



# Optima Office & Surgery Policy

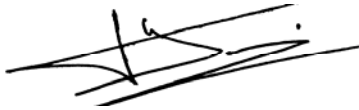
# OPTIMA OFFICE & SURGERY POLICY

The INSURED has applied for this insurance to Groupama Insurance Company Limited (the COMPANY) by a PROPOSAL which is the basis of this contract and is deemed to be incorporated herein and in consideration will pay the premium

In return the COMPANY will provide the insurance as described in this Policy subject to the Terms and Conditions and Exclusions of this policy

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

Signed for and on behalf of  
Groupama Insurance Company Limited



François-Xavier Boisseau  
Chief Executive Officer  
Groupama Insurance Company Limited  
Groupama House  
24-26 Minories  
London  
EC3N 1DE

PLEASE READ THIS POLICY CAREFULLY TO ENSURE THAT IT MEETS WITH YOUR REQUIREMENTS  
IF YOU HAVE ANY QUERIES PLEASE CONTACT YOUR BROKER OR INTERMEDIARY WHO WILL BE PLEASED TO HELP  
THIS POLICY SHOULD BE KEPT IN A SAFE PLACE – YOU MAY NEED TO REFER TO IT IF YOU HAVE TO MAKE A CLAIM

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# INTRODUCTION

Your Policy is a valuable document and we recommend that you study it carefully particularly the pages headed GENERAL EXCLUSIONS and GENERAL CONDITIONS You may find the pages headed DEFINITIONS helpful as we have set out the meaning of some words and terms

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

Most accidents and losses can be prevented with a little forethought and the page headed PREVENTION PROTECTS PROFITS outlines the minimum standards that we normally require

# OUR CUSTOMER CARE POLICY

Groupama Insurances is committed to delivering the highest standards of customer care. However we realise that there may be times when things go wrong. In such circumstances please contact the Department where the issue arose by using the numbers and addresses detailed. Please quote your name, claim or policy number and the reason for your complaint.

Telephone calls may be recorded.

## Claims

Commercial Insurances Claims Centre Manager  
Commercial Claims Centre  
Third Floor Building One  
Imperial Place  
Elstree Way  
Borehamwood  
Hertfordshire  
WD6 1JN

Telephone 0870 600 2123  
Fax 0870 600 2102

E-mail [smeclaims@groupama.co.uk](mailto:smeclaims@groupama.co.uk)

## Policy Administration and Documentation

Operations Manager  
Groupama House  
60 Spring Gardens  
Manchester  
M60 1HU

Telephone 0870 850 0123  
Fax 0870 850 0885

E-mail [sme@groupama.co.uk](mailto:sme@groupama.co.uk)

## Our Commitment to You

- We will make sure all the information we give you will be clear fair and accurate
- We will always try to be fair and reasonable whenever you need the protection of this policy
- We will also act promptly to provide that protection

### If things go wrong

Whilst we will make every effort to maintain the highest standards we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances we promise

- To acknowledge any formal complaint in 5 days or less
- To have the issues reviewed by a person of appropriate seniority and authority
- To identify the person managing your complaint in our original letter of response
- To respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

If you still feel that we have been unable to resolve the matter to your satisfaction then please write to our Chairman & Chief Executive at

Groupama Insurances  
Groupama House  
24-26 Minories  
London  
EC3N 1DE

Telephone 0870 850 8510  
Fax 020 7264 2860

## OUR CUSTOMER CARE POLICY (continued)

### Financial Ombudsman Service

If you are still unhappy following receipt of our final response you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. The address is

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

Tel 0845 080 1800

(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover less than £1m)

### Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that 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 and would provide cover for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. Further information about compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 020 7892 7300.

If you take any of the action mentioned above it will not affect your right to take legal action

# SPECIAL BENEFITS FOR GROUPAMA INSURANCE POLICYHOLDERS

## 1. HELPLINES

The INSURED may use Amicus Legal Ltd's 24-hour helpline service to obtain advice on any tax and employment matters in connection with the BUSINESS or PROFESSION

Advice is given without charge and all calls can be confirmed in writing

All calls are strictly confidential

The helpline number is 01206 731959

## 2. SOLAGLAS REPLACEMENT GLAZING

The INSURED may arrange for the replacement of broken windows at the insured premises by telephoning SOLAGLAS on FREEPHONE 0800 474747

This facility is available round the clock every day of the year and where necessary the premises will be made safe by boarding up

The COMPANY will settle accounts direct with SOLAGLAS except where the replacement is not within the scope of the cover provided by this Policy when a special discount will be allowed to the INSURED

The Special Benefits above have been arranged for the convenience of Policyholders and do not form a contractual relationship with Groupama Insurance Company Limited and do not form any part of the Policy



# DEFINITIONS

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

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ACCOUNTS RECEIVABLE means the records of Credit Accounts of the BUSINESS or PROFESSION kept in the BUILDINGS

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AVERAGE means that whenever a Sum Insured is declared to be subject to AVERAGE if the Sum Insured at the time of the loss damage or destruction hereby insured is less than 85 per cent of the total value of the property insured then the INSURED shall be considered as being his or her own insurer for the difference and shall bear the appropriate proportion of the loss accordingly

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BUILDINGS means the building of STANDARD CONSTRUCTION including OFFICEFRONT and all landlords fixtures and fittings thereon at the PREMISES occupied for the purpose of the BUSINESS or PROFESSION and for private dwelling or such other purposes as described in the Schedule

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BUSINESS HOURS means hours during which the INSURED or an EMPLOYEE is on the PREMISES for the purposes of the BUSINESS or PROFESSION

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BUSINESS or PROFESSION means the BUSINESS or PROFESSION specified in the Schedule and if Contents are insured under this Policy then it also includes

- (1) the provision and management for the benefit of the INSURED DIRECTORS PARTNERS or EMPLOYEES of canteens social sports educational or welfare activities and first aid fire security and ambulance services
  - (2) The ownership and routine maintenance and repair of the PREMISES from which the BUSINESS or PROFESSION is conducted
  - (3) The performance of any other duties by EMPLOYEES at the request of the INSURED or any DIRECTOR or PARTNER
- 

COMPANY means Groupama Insurance Company Limited

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

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DIRECTOR means a director of the INSURED

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DOCUMENTS mean business books documents manuscripts computer system records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproduction and not the value to the INSURED of the information contained therein

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## DEFINITIONS (continued)

EMPLOYEE means any

- (1) person under a contract of service or apprenticeship with the INSURED
- (2) self-employed person or labour only sub-contractor or labour master or person supplied by any of them
- (3) person seconded to acquire work experience under a scheme or otherwise
- (4) person hired to or borrowed by the INSURED

whilst working for the INSURED in the course of the BUSINESS or PROFESSION

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EXCESS means the amount that will be deducted by the COMPANY from the total agreed amount of any claim (only one EXCESS will be deducted from the total amount for claims arising out of one event)

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HACKING means unauthorised access to any computer or other equipment auxiliary equipment or component or system or item which processes stores transmits or retrieves data whether the property of the INSURED or not

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INJURY means bodily injury death illness disease or shock

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INSURED means the person or persons or Corporate Body named in the Schedule and includes

- (1) in the event of the INSURED'S death the legal personal representative in respect of liability incurred by the INSURED
  - (2) at the INSURED'S request any EMPLOYEE DIRECTOR or PARTNER
- 

MONEY means coin bank and currency notes bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants unused postage stamps holiday with pay stamps National Insurance Stamps stamped holiday with pay cards stamped National Insurance Cards National Savings Certificates Premium Bonds Luncheon Vouchers Credit and Debit Card Sales vouchers gift tokens consumer redemption vouchers trading stamps telephone cards unexpired units in franking machines and VAT purchase invoices

The INSURED'S own or for which he or she is responsible and pertaining to the BUSINESS or PROFESSION

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NOTIFIABLE HUMAN DISEASE means illness sustained by any person resulting from

- (a) food or drink poisoning or
  - (b) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS)) an outbreak of which the competent local authority has stipulated will be notified to them
- 

OFFICEFRONT means the windows doors frames signs and walling including security fittings and fixed associated electrical equipment all forming part of the front of the PREMISES

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OFFICE or SURGERY means those parts of the BUILDINGS used for clerical or professional purposes in connection with the BUSINESS or PROFESSION

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## DEFINITIONS (continued)

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

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OTHER CONTENTS means

- (1) DOCUMENTS
  - (2) DIRECTORS PARTNERS EMPLOYEES and visitors pedal cycles and other personal effects for an amount not exceeding £500 in respect of any one person
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OUTBUILDINGS means any outbuilding used in conjunction with the BUILDINGS together with septic tanks storage tanks fixed signs lighting standards paved terraces verandas patios drives paths walls gates and fences

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PARTNER means a partner of the INSURED

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

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POLLUTION or CONTAMINATION means

- (1) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
  - (2) all INJURY loss or damage to material property directly or indirectly caused by pollution or contamination arising from POLLUTING or CONTAMINATING or SEEPING SUBSTANCES
- 

PREMISES means the BUILDINGS including OUTBUILDINGS and land used for the BUSINESS or PROFESSION and situate as stated in the Schedule

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

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REMEDICATION includes "remediation" under the Environment Act 1995

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STANDARD CONSTRUCTION means constructed of brick stone or concrete and roofed with slates tiles metal concrete asphalt or sheets composed entirely of non-combustible mineral ingredients

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## DEFINITIONS (continued)

TENANTS IMPROVEMENTS means decorations and improvements to the BUILDINGS including landlords fixtures and fittings for which the INSURED is responsible as tenant and not as owner

