effected on behalf of an Insured Person
- 20.10 Any fraud, concealment of deliberate mis-statement by an Insured Person, either in the proposal on which this insurance is based or in relation to any other matter effecting this insurance shall render this insurance null and void and all claims will be forfeited.

SECTION D - PREVIOUS DISABILITY CLAUSE

It is hereby understood and agreed that, if the consequences of an Accident shall be aggravated by any physical disability or condition of the Insured Person which existed before the Accident occurred the amount of any compensation payable under this Policy in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated. This clause shall not apply if the disability or condition had been with out the necessity of medical consultation or treatment for 24 consecutive months prior to the date of the claim.

SECTION D - CLAIMS PROCEDURE

Any Accident which may give rise to a claim should be advised immediately in writing to and a claim form obtained from Van Ameyde UK Ltd, 34 The Mall, Bromley, Kent, BR1 1TS:-

Tel: 00 44 (0) 208 315 0732.

E-mail:

adjusters@vanameyde.co.uk

Fax: 00 44 (0) 208 315 0757

Web claims reporting:

www.on-lineclaims.com

Notice must be given to the Underwriters as soon as reasonably practicable of any Accident which causes or may cause a claim within the meaning of this Insurance, and the Insured Person must as early as possible seek the attention of a duly qualified medical practitioner. Notice must be given to the Underwriters as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an Accident.

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Underwriters and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.

23 EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not apply to or include legal liability:

23.1 directly or indirectly caused by or contributed to by or arising from:

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

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

- a). of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
- b). assumed by the Insured by agreement which would not have attached in the absence of such agreement

- 23.2 for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
- 23.3 for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage
- 23.4 which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

GENERAL CONDITIONS

24 GENERAL CONDITIONS APPLICABLE TO SECTIONS A, B AND C

(Conditions 24.1. to 24.5. are precedent to Underwriters' liability to provide Indemnity under this Policy)

- 24.1 The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 24.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 24.3 The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of

subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.

- 24.4 The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 24.5 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

GENERAL CONDITIONS

25. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

- 25.1 Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 25.2 If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 25.3 The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.
- 25.4 Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 25.5 All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
- 25.6 **Contract (Rights of Third Parties) Act 1999 Clarification Clause**
A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- 25.7 **Data Protection Act 1998**
It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.
- 25.8 **Choice of Law and Jurisdiction**
The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to English Law.

The indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

- 25.9 **Your Right to Cancel**
You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to the Insured by first class post.

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the Underwriters in respect of the Policy.

If You do not exercise Your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request. Underwriters reserve the right not to allow a return of premium.

To exercise Your right to cancel, contact the broker who arranged this cover for You

25.10 Complaints Procedure

Any enquiry or concern about this Policy should be addressed in the first instance to Your insurance broker.

If You are not satisfied, You may contact Underwriter's Compliance Officer at:

International Insurance Company of Hannover Ltd

1 Arlington Square

Bracknell

Berkshire RG12 0PE

Telephone 01344 397 600

Fax 01344 397 601

If You remain dissatisfied and wish to make a complaint, You may refer the matter at any time to:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Telephone : 0845 080 1800

Email : Complaint.info@financial-ombudsman.org.uk

OPTIONAL EXTENSION – BUSINESS EQUIPMENT AND STOCK COVER

INDEMNITY

The **INSURED** is indemnified by this policy against All Risks of Physical Loss of or Damage to **PROPERTY** from whatsoever cause arising occurring during the Period of Insurance, except as hereinafter specified, and subject to the terms and conditions contained hereinafter, within the geographical limits, and not exceeding the total sum insured specified in the Schedule.

PROPERTY:

TOOLS of TRADE and business equipment being portable hand tools and ladders (including power driven portable hand tools) business and office equipment, computer equipment and software and

STOCK IN TRADE (not otherwise Insured) either the property of the **INSURED and/or EMPLOYEES** whilst contained in a Vehicle under the custody or control of the **INSURED and/or EMPLOYEES**

Or hired in for which the **INSURED and/or EMPLOYEES** are responsible under a written contract of hire for an amount not exceeding £1500 any one occurrence or series of occurrences attributable to one original cause or source whilst contained in a vehicle under the custody or control of the **INSURED and/or EMPLOYEES**

It is noted and agreed this Insurance is subject to the following :-

EXCLUSIONS: Underwriters shall not be liable for the following.

The amount shown in the schedule as the assureds retained liability

Loss or damage due to wear and tear, moths, vermin, deterioration, rust or any other gradually operating cause (unless consequent upon accident to the conveyance, Fire or Explosion) depreciation delay or the carriage of explosives breakdown or failure.

Mechanical or electrical derangement.

Loss or damage to any part of any machine but its own ignition, electrical breakdown or burn out.

Cleaning repairing or restoration.

Acts of fraud or dishonesty.

Unexplained disappearance or inventory shortage

Damage to Property whilst in use

Depreciation, Contamination or Consequential Loss of any description

Loss of or damage to money documents or title deeds bonds bills of exchange promissory notes precious stones bullion gold or silver articles and jewellery.

Loss of or damage to glass other than arising from the explosion or theft or accident to the conveying Vehicle

Any consequential losses or any costs of replacing or reinstating data or rewriting documents

Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

(a) pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal.

(b) any of the perils listed in (a) above which itself results from pollution or contamination.

