



# Business Combined Policy

---



## CONTENTS

Welcome to Argus	3
Our service to you, complaints procedure and our promise of service	4
Data protection and how we process data	4
Definitions	5
SECTION 1 - Property Damage	8
SECTION 2 - Money	24
SECTION 3 - Employers' Liability	29
SECTION 4 - Public and Products Liability	34
SECTION 5 - (A) Business Interruption	44
SECTION 5 - (B) Increased Cost of Working	59
SECTION 5 - (C) Book Debts	67
SECTION 6 - Glass	70
SECTION 7 - All Risks	71
SECTION 8 - Deterioration of Stock	74
SECTION 9 - Goods in Transit	78
SECTION 10 - Personal accident	82
SECTION 11 - Mobile Plant	92
SECTION 12 - Infidelity of Employees	94
SECTION 13 - Motor Traders Internal Risk	100
SECTION 14 - Computers	103
SECTION 15 - Machinery Breakdown	114
SECTION 16 - Terrorism	124
Policy Conditions	128
Policy Exclusions	137

We welcome you as a Policyholder of Argus Insurance Company (Europe) Limited a locally incorporated Company associated with the Argus Insurance Group offering you an extensive insurance service.

Please read this Policy together with your Schedule. These set out the cover you have chosen, with any limits that apply. If you are not satisfied with the details or the policy does not cover your needs, please return the Schedule to your insurance adviser or your usual Argus Insurance point of contact.

### **THE CONTRACT OF INSURANCE**

This policy is a contract between you and Argus Insurance Company (Europe) Limited and is based on the information you gave us when you applied for this insurance.

In return for your premium, we will provide the cover shown in the Schedule during the period of insurance.

### **THE LEGAL DEFINITION**

In return for payment by you, we will provide insurance in accordance with the policy cover shown in the policy schedule in respect of accident, injury, loss or damage occurring within the territorial limits during the period of insurance.

### **LAW APPLICABLE TO CONTRACT**

You and the insurer are free to choose the law to this contract but in the absence of agreement to the contrary, the law of the country in which you reside at the date of the contract (or, in case of a business, the law of the country in which the registered office or principal place of business is situated) will apply. If you are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in Gibraltar, the law which will apply is the law of Gibraltar.

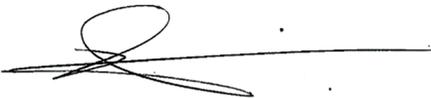
### **USE OF LANGUAGE**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### **CHANGES WE NEED TO KNOW ABOUT**

Please tell your insurance adviser immediately if there are any changes which may affect this insurance. Any change in circumstances may result in revised terms and conditions of this policy from the date of the change. If you do not tell us about any change, it may affect any claim you make.

Signed on behalf of the Insurer



**Alex Bonavia - Managing Director P & C**  
Argus Insurance Company (Europe) Limited

## OUR SERVICE TO YOU, COMPLAINTS PROCEDURE AND OUR PROMISE OF SERVICE

We are committed to delivering a first class quality service to all our customers, we do however realise that occasionally things can go wrong. We take any complaint seriously and aim to resolve any problems as soon as possible.

To ensure that we provide the kind of service you expect, we always welcome your feedback to make sure that we continually improve our service to you.

What will happen if you make a complaint?

- We will acknowledge your complaint within 5 working days of receiving it.
- We will aim to resolve complaints, following assessment and investigation as soon as possible.

Most concerns can be resolved quickly, but sometimes we will need to go into more detail. If this looks likely we will keep you updated about the situation and let you know when you can expect to hear from us.

If you are unhappy with any aspect of the handling of your insurance, your first point of contact should be your insurance advisor or your usual Argus Insurance point of contact. You can write to us or telephone us, whatever suits you best, and ask your contact to review your problem.

If you are unhappy with the decision you receive from us, you should write to, The General Manager, Argus Insurance Company (Europe) Limited, PO Box 45, Unit G.04 West One, Europort Road , Gibraltar.

If you are dissatisfied with our final decision, you can refer the matter to the Department of Consumer Affairs, 10 Governor' s Lane, Gibraltar.

## DATA PROTECTION AND HOW WE PROCESS DATA

Processing of personal data is regulated by the General Data Protection Regulation EU 2016/679 together with other laws which relate to privacy and electronic communications. In this clause, we refer to these laws as " Data Protection Law" .

During the course of our engagement with you, it will be necessary for you to disclose certain personal data to us in order that we may provide our services to you and to enable us to discharge the services agreed, to comply with related legal and regulatory obligations and for other related purposes including updating and enhancing client records and analysis for management purposes. This will require us to obtain, use, disclose and otherwise process personal data about you and, if applicable, your organisation, its shareholders, members and/or officers and employees.

For clarity, Data Protection Law contemplates various grounds which may render processing of personal data lawful, including where it is necessary for a contract, mandated by law, if it is in our or your legitimate interest (and does not override your privacy), and/or if you give us your consent. Our Privacy Notice (which can also be accessed at [www.argus.gi](http://www.argus.gi)) or provided to you in hard copy upon request, explains how we process personal data. In providing our services we act as an independent data controller and are, therefore, responsible for complying with Data Protection Law in respect of any personal data we process. You are responsible for complying with Data Protection Law in respect of the personal data you process and, accordingly, where you disclose personal data to us you confirm and warrant that such disclosure is fair and lawful, that where applicable and necessary you have obtained lawful consent from others for you to pass on their personal data to us, to the Argus Group and third-parties to whom we disclose personal data (and for the Argus Group and said third-parties to share the personal data with us), and otherwise it does not contravene Data Protection Law. Nothing within this document relieves you of your own direct responsibilities and liabilities under Data Protection Law. Terms used in this clause bear the same meanings as are ascribed to them in Data Protection Law. This clause does not apply to the extent that we act as a data processor for you, in which case specific data protection instructions are to be signed between us.

## DEFINITIONS

The following definitions apply to this Policy (unless amended by Section Definitions) in addition to the Conditions contained in each section of the Policy.

### BUILDING(S)

Buildings belonging to the Insured or for which they are responsible at the Premises being, unless more specifically described, built mainly of brick, stone, concrete or other non-combustible materials, including

- tenants' improvements, landlord' s fixtures and fittings, walls, gates and fences
- and in so far as they are not otherwise insured and for which the Insured is responsible
- fixed glass and sanitaryware
- small outside buildings, annexes, gangways, conveniences and other small structures
- extensions communicating with the buildings
- roads, car parks, yards, paved areas, pavements and footpaths
- security cameras and lights
- fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control equipment and accessories and extending to the public mains

### BUSINESS

Business description stated in the Schedule

### CONTENTS

Machinery, plant and all other contents belonging to the Insured or held by the Insured in trust and for which the Insured are responsible (other than landlord' s fixtures and fittings, Stock and other Property specifically described in the Schedule) whilst in or on the Buildings, including

- alterations and decorations
- fixed glass and sanitaryware
- contents in the open yards
- deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
- patterns, models, moulds, plans or designs and in so far as they are not otherwise insured
- employees' , directors' and visitors' personal effects of every description (other than motor vehicles), for an amount not exceeding £1,000 for anyone person

### DAMAGE/DAMAGED

Physical loss or destruction of or damage

### EXCESS

First part of each and every claim, for which the Insured is responsible, specified in the Schedule

### INSURED

Insured name and shown in the schedule

## **INSURER**

Argus Insurance Company (Europe) Limited

## **MONEY**

Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps, Holiday with Pay stamps, National Savings stamps, National Savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the Insured or for which the Insured are responsible.

## **PERIOD OF INSURANCE**

Period from the effective date to the renewal date as shown in the Schedule

## **POLICY**

Document as described in the introduction

## **PREMISES**

Address as stated in the schedule

## **PROPERTY / PROPERTY INSURED**

Buildings, Contents, Stock and other items shown and/or described in the Schedule

The Insurer agrees to accept the heading under which any Property or other item has been entered in the books of the Insured

## **SCHEDULE**

Part of this Policy that details information forming the basis of this contract and that shows the Sections of this Policy operative

## **SECTION / SECTIONS**

Parts of this Policy that detail the insurance cover provided by this Policy

## **STOCK**

All stock and materials in trade belonging to the Insured or held by the Insured in trust and for which the Insured are responsible, whilst in the Buildings





**SUM INSURED**

Maximum amount the Insurer will pay for each item insured under any Section

**TOTAL SUM INSURED**

Total amount payable by the Insurer under any Section

**UNOCCUPIED**

Any Building or part of any Building which is empty or not in use by the Insured or any tenant of the Insured for more than thirty (30) consecutive days

## SECTION 1 - PROPERTY DAMAGE

The following definitions apply to this Section in addition to the Policy Definitions.

### DEFINITIONS

#### PREMISES

The Buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Schedule, occupied solely by the Insured for the purpose of the Business.

#### COVER

The Insurer will pay the Insured for Damage to Property Insured at the Premises caused by any of the Events operative under this Policy and not otherwise excluded occurring during the Period of Insurance.

#### EVENTS

1. **Fire**, excluding damage caused
  - a. by explosion resulting from fire
  - b. by earthquake or subterranean fire
  - c. by its own spontaneous fermentation or heating, or its undergoing any heating process or any process involving the application of heat
  - d. to any particular piece of electrical apparatus or fitting which has caused a fire due to self ignition, over running, excessive pressure, short circuiting, self heating or leakage of electricity

#### Lightning

#### Explosion

- a. of boilers
- b. of gas

used for domestic purposes only, but excluding any Damage caused by earthquake or subterranean fire.

#### 2. **Explosion, excluding Damage**

- a. caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only
- b. in respect of and originating in any vessel, machinery or apparatus or its contents, belonging to the Insured or under the control of the Insured, which requires to be examined to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing the required inspection service.

- 3. Aircraft** or other aerial devices or articles dropped from them.
- 4. Riot, Civil Commotion, Strikers, Locked Out Workers, Persons Taking Part in Labour Disturbances or Malicious Persons** excluding
- a. Damage arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - b. Damage arising from cessation of work
  - c. Damage
    - i by theft or attempted theft i
    - ii in respect of any building which is Unoccupied

directly caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Damage caused by fire or explosion

**5. Earthquake.**

**6. Subterranean Fire.**

**7. Storm, Tempest or Flood, excluding**

- a. Damage attributable solely to change in the water table level
- b. Damage by frost, subsidence, ground heave or landslip
- c. Damage in respect of fences, gates or moveable property in the open
- d. Damage to open-fronted or open-sided Buildings or to Property contained therein.