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

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UNOCCUPIED in respect of the OFFICE or SURGERY means closed for BUSINESS or PROFESSION use for more than 21 consecutive days and in respect of any other part of the PREMISES means without an authorised occupant therein for more than 21 consecutive days

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VIRUS OR SIMILAR MECHANISM means program code programming instruction or any set of instructions intentionally constructed with the ability to interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

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

## SECTION 1 BUILDINGS

### THE INSURANCE

The COMPANY will indemnify the INSURED

### EXCLUSIONS

The COMPANY will not be liable for

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Against loss damage or destruction to BUILDINGS or OUTBUILDINGS for which the INSURED is responsible

- (a) *the EXCESS of £250*
- (b) *the EXCESS of £500 in respect of loss damage or destruction caused by animals on the PREMISES for the purposes of the BUSINESS or PROFESSION*
- (c) *loss damage or destruction to*
  - (i) *fences or gates caused by Storm or Flood*
  - (ii) *glass*
  - (iii) *any part of the BUILDINGS or OUTBUILDINGS when UNOCCUPIED unless the loss damage or destruction is caused by Fire Lightning Explosion Earthquake Subterranean Fire Aircraft or Impact*
- (d) *theft unless following forcible and violent entry to or exit from the BUILDINGS or any attempt thereat including threat of personal violence to the INSURED or any EMPLOYEE*

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### ARCHITECTS FEES – DEBRIS REMOVAL – LOCAL AUTHORITIES

For the following expenses necessarily incurred with the COMPANY'S consent as a result of loss damage or destruction insured by this Section

- (a) *architects surveyors legal and other fees*
  - (a) (i) *the costs of preparing a claim*
  - (ii) *any amount in excess of £10,000*
- (b) *the cost of clearing the site and making the BUILDINGS and OUTBUILDINGS safe*
  - (b) (i) *work in respect of any undamaged portion or portions of the PREMISES*
  - (ii) *costs incurred in removing debris except from the site of the PREMISES damaged or destroyed and the area immediately adjacent to such site*
  - (iii) *any amount in excess of £10,000*
- (c) *the additional costs of rebuilding or repair solely to comply with any statute or bye-law*
  - (c) (i) *work to comply with any notice served upon the INSURED before the happening of the loss damage or destruction*
  - (ii) *any amount in excess of £10,000*

### UNDERGROUND SERVICES

The cost of repair of accidental damage for which the INSURED is responsible to underground services (including covers) extending from the PREMISES to the public mains

- (d) (i) *the EXCESS of £250*
- (ii) *any amount in excess of £10,000*

## SECTION 1 BUILDINGS (continued)

The COMPANY will indemnify the INSURED

*The COMPANY will not be liable for*

### OWNERSHIP LIABILITY

Against all sums which the INSURED becomes legally liable to pay as damages and claimants costs and expenses

- (a) Property Owners Liability  
solely due to his or her ownership of the PREMISES and arising out of accidental INJURY to any person or accidental physical damage to material property caused by and happening in or about the PREMISES during the Period of Insurance  
Provided that the total liability of the COMPANY in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity stated in the Schedule
- (b) Defective Premises Act 1972  
solely by reason of Section 3 of the Defective Premises Act 1972 in connection with premises previously owned and from which the INSURED formerly operated the BUSINESS or PROFESSION
- (a) (i) *INJURY to an EMPLOYEE*  
(ii) *liability assumed under a contract or agreement where such liability would not have arisen in the absence of such contract or agreement*  
(iii) *any amount in excess of the Limit of Indemnity stated in the Schedule in respect of any claim under this Insurance and Section 3.2 arising out of any one occurrence or series of occurrences attributable to one original cause or source*  
(iv) *any liability of whatsoever nature arising out of mould or toxic mould*
- (b) *any INJURY loss or damage*  
(i) *happening prior to the disposal of the premises*  
(ii) *to the premises disposed of*  
(iii) *any amount in excess of £1,000,000 for damages arising out of any one occurrence or series of occurrences*
- (c) *liability in respect of POLLUTION or CONTAMINATION including the cost of removing nullifying or cleaning up POLLUTION or CONTAMINATING or SEEPING SUBSTANCES or REMEDIATION unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance*
- Provided that*
- (i) *all POLLUTION or CONTAMINATION which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place*  
(ii) *the liability of the COMPANY for all damages and claimants costs and expenses payable in respect of all POLLUTION or CONTAMINATION which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Indemnity Limit stated in the Schedule*

# ADDITIONAL BENEFITS SECTION 1 BUILDINGS

## 1 AUTOMATIC REINSTATEMENT OF SUMS INSURED

The Sums Insured on BUILDINGS and OUTBUILDINGS and OFFICEFRONT will not be reduced by the amount of any claim unless the COMPANY gives written notice to the contrary

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## 2 INFLATION PROTECTION

The Sums Insured on BUILDINGS and OUTBUILDINGS and OFFICEFRONT are increased quarterly by the percentage movement in the Royal Institution of Chartered Surveyors BCIS General Building Cost Index or any alternative index specified by the COMPANY

The COMPANY will not charge additional premium for the changes in the Sums Insured which are recalculated quarterly but the next renewal premium will be calculated on the adjusted Sums Insured

Sums Insured will not be reduced when an index figure reduces However such Sums Insured will not be subsequently increased due to an increase in the index until the index rises above the point at which it originally reduced

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## 3 PURCHASERS INTEREST

If the INSURED has contracted to sell the PREMISES and the purchaser has not insured the PREMISES before completion the purchaser will have the benefit of this Policy in so far as it related to the PREMISES up to the date of completion

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## 4 REINSTATEMENT

In the event of the BUILDINGS or OUTBUILDINGS being damaged or destroyed the basis upon which the amount payable is to be calculated will be Reinstatement subject to the following Special Provisions and subject to the terms and conditions applying in this Section except in so far as the same may be varied hereby

Reinstatement will mean

- (a) where the BUILDINGS or OUTBUILDINGS are destroyed their rebuilding or replacement in either case in a condition equal to but not better nor more extensive than their condition when new
- (b) where the BUILDINGS or OUTBUILDINGS are damaged the repair of the damage and the restoration of the damaged portion to a condition substantially the same as but not better nor more extensive than their condition when new

Reinstatement: Special Provisions

- (i) The work of Reinstatement must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount which would have been payable if this Additional Benefit had not been incorporated herein shall be made
- (ii) When the property insured under this Additional Benefit is damaged or destroyed in part only the liability of the COMPANY will not exceed the sum representing the cost which the COMPANY could have been called upon to pay for Reinstatement if such property had been wholly destroyed
- (iii) No payment beyond the amount which would have been payable if this Additional Benefit had not been incorporated herein will be made until the cost of Reinstatement shall have been actually incurred

## ADDITIONAL BENEFITS SECTION 1 BUILDINGS (continued)

- (iv) If at the time of Reinstatement the sum representing 85 per cent of the cost which would have been incurred in Reinstatement if the whole of the property had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire at the commencement of any damage to or destruction of such property then the INSURED will be out of any fire or at the commencement of any damage to or destruction of such property then the INSURED will be considered as being his or her own insurer for the difference between the Sum Insured and the sum representing the cost of Reinstatement of the whole of the property and will bear an appropriate proportion of the loss accordingly
  - (v) No payment beyond the amount which would have been payable under this Section if this Additional Benefit had not been incorporated herein will be made if at the time of any damage to or destruction of any property insured hereunder such property will be covered by any other insurance effected by or on behalf of the INSURED which is not upon the identical basis of Reinstatement set forth herein
  - (vi) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Section if this Additional Benefit had not been incorporated herein the rights and liabilities of the COMPANY and the INSURED in respect of the damage or destruction will be subject to the terms and conditions applying to this Section including any Condition of AVERAGE as if this Benefit had not been incorporated herein
- 

### 5 RENT

The insurance on Rent applies only if the BUILDINGS or OUTBUILDINGS of any part thereof are unfit for occupation in consequence of damage or destruction insured by this Section and the amount payable will not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the Term Insured for Rent

## SPECIAL CONDITION SECTION 1 BUILDINGS

The Sum Insured for BUILDINGS and OUTBUILDINGS and OFFICEFRONT is subject to AVERAGE

## GENERAL EXCLUSIONS SECTION 1 BUILDINGS

*The COMPANY will not be liable for*

- (a) the cost of repair or replacement of plant or machinery caused by wear and tear breakdown or lack of maintenance*
  - (b) loss damage or destruction of electric wiring machines or appliances caused by self ignition*
  - (c) loss or damage or destruction caused by*
    - (i) atmospheric or climatic conditions apart from Storm or Flood*
    - (ii) vermin rot mould or toxic mould fungus insects or birds inherent vice latent defect natural or gradual deterioration wear and tear*
    - (iii) animals which are not on the PREMISES for the purpose of the BUSINESS or PROFESSION*
    - (iv) faulty or defective design materials workmanship maintenance or any process of cleaning renovation or repair*
    - (v) subsidence ground heave landslip collapse cracking shrinkage or normal settlement or bedding down*
    - (vi) electric or mechanical failure breakdown derangement or misuse*
  - (d) loss damage or destruction to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the INSURED or not but this shall not exclude loss damage or destruction which results from a DEFINED PERIL (other than the acts of thieves and malicious persons which do not involve physical force and violence)*
  - (e) Liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the INSURED or not and whether occurring before during or after the Year 2000*
    - (a) correctly to recognise any date as its true calendar date or*
    - (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of*
      - (i) treating any date otherwise than as its true calendar date or*
      - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date*
- or*
- (c) otherwise to function correctly*