Theft from unattended Vehicles unless:

- a) A combined alarm and immobiliser, conforming to Thatcham Category 1, installed by the vehicle manufacturer, or by a vehicle security installation board (VSIB) approved fitter is set and activated.
- b) All doors, Windows and other opening are left closed, securely locked and properly fastened
- c) Entry or Access to the vehicle has been affected by forcible and violent entry.
- d) Equipment if out of the view from the exterior of the vehicle.

MINIMUM SECURITY REQUIREMENTS

It is a condition precedent to liability hereunder that the following devices are put into full and effective operation at night and whenever the Premises are unattended unless varied in writing by the Insurers

1 All external doors at the Premises together with internal doors which give access to any part of the building not occupied by the Insured shall be fitted and secured with one of the following

- a) a mortice deadlock with boxed metal striking plate or a rim lock either of which conforms to BS3621 Specification for Thief Resistant Locks
- b) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturers instructions
- c) all aluminum framed doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate
- d) all UPVC doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate of a multi-point locking system with a minimum of three locking points of which at least the central one must contain a horizontal dead lock or hook bolt with a minimum engagement in keep of 10mm. The profile cylinder for use with the lock must have a minimum of 5 pins and anti-drill inserts
- e) two key operated locking mechanisms or one key operated locking mechanism with
 - i) 300mm tower bolts fitted top and bottom
 - ii) steel or timber cross bars fitted internally

2 All outward opening external doors and internal doors which give access to any part of the building not occupied by the Insured to be fitted and secured with hinge bolts top and bottom

3 Steel or aluminum roller shutters to be secured by at least two of the following

- a) integral locking mechanism fitted to bottom rail of shutter
- b) proprietary guide mounted locking system (pinlocks)
- c) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturers instructions

4 All accessible opening windows fanlights and skylights including those accessible from decks roofs fire escapes or downpipes to be fitted with key operated locks or solid steel or iron bars or security grilles

Note: This endorsement shall not apply to any door or window officially designated a fire exit by the fire authority

CONDITIONS

BASIS OF SETTLEMENT

- a) Payment of the amount of the loss or
- b) At the discretion of the Underwriter, replace or repair the **PROPERTY**

GENERAL CONDITIONS

All conditions in this Policy are to the extent they are able to take effect as conditions precedent to the liability of the **UNDERWRITERS** under this Policy deemed to be conditions precedent to the liability of the **UNDERWRITERS**.

OBSERVANCE OF POLICY TERMS

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

REASONABLE PRECAUTIONS

The **INSURED** will take all reasonable precautions to prevent **INJURY** loss or damage and take all reasonable measures to observe and fulfill the requirements of all statutory obligations and regulations.

ALTERATION OF TRADE OR BUSINESS

The **INSURED** will immediately notify the **UNDERWRITERS** in writing of any alteration in the **TRADE** or **BUSINESS** which may increase the risk of loss or damage.

CLAIMS – PROCEDURE

Whenever anything occurs which might give rise to a claim under this policy the Insured will

- a) Immediately notify the claims department and provide such written information or details as maybe required.
- b) Send to the claims department immediately on receipt and unacknowledged every letter claim write summons or process relating to a claim
- c) Immediately report to the police all losses involving theft or disappearance.

The **INSURED** will provide all help assistance and co operation required by the claims department in connection with any claim.

CLAIMS - UNDERWRITERS RIGHTS

The **UNDERWRITERS** having been advised of a claim under this Policy will be entitled to undertake in the name of the **INSURED** defence control or settlement of any claim and for its own benefit take proceedings in the **INSURED** name to mitigate the loss. The **UNDERWRITERS** shall also be entitled to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to the **UNDERWRITERS**.

OTHER INSURANCES

If at the time of any loss or destruction of or damage to Property there is any other insurance covering the same property the **UNDERWRITERS** shall not be liable for more than their rateable proportion of any claim for such loss destruction or damage

PAYMENT OF PREMIUM

The Premium will be paid when due otherwise all benefit under this Policy will be forfeited.

MISDESCRIPTION

The Policy will be void able in the event of nondisclosure of any material information or fact or misrepresentation or misdescription.

E.U. DISCLOSURE CLAUSE (UK)

The **INSURED** is free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law

CANCELLATION

The **INSURED** has the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that the **INSURED** will have received the Policy document upon the day following the date it was emailed or posted to the Insured by first class post.

If the **INSURED** does cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the **UNDERWRITERS** in respect of the Policy.

If the **INSURED** does not exercise the right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. The **INSURED** will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at **INSURED'S** written request. Underwriters reserve the right not to allow a return of premium.

COMPLAINTS PROCEDURE

If the **INSURED** has any enquiry or concern about this Policy it should be addressed in the first instance to the issuing insurance broker.

If the **INSURED** is not satisfied, they may contact Underwriter's Compliance Officer at:

International Insurance Company of Hannover Ltd
1 Arlington Square
Bracknell
Berkshire
RG12 1WA

Telephone 01344 397 600 Fax 01344 397 601

If the **INSURED** remains dissatisfied and wish to make a complaint, they may refer the matter at any time to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone : 0845 080 1800
Email : Complaint.info@financial-ombudsman.org.uk

It is hereby understood and agreed that the following additional Terms and Conditions apply in respect of the above referenced Certificate:

AVERAGE CLAUSE

This Insurance is subject to the Condition of Average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the sum insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this Insurance bears to the total value of the said property.

RADIOACTIVE CONTAMINATION AND EXLPOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature 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.