**8. Escape of Water from any Tank, Apparatus or Pipe,** excluding

- a. Damage by water discharged or leaking from any automatic sprinkler installation
- b. Damage in respect of any Building which is Unoccupied

**9. Impact** by any road vehicle or animal

**10. Sprinkler Leakage**

Accidental escape of water from any automatic sprinkler installation in the Premises not caused by

- a. freezing whilst the Building in so far as it is in the Insured' s ownership or tenancy is Unoccupied
- b. explosion, earthquake, subterranean fire or heat caused by fire



## 11. Theft or Attempted Theft

involving forcible and violent entry to or exit from the Buildings or hold-up by violence or threat of violence to the Insured or any partner, director, employee of the Insured or members of their families or any other person who has a legal right to be on the Premises excluding Damage

- a. expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
- b. Money, deeds, securities, jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books unless such property is specifically described in the Schedule
- c. to Property in the open or in open sided or fronted buildings or in buildings not on permanent foundations unless such buildings are specifically described in the Schedule.

## 12. Subsidence, Ground Heave or Landslip

of any part of the Premises on which the Property Insured stands excluding Damage caused by

- a. collapse, cracking, shrinkage, expansion or settlement of Buildings or any part thereof
- b. coastal or river erosion
- c. defective design or workmanship or the use of defective materials including inadequate construction
- d. settlement or movement of made up ground
- e. the normal settlement or bedding down of
- f. Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the Buildings are Damaged at the same time and from the same cause
- g. Damage to yards, car parks, roads, pavements landlords fixtures and fittings, security lighting cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires an associated control gears and accessories, paved areas or footpaths unless a Building insured by this Section is Damaged by the same cause at the same time
- h. which originates prior to the inception of this cover
- i. demolition, construction, structural alteration or repair to any Buildings or groundworks or excavation at the same Premises
- j. Events 1, 2, 5, 6 or 8

### Special Condition

The Insured shall notify the Insurer immediately after they become aware of any demolition, groundworks, excavation or construction being carried out on the same or any adjoining site. The Insurer shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.



**13. Accidental Damage,** (if specified in the schedule) excluding

- a. Damage caused by or consisting of or arising from or attributable to
  - i any of the Events
  - ii any of the exclusions to the Events specified in Events 1-12 and 14, whether Events 1-12 and 14 are insuredor
- b. Damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude Damage which itself results from a cause not otherwise excluded
- c. Damage caused by or consisting of faulty or defective workmanship, operational error or omission by the Insured or any employee of the Insured but this shall not exclude
  - i such Damage not otherwise excluded which itself results from an insured Event
  - ii subsequent Damage which itself results from a cause not otherwise excluded
- d. Acts of fraud or dishonesty by any partner, director or employee of the Insured but this shall not exclude such Damage not otherwise excluded which itself results from Events 1-12 and 14
- e. Damage caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish but this shall not exclude
  - i such Damage not otherwise excluded which itself results from Events 1 to 12 and 14
  - ii subsequent Damage which itself results from a cause not otherwise excluded
- f. Damage consisting of
  - i joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - ii mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude such Damage which itself results from other Damage and is not otherwise excluded, or subsequent Damage which itself results from a cause not otherwise excluded

- g. Damage caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
- h. Damage caused by normal settlement or bedding down of new structures

- i. Damage to any Building or structure caused by its own collapse or cracking, but this shall not exclude such Damage resulting from other Damage in so far as it is not otherwise excluded
- j. Damage in respect of fences, gates and moveable Property in the open caused by wind, rain, hail, sleet, snow or dust
- k. Damage to any Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
  - l. Damage in respect of
    - i jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
    - ii property in transit
    - iii glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
    - iv Money, bonds or securities of any description

but this shall not exclude other Damage in so far as it is not otherwise excluded

- m. Damage to
  - i vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - ii property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
  - iii land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - iv livestock, growing crops or trees

but this shall not exclude such Property specifically described in the Schedule

- n. theft or attempted theft

#### **14. Escape of Oil**

from any fixed heating installation excluding

- a. Damage in respect of any Building or Property Insured in any Building which is Unoccupied
- b. Damage unless caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the Period of Insurance
- c. the value of the oil lost

## **BASIS OF SETTLEMENT**

1. The Insurer will pay the Insured the value of the Property Insured at the time of its Damage, or at the Insurer's option will reinstate or replace such Property or any part of such Property.
2. The most the Insurer will pay for any one claim is the Total Sum Insured, or for each item its individual Sum Insured, or any other limit of liability in this Section whichever is the less at the time of Damage.
3. Any Excess will be deducted from the amount payable after the application of all terms and conditions of this Section and the Policy including any Average (Underinsurance) Basis of Settlement Adjustment. The Excess applies to each separate Premises.

## **AUTOMATIC REINSTATEMENT**

In the absence of written notice by the Insured or the Insurer to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim from the date of the Damage, the Insured will pay the appropriate additional premium due for the period from the date of Damage to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

## **BASIS OF SETTLEMENT ADJUSTMENTS**

Subject to the terms, conditions, exclusions and limits of this Section, in calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

### **1. Reinstatement (Day One Basis)**

- a. Subject to the Special Conditions set out below, the basis on which the amount payable for Buildings and Contents is to be calculated will be the reinstatement of the Property Damaged.

For this purpose "reinstatement" means

- i. the rebuilding or replacement of Property Damaged which, provided the Insurer's liability is not increased, may be carried out
  1. in any manner suitable to the requirements of the Insured
  2. on another site
- ii. the repair or restoration of Property Damage

in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

- b. The Declared Value having been stated in writing by the Insured, has been used to calculate the premium.

“Declared Value” means the assessment by the Insured of the cost of reinstatement of Property Insured arrived at in accordance with paragraph 1ai of the Basis of Settlement Adjustments at the level of costs applying at inception of the Period of Insurance (ignoring inflationary factors which may subsequently operate), together with, to the extent that cover provides, due allowance for

- i. any additional cost of reinstatement to comply with Public Authorities regulations, bye-laws or stipulations
- ii. professional fees
- iii. removal of debris costs.

### **Reinstatement (Day One Basis) Special Conditions**

1. At the inception of each Period of Insurance, the Insured shall notify the Insurer of the Declared Value of Property Insured. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the new Period of insurance, appropriately adjusted for Index Linking where applicable.

For the purposes of this Condition, Index Linking shall be calculated in the following manner.

Sums Insured and/or Declared Values will be adjusted in accordance with current indexation percentages in the appropriate index and renewal premiums will be based on the adjusted Sums Insured and/or Declared Values.

The percentage changes will continue to be applied between the date of any Damage and the date when replacement or repair has been completed.

2. If at the time of Damage the Declared Value of the Property is less than the cost of reinstatement (as defined in paragraph 1ai of the Basis of Settlement Adjustments) at inception of the Period of Insurance, the amount payable by the Insurer may proportionately reduced.
3. The Insurer’s liability for the repair or restoration of Property Damaged in part only, shall not exceed the amount which would have been payable if such Property had been wholly destroyed.
4. No payment beyond the amount the Insurer would have paid in the absence of this clause will be made
  - a. unless reinstatement commences and proceeds without unreasonable delay
  - b. until the cost of reinstatement has actually been incurred
  - c. where Property Insured at the time of Damage is covered by any other insurance effected by the Insured, or on behalf of the Insured, which is not on the same basis of reinstatement
5. All the terms and conditions of this Section and the Policy shall apply
  - a. to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause
  - b. where claims are payable as if this clause had not been incorporated, except that Sums Insured will be limited to Declared Values.

## 2. Average (Underinsurance)

The Sums Insured by

- a. any items for Buildings or Contents subject to the Reinstatement (Day One Basis) clause are declared to be separately subject to Average as described in Special Condition 2 of such clause
- b. any other items of Property Insured (other than any Sum Insured applying solely to rent, fees, removal of debris or private dwellings) are declared to be separately subject to Average. This means if at the time of Damage the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount payable by the Insurer will be proportionately reduced.

## 3. Contribution and Average

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering any of the Property Damaged, the Insurer's liability under this Section shall be limited to the Insurer's rateable proportion of such Damage.

If such other insurance is subject to Average (Underinsurance), this Section if not already subject to Average shall be subject to Average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this Section, either in whole or in part, or from contributing rateably, the liability of the Insurer under this Section shall be limited to that proportion of the Damage which the Sum Insured for this Section bears to the value of the Property.

## 4. Public Authorities

Subject to the Public Authorities Special Conditions set out below, cover for Buildings and Contents includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament, with bye-laws of any public authority or to comply with the stipulations of European Union legislation, in consequence of Damage, excluding

1. the cost incurred in complying with such regulations, byelaws or stipulations
  - a. in respect of Damage occurring prior to the granting of this cover
  - b. in respect of Damage not insured by this Section
  - c. under which notice has been served upon the Insured before the date of the Damage
  - d. in respect of undamaged Property or undamaged portions of Property, other than foundations (unless specifically excluded) of that portion of the Property Damaged
2. the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new, had the necessity to comply with such regulations, bye-laws or stipulations not arisen
3. the amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the Property, by reason of compliance with any such regulations, bye-laws or stipulations.

## **Public Authorities Special Conditions**

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve (12) months after the Damage, or within such further time as the Insurer may allow, and may be carried out upon another site (if such regulations, bye-laws or stipulations so necessitate), subject to there being no resulting increase in the liability of the Insurer.
2. If the liability of the Insurer is reduced by the application of any of the terms and conditions of this Section or the Policy (other than as a result of this clause), the liability of the Insurer under this clause will be reduced in proportion.
3. All the terms and conditions of this Section and the Policy shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

## **5. Services**

Cover includes telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories, including similar property in adjoining yards or roadways or underground, all pertaining to Buildings or Contents insured by this Section, being the property of the Insured or for which the Insured are responsible.

## **6. Alterations and Additions**

To the extent that they are not otherwise insured, Buildings and Contents items include

- a. alterations, additions and improvements (but not appreciation value in excess of Sums Insured) to Buildings, machinery and plant
- b. any newly acquired or newly erected Buildings, machinery or plant each item covered, or £250,000 in total, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that the Insured shall give details of such alterations and additions to the Insurer within ninety (90) days of the commencement date of the Insured' s responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

## **7. Professional Fees**

Sums insured and/or Declared Values for Buildings and Contents include an amount in respect of architects' , surveyors' , legal and consulting engineers' fees, other than where an item covering such fees is specifically described in the Schedule. Cover applies only to those fees necessarily and reasonably incurred in consequence of Damage, in the reinstatement or repair of Property Insured.