*This General Exclusion applies to The Insurance for Ownership Liability of this section of the policy*

## SECTION 2 CONTENTS

### THE INSURANCE

The COMPANY will indemnify the INSURED

### EXCLUSIONS

The COMPANY will not be liable for

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#### 1 CONTENTS

If the Contents specified in the Schedule are lost damaged or destroyed whilst within the OFFICE or SURGERY

- (a) *the EXCESS of £500 in respect of loss damage or destruction caused by animals on the PREMISES for the purposes of the BUSINESS or PROFESSION*
- (b) *the EXCESS of £250 for all other losses*
- (c) *loss damage or destruction*
  - (i) *except as mentioned in the Schedule or in any Section of this Policy to deeds bonds MONEY or securities of any description furs jewellery precious stones precious metals except precious metals used in any Medical or Dental practice bullion works of art coins rare books explosives motor vehicles or their accessories*
  - (ii) *when the OFFICE or SURGERY is UNOCCUPIED unless the loss damage or destruction is caused by Fire Lightning Explosion Earthquake Subterranean Fire Aircraft or Impact*
  - (iii) *of keys to the OFFICE or SURGERY*
- (d) *theft unless following forcible and violent entry to or exit from the BUILDINGS or any attempt thereat including threat of personal violence to the INSURED or any EMPLOYEE*
- (e) *any amount in excess of £500 in total in respect of wines spirits and tobacco*

*(See also Section Exclusions Page 25)*

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#### 2 DEBRIS REMOVAL

for the costs and expenses necessarily incurred in removing debris as a result of loss damage or destruction insured by this Section

- (a) *costs and expenses*
  - (i) *incurred in removing debris except from the site of such property damage or destroyed and the area immediately adjacent to such site*
  - (ii) *arising from pollution or contamination of property not insured by this Policy*
- (b) *any amount in excess of £10,000*

## SECTION 2 CONTENTS (continued)

The COMPANY will indemnify the INSURED

*The COMPANY will not be liable for*

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### 3 PROPERTY TEMPORARILY REMOVED

If trade fixtures fittings machinery or DOCUMENTS are lost damaged or destroyed whilst temporarily removed from the OFFICE or SURGERY (including whilst in transit) but remaining within the TERRITORIAL LIMITS

- (a) *the EXCESS of £250*
  - (b) *theft when not in a locked building*
  - (c) *Storm Flood or Accidental Damage when not in a building*
  - (d) *pedal cycles and personal effects*
  - (e) *DOCUMENTS in transit*
  - (f) *any amount in excess of 15 per cent of the Sum Insured*
- 

### 4 REPLACEMENT OF LOCKS

for the cost incurred in replacement of locks to the OFFICE or SURGERY or to any safe or strongroom within the OFFICE or SURGERY following loss of keys

- (a) *replacement of locks arising from theft of keys from the OFFICE or SURGERY out of BUSINESS HOURS or when the OFFICE or SURGERY is UNOCCUPIED*
  - (b) *any amount in excess of £1,000*
- 

### 5 METERED WATER

the cost incurred by the INSURED as determined by the Water Supply Undertakings Meter for charges demanded by the Water Supply Undertaking Company following insured damage to water apparatus after the point of the service feed to the PREMISES

- (a) *the EXCESS of £250*
- (b) *for any damage not discovered within 180 days*
- (c) *for any loss occurring when the BUILDINGS in which the loss occurs are UNOCCUPIED*
- (d) *any amount in excess of £2,500*

## SECTION 2 CONTENTS (continued)

The COMPANY will indemnify the INSURED

*The COMPANY will not be liable for*

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### 6 TENANTS LIABILITY FOR DAMAGE

(a) *Underground Services and Septic Tanks*

(a) (i) *the EXCESS of £250*

for the cost of repair of accidental damage for which the INSURED is responsible as tenant and not as owner to

(ii) *any amount in excess of £10,000*

- (i) septic tanks
- (ii) underground services (including covers) extending from the PREMISES to the public mains

(b) *Theft Damage*

(b) (i) *the EXCESS of £250*

for the cost of repair of damage to the BUILDINGS or OUTBUILDINGS for which the INSURED is responsible as tenant and not as owner following theft or attempted theft

(ii) *damage when the BUILDINGS are UNOCCUPIED*

(iii) *any amount in excess of £10,000*

(c) *Rented Buildings or Outbuildings*

(c) (i) *the EXCESS of £250*

against legal liability for loss or damage to the BUILDINGS or OUTBUILDINGS hired or rented to the INSURED for the purpose of the BUSINESS or PROFESSION

(ii) *loss or damage assumed by the INSURED under a tenancy or other agreement which would not have attached in the absence of such agreement*

(iii) *any amount in excess of the Public Liability Limit of Indemnity stated in the Schedule in respect of any claim under this Insurance and Section 3.2 arising out of any one occurrence or series of occurrences attributable to one original cause or source*

# ADDITIONAL BENEFITS SECTION 2 CONTENTS

## 1. AUTOMATIC REINSTATEMENT OF SUMS INSURED

The Sums Insured will not be reduced by the amount of any claim unless the COMPANY gives written notice to the contrary

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## 2. INFLATION PROTECTION

The Sums Insured on CONTENTS and OTHER CONTENTS and TENANTS IMPROVEMENTS are increased monthly by the percentage movement in the General Index of Retail Prices or any alternative index specified by the COMPANY

The COMPANY will not charge additional premium for the changes in the Sums Insured which will occur monthly but the next renewal premium will be calculated on the adjusted Sums Insured

Sums Insured will not be reduced when an index figure reduces However such Sums Insured will not be subsequently increased due to an increase in the index until the index rises above the point at which it originally reduced

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## 3. REINSTATEMENT

In the event of trade fixtures fittings and machinery being lost damaged or destroyed the basis upon which the amount payable is to be calculated will be the Reinstatement of the property lost damaged or destroyed subject to the following Special Provisions and subject also to the terms and conditions applying to this Section except in so far as the same may be varied hereby

Reinstatement means the carrying out of the following work

- (a) where the property is lost or destroyed its replacement by similar property in a condition equal to but not better nor more extensive than its condition when new
- (b) where the property is damaged the repair of the damage and the restoration of the damaged portion of such property to a condition substantially the same as but not better nor more extensive than its condition when new

### REINSTATEMENT: SPECIAL PROVISIONS

- (i) When property insured under this Additional Benefit is lost damaged or destroyed in part only the liability of the COMPANY will not exceed the sum representing the cost which the COMPANY could have been called upon to pay for Reinstatement if such property had been wholly destroyed
- (ii) If at the time of Reinstatement the sum representing 85 per cent of the cost which would have been incurred in the Reinstatement if the whole of the property had been destroyed exceeds the Sum Insured thereon at the commencement of any loss damage or destruction to such property the INSURED will be considered as being his or her own insurer for the difference between the Sum Insured and the sum representing the cost of Reinstatement of the whole of such property and will bear an appropriate proportion of the loss damage or destruction accordingly
- (iii) No payment beyond the amount which would have been payable under this Section if this Additional Benefit had not been incorporated herein will be made if at the time of any loss damage or destruction to any property insured hereunder such property will be covered by any other insurance effected by or on behalf of the INSURED which is not upon the identical basis of Reinstatement set forth herein
- (iv) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Section if this Additional Benefit had not been incorporated herein the rights and liabilities of the COMPANY and the INSURED in respect of the loss damage or destruction will be subject to the terms and conditions applying to this Section including any Condition of AVERAGE as if this Additional Benefit had not been incorporated herein

# ADDITIONAL INSURANCES SECTION 2 CONTENTS

This Section also insures loss damage or destruction to

*The COMPANY will not be liable for*

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## 1 PORTABLE EQUIPMENT

the portable equipment up to the sums insured specified in the Schedule

- (a) *the EXCESS of £250*
- (b) *theft or attempted theft from any unattended conveyance*
- (c) *any loss damage or destruction occurring outside the TERRITORIAL LIMITS unless otherwise specified in the Schedule*

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## 2 DOCUMENTS IN TRANSIT

DOCUMENTS in transit within the TERRITORIAL LIMITS in the custody of the INSURED DIRECTOR PARTNER or an EMPLOYEE or by post or courier service up to the Sum Insured stated in the Schedule

- (a) *MONEY or securities for MONEY*
- (b) *Negotiable instruments*

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## 3 EXTERNAL SIGNS AND NAMEPLATES

external signs and nameplates

- (a) *the EXCESS of £100*
- (b) *any amount in excess of £500*

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## 4 GLASS

fixed glass polycarbonate and fixed sanitaryware for which the INSURED is responsible within or forming part of the BUILDINGS

- (a) *the EXCESS of £100*
- (b) *glass polycarbonate or sanitaryware already cracked or broken*
- (c) *breakage caused by installation removal or repairs to the BUILDINGS*
- (d) *damage by scratching*
- (e) *any amount in excess of £5,000*

### ADDITIONAL EXPENSES

The COMPANY will pay for repair or replacement of framework lettering or alarm foil resulting from the breakage of glass insured

## ADDITIONAL INSURANCES SECTION 2 CONTENTS (continued)

This Section also insures loss damage  
or destruction to

*The COMPANY will not be liable for*

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### 5 MONEY

(a) *the EXCESS of £100*

MONEY within the TERRITORIAL LIMITS up to the  
Limits of Liability stated in the Schedule

(b) *depreciation shortages errors omissions or consequential loss of  
any kind*

(c) *loss arising from theft fraud or dishonesty of a DIRECTOR  
PARTNER or EMPLOYEE*

(i) *not discovered within 7 working days of the event*

(ii) *insured by a fidelity guarantee insurance*

(d) *loss from any unattended vehicle*

(e) *loss from any coin operated machine*

(f) *loss by forgery or deception*

### MONEY: SPECIAL TERMS

#### (i) AGGREGATION

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

#### (ii) KEYS

It is a condition precedent to the liability of the COMPANY that all keys or notes of combinations to safes or strongrooms shall be in the custody of the INSURED DIRECTOR PARTNER or authorised EMPLOYEE during BUSINESS HOURS and not left in the OFFICE or SURGERY out of BUSINESS HOURS

#### (iii) DAMAGE to SAFES

The COMPANY will indemnify the INSURED in respect of loss damage or destruction to any safe strongroom or container used for the carriage or safety of MONEY as a result of theft or attempted theft

## ADDITIONAL INSURANCES SECTION 2 CONTENTS (continued)

This Section also insures

*The COMPANY will not be liable for*

### 6. ROBBERY ASSAULT

<p>If the INSURED or any EMPLOYEE DIRECTOR or PARTNER sustains accidental bodily injury as a direct result of robbery or attempted robbery in the course of his or her employment in the BUSINESS or PROFESSION which independently of any other cause results in death or disablement occurring within 12 months of such injury then the COMPANY will pay to the INSURED EMPLOYEE DIRECTOR or PARTNER the Benefit specified below</p>	<p>(a) <i>any injury to any person who at the time of sustaining injury or damage is under 16 or over 70 years of age</i></p> <p>(b) <i>an injury which is in any way brought about by or with the collusion of the INSURED or EMPLOYEES DIRECTORS or PARTNERS</i></p> <p>(c) <i>an injury which is in any way brought about by any existing physical defect or infirmity drugs or intoxication</i></p>
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### BENEFITS

1	Death	£5,000
2	Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£5,000
3	Total irrecoverable loss of sight in one or both eyes	£5,000
4	Permanent total disablement (other than through loss of limbs or sight) from any gainful occupation	£5,000
5	Total uninterrupted disablement from engaging the usual occupation for a maximum of 104 weeks at the rate per week of	£50
6	Clothing or personal effects damaged as a direct result of robbery to an amount not exceeding	£250

### ROBBERY ASSAULT: SPECIAL TERMS

- (i) No payment will be made until the total amount due in respect of any one injury shall have been ascertained
- (ii) Not more than one of the Benefits 1 to 4 above will be payable and any amount paid or payable under Benefit 5 in respect of the same occurrence will be deducted from the amount payable under Benefits 1 to 4
- (iii) The receipt of the person entitled to compensation or his or her legal personal representatives will in all cases be an effectual discharge to the COMPANY
- (iv) The injured person will at his or her own expense furnish all certificates and information in such form and of such nature as the COMPANY may reasonably prescribe and as often as required by the COMPANY submit to medical examination on behalf of the COMPANY as its own expense in respect of any bodily injury sustained the COMPANY will in the event of the death of such person be entitled to a post-mortem examination at its own expense

## ADDITIONAL INSURANCE SECTION 2 CONTENTS (continued)

This Section also insures loss damage or destruction to

*The COMPANY will not be liable for*

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### 7. REFRIGERATOR CONTENTS

Medical or pharmaceutical products Food and Drink in any refrigerated cabinet in the OFFICE or SURGERY caused by

(a) *the EXCESS of £100*

(b) *losses where the refrigerated cabinet is more than 15 years old*

- (a) Breakdown of the refrigerate cabinet
- (b) failure of the public electricity supply
- (c) accidental leakage of refrigerant

(c) *loss damage or destruction resulting from the deliberate act of any public supply authority to withhold or restrict supply including but not limited to withdrawal of supply due to industrial action*

up to the Sum Insured stated in the Schedule

#### REFRIGERATOR BREAKDOWN: SPECIAL TERM

It is a condition precedent to the liability of the COMPANY that any refrigerated cabinet over 2 years old is annually inspected and maintained by a competent person

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### 8. DRUGS AND MEDICINES

Medical or pharmaceutical products in the OFFICE or SURGERY up to the sum insured stated in the Schedule

(a) *the EXCESS of £250*

## SPECIAL CONDITION SECTION 2 CONTENTS

Each Sum Insured is subject to AVERAGE

## GENERAL EXCLUSIONS SECTION 2 CONTENTS

*The COMPANY will not be liable for*

- (a) the cost of repair or replacement of plant or machinery caused by wear and tear breakdown or lack of maintenance*
- (b) loss damage or destruction to electric wiring machines or appliances caused by self-ignition*
- (c) loss damage or destruction caused by
  - (i) atmospheric or climatic conditions apart from Storm or Flood*
  - (ii) vermin rot mould or toxic mould fungus insects or birds inherent vice latent defect natural or gradual deterioration wear and tear*
  - (i) animals which are not on the PREMISES for the purpose of the BUSINESS or PROFESSION*
  - (ii) faulty or defective design materials workmanship maintenance or any process of cleaning renovation or repair*
  - (iii) subsidence ground heave or landslip*
  - (iv) electric or mechanical failure breakdown derangement or misuse*
  - (v) disappearance unexplained or inventory shortage misfiling or misplacing of information*
  - (vi) erasure or distortion of information on computer systems and computer system storage media and any other records unless caused by accidental loss damage or destruction not otherwise excluded to the machine or storage media on which the computer systems and software and other records are held nor for the value to the INSURED of the information itself*
  - (vii) the deliberate act of any public service supplier to withdraw or restrict public water gas electricity or telecommunication services including but not limited to withdrawal of service due to industrial action**
- (d) loss damage or destruction to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the INSURED or not but this shall not exclude loss damage or destruction which results from a DEFINED PERIL (other than the acts of thieves and malicious persons which do not involve physical force and violence)*

## SECTION 3 LEGAL LIABILITY

### THE INSURANCE

The COMPANY will indemnify the INSURED against

### EXCLUSIONS

*The COMPANY will not be liable for*

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#### 1 EMPLOYERS LIABILITY

All sums which the INSURED shall become legally liable to pay as damages and claimants costs and expenses in respect of INJURY sustained by an EMPLOYEE DIRECTOR or PARTNER arising out of and in the course of employment by the INSURED within the TERRITORIAL LIMITS in connection with the BUSINESS or PROFESSION during the Period of Insurance

The Employers Liability Indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to EMPLOYEES within the TERRITORIAL LIMITS

However the INSURED will repay to the COMPANY all sums paid by the COMPANY which the COMPANY would not have been liable to pay but for the provisions of such law

#### LIMIT OF LIABILITY

The Limit of Liability of the COMPANY payable under the Insurance and Additional Insurances of this Section 3.1 EMPLOYERS LIABILITY shall be the Limit of Liability stated in the Policy Schedule in respect of any one claim against the INSURED or series of claims against the INSURED arising out of one occurrence including all costs and expenses

(a) *Compensation to an EMPLOYEE or DIRECTOR for bodily injury sustained when the EMPLOYEE or DIRECTOR is carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under Section 145(4A) or the Road Traffic Act 1988 or any subsequent legislation amending or replacing such Act*

(b) *liability arising out of any work undertaken and/or visit OFFSHORE*

## SECTION 3 LEGAL LIABILITY (continued)

The COMPANY will indemnify  
the INSURED against

*The COMPANY will not be liable for*

### 2 PUBLIC LIABILITY

All sums which the INSURED shall become legally liable to pay as damages and claimants costs and expenses arising out of accidental

- (a) INJURY to any person
- (b) physical loss of or physical damage to material property
- (c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water occurring in connection with the BUSINESS or PROFESSION during the Period of Insurance at the PREMISES or elsewhere in the world in the course of commercial or professional visits to undertake non-manual work in connection with BUSINESS or PROFESSION

- (a) *In respect of POLLUTION or CONTAMINATION including the cost of removing nullifying or cleaning up POLLUTING or CONTAMINATING or SEEPING SUBSTANCES or REMEDIATION unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance*

*Provided that*

- (i) *all POLLUTION or CONTAMINATION which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place*
- (ii) *the liability of the COMPANY for all damages and claimants costs and expenses payable in respect of all POLLUTION or CONTAMINATION which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Indemnity Limit stated in the Schedule*

*but in no event shall this Policy cover any liability in respect of POLLUTION or CONTAMINATION including the cost of removing nullifying or cleaning up POLLUTING or CONTAMINATING or SEEPING SUBSTANCES or REMEDIATION in the United States of America or Canada*

- (b) *liability for INJURY to any DIRECTOR PARTNER or EMPLOYEE where such INJURY arises out of an in the course of employment by the INSURED*

- (c) *loss of or damage to property in the custody or control of or owned by the INSURED DIRECTOR PARTNER or any EMPLOYEE other than a DIRECTOR PARTNER or EMPLOYEES personal property*

- (d) *liability arising out of the ownership possession or use by or on behalf of the INSURED of any mechanically propelled vehicle or craft including anything attached to such vehicle or craft but not mechanically propelled vehicles used in circumstances where no compulsory insurance is required by any road traffic legislation if indemnity is provided by any other policy*

- (e) *liability assumed by an agreement which would not have attached in the absence of such agreement*