## **8. Removal of Debris Costs**

Sums insured and/or Declared Values for Buildings, Contents and Stock include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically described in the Schedule.

Cover applies only to those costs necessarily and reasonably incurred in consequence of Damage, in

- a. removing debris
- b. dismantling and demolishing
- c. shoring up or propping d. clearing, cleaning and/or repairing drains, gutters, sewers and the like for which the Insured are responsible.

The Insurer will not pay for any costs or expenses

- a. incurred in removing debris other than from the site of such Property Damage and the area immediately adjacent to such site
- b. arising from pollution or contamination of Property not insured by this Section.

## 9. Temporary Removal

Property Insured (other than Stock) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the Premises, including whilst in transit, within Gibraltar.

The Insurer will not pay for

- a. such property more specifically insured
- b. Damage to vehicles licensed for road use, in so far as they are insured by this section, occurring elsewhere than at the Premises from which such vehicles are removed
- c. more than 10% of the sum insured for each item covered, for Damage occurring elsewhere than at the Premises.

## 10. Temporary Removal - Documents

If deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the Property Insured, such items are covered whilst temporarily removed to any address elsewhere than at the Premises, including whilst in transit within Gibraltar

The Insurer will not pay for a. such items more specifically insured b. more than 10% of the figure stated within the definition of contents for computer systems records c. more than 10% of the total value of such items.

## 11. Contract Price

In respect only of goods sold but not delivered, for which the Insured remain responsible under the terms of a contract of sale, where such contract of sale is cancelled following Damage by reason of its conditions, either wholly or to the extent of the Damage, cover will be based on the contract price.

For the purpose of this clause the value of all goods to which this basis of settlement could apply in the event of Damage will also be ascertained on this basis.

## 12. Customers' Goods

If the Insured have represented to customers that they will accept responsibility for Damage to the goods of customers or to goods for which such customers may be legally responsible, the Insurer agrees that all such goods in the Premises will be covered as Stock except in so far as they are more specifically insured.



### 13. Rent

Where an item covering rent is specifically described in the Schedule, cover applies only if a Building in respect of which rent is payable by or to the Insured, or any part of it, is unfit for occupation in consequence of Damage. The Insurer will not pay for more than the proportion of the Sum Insured on rent that the period necessary for reinstatement bears to the term of rent covered.

### 14. Dismantling and Re-erection Costs

Cover includes the cost of dismantling, re-erection, fitting and fixing of Contents following Damage.

### 15. Fixed Glass and Neon/Illuminated Signs

Cover extends to include Damage to fixed glass, glass shelves, showcases and counter cases, mirrors and neon/illuminated signs.

Following Damage to fixed glass or neon/illuminated signs the Insurer will pay the cost of

- a. any necessary boarding up or temporary glazing pending full replacement
- b. replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- c. Damage to Contents or Stock caused by broken glass
- d. Removing and re-fixing window fittings and other obstacles to replacing broken glass

The Insurer will not pay for Damage

1. in respect of neon and illuminated signs
  - i arising from adjustment, repair, dismantling or erection of any part of the sign, or whilst such sign is removed from its normal working position
  - ii arising from mechanical breakdown of the sign or any part of the sign
  - iii to any part of the sign by its own ignition electrical breakdown or burn out
  - iv to tubes unless the glass is fractured
2. existing prior to the inception of this Section

### 16. Fire Extinguishers, Sprinklers and Security Equipment

The Insurer will pay the reasonable costs incurred by the Insured in

- a. re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads

- b. having any fire and/or intruder alarms and closed circuit television equipment re-set in consequence of Damage, provided that i the Insured maintain all such equipment under contract and in accordance with the manufacturer' s instructions with a maintenance company acceptable to the Insurer
  - ii the Insurer shall not be liable in respect of any costs and expenses recoverable from the maintenance company or from the fire service
  - iii the liability of the Insurer in respect of any one claim shall not exceed £10,000.

## 17. Metered Utilities

Cover includes additional water, gas, electricity, oil or other metered supply charges incurred by the Insured up to an amount of £5,000 any one Period of Insurance, in consequence of Damage, but the Insurer will not pay for such charges incurred in respect of any Building which is Unoccupied.

The basis on which the amount payable is to be calculated will be the amount of the suppliers' charges for the period during which Damage occurs, less the charge paid by the Insured for the corresponding period in the preceding year, adjusted for charges in the suppliers' charges and for variations affecting consumption of the Insured during the intervening period.

## 18. Exhibitions

Property Insured is covered whilst at any exhibition within Gibraltar including whilst in transit to and from such exhibition for a period not exceeding fifteen (15) days.

The most the Insurer will pay in respect of anyone exhibition is £15,000.

## 19. Trace and Access

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the Insurer will pay costs necessarily and reasonably incurred by the Insured in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £5,000 anyone Period of Insurance.

## 20. Seventy Two Hours (72) Clause

Damage occurring within seventy two (72) consecutive hours of and arising from Event 7 (Storm, tempest or flood) is deemed to be one claim.

The Insured have the right to select the moment from which the seventy two (72) hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

## 21. Interested Parties

The Insurer agrees

- a. that without prejudice to rights and liabilities of the Insured or the Insurer, if at the time of Damage the Insured have contracted to sell their interest in any Building covered, and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase shall be entitled to benefit under this Section until completion, except in so far as such Building is more specifically insured by or on behalf of the purchaser
- b. to note the interest of any party notifying their interest in any of the Property Insured in writing, the nature and extent of such interest to be disclosed in the event of Damage.

## 22. Landscaped Grounds

Cover includes costs incurred by the Insured in consequence of Damage to Property Insured at the Premises, up to an amount of £2,500 any one Period of Insurance, in restoring landscape grounds to their original appearance when first laid out and planted, but the Insurer will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or become established.

## 23. Locks and Keys

The Insurer will pay the cost of replacing locks and keys necessary to keep the Premises secure if keys are stolen using force and violence up to an amount of £1,000 any one claim.

## 24. Seasonal Increase

The Sum Insured in respect of Stock shall be increased by 25% during:

- a. the months of November and December
- b. a period of 14 days preceding and succeeding any Bank Holiday other than a Bank Holiday occurring during November and December

## 25. Damage to the Premises

In the event that Buildings at the Premises are not covered by this Section of the Policy, the Insurer will pay costs for which the Insured are responsible, necessarily and reasonably incurred by the Insured to repair Damage to the Premises in consequence of theft or attempted theft (as insured by this Section).

The Insurer will also pay the cost of any temporary boarding-up or making good necessary to keep the Premises secure.

## 26. Moulds, Tools and Dies

Cover includes moulds, tools, and dies belonging to the Insured or for which the Insured are responsible whilst at the Premises and whilst elsewhere than at the Premises at any premises within Gibraltar not occupied by the Insured, including whilst in transit thereto and therefrom by road, rail or inland waterway, provided that the liability of the Insurer in respect of any one claim shall not exceed £5,000.

## 27. Unauthorised Use of Supplies

Cover includes water, gas, electricity, oil or other metered supply charges incurred by the Insured and for which the Insured are legally responsible, due to unauthorised use by persons taking possession of, keeping possession of or occupying any Premises without the written consent of the Insured, providing that

- a. the Insured shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- b. the Insured has advised the Insurer of such unauthorised use immediately on becoming aware of it
- c. Policy Condition 17 Unoccupied Buildings has been complied with by the Insured
- d. the liability of the Insurer shall not exceed £5,000 in respect of any one claim and any one Period of Insurance

## 28. Reinstatement to Match - Computer Equipment

Where computer equipment has suffered Damage to the extent that repair is impractical and replacement by similar property in a condition equal to but not better or more extensive than when new is impossible, then the Insured may replace, repair or restore the Property with equivalent property which employs current technology and replacement, repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new

Cover also extends to include

- i the cost of replacement or modification of undamaged computer equipment insofar as it is necessary to adapt it to operate in conjunction with Damaged Property which has been replaced, repaired or restored
- ii the cost of replacement, repair or modification of undamaged parts of computer equipment that form part of a matching set of articles, or suite of common design or function where the Damage is restricted to a clearly identifiable area or to a specific part.

Provided that

- a. the total liability of the Insurer is not increased beyond the amount
  - i that would otherwise have been payable for the replacement, repair or restoration of the Property Damaged in its original form
  - ii that would have been payable for replacement, repair or modification of the whole Property forming a set of articles, or suite of common design or function if such Property had been wholly destroyed
- b. the Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage
- c. where Property is damaged in part only, the Insurer will not pay more than the amount representing the cost which the Insurer would have paid for repair, restoration or replacement if such property had been wholly destroyed
- d. if Damage to computer equipment results in undamaged computer records being incompatible with replacement computer equipment the Insurer will pay the costs of
  - i modifying the computer equipment or
  - ii replacing computer records with reinstatement of programmes and/or information (but not for the value of the information to the Insured) whichever is the less

## 29. Theft Damage to Buildings

Cover includes Damage to Building(s) insured under this Section caused by theft or attempted theft excluding

- a. Damage
  - i to any Unoccupied Building
  - ii expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises, unless such theft or attempted theft involved the threat of or assault or violence to the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
  - iii to Property which is more specifically or otherwise insured
- b. the first £250 of each and every claim
- c. any amount exceeding £25,000

Cover also includes the cost of any temporary boarding-up and making good in consequence of such Damage necessary to keep the Premises secure.

Exclusion n of event 13 of this Section does not apply to this Basis of Settlement Adjustment.

## EXCLUSIONS

1. Property which at the time of the happening of Damage is insured by or would but for the existence of this Section be insured by any marine policy or policies, but the Insurer will pay for any excess beyond the amount which would have been payable under such marine policy or policies had this Section not been effected.
2. any Property more specifically insured by or on behalf of the Insured.
3. Damage to paintings, prints and works of art with a value in excess of £10,000 any one item unless specifically described in the schedule.
4. consequential loss or Damage of any kind or description
5. the Excess.

## CONDITIONS

The Policy Conditions apply to this Section and in addition the following Section Conditions.

### 1. Alteration

Unless the Insurer agrees in writing, cover under this Section shall be avoided for any of the Property Insured in regard to which there is any alteration after the commencement of this Section

- a. by removal
- b. by Buildings or parts of Buildings described in the Schedule as occupied becoming Unoccupied, or as Unoccupied becoming occupied
- c. which increases the risk of Damage
- d. which results in the interest of the Insured ceasing other than by will or operation of law.

## **2. Reinstatement**

If any Property is to be reinstated or replaced by the Insurer, the Insured shall at their own expense provide all plans, documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly, but only as circumstances permit and in a reasonably sufficient manner.

## SECTION 2 - MONEY

### DEFINITIONS

#### ACCIDENT

Bodily injury caused by accidental, violent, external and visible means.

#### BUSINESS HOURS

The period during which the Insured or any partner, director or employee of the Insured is on the Premises for the purpose of the Business.

#### ESTIMATED ANNUAL CARRYINGS

The estimate by the Insured of the total value of Negotiable Money to be In Transit during the Period of Insurance.

#### INSURED PERSON

Insured or any partner, director or employee of the Insured aged between 16 and 70 years.

#### IN TRANSIT

In transit in the personal custody of the Insured, any authorised partner, director or employee of the Insured, a security organisation approved by the Insurer, or by registered post.

#### LOSS OF LIMB(S)

Total and permanent loss by physical separation or total and permanent loss of use of a hand at or above the wrist or a foot at or above the ankle.

#### LOSS OF SIGHT

Total and permanent loss of sight which will be considered as having occurred

1. in both eyes if the Insured Person(s) name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
2. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale

#### MONEY

Negotiable Money and Non-negotiable Money belonging to the Insured or for which the Insured are responsible.

#### NEGOTIABLE MONEY

Cash, bank and currency notes, credit cards, telephone cards, uncrossed cheques, uncrossed postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps not affixed to cards, Holiday with Pay stamps, National Savings stamps, unexpired units in franking machines, gift tokens, consumer redemption vouchers, mobile telephone vouchers and telephone cards.

## **NON-NEGOTIABLE MONEY**

Crossed cheques, crossed postal orders, crossed bankers' drafts, National Insurance stamps fixed to cards, National Savings certificates, Premium Bonds, credit sales vouchers or receipts and V.A.T. purchase invoices.

## **PERMANENT TOTAL DISABLEMENT**

Any permanent disablement other than Loss of Sight or Loss of Limb(s) which having lasted without interruption for at least twelve (12) months is without any reasonable prospect of improving and in the opinion of an independent qualified medical referee acceptable to the Insurer will in all probability permanently, completely and continuously prevent the Insured Person(s) from engaging in or giving attention to business profession or occupation of each and every kind for the remainder of his or her life.

## **TEMPORARY PARTIAL DISABLEMENT**

A disablement which continuously prevents the Insured Person from attending to a substantial part of their usual occupation.

## **TEMPORARY TOTAL DISABLEMENT**

A disablement which completely and continuously prevents the Insured Person from attending to their usual occupation.

## **COVER**

1. The Insurer will indemnify the Insured in respect of the limits of indemnity stated in the Schedule against loss of or Damage to Money occurring during the Period of Insurance held in connection with the Business by any cause not excluded
2. The Insurer will indemnify the Insured against Damage sustained as a direct result of theft or attempted theft of Money, of or to
  - a. any safe or strongroom specified in the Schedule, or any bag or other container used by the Insured or any authorised partner, director or employee of the Insured to carry Money
  - b. clothing and personal effects belonging to the Insured or to any partner, director or employee of the Insured following assault or violence or the threat of assault or violence
3. The Insurer will pay the Insured when any Insured Person whilst engaged in connection with the Business, as a direct result of theft or attempted theft of Money involving assault or violence or the threat of assault or violence
  - a. suffers an Accident resulting within twelve (12) months, directly and independently of any other cause, in death or disablement
  - b. suffers emotional stress necessitating professional counselling, provided such counselling is recommended by a qualified medical practitioner and agreed to by the Insurer before costs are incurred.



## BASIS OF SETTLEMENT

1. The Insurer will pay the Insured the amount of Money under any Item for which a Limit of Liability is specified in the Schedule at the time of Damage.
2. The most the Insurer will pay for any one claim is
  - a. for any one Item, the Limit of Liability specified in the Schedule
  - b. for any one safe or strongroom, £2,500
  - c. for any one bag or container, its value at the time of Damage
  - d. for clothing or personal effects, £500 any one person
  - e. for death, accident, disablement or emotional stress, the amounts specified in the Scale of Compensation.
3. The Insurer will also pay
  - a. the value of any safe or strongroom, of any bag or container used to carry Money or of the clothing or personal effects of the Insured or any partner, director or employee of the Insured lost or damaged at the same time, or at the Insurers option reinstate or replace such property or any part of such property
  - b. compensation in respect of death, Accident, disablement or emotional stress.

## Automatic Reinstatement

In the absence of written notice by the Insured or the Insurer, in consideration of the Sum Insured not being reduced by the amount of any claim from the date of the Event, the Insured will pay the appropriate additional premium due for the period from the date of the Event to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

## SCALE OF COMPENSATION

<b>Item</b>	<b>Amount</b>
1. a. Death	<b>£25,000</b>
b. Loss of Limb(s) or Loss of Sight	<b>£25,000</b>
c. Permanent Total Disablement	<b>£25,000</b>
d. Temporary Total Disablement per week	<b>£100</b>
e. Temporary Partial Disablement - per week	<b>£50</b>
2. The cost of professional counselling	
a. per hour	<b>£50</b>
b. any one person	<b>£1,000</b>
c. in total	<b>£5,000</b>

In respect of each Insured Person, compensation will not be paid by the Insurer

- i under more than one of 1a, 1b or 1c for the consequences of the same Accident
- ii under 1d and 1e for more than 104 weeks in all in respect of one or more Accidents.

## **BASIS OF SETTLEMENT ADJUSTMENTS**

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

### **1. Contribution**

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering Money or any other property insured by this Section in whole or in part, the Insurers liability under this Section shall be limited to the Insurers rateable proportion of such Damage.

### **2. Damage to the Premises**

Provided that Section 1 Property Damage is insured under this Policy, in the event that Buildings are not covered by Section 1 Property Damage the Insurer will pay

- a. costs for which the Insured are responsible, necessarily and reasonably incurred by the Insured to repair Damage to the Premises as a direct result of theft or attempted theft of Money within the Insured' s Premises (and as insured by this Section)
- b. the cost of any temporary boarding-up or making good necessary to keep the Premises secure.

The most the Insurer will pay for any one claim is £2,500.

### **3. Weekly Compensation**

Weekly compensation will be paid when the total amount to be paid has been agreed, or if the Insured so request, at the end of each period of four consecutive weeks disablement.

## **EXCLUSIONS**

The Insurer will not pay for

1. loss arising from the dishonesty of any partner, director or employee of the Insured which is not discovered within 7 working days of such loss
2. Damage to any machine which uses coins, notes or tokens
3. loss due to theft of or from any unattended vehicle
4. shortage due to error or omission
5. any loss under Item 2.f. (as described in the Schedule), unless the key or keys to the specified safes or strongrooms are removed from the Premises, or if a person is authorised to hold such keys and that person lives on the Premises, that person removes all keys to that part of the Premises in which that person actually lives

6. consequential loss or Damage of any kind or description
7. Loss, death, accident, disablement or emotional stress arising outside Gibraltar
8. The Excess as shown on the Schedule.

## CONDITIONS

The Policy Conditions apply to this Section and in addition the following Section Conditions.

### 1. Precautions

The Insured must

- a. exercise due care in selecting employees to be entrusted with Money and shall obtain and will continue to obtain satisfactory written references and confirmation of such references directly from the previous employers
- b. keep a proper written record of all Money covered by this Section and allow the Insurer to inspect this record at all reasonable times.
- c. secure and lock all cash registers, safes and other money containers whenever such containers are left unattended during business hours.

### 2. Transit

In respect of Negotiable Money In Transit in the personal custody of the Insured or of any authorised partner, director or employee of the Insured, it is a condition precedent to any liability under this Section that such Money will be accompanied by

- a. two able-bodied adults when more than £5,000
- b. three able-bodied adults when more than £10,000
- c. a professional security company when more than £20,000

unless otherwise agreed by the Insurer in writing or amended by a clause applicable to this Section as specified in the Schedule.

### 3. Additional Claims Conditions

- a. In the event of Accident or emotional stress the Insured Person must
  - i as soon as possible after the Accident has occurred, consult a qualified medical practitioner and follow the advice of such practitioner
  - ii submit to any medical examination made on behalf of the Insurer
  - iii in the event of a claim being made for the cost of professional counselling, supply the Insurer with a recommendation for treatment in writing by a qualified medical practitioner
- b. In the event of the death of an Insured Person as a result of Accident the Insurer shall be entitled, at the Insurers expense, to arrange a post-mortem examination

The Insurer will not pay for any claim unless the terms of this Condition have been complied with.

## SECTION 3 - EMPLOYERS' LIABILITY

The following definitions apply to this section in addition to the Policy Definitions.

### DEFINITIONS

#### ACT OF TERRORISM

Any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

#### BUSINESS

The business specified in the Schedule conducted solely from Gibraltar and including

1. the ownership, maintenance and repair of Premises used in connection therewith
2. the provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured
3. the execution of private duties by Employees for any partner, director or senior official of the Insured.

#### EMPLOYEE

1. any person under a contract of service or apprenticeship with the Insured
2. any of the following persons whilst working for the Insured in connection with the Business
  - a. any labour master or labour only subcontractor or person supplied by him
  - b. any self-employed person providing labour only
  - c. any trainee or person undergoing work experience
  - d. any voluntary helper
  - e. any person who is borrowed by or hired to the Insured.

#### INJURY

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

#### LIMIT OF INDEMNITY

Limit of indemnity specified in the Schedule.

## OFFSHORE INSTALLATIONS

1. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
2. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
3. any pipe or system of pipes in the sea or tidal waters
4. any installation which is intended to provide accommodation for persons who work on or from the locations specified in 1, 2 or 3 of this definition.

## TERRITORIAL LIMITS

1. Gibraltar
2. elsewhere in the world in respect of Injury sustained by any Employee resident within Gibraltar and the Iberian Peninsular and caused whilst such Employee is temporarily employed outside these territories provided that any action for compensation in respect of such Injury is brought in a court of law within the said territories or any other member country of the European Union.

## COVER

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance.