## SECTION 3 LEGAL LIABILITY (continued)

The COMPANY will not be liable for

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- (f) *liability caused by or through or in connection with remedial professional or other advice or treatment given or administered by the INSURED or any person acting on behalf of the INSURED or any failure to give advice or treatment or any lack of professional skill*
- (g) *liability arising from errors in connection with the sale supply making up or prescribing or dispensing of any drug medicine medical cosmetic or toilet preparation or any preparation for the treatment of hair*
- (h) *liability arising from goods or products sold supplied serviced repaired stored warehoused or processed by or on behalf of the INSURED other than*
  - (i) *motor vehicles or office machinery surplus to the INSUREDS requirements*
  - (ii) *food or drink supplied as a service to visitors*
  - (iii) *defective proprietary branded goods except medicines sold as a service by members of the Medical or Veterinary Professions*
- (i) *any INJURY loss damage or liability caused by or arising from any goods known to be for use in or supply to the United States of America of Canada*
- (j) *the cost of recalling repairing reconditioning or replacing any defective or unsuitable goods sold supplied or repaired*
- (k) *the cost of fines penalties punitive exemplary and multiple damages*
- (l) *liability arising out of any work undertaken and/or visit OFFSHORE*
- (m) *liability arising out of mould or toxic mould*
- (n) *Liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the INSURED or not and whether occurring before during or after the Year 2000*
  - (i) *correctly to recognise any date as its true calendar date*

*or*

## SECTION 3 LEGAL LIABILITY (continued)

*The COMPANY will not be liable for*

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

*or*

- (c) otherwise to function correctly*

## SECTION 3 LEGAL LIABILITY (continued)

### LIMIT OF INDEMNITY

The Liability of the COMPANY for all damages payable in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity stated in the Schedule

Provided that the Liability of the COMPANY for all damages payable in respect of or arising out of goods sold supplied serviced repaired stored warehoused or processed shall not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance

## ADDITIONAL INSURANCES SECTION 3 LEGAL LIABILITY

This section also insures

*The COMPANY will not be liable for*

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### 1 CONTINGENT MOTOR LIABILITY

The COMPANY will indemnify the INSURED against legal liability arising out of the use for the purposes of the BUSINESS or PROFESSION of any motor vehicle not belonging to or provided by the INSURED

- (a) *damage to such motor vehicle or to property conveyed therein*
  - (b) *injury loss or damage arising while such vehicle is being driven by the INSURED*
  - (c) *legal liability where indemnity is provided under any other insurance or security*
  - (d) *any amount in excess of the Limit of Indemnity stated in the Schedule*
- 

### 2 CROSS LIABILITIES

(Applicable to Public Liability only)

If more than one person is named in the Schedule as the INSURED the COMPANY will indemnify each person as though a separate Policy had been issued to each person and the COMPANY agreed to waive all rights of subrogation against any such person

Provided that the total liability of the COMPANY in respect of any occurrence or series of occurrences attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Schedule

## ADDITIONAL INSURANCES SECTION 3 LEGAL LIABILITY (continued)

This section also insures

*The COMPANY will not be liable for*

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### 3 DEFECTIVE PREMISES ACT 1972

(Not operative if insurance under Section 1 is in force)

The COMPANY will indemnify the INSURED against liability for INJURY loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with premises previously owned for purposes pertaining to the BUSINESS or PROFESSION and since disposed of by the INSURED

(a) *INJURY loss or damage*

(i) *happening prior to the disposal of the premises*

(ii) *to the premises disposed of*

(iii) *if the INSURED is entitled to indemnity from any other source*

(b) *any amount in excess of the Limit of Indemnity stated in the Schedule*

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### 4 LEGAL COSTS AND EXPENSES

The COMPANY will be liable for all legal costs and expenses incurred with its written consent in defence of any claims which may be the subject of indemnity under this Section including

- (a) representation at any Coroners Inquest or Fatal Accident inquiry
  - (b) proceedings in any Court of Summary jurisdiction or on indictment in any higher court arising out of breach or alleged breach of statutory duty
-

## 5 COURT ATTENDANCE COMPENSATION

In the event of any of the undermentioned persons attending court as a witness at the request of the COMPANY in connection with a claim in respect of which the INSURED is entitled to indemnity under this Section

the COMPANY will provide compensation to the INSURED at the following rates per day of attendance

- (a) any DIRECTOR or PARTNER £250
- (b) any EMPLOYEE £150

## ADDITIONAL INSURANCES SECTION 3 LEGAL LIABILITY (continued)

This section also insures

*The COMPANY will not be liable for*

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### 6 HEALTH AND SAFETY AT WORK ETC ACT 1974 LEGAL DEFENCE COSTS

The COMPANY will be liable for all costs and expenses incurred with its written consent in respect of the defence of (a) *any fine or penalty*

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

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

- (i) the Health and Safety at Work etc.1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978

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

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7 CONSUMER PROTECTION ACT 1987 – LEGAL DEFENCE COSTS

The COMPANY will be liable for all legal costs and expenses incurred with its written consent in respect of the defence of (a) any fine or penalty

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

against prosecution or incurred in connection with an appeal against conviction under the provisions of Part II of the Consumer Protection Act 1987

Provided that the offence under this Act is alleged to have been committed during the Period of Insurance in connection with the BUSINESS or PROFESSION

## ADDITIONAL INSURANCES SECTION 3 LEGAL LIABILITY (continued)

This section also insures

*The COMPANY will not be liable for*

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8 DATA PROTECTION ACT 1998

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

Provided that

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

(a) *Liability arising from*

- (i) *the processing of sensitive data*
- (ii) *the processing of data for reward*
- (iii) *the determining of the financial status of a person*
- (iv) *a deliberate act or omission by the INSURED or any DIRECTOR PARTNER or EMPLOYEE from which liability could reasonably be expected by the INSURED having regard to the nature and circumstances of such act or omission*
- (v) *an agreement which would not have attached in the absence of such agreement*

(b) *any amount in excess of the Limit of Indemnity stated in the Schedule*

(c) *any costs of replacing reinstating rectifying destroying or erasing any data*

## ADDITIONAL INSURANCES SECTION 3 LEGAL LIABILITY (continued)

This section also insures

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### 9 EMPLOYEES UNSATISFIED DAMAGES

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

- (i) is obtained by such EMPLOYEE in any Court situate within the TERRITORIAL LIMITS against any person or corporate body other than the INSURED domiciled or operating from premises within such TERRITORIAL LIMITS and
- (ii) remains wholly or partly unsatisfied six months after the date of such judgement

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

Provided that

- (i) there is no appeal outstanding
- (ii) the EMPLOYEE will have assigned the judgement to the COMPANY

## SECTION 4 COMPUTERS

### THE INSURANCE

### EXCLUSIONS

*The COMPANY will not be liable for*

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The COMPANY will indemnify the INSURED as stated below if the Computer Equipment or any part thereof specified in the Schedule is lost damaged or destroyed from any cause whilst within the OFFICE or SURGERY

- (a) reduction in Gross Income consequent upon any loss damage or destruction insured by this Section*
  - (b) erasure or distortion of information on computer systems or other records programmes or software*
  - (c) any amount recoverable under a guarantee or maintenance agreement*
  - (d) loss damage or destruction*
    - (i) insured by Section 2 of this Policy*
    - (ii) specifically excluded elsewhere in this Policy other than by Exclusion (d) to Section 2 Contents*
    - (iii) when the OFFICE or SURGERY is UNOCCUPIED*
    - (iv) arising as a result of defects of design material maintenance or workmanship*
    - (v) by wear and tear deterioration depreciation rust climatic conditions lack of maintenance or gradually operating cause*
- 

### A COMPUTER EQUIPMENT

By repair or replacement of the Computer Equipment stated in the Schedule

- (a) the EXCESS of £100*
  - (b) the cost of reinstating information on computer systems or other records programmes or software*
  - (c) additional costs and expenses of working*
- 

### B ADDITIONAL COSTS OF WORKING

For the additional costs and expenses of working necessarily and reasonably incurred by the INSURED consequent upon loss damage or destruction to Computer Equipment including the clerical labour and computer time expended in reproducing computer system records for which the COMPANY has agreed liability up to the Sum Insured stated in the Schedule

## SPECIAL CONDITION SECTION 4 COMPUTERS

It is a condition precedent to the liability of the COMPANY that there shall be at all times during the currency of the Policy a valid agreement for the maintenance and repair of the Computer Equipment insured by this Section

## GENERAL EXCLUSIONS TO SECTION 4 COMPUTERS

*The COMPANY will not be liable for*

- (1) loss damage or destruction to Computer Equipment auxiliary equipment or computer media directly or indirectly occasioned by or arising from VIRUS OR SIMILAR MECHANISM or HACKING*
- (2) additional Costs of Working in consequence directly or indirectly of VIRUS OR SIMILAR MECHANISM or HACKING*
- (3) loss destruction or damage to the Computer Equipment auxiliary equipment or any computer media directly or indirectly caused by or consisting of or additional costs and expenses arising directly or indirectly from the failure of any computer or other equipment or system for recognising capturing saving retaining storing manipulating interpreting calculating or retrieving data whether the property of the INSURED or not and whether occurring before during or after the Year 2000*
  - (a) correctly to recognise any date as its true calendar date or*
  - (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of*
    - (i) treating any date otherwise than as its true calendar date or*
    - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date or*
  - (c) otherwise to function correctly*

## SECTION 5 BUSINESS INTERRUPTION

### THE INSURANCE

### EXCLUSIONS

If the BUSINESS or PROFESSION at the PREMISES is interrupted as a result of

*The COMPANY will not be liable*

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#### 1 BUILDINGS AND CONTENTS

loss damage or destruction

(a) to BUILDINGS or OUTBUILDINGS insured by Section 1

(b) to CONTENTS insured by Section 2

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#### 2 PREVENTION OF ACCESS

damage to property in the vicinity of the PREMISES by any loss insured under Section 2 CONTENTS which prevents or hinders the use of or access to the PREMISES

(a) *for any amount in excess of £25,000*

---

#### 3 DEFECTIVE SANITATION POISONING MURDER SUICIDE OR DISEASE

(a) closure or restriction of the PREMISES by order of a Public Authority consequent upon vermin pests defects in drains or defective sanitation at

(a) *for any amount in excess of £25,000*

(b) any occurrence of a NOTIFIABLE HUMAN DISEASE attributable to food or drink supplied from

(b) *for any costs incurred in the cleaning repair replacement recall or checking of property*

(c) murder or suicide occurring at

(c) *for any loss arising from those PREMISES that are not directly affected by the occurrence discovery or accident*

the PREMISES

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#### 4 FAILURE OF PUBLIC UTILITIES

accidental failure of the public supplies of electricity gas or water at the terminal point of the public supply undertakings feed to the PREMISES

(a) *for any amount in excess of £25,000*

(b) *where such failure is for a period less than seven hours where the supply authority exercises its right to restrict or withhold supply including but not limited to withdrawal of supply due to industrial action*

(c) *as a result of any fault in any part of the INSUREDS installation*

(d) *at the PREMISES*

---

#### 5 GLASS

breakage of glass insured by Section 2 CONTENTS

(a) *for any amount in excess of £25,000*

## SECTION 5 BUSINESS INTERRUPTION (continued)

If the BUSINESS or PROFESSION at the PREMISES  
is interrupted as a result of

*The COMPANY will not be liable*

---

### 6 UNDERGROUND SERVICES

damage to underground services insured by Section 2 (a) *for any amount in excess of £25,000*  
CONTENTS

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the COMPANY will indemnify the INSURED for

- (i) Loss of GROSS INCOME
- (ii) Additional Cost of Working

Provided that

- (a) if material property for which the INSURED is responsible is lost damaged or destroyed there is simultaneously in force an insurance covering the interest of the INSURED in such material property at the PREMISES under which the insurers have admitted liability for such loss damage or destruction which is not excluded by this Policy
- (b) the liability of the COMPANY during any one Period of Insurance will not exceed the Sum Insured stated in the Schedule

### PAYMENT OF CLAIMS

The amount payable as indemnity will be

- (a) in respect of Loss of GROSS INCOME the amount by which the GROSS INCOME during the INDEMNITY PERIOD will in consequence of the damage fall short of the STANDARD GROSS INCOME
- (b) in respect of Additional Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of GROSS INCOME which but for that expenditure would have taken place during the INDEMNITY PERIOD in consequence of the damage but not exceeding the Loss of GROSS INCOME hereby avoided

less any sum saved during the INDEMNITY PERIOD in respect of such of the charges and expenses of the BUSINESS or PROFESSION as may cease or be reduced in consequence of the damage

Provided that if the Sum Insured by this Section be less than the amount of the ANNUAL GROSS INCOME (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable will be proportionately reduced

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### BUSINESS INTERRUPTION SPECIAL DEFINITIONS

#### INDEMNITY PERIOD

The period beginning with the occurrence of the loss damage or destruction and ending not later than the Maximum Indemnity Period thereafter stated in the Schedule during which the BUSINESS or PROFESSION is affected as a result thereof

## SECTION 5 BUSINESS INTERRUPTION (continued)

### GROSS INCOME

The receipts of the BUSINESS or PROFESSION from all sources less the cost of goods or materials relative thereto

ANNUAL GROSS INCOME	)	To which such adjustments will be made as may be necessary to
	)	provide for the trend of the BUSINESS or PROFESSION before
The GROSS INCOME during the twelve months	)	or after the loss damage or destruction which would have
immediately before the date of the loss damage or	)	affected the BUSINESS or PROFESSION had the loss damage or
destruction	)	destruction not occurred so that the figure thus adjusted
	)	represents as nearly as may be reasonable practical the results
STANDARD GROSS INCOME	)	which but for the loss damage or destruction would have been
	)	obtained during the relative period after the loss damage or
The GROSS INCOME during that period in the twelve	)	destruction
months immediately before the date of the loss damage	)	
or destruction which corresponds with the INDEMNITY	)	
PERIOD	)	

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## BUSINESS INTERRUPTION SPECIAL EXTENSION

### LOSS OF ACCOUNTS RECEIVABLE

The COMPANY will indemnify the INSURED in the event of ACCOUNTS RECEIVABLE being lost damaged or destroyed from any cause not specifically excluded under Section 2 CONTENTS up to the Sum Insured stated in the Schedule

*The COMPANY will not be liable for*

- (i) bad debts*
- (ii) errors and omissions*
- (iii) alteration or concealment*
- (iv) unexplained disappearance*
- (v) failure of electric electronic or mechanical accounting systems or storage media*
- (vi) failure to keep business books and records in Standard Metal Cabinets Fire Resisting Cabinets or Safes when the records of ACCOUNTS RECEIVABLE are not in use*
- (vii) any amount in excess of the Sum Insured stated in the Schedule*

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### MEMORANDA

#### NEW BUSINESS

For the purpose of any claim arising from loss damage or destruction occurring before the completion of the first years trading of the BUSINESS or PROFESSION at the PREMISES such loss will be ascertained by applying the GROSS INCOME earned during the period between the commencement of the BUSINESS or PROFESSION at the PREMISES and the date of the event to the amount by which the GROSS INCOME during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the GROSS INCOME realised during the period between the commencement of the BUSINESS or PROFESSION and the date of such event

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## SECTION 5 BUSINESS INTERRUPTION (continued)

### ALTERNATIVE TRADING

If during the INDEMNITY PERIOD the BUSINESS or PROFESSION is conducted elsewhere than at the PREMISES the GROSS INCOME for such BUSINESS or PROFESSION will be brought into account in arriving at the GROSS INCOME during the INDEMNITY PERIOD

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### PROFESSIONAL ACCOUNTANTS / AUDITORS CHARGES

The COMPANY will pay to the INSURED under this Section the reasonable charges payable by the INSURED to their professional accountants/auditors for certifying any particulars or details or any other proofs information or evidence as may be required by the COMPANY under the terms of this Section and reporting that such particulars or details are in accordance with the INSUREDS books of account or other BUSINESS or PROFESSION books or documents provided that the sum of the amount payable for such reasonable charges and the amount otherwise payable under this Section will not exceed the Sum Insured stated in the Schedule

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### ALTERATION

This Section will be cancelled and of no effect if

- (a) the BUSINESS or PROFESSION is wound up or carried on by a liquidator or receiver or permanently discontinued
  - (b) the INSUREDS interest ceases otherwise than by death
- 

## GENERAL EXCLUSIONS SECTION 5 BUSINESS INTERRUPTION

The COMPANY will not be liable for loss damage or destruction to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the INSURED or not but this shall not exclude loss which arises from a DEFINED PERIL other than

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

## SECTION 6 PERSONAL ACCIDENT

### THE INSURANCE

### EXCLUSIONS

If an Insured Person suffers accidental bodily injury (including exposure to the elements) during the Period of Insurance which independently of any other cause within twenty four months results in death or disablement the COMPANY will pay to the INSURED the Benefits shown below

### BENEFITS

Item	One Unit of Benefit
1 Death	£5,000
2 Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£5,000
3 Total and irrecoverable loss of all sight in one or both eyes	£5,000
4 Permanent Total disablement (other than through loss of limbs or sight) from any gainful occupation	£5,000
5 Total uninterrupted disablement from engaging in usual occupation for a maximum of 104 weeks at a rate per week of	£50

*Benefit is not payable under this Section*

(a) *where the Insured Person is under 16 years or is over 70 years of age*

(b) *as a result of*

*Alcoholism or drug addiction*

*Flying other than as a passenger in a fully licensed passenger carrying aircraft*

*Football other than amateur Association Football*

*Hand Gliding*

*Intentional self injury*

*Motor Cycling*

*Mountaineering or climbing*

*Parachuting or Parascending*

*Pot Holing*

*Racing other than on foot*

*Sub Aqua diving*

*Use of power driven woodworking machinery*

*Water Skiing*

*Winter Sports*

(c) *in respect of any physical defect or infirmity existing at the time of injury drugs or intoxication*

(d) *for more than one of Items 1 to 4 of the Benefits in respect of the same injury*

The COMPANY will also pay medical expenses incurred as a result of a claim in respect of Items 1 - 5 above up to an amount not exceeding £500

### SPECIAL NOTE

Sickness illness and disease are not insured unless arising as a direct result of accidental bodily injury to an Insured Person

# GENERAL EXCLUSIONS applying to all insured sections

The COMPANY will not be liable for any claim in respect of

## 1 NUCLEAR RISKS

- (a) *loss damage or destruction to any material 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 radiation or contamination by radioactivity from any nuclear fuel or from nuclear waster from the combustion of nuclear fuel*
  - (ii) *the radioactive toxic explosive or other hazardous properties of any explosive nuclear component thereof*

*The Exclusion is not applicable to SECTION 3.1 Employers Liability*

## 2 WAR RISKS

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

## 3 PRESSURE WAVES

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

## 4 NORTHERN IRELAND

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

## 5 EXCLUDED PROPERTY AND CONTINGENCIES

*property or contingencies more specifically insured by any other Policy*

## 6 FRAUD

- (a) *loss damage or destruction by fraud forgery or deception*
- (b) *theft or any attempt thereat in which any EMPLOYEE DIRECTOR PARTNER or any member of the INSUREDS family is concerned as principal or accessory*