### Costs and Expenses

In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

1. in connection with the defence of any claim
2. for representation of the Insured
  - a. at any coroner' s inquest or fatal accident inquiry in respect of death
  - b. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Section.

## LIMIT OF INDEMNITY

The Insurer' s liability for all compensation, costs and expenses payable in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

Provided that

In respect of the indemnity provided under this Section for Extension 5 - Corporate Manslaughter and Corporate Homicide Legal Defence Costs

- i the liability of the Insurer shall not exceed £5,000,000 in any one Period of Insurance
- ii all amounts payable will form part of and not be in addition to the Limit of Indemnity
- iii where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

## EXTENSIONS

### 1. Indemnity to Other Parties

If the Insured so request the Insurer will indemnify the following parties

- a. any officer or committee member or other member of the Insured' s canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b. any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured as though each party was individually named as the Insured in this Section
- c. any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured

Provided that

- i each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii the Insurer' s liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.

### 2. Health and Safety at Work- Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of

- a. costs and expenses incurred with the Insurer' s written consent
- b. costs and expenses of the prosecution awarded against any such party and in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work legislation committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

- i the proceedings relate to the health, safety or welfare of any Employee
- ii the Insurer shall have the conduct and control of all the said proceedings and appeals the Insurer will not pay for
  - a. fines or penalties of any kind
  - b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
  - c. costs or expenses insured by any other policy.

### **3. Unsatisfied Court Judgements**

If a judgement for compensation or costs in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance

- a. is obtained by such Employee in any court situate within Gibraltar against any person or corporate body domiciled or operating from premises within such territories and
- b. remains wholly or partly unsatisfied six (6) months after the date of such judgement the Insurer will if the Insured so request pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i there is no appeal outstanding
- ii the Employee shall have assigned the judgement to the Insurer
- iii this Section was shown in the Schedule at the time of the Injury.

### **4. Court Attendance Compensation**

If during the Period of Insurance any partner director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required

- a. any director or partner      **£500**
- b. any Employee                      **£250**

### **5. Corporate Manslaughter and Corporate Homicide Legal Defence Costs**

The Insurer will indemnify the Insured in respect of

- a. legal costs and expenses incurred with the prior written consent of the Insurer and
- b. costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under Corporate Manslaughter and Corporate Homicide or any equivalent legislation in Gibraltar in respect of any fatal injury sustained and caused during the Period of Insurance in the course of the Business and which may be subject to indemnity under this Section

Provided that the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment.

The Insurer will not pay for

- i any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- ii legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process.

Any change to such prospect of success during the appeals process may result in cover being removed

- iii costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv costs and expenses in connection with the defence of any criminal proceedings brought in any country other than Gibraltar
- v costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee.

## EXCLUSIONS

Policy Exclusion 3 applies to this Section and in addition the Insurer will not pay for:

### 1. Mechanically Propelled Vehicles

Liability in respect of Injury to any Employee arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

### 2. Offshore Installations

Liability in respect of Injury to any Employee who is working on visiting or travelling to or from Offshore Installations.

## CONDITIONS

The Policy Conditions 1-11 and 13 apply to this Section and in addition the following Section Conditions.

### Alteration

If at any time anything shall occur or be done which materially affects the risk insured the Insured shall give immediate notice in writing to the insurer.

## SECTION 4 - PUBLIC & PRODUCTS LIABILITY

The following Definitions apply to this section in addition to the Policy Definitions.

### DEFINITIONS

#### ACT OF TERRORISM

Any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

#### ASBESTOS

Asbestos or fibres or particles of asbestos or any material containing asbestos

#### BUSINESS

The business specified in the Schedule conducted solely from Gibraltar and including

1. the ownership, maintenance and repair of Premises used in connection therewith
2. the provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured
3. the execution of private duties by Employees for any partner director or senior official of the Insured.

#### EMPLOYEE

1. any person under a contract of service or apprenticeship with the Insured
2. any of the following persons whilst working for the Insured in connection with the Business
  - a. any labour master or labour only subcontractor or person supplied by him
  - b. any self-employed person providing labour only
  - c. any trainee or person undergoing work experience
  - d. any voluntary helper
  - e. any person who is borrowed by or hired to the Insured.

#### FAMILY

The Insured' s spouse/partner, children, parents and other immediate relatives living with the Insured permanently

## **INJURY**

1. bodily injury, death, disease, illness, mental injury or nervous shock
2. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

## **LIMIT OF INDEMNITY**

The limit of indemnity specified in the Schedule

## **OFFSHORE INSTALLATIONS**

1. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
2. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
3. any pipe or system of pipes in the sea or tidal waters
4. any installation which is intended to provide accommodation for persons who work on or from the locations specified in 1, 2 or 3 of this definition.

## **POLLUTION OR CONTAMINATION**

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all Injury, loss or damage directly or indirectly caused by such pollution or contamination.  
All pollution or contamination which arises out of or in connection with one incident shall be deemed to have occurred at the time such incident takes place.

## **PRODUCTS**

Any goods or other material property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured in connection with the Business and not in the charge or control of the Insured.

## **TERRITORIAL LIMITS**

1. Gibraltar
2. any other member country of the European Union
3. elsewhere in the world in respect of Injury, loss or damage caused by or arising from non-manual activities of any partner, director or Employee of the Insured normally resident within Gibraltar or the Iberian Peninsula and occurring during any journey or temporary visit

## COVER

### Item 1 Public Liability

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of accidental

1. Injury to any person
2. Loss of or damage to material property
3. Nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the Territorial Limits during the Period of Insurance in connection with the Business and not caused by or arising from Products other than
  - a. any Products connected with
    - i the provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured
    - ii the execution of private duties by Employees for any partner, director or senior official of the Insured
  - b. any food or drink supplied to partners, directors, Employees or non-paying guests of the Insured
  - c. the disposal of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose
  - d. the accidental obstruction of pedestrian or vehicular traffic caused by loads delivered by any vehicle of the Insured.

### Item 2 Products Liability

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of accidental

1. Injury to any person
2. Loss of or damage to material property

occurring during the Period of Insurance and caused by or arising from Products.

### Costs and Expenses

In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

1. in connection with the defence of any claim
2. for representation of the Insured
  - a. at any coroner' s inquest or fatal accident inquiry in respect of death
  - b. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury, loss or damage which may be the subject of indemnity under this Section.

## LIMIT OF INDEMNITY

The Insurer's liability for all compensation payable in respect of

1. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
2. all Injury, loss or damage sustained by all claimants occurring during any one Period of Insurance and caused by and arising from Products
3. all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule.

In respect of the indemnity provided under this Section for Extension 11 - Corporate Manslaughter and Corporate Homicide Legal Defence Costs

- i the liability of the Insurer shall not exceed £5,000,000 or the Limit of Indemnity (whichever is lesser) in any one Period of Insurance
- ii all amounts payable will form part of and not be in addition to the Limit of Indemnity
- iii where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

## EXTENSIONS

### 1. Indemnity to Other Parties

If the Insured so request the Insurer will indemnify the following parties

- a. any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b. any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured as though each party were individually named as the Insured in this Section
- c. any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured

Provided that

- i each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.

## **2. Joint Insured Cross Liabilities**

If more than one party is named as the Insured this Section shall apply as though each were insured separately provided that the Insurer's liability to all parties indemnified shall not exceed in total the Limit of Indemnity.

## **3. Overseas Personal Liability**

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or Employee of the Insured or family member of such partner director or Employee normally resident within Gibraltar in the course of any journey or temporary visit to any other country made in connection with the Business.

## **4. Motor Contingent Liability**

The Insurer will indemnify the Insured in the terms of this Section against liability arising out of the use in connection with the Business of any vehicle not owned provided or being driven by the Insured but this Section does not cover liability

- a. in respect of damage to such vehicle
- b. arising out of any such use in Gibraltar
- c. incurred by any party other than the Insured
- d. incurred by any party identified in Extension 1 (Indemnity to Other Parties), paragraph b, other than an Employee

For the purpose of Extension 4, Exclusion 1 of this Section does not apply.

## **5. Health and Safety at Work - Legal Defence Costs**

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of

- a. costs and expenses incurred with the Insurer's written consent
- b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work legislation committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

- i the proceedings relate to the health, safety or welfare of any person other than an Employee
- ii the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c. costs or expenses insured by any other insurance.

## 6. Data Protection

- a. The Insurer will indemnify the Insured and at the Insured's request any partner, director or Employee of the Insured against the sums which the Insured or any director, partner or Employee of the Insured become(s) legally liable to pay as compensation, under any Data Protection legislation for damage or distress resulting from failure of the Insured to comply with data protection legislation and caused in connection with the Business during the Period of Insurance.

Provided that the Insured is

- i a registered user in accordance with data protection legislation
  - ii not in business as a data processing bureau.
- b. The total amount payable including all costs and expenses under this paragraph in respect of all claims occurring during any one Period of Insurance is limited to £250,000.
- c. The Insurer will not pay for
- i any damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
  - ii any damage or distress caused by any act of fraud or dishonesty
  - iii the costs and expenses of rectifying, rewriting or erasing data
  - iv liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
  - v the payment of fines or penalties.

## 7. Defective Premises

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under any Defective Premises legislation with premises or land disposed of by the Insured.

This extension does not cover

- a. the cost of rectifying any damage or defect in the premises or land disposed of
- b. liability for which the Insured is entitled to indemnity under any other insurance
- c. liability arising out of the presence of Asbestos

## 8. Consumer Protection and Food Safety Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a. any Consumer Protection legislation or
- b. any Food Safety legislation

committed or alleged to have been committed during the Period of Insurance in connection with the Business provided that the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- i fines or penalties of any kind
- ii proceedings or appeals in respect of any deliberate act or omission
- iii costs or expenses insured by any other policy.