## GENERAL EXCLUSIONS applying to all insured sections (continued)

### 7 POLLUTION OR CONTAMINATION

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

*Fire lightning explosion aircraft or other aerial devised or articles dropped from them riot civil commotion strikers persons taking part in labour disturbances malicious persons theft earthquake subterranean dire storm flood escape of water from a fixed water drainage or heating installation sprinkler leakage impact by an animal or vehicle or any article dropped from a vehicle*

*This exclusion does not apply to SECTION 3 LEGAL LIABILITY*

### 8 CHANGE IN WATER TABLE LEVEL

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

### 9 TERRORISM

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

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

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

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

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

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

### 10 DATE RECOGNITION/DISCONTINUITY

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

- (a) correctly to recognise any date as its true calendar date or*
- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of*

## GENERAL EXCLUSIONS applying to all insured sections (continued)

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

*or*

- (c) otherwise to function correctly*

*but should such loss damage or destruction or consequential loss result in additional loss damage or destruction or consequential loss (which is not otherwise excluded) caused by a DEFINED PERIL other than theft in respect of Additional Insurances 5 Money to Section 2 Contents where insured by this Policy and which is not otherwise excluded then this exclusion shall not apply to such additional loss damage or destruction or consequential loss*

*This General Exclusion does not apply to*

- (i) Ownership Liability of Section 1 Buildings or*
- (ii) Section 3 Legal Liability or*
- (iii) Section 4 Computers or*
- (iv) Section 6 Personal Accident*

*where insured by this Policy*

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

### **11 ASBESTOS**

*any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos*

*This Exclusion shall not apply in respect of such removal or disposal provided that*

- (i) such activity does not form part of the INSUREDS usual BUSINESS or PROFESSION or contract and*
- (ii) the discovery of asbestos by the INSURED is unintentional and accidental and*
- (iii) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*
- (iv) an HSE licensed asbestos removal contractor is employed if legally required*
  - (a) to make safe the area in which the discovery is made as soon as is practicable*
  - (b) who has Employers' Liability and Public Liability insurances in force*
    - (i) that provide Limits of Indemnity no less than those stated in the Schedule and*
    - (ii) that do not exclude the work to be carried out*

# GENERAL CONDITIONS applying to all insured sections

Conditions 1 to 8 inclusive are conditions precedent to the liability of the COMPANY under this Policy

## 1. OBSERVANCE OF POLICY TERMS

The due observance and fulfilment of the terms conditions and endorsements of this Policy by the INSURED is so far as they relate to anything to be done or complied with by the INSURED and the trust of the answers and statements in the PROPOSAL and declaration made by the INSURED will be conditions precedent to any liability of the COMPANY

## 2. REASONABLE PRECAUTIONS

The INSURED will

- (a) take all reasonable precautions to select and supervise staff
- (b) take all reasonable precautions to prevent accidents injury loss or damage
- (c) maintain the PREMISES plant machinery and fire extinguishing appliances in sound condition

## 3. SECURITY

The following protective devices must be installed at the PREMISES and shall be maintained in full and effective working order and put into actual operation out of BUSINESS HOURS unless agreed otherwise in writing by the COMPANY

The final exit door must be secured by a 5 lever mortise deadlock and a 7 inch box striking plate

Other external doors must be secured by either a 5 lever mortise deadlock and 7 inch box striking plate or key operated bolts fitted top and bottom and used in addition to any existing protections

Opening windows on the ground floor and other accessible windows must be secured by key operated window locks

Louvres in windows on the ground floor and in other accessible windows must be permanently fixed in place

## 4. INTRUDER ALARMS

This Condition applies to SECTION 1 BUILDINGS SECTION 2 CONTENTS SECTION 4 COMPUTERS and SECTION 5 BUSINESS INTERRUPTION only

The words defined below will have the same meaning whenever they appear in Capital Letters in this Condition

### SYSTEM

The component parts of the Intruder Alarm System including the means of communication used to transmit signals

### ALARMED PREMISES

The PREMISES or those portions of the PREMISES protected by the SYSTEM

### RESPONSIBLE PERSON

The INSURED or any person authorised by the INSURED to be responsible for the security of the PREMISES  
Any Third Party shall not be deemed to be a RESPONSIBLE PERSON unless agreed by the COMPANY in writing

# GENERAL CONDITIONS applying to all insured sections (continued)

## KEYHOLDER

The INSURED or any person or keyholding company authorised by the INSURED who is available at all time to accept notification of faults or alarm signals relating to the SYSTEM attend and allow access to the PREMISES

## CONFIRMED ALARM ACTIVATION

An alarm signal emanating from two or more independent sensors and/or detectors and/or processors

This shall include loss of both means of communication used to transmit signals or loss of one means of communication used to transmit signals and an alarm signal emanating from one sensor or detector or processor

Confirmation can also be achieved by human intelligence at an Alarm Receiving Centre interpreting visual images or audio signals transmitted from the PREMISES and making a decision that there is a high probability that intrusion or attempted intrusion has occurred

## UNCONFIRMED ALARM ACTIVATION

An alarm signal emanating from sensor(s) and/or detector(s) and/or processor(s) and/or means of communication used to transmit signals other than as described in CONFIRMED ALARM ACTIVATION above

## PERIMETER DETECTION DEVICE

An intruder detection device designed to detect intrusion to the BUILDINGS by any person(s) through the external fabric of the BUILDINGS

## INTERNAL DETECTION DEVICE

An intruder detection device designed to detect intrusion to the BUILDINGS by unauthorised persons within the BUILDINGS

## TAMPER SIGNAL

An alarm signal arising from the attempted disconnection of or tampering with control panel or audible warning equipment at the PREMISES

It is a condition precedent to the liability of the COMPANY that in respect of any SYSTEM at the PREMISES

- (1) the SYSTEM is installed as agreed by the COMPANY
- (2) the SYSTEM shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company as agreed in writing by the COMPANY
- (3) no alteration to or substitution of
  - (i) any part of the SYSTEM
  - (ii) the procedures agreed by the INSURED and the COMPANY for Police or any other response to any activation of the SYSTEM
  - (iii) the maintenance contractshall be made without the written agreement of the COMPANY
- (4) the ALARMED PREMISES shall not be left without at least one RESPONSIBLE PERSON therein without the agreement of the COMPANY

## GENERAL CONDITIONS applying to all insured sections (continued)

- (i) unless the SYSTEM is set in its entirety with the means of communication used to transmit signals in full operation except as provided in the table in paragraph (9) below
  - (ii) if the Policy Authority have withdrawn their response to alarm calls
- (5) all keys to the SYSTEM are removed from the PREMISES when the PREMISES are left unattended
  - (6) the INSURED maintains secrecy of codes for the operation of the SYSTEM and no details are left on the PREMISES
  - (7) the INSURED shall appoint at least two KEYHOLDERS and lodge written details (which must be kept up to date) with the alarm company and the Police Authority
  - (8) in the event of notification of any activation of the SYSTEM or interruption in the means of communication during any period that the SYSTEM is set a KEYHOLDER shall attend the PREMISES within twenty minutes of being notified of any such activation or interruption and shall not leave the PREMISES without at least one RESPONSIBLE PERSON remaining therein until the provisions of paragraph (4) above have been complied with unless specifically agreed in writing by the COMPANYY

This paragraph shall not apply where the appropriate response to alarm activation is made in accordance with paragraph (9) below

- (9) where the Police only respond to confirmed alarm activation(s) under the ACPO Security System Policy the appropriate 'Keyholder Response' is made by a KEYHOLDER in respect of any 'Incident' in accordance with the table below upon notification of any fault or alarm signal

This paragraph shall not apply where the appropriate response to alarm activation is made in accordance with paragraph (8) above

# GENERAL CONDITIONS applying to all insured sections (continued)

INCIDENT – WHILST SYSTEM IS SET IN ITS ENTIRETY WITH THE MEANS OF COMMUNICATION TO TRANSIT SIGNALS IN FULL OPERATION	KEYHOLDER RESPONSE
CONFIRMED ALARM ACTIVATION	KEYHOLDER to attend and remain until the BUILDINGS are secure and the SYSTEM is re-set in its entirety with the means of communications to transmit signals in full operation
UNCONFIRMED ALARM ACTIVATION from a PERIMETER DETECTION DEVICE	KEYHOLDER to attend and remain until the BUILDINGS are secure and the SYSTEM is re-set in its entirety with the means of communication to transmit signals in full operation
UNCONFIRMED ALARM ACTIVATION from an INTERNAL DETECTION DEVICE where the SYSTEM has since been re-set in its entirety with the means of communication to transmit signals in full operation	Attendance at KEYHOLDERS option
UNCONFIRMED ALARM ACTIVATION from an INTERNAL DETECTION DEVICE where the SYSTEM is unable to be re-set in its entirety	KEYHOLDER to attend and remain until the BUILDINGS are secure and the SYSTEM is re-set in its entirety with the means of communication to transmit signals in full operation
Loss of the sole means of communication to transmit signals without detector activation	KEYHOLDER to attend and remain until the means of communication to transmit signals is in full operation
Loss of one of two means of communication to transmit signals without detector activation	KEYHOLDER to instigate remedial action Attendance at KEYHOLDERS option
Single TAMPER SIGNAL	KEYHOLDER to attend and remain until the SYSTEM is set in its entirety with the means of communication to transmit signals in full operation
INCIDENT – WHILST INTRUDER ALARM SYSTEM IS NOT SET IN ITS ENTIRETY	KEYHOLDER RESPONSE
Loss of the sole means of communication to transit signals	KEYHOLDER to remain until the SYSTEM is set in its entirety with the means of communication to transit signals in full operation