## 9. Court Attendance Compensation

If during the Period of Insurance any partner director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required

- a. any director or partner **£500**
- b. any Employee **£250**

## 10. Contractual Liability

In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement the indemnity provided by this Section shall only apply if the sole conduct and control of any claim is vested in the Insurer

Provided that the Insurer shall not in any event provide indemnity

- a. under Exclusion 9a of this Section except as stated therein
- b. in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

## 11. Corporate Manslaughter and Corporate Homicide legislation - Legal Defence Costs

The Insurer will indemnify the Insured in respect of

- a. legal costs and expenses incurred with the prior written consent of the Insurer and
- b. costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent in Gibraltar in respect of any fatal injury occurring during the Period of Insurance in the course of the Business and which may be the subject of indemnity under this Section

Provided that the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

The Insurer will not pay for

- i any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- ii legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in Gibraltar
- v costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee

## EXCLUSIONS

Policy Exclusions 2,3 and 9 apply to this Section and in addition the Insurer will not pay for:

1. Liability in respect of Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured.
2. Liability in respect of Injury or Damage arising in connection with work on or travel to or from Offshore Installations.
3. Liability in respect of
  - a. fines, penalties or liquidated damages
  - b. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.
4. Liability in respect of
  - a. Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory.
  - b. Pollution or Contamination occurring elsewhere unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

5. Liability arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy.
6. Liability arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to float on or in or travel through water, air or space (other than hand-propelled watercraft).
7. Liability in respect of Damage to any property belonging to or in the charge or control of the Insured other than
  - a. personal effects or vehicles of any partner, director or Employee of or visitor to the Insured
  - b. Premises (and their contents) not belonging, leased, rented or hired to the Insured but temporarily in the charge of the Insured for the purpose of carrying out work
  - c. Premises (including their fixtures and fittings) leased, rented or hired to the Insured but this Section does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement.
8. Liability in respect of
  - a. Damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the Insured
  - b. all costs of or arising from the need for reinstatement, making good, removal, repair, rectification, replacement or recall of
    - i any such goods or property
    - ii any defective work executed by or on behalf of the Insured except that 8a and 8bi above shall not apply to liability in respect of Damage to the said goods or property if such Damage is caused by or arises from
      1. any alteration, repair or servicing work executed
      2. any other goods or property sold, supplied, delivered, installed or erected by the Insured under a separate contract.
9. In respect of Injury or Damage caused by or arising from Products
  - a. any liability which attaches to the Insured solely under the terms of an agreement other than
    - i under any warranty of goods implied by law
    - ii under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury, loss or damage caused by Products entrusted to such carrier for transit by road rail or waterway

- b. any Product installed or incorporated in any craft designed to travel in or through air or space
  - c. any claim made against the Insured in any country outside the European Union in which the Insured occupy premises or are represented by any resident Employee or holder of the Insured' s power of attorney
  - d. any liability arising from any Products exported by the Insured to the United States of America or Canada.
10. Liability for Injury or Damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured other than where provided or performed in connection with any Product insured by this Section.
11. Liability in respect of Damage to any property
- a. comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured
  - b. against which the Insured are required to effect insurance under the terms of Clause 6.5.1 of the J.C.T. (R.I.B.A) Conditions of Contract or of any other contract condition requiring insurance of a like kind.
12. Liability arising from or as a consequence of any manual work carried out away from any Premises belonging, leased, rented or hired to the Insured other than delivery or collection.
13. the Excess.

## SECTION 5 - (A) BUSINESS INTERRUPTION

### DEFINITIONS

The following definitions apply to this Section in addition to the Policy Definitions.

#### ANNUAL REVENUE

Revenue during the twelve (12) months immediately before the date of any Event.

#### ANNUAL TURNOVER

Turnover during the twelve (12) months immediately before the date of any Event.

#### BUSINESS INTERRUPTION

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of an Event to Property.

#### EVENT

Damage to Property used by the Insured at the Premises for the purpose of the Business.

#### GROSS PROFIT

The amount by which the sum of the amount of the Turnover and the amount of the closing stock and work in progress shall exceed the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

**Note:** The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the normal accountancy methods of the Insured, due provision being made for depreciation.

#### GROSS PROFIT SUM INSURED

115% of the Gross Profit amount provided by the Insured.

**Note:** The Gross Profit amount provided by the Insured is shown in brackets below the Gross Profit Sum Insured on the Schedule.

#### INCREASE IN COST OF WORKING

Additional expenditure (subject to the Uninsured Working Expenses clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period.

## **INDEMNITY PERIOD**

Period beginning with the occurrence of any Event and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of any Event.

## **MAXIMUM INDEMNITY PERIOD**

Maximum indemnity period shown in the Schedule.

## **PREMISES**

Buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Schedule, occupied solely by the Insured for the purpose of the Business.

## **RATE OF GROSS PROFIT**

Rate of gross profit earned on the Turnover during the financial year immediately before the date of any Event.

## **REVENUE**

The money paid or payable to the Insured for services rendered in the course of the Business at the Premises.

## **REVENUE SUM INSURED**

115% of the Revenue amount provided by the Insured

**Note:** The Revenue amount provided by the Insured is shown in brackets below the Revenue Sum Insured in the Schedule.

## **STANDARD REVENUE**

Revenue during that period in the twelve (12) months immediately before the date of any Event which corresponds with the Indemnity Period.

## **STANDARD TURNOVER**

Turnover during that period in the twelve (12) months immediately before the date of any Event which corresponds with the Indemnity Period.

## **TURNOVER**

Money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.

## **GROSS RENT**

The money paid or payable to the Insured by tenants for rent of the Premises.

## **STANDARD GROSS RENT**

The Gross Rent During that period in the twelve (12) months immediately before the date of any Event which corresponds with the Indemnity Period.

## **ANNUAL GROSS RENT**

The Gross Rent during the twelve (12) months immediately before the date of the Event.

## **UNINSURED WORKING EXPENSES**

Purchases (less discounts received) Carriage, packing and freight Discounts allowed Bad debts.

Note: The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured

## **UNOCCUPIED**

Any Building or part of any building that is unfurnished, untenanted, empty or no longer in active use for a period exceeding 30 Consecutive days.

## **COVER**

The Insurer will pay the Insured for Business Interruption by any of the Events operative under this Section and not otherwise excluded occurring during the Period of Insurance.

## **EVENTS**

### **1. Fire, excluding Business Interruption caused**

- a. by explosion resulting from fire
- b. by earthquake or subterranean fire
- c. by its own spontaneous fermentations or heating or its undergoing any heating process or any process involving the application of heat
- d. to any particular piece of electrical apparatus or fitting which has caused a fire due to self ignition, over running, excessive pressure, short circuiting, self heating or leakage of electricity.

### **Lightning**

### **Explosion**

- a. of boilers used for domestic purposes only
- b. of any other boiler or economiser on the Premises
- c. of gas used for domestic purposes only

but excluding any Business Interruption caused by earthquake or subterranean fire.

2. **Explosion**, excluding Business Interruption caused by the bursting by steam pressure of any vessel, machine or apparatus (not being a boiler or economiser on the Premises) belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only.
3. **Aircraft** or other aerial devices or articles dropped from them.
4. **Riot, Civil Commotion, Strikers, Locked Out Workers, Persons taking part in Labour Disturbances or Malicious Persons**, excluding Business Interruption
  - a. arising from nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
  - b. arising from cessation of work
  - c. in respect of any building which is Unoccupied caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Business Interruption caused by fire or explosion
  - d. arising from deliberate erasure, loss distortion or corruption of information on computer systems or other records, programs or software.
5. **Earthquake**
6. **Subterranean Fire**
7. **Storm, Tempest or Flood**, excluding Business Interruption
  - a. attributable solely to change in the water table level
  - b. caused by frost, subsidence, ground heave or landslip
  - c. in respect of fences, gates or moveable property in the open
  - d. to open-fronted or open-sided Buildings or to Property contained therein.
8. **Escape of Water from any Tank, Apparatus or Pipe**, excluding Business Interruption
  - a. caused by water discharged or leaking from any automatic sprinkler installation
  - b. in respect of any Building which is Unoccupied.
9. **Impact** by any road vehicle or animal.
10. **Sprinkler Leakage**

Accidental escape of water from any automatic sprinkler installation in the Premises, excluding Business Interruption caused by

- a. freezing whilst the Building in so far as it is in the Insured' s ownership or tenancy is Unoccupied
- b. explosion, earthquake, subterranean fire or heat caused by fire.

## 11. Theft or Attempted Theft

involving

- a. forcible and violent entry to or exit from the Buildings
- b. hold-up by violence or threat of violence to the Insured or any partner, director, employee of the Insured or members of their families or any other person who has a legal right to be on the Premises but excluding Business Interruption arising directly from Theft or Attempted Theft
  - i expedited or in any way brought about by the Insured or any partner director or employee of the Insured or any person who has a legal right to be on the Premises
  - ii of Money, deeds, securities, jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books unless such property is specifically described in the Schedule
  - iii to Property in the open or in open fronted buildings or in buildings not on permanent foundations
  - iv whilst the Premises are closed for Business or are left unattended unless all points of access are closed and secured by all locks and other protections fitted to them.

## 12. Subsidence, Ground Heave or Landslip excluding Business Interruption caused by

- a. collapse, cracking, shrinkage, expansion or settlement of Buildings or any part thereof
- b. coastal or river erosion
- c. defective design or workmanship or the use of defective materials including inadequate construction of foundations
- d. settlement or movement of made up ground
- e. the normal settlement or bedding down of new structures
- f. Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the Buildings are Damaged at the same time and from the same cause
- g. Damage to yards, car parks, roads, pavements, landlords fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories, paved areas or footpaths unless a Building insured by this Section is Damaged by the same cause at the same time
- h. Damage which originates prior to the inception of this cover

Damage resulting from demolition, construction, structural alteration or repair to any Buildings or groundworks or excavation at the same Premises

Damage by Events 1,2,5,6 or 8.

### Special Condition

The Insured shall notify the Insurer immediately after they become aware of any demolition, groundworks, excavation or construction being carried out on the same or any adjoining site. The Insurer shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

**13. Accidental Damage** (if specified in the Schedule) excluding Business Interruption (only if specified in the Schedule).

- a. caused by or consisting of or arising from or attributable to
  - i any of the Events
  - ii any of the exclusions to the Events

specified in Events 1-12 and 14, whether Events 1-12 and 14 are insured or not

- b. caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude subsequent Business Interruption which itself results from a cause not otherwise excluded
- c. caused by or consisting of faulty or defective workmanship, operational error or omission by the Insured or any employee of the Insured but this shall not exclude such Business Interruption not otherwise excluded which itself results from an insured Event or subsequent Business Interruption which itself results from a cause not otherwise excluded
- d. caused by acts of fraud or dishonesty by any partner, director or employee of the Insured but this shall not exclude such Business Interruption not otherwise excluded which itself results from Events 1-12 and 14
- e. caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish  
but this shall not exclude
  - i such Business Interruption not otherwise excluded which itself results from Events 1-12 and 14
  - ii subsequent Business Interruption which itself results from a cause not otherwise excluded
- f. caused by or consisting of
  - i joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - ii mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude such Business Interruption not otherwise excluded which itself results from Events 1 to 12 and 14 or from any other Damage, or subsequent Business Interruption which itself results from a cause not otherwise excluded

- g. loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to Property Insured not otherwise excluded, caused by pollution or contamination which itself results from other Damage or caused by other Damage which itself results from pollution or contamination

- h. caused by
  - i disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
  - ii erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion, or malicious persons
  - iii other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software, unless resulting from Events 1 to 12 and 14 in so far as they are not otherwise excluded
- i. caused by normal settlement or bedding down of new structures
- j. caused by destruction of or damage to any building or structure caused by its own collapse or cracking, but this shall not exclude Business Interruption resulting from other Damage in so far as it is not otherwise excluded
- k. in respect of fences, gates and moveable Property in the open caused by wind, rain, hail, sleet, snow or dust
- l. caused by Damage to any Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
- m. in respect of
  - i jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
  - ii Property in transit
  - iii glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
  - iv money, bonds or securities of any description

but this shall not exclude such Business Interruption caused by other Damage in so far as it is not otherwise excluded

- n. in respect of
  - i vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - ii Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
  - iii land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - iv livestock, growing crops or trees

but this shall not exclude such Business Interruption caused by other Damage so far as it is not otherwise excluded

- o. caused by theft or attempted theft

#### **14. Escape of Oil from any fixed heating installation excluding Business Interruption**

- a. in respect of any Building or Property Insured in any Building which is Unoccupied
- b. unless caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the Period of Insurance

#### **BASIS OF SETTLEMENT**

1. The Insurer's liability under this Section during any one Period of Insurance shall not exceed the Sum Insured
2. The Insurer will pay the Insured in respect of each item covered, the amount of their claim for Business Interruption.

#### **Material Damage Proviso**

Provided that at the time of any Event there is an insurance in force covering the interest of the Insured in the Property at the Premises against such Event and that

1. payment has been made or liability has been admitted for payment, or
2. payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount.

#### **AUTOMATIC REINSTATEMENT**

In the absence of written notice by the Insured or the Insurer to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim, the Insured will pay the appropriate additional premium on the amount of the claim from the date of any Event to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

#### **GROSS PROFIT ITEMS**

The Insurer will pay the Insured as indemnity in consequence of Business Interruption for loss of Gross Profit due to

1. Reduction in Turnover
2. Increase in Cost of Working.

Reduction in Turnover means the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover.

The Insurer will not pay the Insured for

- a. Increase in Cost of Working exceeding the sum produced by applying the Rate of Gross Profit to the amount of reduction in Turnover thereby avoided
- b. any amounts saved during the Indemnity Period in respect of any of the charges and expenses of the Business payable out of Gross Profit that may cease or be reduced.

In calculating the amounts the Insurer will pay the Insured as indemnity, adjustments shall be made in accordance with the following clauses.

## **1. Average**

If any Gross Profit Sum Insured is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover, the amount payable will be proportionately reduced.

The amount of the Annual Turnover will be proportionately increased when the Maximum Indemnity Period exceeds twelve (12) months

## **2. Alternative Premises**

If during the Indemnity Period goods are sold or services are rendered elsewhere than at the Premises for the benefit of the Business, either by the insured or by others on behalf of the Insured, the money paid or payable for such sales or services shall be taken into account in arriving at the Turnover during the Indemnity Period.

## **3. Uninsured Working Expenses**

If any working expenses of the Business are excluded by this Section (having been deducted in arriving at Gross Profit), then in calculating the amount recoverable under this Section as Increase in Cost of Working, only that proportion of any such additional expenditure shall be taken into account that Gross Profit bears to the sum of Gross Profit and the Uninsured Working Expenses.

## **4. Salvage Sale**

If following an event giving rise to a claim under this section the Insured shall hold a salvage sale during the Indemnity Period, the Basis of Settlement of the Insurance for any item of Gross Profit shall for the purpose of such claims be amended as follows:

1. Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover relating to the period of the salvage sale) shall in consequence of the Event fall short of the Standard Turnover, from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale

## **5. Essential Personnel**

Cover extends to include additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period as a consequence of the death or permanent disablement of any principal, director or partner of the Insured by accidental and external means preventing the carrying out of their usual employment or occupation for the sole purpose of avoiding or diminishing any interruption of or interference with the Business carried on by the Insured at the Premises which but for that expenditure would have taken place during the Indemnity Period, provided that

- i the Maximum Indemnity Period in respect of this clause shall not exceed 12 months
- ii the Insurer shall not be liable for more than £10,000 in respect of any one claim.

## REVENUE ITEMS

The Insurer will pay the Insured as indemnity in consequence of Business Interruption for

1. loss of Revenue
2. Increase in Cost of Working.

Loss of Revenue means the amount by which the Revenue during the Indemnity Period falls short of the standard Revenue.

The Insurer will not pay the Insured for

- a. Increase in Cost of Working exceeding the amount of reduction in Revenue thereby avoided
- b. any amounts saved during the Indemnity Period in respect of any of the charges and expenses of the Business payable out of Revenue that may cease or be reduced.

In calculating the amounts the Insurer will pay the Insured as indemnity, adjustments shall be made in accordance with the following clauses.

### 1. Average

If the Revenue Sum Insured is less than the Annual Revenue, the amount payable will be proportionately increased when the maximum Indemnity Period exceeds twelve (12) months.

### 2. Alternative Premises

If during the Indemnity Period services are rendered elsewhere than at the Premises for the benefit of the Business, either by the Insured or by others on behalf of the Insured, the money paid or payable for such services shall be taken into account in arriving at the Revenue during the Indemnity Period.

### 3. Essential Personnel

Cover extends to include additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period as a consequence of the death or permanent disablement of any principal, director or partner of the Insured by accidental and external means preventing the carrying out of their usual employment or occupation for the sole purpose of avoiding or diminishing any interruption of or interference with the business carried on by the Insured at the Premises which but for that expenditure would have taken place during the Indemnity Period, provided that

- i the Maximum Indemnity Period in respect of this clause shall not exceed 12 months
- ii the Insurer shall not be liable for more than £10,000 in respect of any one claim.

## GROSS RENT ITEMS

The Insurer will pay the Insured as indemnity in consequence of Business Interruption for

- a. Loss of Gross Rent, and
- b. Increase in Cost of Working.

Loss of Gross Rent means the amount by which the Gross Rent during the Indemnity Period falls short of the Standard Gross Rent.

Increase in Cost of Working means the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Rent which but for that expenditure would have taken place during the Indemnity Period.

The Insurer will not pay the Insured for

- a. Increase in Cost of Working exceeding the amount of loss of Gross Rent thereby avoided
- b. any amounts saved during the Indemnity Period in respect of any of the charges and expenses of the Business payable out of Gross Rent that may cease or be reduced.

In calculating the amounts the Insurer will pay the Insured as indemnity, adjustments shall be made in accordance with the following clauses.

## **1. Average**

If the Sum Insured by any item on Gross Rent is less than the Annual Gross Rent, or if the Departmental Trading clause applies is less than the aggregate of the sum produced by the Annual Gross Rent for each department of the Business (whether affected by the Event or not), the amount payable will be proportionately reduced.

The Amount of the Annual Gross Rent will be proportionately increased when the maximum Indemnity Period exceeds 12 months.

## **2. Alternative Premises**

If during the Indemnity Period money is paid to the Insured for rent of premises elsewhere than at the Premises, for the benefit of the Business, the rent derived from such other premises shall be taken into account in arriving at the Gross Rent during the Indemnity Period.

## **ALL ITEMS**

The following clauses apply

### **1. Departmental Trading**

If the Business is conducted in departments, the independent trading results of which can be ascertained, the Basis of Settlement for Gross Profit or Revenue shall apply separately to each department affected.

### **2. Trend and Variations**

Adjustments shall be made to the figures representing the Rate of Gross Profit, Annual Turnover, Standard Turnover, Annual Revenue, Standard Revenue and Gross Rent that may be necessary to provide for the trend of the Business, and for variations in or other circumstances affecting the Business, either before or after the Event, and which would have affected the Business had the Event not occurred, so that the adjusted figures represent as near as reasonably practicable results which but for the Event would have been obtained during the relative period after the Event.

### 3. Accountants' Charges

If the professional accountants of the Insured produce any particulars or details required by the Insurer from the Insured's books of account or other business books or documents, or any other proofs, information or evidence under Condition 2 of this Section, the Insurer will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this Section shall not exceed the liability of the Insurer under this Section.

### 4. Value Added Tax

All terms in this Section shall be exclusive of value added tax to the extent that the Insured are accountable to the tax authorities for such tax.

### 5. Current Cost Accounting

For the purposes of this Section, any adjustment implemented in current cost accounting shall be disregarded.

### 6. Payments on Account

The Insurer will make payments on account during the Indemnity Period, if the Insured so request, subject to any necessary adjustment at the end of the Indemnity period.

### 7. New Business

If the Business is in its first year of trading during the first Period of Insurance, and Event occurs before completion of such first Period of Insurance:

- i Standard Revenue shall mean the following:

Standard Revenue - the proportional equivalent, for the period equal to the Indemnity Period, of the Revenue realised during the period between the date of commencement of the Business and the date of the Event.

- ii Standard Gross Profit - the proportional equivalent, for the period of 12 months, of the Standard Gross Profit realised during the period between the date of commencement of the Business and the date of the Event.

- iii Annual Gross Rent and Standard Gross Rent shall mean the following:

**Annual Gross Rent** - the proportional equivalent, for the period of 12 months, of the Gross Rent realised during the period between the date of commencement of the Business and the date of the Event.

**Standard Gross Rent** - the proportional equivalent, for the period equal to the Indemnity Period, of the Gross Rent realised during the period between the date of commencement of the Business and the date of the Event.

## EXTENSIONS

Any claim resulting from interruption of or interference with the Business in consequence of Damage by an Event at any Situation or to any Property shown below, within Gibraltar, shall be understood to be loss as insured by this Section, provided that after the application of all other terms, conditions and provisions of this Section the liability of the Insurer for any one claim shall not exceed the Total Sum Insured, or the percentage of the Total Sum Insured, or the amount shown against any of the Situation or against any of the Property as the Limit, whichever is the less.

**Suppliers** (not applicable to any Revenue item) The Premises of any of the Insured' s suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any separately specified supplier or of any supply undertaking from which the Insured obtain electricity, gas, water or telecommunications services subject to a limit of 10% of the Gross Profit Sum Insured or £50,000, whichever is the less.