## GENERAL CONDITIONS applying to all insured sections (continued)

Loss of one of two means of communication to transit signals	KEYHOLDER to remain until the means of communication to transmit signals is in full operation
Single TAMPER SIGNAL	KEYHOLDER to remain until the SYSTEM is set in its entirety with the means of communication to transmit signals in full operation

(10) in the event of the INSURED receiving any notification from

- (i) the Police Authority that Police attendance in response to alarm signals or calls from the SYSTEM may be withdrawn or the level of response reduced
- (ii) a Local Authority or Magistrate imposing any requirement for abatement of a nuisance
- (iii) the installing company or other such company as agreed by the COMPANYY that the SYSTEM cannot be returned to or maintained in full working order (except as provided for in paragraphs (8) and (9) above

the INSURED shall advise the COMPANYY as soon as possible and in any event not later than 10am on the COMPANYYS next working day and comply with any subsequent requirements stipulated by the COMPANYY

### 5 PAYMENT OF PREMIUM and RELEVANT TAXES

- (a) The Premium under this Policy is deemed to be the total gross Premium paid by the INSURED
- (b) It is a condition precedent to the COMPANYYS liability under this Policy that the Premium and any relevant taxes are paid when due otherwise all benefit under this Policy will be forfeited and the Policy will be cancelled from the date when the Premium was due
- (c) In the event that the Premium for this Policy is paid through the COMPANYYS credit scheme
  - (i) it is a condition precedent to the COMPANYYS liability that each credit payment is made on the due date as required by the repayment schedule of the credit scheme and in the event of a default through non-compliance with the Terms and Conditions of the Credit Scheme then the Policy will be cancelled from the date of the first default
  - (ii) in the event of a default in the repayment schedule occurring through the circumstances other than a breach of the Terms and conditions of the Credit Scheme then the Policy will be suspended for 21 days in order for the default to be remedied if the default remains unremedied within that time the Policy will be cancelled at the end of that 21 day period

### 6 ALTERATION OF RISK

The COMPANYY will not be liable for any loss damage destruction or liability following

- (a) alteration of the PREMISES or occupation thereof or to the BUSINESS or PROFESSION whereby the risk of loss damage destruction or liability is increased
- (b) cessation of the INSUREDS interest except by will or operation of law unless such alteration is agreed in writing by the COMPANYY

# GENERAL CONDITIONS applying to all insured sections (continued)

## 7 CLAIMS - INSUREDS ACTION

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

- (a) immediately notify the COMPANY
- (b) immediately notify the Police of any loss of MONEY or loss damage or destruction by theft or malicious persons
- (c) do and permit to be done all things reasonably practicable to minimise the loss or damage
- (d) send to the COMPANY immediately upon receipt and unacknowledged every letter claim writ summons or process relating to a claim

## 8 CLAIMS - CO-OPERATION

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

## 9 CLAIMS - COMPANYS RIGHTS

The COMPANY having been advised of a claim under this Policy will be entitled to

- (a) enter the premises where a loss has occurred without incurring any liability and without diminishing the right of the COMPANY to rely on the Conditions of this Policy and may take and keep possession of any of the property insured for all reasonable purposes and deal with the salvage in any reasonable manner
- (b) undertake in the name of the INSURED defence control or settlement of any claim and for its own benefit take proceedings in the INSUREDS name to mitigate the loss
- (c) indemnify the INSURED by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof  
The COMPANY will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonable sufficient manner and will not in any case expend in respect of any one item more than the Sum Insured thereon

## 10 PAYMENT OF CLAIMS

In the event of a claim being made under this Policy the Premium for which is paid through the COMPANYS credit scheme the COMPANY may avail itself of the Terms and Conditions of the credit scheme and deduct any sum outstanding from the INSURED to the COMPANY in respect of the credit facility from any settlement due to the INSURED of a claim made under this Policy

## 11 ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force

Where any difference is by this condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against the COMPANY

# GENERAL CONDITIONS applying to all insured sections (continued)

## 12 LAW GOVERNING THE POLICY

Where the INSURED is a sole trader the INSURED has the right to choose the law which shall apply to this contract however the law of England shall apply unless otherwise agreed in writing by the COMPANY

Otherwise any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English law and the INSURED will submit any such dispute or difference to the exclusive jurisdiction of the English Courts

## 13 OTHER INSURANCES

If at the time of any loss damage destruction or INJURY there is any other insurance covering the same contingency the COMPANY will not be liable for more than its appropriate proportion thereof

## 14 VOIDANCE

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

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

## 15 CANCELLATION

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

The INSURED may cancel this Policy at any time by giving the COMPANY written notice and in such event the COMPANY will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to

- 1 no claims having been made and no incidents having arisen that could result in a claim under this Policy
- 2 a minimum premium of £25 plus Insurance Premium Tax being retained by the COMPANY

Date of notification of Cancellation	Percentage of the current Premium plus tax returned
Within 1 month of commencement of the Period of Insurance	80%
Within 2 months of commencement of the Period of Insurance	70%
Within 3 months of commencement of the Period of Insurance	60%
Within 4 months of commencement of the Period of Insurance	50%
Within 5 months of commencement of the Period of Insurance	40%
Within 6 months of commencement of the Period of Insurance	30%
Within 7 months of commencement of the Period of Insurance	20%
Within 8 months of commencement of the Period of Insurance	10%
After 8 or more months of commencement of the Period of Insurance	0%

# GENERAL CONDITIONS applying to all insured sections (continued)

## 16 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- (a) This Policy is a contract solely between the COMPANY (which term in this Condition shall include Underwriter or Insurer) and the INSURED (which term in this Condition shall include ASSURED) or INSURED specifically named in the Policy Schedule. It is not intended to confer any contractual rights on any other person (which terms this Condition shall include the plural bodies corporate and unincorporated associations) unless the COMPANY has agreed thereto in writing.

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

- (b) Where the COMPANY has granted rights to a person other than the INSURED named in the Policy Schedule or where the COMPANY has granted to the INSURED named in the Schedule the power to designate any other person as being entitled to contractual rights under this Policy such contractual rights shall be subject to the following additional conditions each of which shall be a condition precedent to the liability of the COMPANY to grant any indemnity or make any payment to that person under this Policy:

(i) At the time when such contractual rights were granted to such person the Policy shall have been in full force and no circumstances shall have occurred which whether known or unknown to the COMPANY would entitle the COMPANY to rescind, cancel or avoid the Policy.

(ii) The INSURED named in the Schedule shall not be or have been in breach of any term or condition of the Policy.

(iii) The INSURED named in the Schedule shall have complied fully with any procedures which may be from time to time issued by the COMPANY for the recording and notification of particulars of persons granted such contractual rights under the Policy.

(iv) Up to and at the time of the occurrence of any event which is the subject of any claim under this Policy the person claiming contractual rights under this Policy shall have observed fully all terms and conditions of this Policy in so far as they shall be reasonably capable of being applied to such person and thereafter shall comply with all terms of the Policy relating to the management of claims as if they were named as the Insured in the Policy Schedule.

- (c) Any right of the COMPANY to rescind, cancel or vary this Policy shall not be subject to or diminished by the rights of any person who is granted contractual rights under the Policy.

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

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

- (d) The maximum limit placed on any benefit sum insured or indemnity payable under this Policy shall not be increased by the number of persons entitled to exercise contractual rights under the Policy and the COMPANY'S liability shall not hereby be increased above the amount that would have been payable if the INSURED first named in the Policy Schedule was the only person entitled to contractual rights under the Policy.

- (e) The receipt of any person appearing to be entitled to claim under the Policy shall be effective as a receipt on behalf of all such persons who may be entitled to claim under the Policy.

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

- (f) All other terms and exclusions of the Policy shall remain in full force and effect.

# GENERAL CONDITIONS applying to all insured sections (continued)

## 17 RISK IMPROVEMENT REQUIREMENTS

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

## 18 NO CLAIMS DISCOUNT

The first and renewal premiums for this Policy include a discount in accordance with the following scale provided no claims have been or will be made for losses occurring in the undernoted periods of insurance

Period of Insurance	Discount
Preceding year	10%
Preceding 2 years	17½%
Preceding 3 years	25%

Should the COMPANY consent to a transfer of interest in this Policy any benefit accrued under this General Condition prior to the transfer of interest shall not be transferable

In the event of one or more losses occurring in any period of insurance for which indemnity is payable under this Policy no discount will apply to the next renewal premium

In the event of a claim not being taken into account in determining such discount due to:-

- 1 a delay in reporting the loss destruction damage death injury or disease
  - 2 the loss occurring towards the end of the period of insurance for which the discount was allowed
- and the discounted premium having been accepted by the INSURED an additional premium equal to the amount of the discount will be payable by the INSURED

## 19 COOLING OFF PERIOD

If the INSURED decides not to proceed with this insurance within fourteen days of receipt of the Policy documents the COMPANY will refund any premium and tax the INSURED has paid subject to

- 1 the INSURED notifying the broker or organisation that sold the Policy and returning the original Policy schedule and certificates to them within fourteen days of receipt
- 2 no claims having been made and no incidents having arisen that could result in a claim under the policy

A GROUPAMA  
COMPANY



**Groupama**

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