**Customers** (not applicable to any Revenue item) The premises of any of the Insured' s customers but excluding the premises of any separately specified customer subject to a limit of 10% of the Gross Profit Sum Insured or £50,000, whichever is the less.

**Property Stored** Property of the Insured whilst stored elsewhere than at the Premises occupied by the Insured subject to a limit of 10% of the Gross Profit Sum Insured or 10% of the Revenue Sum Insured or £50,000, whichever is the less.

### Supply Undertakings

Property at any

- a. generating station or sub-station of the electricity supply undertaking
- b. land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- c. waterworks or pumping station of the water supply undertaking
- d. land based premises of the telecommunications undertaking from which the Insured obtain electricity, gas, water or telecommunications services subject to a limit of 10% of the Gross Profit Sum Insured or 10% of the Revenue Sum Insured or £50,000, whichever is the less.

### Denial of Access

Property in the immediate vicinity of the Premises which prevents or hinders the use of or access to the Premises, whether the Premises or property in the Premises is Damaged or not subject to a limit of 10% of the Gross Profit Sum Insured or 10% of the Revenue Sum Insured or £50,000, whichever is the less.

### Transit

Property of the Insured whilst in transit by road, rail or inland waterway subject to a limit of 10% of the Gross Profit Sum Insured or 10% of the Revenue Sum Insured or £10,000, whichever is the less.

### Moulds, Tools and Dies

Moulds, tools and dies belonging to the Insured or for which the Insured are responsible whilst at the Premises or at any premises not in the occupation of the Insured or in transit by road, rail or inland waterway. Limit £5,000.

### Documents

Documents belonging to the Insured or held by the Insured in trust, whilst at premises not in the occupation of the Insured or in transit by road, rail or inland waterway.

### Exhibition Sites

Any exhibition site where the Insured are exhibiting goods or services, excluding any such site under canvas or in the open. Limit £25,000.



## Claims Preparation Expenses

Cover extends to include the necessary and reasonable costs, expenses and charges incurred by the Insured in producing and certifying any particulars or details required by the Insurer in connection with any claim under this Section and which are incurred with the consent of the Insurer and for which the Insurer has admitted liability, provided that

- i such costs and expenses are limited to - any additional costs and expenses incurred by any employees of the Insured and the cost of materials used in furnishing the Insured' s requirements  
  
- the reasonable charges payable by the Insured to their auditors or professional accountants for producing such information as may be required by the Insurer
- ii the Insurer shall have the right to review and audit all documentation relation to such costs and expenses
- iii such costs expenses and charges are not otherwise recoverable under this Section or the Policy
- iv an Excess of £500 shall apply in respect of each any every claim
- v the liability of the Insurer shall not exceed £25,000 in respect of any one claim, and such limit shall apply in addition to the Sums Insured or limits applying under this Section.

## Fines and Damages

Cover extends to indemnify the Insured against fines, penalties of damages imposed by the conditions of any contract between the Insured and their customer for breach of contract, and the amount payable shall be such sums as the Insured shall be legally liable to pay and shall pay in discharge of the fines, penalties or damages for non-completion or late completion of orders or contracts, or in respect of cancellation of orders or contracts, and incurred directly and solely as a result of Business Interruption at the Premises, provided that the Insurer

- i shall not be liable for the amount of any loss which is incurred after a period of 12 months beginning with the date of occurrence of the Event
- ii shall not be liable for more than £10,000 in respect of any one claim.

## Additional Rent - Data processing and Ancillary Equipment

Cover extends to indemnify the Insured against the payment of additional rental arising in consequence of Business Interruption at the Premises to any data processing and/or ancillary equipment necessitated by the cancellation of the lease/hire contract in force at the date of the Business Interruption and its replacement by a new contract for similar equipment in respect of the period commencing after the expiry of the Maximum Indemnity Period and ending not later than 12 months thereafter or the expiry of the lease/hire contract in force at the date of the Business Interruption whichever is the sooner, provided that the Insurer shall not be liable for more than £25,000 in respect of any one claim.

## Research and Development Costs

Cover extends to indemnify the Insured in respect of additional expenditure necessarily and reasonable incurred during the Indemnity Period solely to re-constitute records and re-work projects and to restore research and development projects to a state substantially similar to that which existed before the date or the Event, provided that

- i the Insurer shall not be liable for more than one third of the limit shown below in respect of such additional expenditure arising in the first quarter of the Indemnity Period following the date of the event nor more than an equal proportion of the balance of the limit shown below per month in respect of the additional expenditure in the remainder of the Indemnity Period
- ii the Maximum Indemnity Period in respect of this clause shall not exceed 12 months
- iii the Insurer shall not be liable for more than £25,000 in respect of any one claim.

## **Public Relations Expenses**

In the event of Business Interruption at the Premises Cover extends to include the additional expenditure necessarily and reasonably incurred during the Indemnity Period of employing suitable public relations personnel to deal with press and public announcements and other activities, provided that

- i the Maximum Indemnity Period in respect of this clause shall not exceed 3 months
- ii the Insurer shall not be liable for more than £10,000 in respect of any one claim.

## **EXCLUSIONS**

The Policy Exclusions apply to this Section

## **CONDITIONS**

The Policy Conditions apply to this Section and in addition the following Section Conditions.

### **1. Alteration**

Unless the Insurer agrees in writing, cover under this Section shall be avoided if after the commencement of this Section

- a. the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- b. the interest of the Insured ceases other than by death
- c. any alteration is made in the Business or in the Premises or property in them which increases the risk of an Event.

### **2. Declarations**

Prior to each renewal date, the Insured shall provide the Insurer with the Estimated Revenue for the financial year most nearly concurrent with the ensuing Period of Insurance.

Not later than 6 months after the expiry of each Period of Insurance, the Insured shall provide the Insurer with a declaration confirmed by the Insured' s auditors of the revenue earned during the financial year most nearly concurrent with the expired Period of Insurance. If any event has occurred giving rise to a claim for loss of Revenue, such declaration will be increased by the Insurer for the Purpose of premium adjustment, by the amount by which the revenue was reduced during such financial year solely in consequence of the Event.

Premiums are provisional. If the declaration of Revenue provided by the Insured and confirmed by the Insured' s auditors, proportionately increased where the Maximum Indemnity Period exceeds 12 months, is

- a. less than the Estimated Revenue for the relative Period of Insurance, the Insurer will allow a pro rata return of premium on the Estimated Revenue not exceeding 50% of such premium paid
- b. greater than the Estimated Revenue for the relative Period of Insurance, the Insured shall pay a pro rata addition to the premium paid on the Estimated Revenue.

### **3. Additional Claim Conditions**

In the event of any Event in consequence of which the Insured make or may make a claim under this Section, the Insured shall at their own expense deliver to the Insurer

- a. within seven (7) days of its happening, full details of Business Interruption caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft
- b. not later than thirty (30) days after expiry of the Indemnity Period, or such further time that the Insurer may allow, full information in writing of the particulars of the claim, together with details of all other policies covering property used by the Insured at the Premises for the purpose of the Business or any party of the Business, and the amount of any resulting Business Interruption
- c. such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the Insurer may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

Particulars or details contained in the Insured' s books of account or other business books or documents, which may be required by the Insurer for the purpose of investigating or verifying any claim under this Section, may be produced by professional accountants if at the time they are regularly acting for the Insured. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to the Insurer.

## **(B) INCREASED COST OF WORKING**

The following definitions apply to this Section in addition to the Policy Definitions.

### **DEFINITIONS**

#### **BUSINESS INTERRUPTION**

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of an Event to Property.

#### **EVENT**

Damage to Property used by the Insured at the Premises for the purpose of the Business.

## INDEMNITY PERIOD

Period beginning with the occurrence of any Event and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of any Event.

## MAXIMUM INDEMNITY PERIOD

Maximum indemnity period shown in the Schedule.

## PREMISES

Buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Schedule, occupied solely by the Insured for the purpose of the Business.

## COVER

The Insurer will pay the Insured for Business Interruption by any of the Events operative under this Policy and not otherwise excluded occurring during the Period of Insurance.

## EVENTS

1. **Fire**, excluding Business Interruption caused
  - a. by explosion resulting from fire
  - b. by earthquake or subterranean fire
  - c. by its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat
  - d. to any particular piece of electrical apparatus or fitting which has caused a fire due to self ignition, over running, excessive pressure, short circuiting, self heating or leakage of electricity.

### Lightning

### Explosion

- a. of boilers used for domestic purposes only
- b. of any other boiler or economiser on the Premises
- c. of gas used for domestic purposes only

but excluding any Business Interruption caused by earthquake or subterranean fire

2. **Explosion**, excluding Business Interruption caused by the bursting by steam pressure of any vessel, machine or apparatus (not being a boiler or economiser on the Premises) belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only.

3. **Aircraft** or other aerial devices or articles dropped from them.
4. **Riot, Civil Commotion, Strikers, Locked Out Workers, Persons taking part in Labour Disturbances or Malicious Persons**, excluding Business Interruption
  - a. arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - b. arising from cessation of work
  - c. in respect of any building which is Unoccupied caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Business Interruption caused by fire or explosion
  - d. arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.
5. **Earthquake**
6. **Subterranean Fire**
7. **Storm, Tempest or Flood**, excluding Business Interruption
  - a. attributable solely to change in the water table level
  - b. caused by frost, subsidence, ground heave or landslip
  - c. in respect of fences, gates or moveable property in the open
  - d. to open-fronted or open-sided Buildings or to Property contained therein
8. **Escape of Water from any Tank, Apparatus or Pipe**, excluding Business Interruption
  - a. caused by water discharged or leaking from any automatic sprinkler installation
  - b. in respect of any Building which is Unoccupied.
9. **Impact by any road vehicle or animal**
10. **Sprinkler Leakage**

Accidental escape of water from any automatic sprinkler installation in the Premises, excluding Business Interruption caused by

- a. freezing whilst the Building in so far as it is in the Insured' s ownership or tenancy is Unoccupied
- b. explosion, earthquake, subterranean fire or heat caused by fire.

**11. Theft or Attempted Theft** involving

- a. forcible and violent entry to or exit from the Buildings
- b. hold-up by violence or threat of violence to the Insured or any partner, director, employee of the Insured or members of their families or any other person who has a legal right to be on the Premises

but excluding Business Interruption arising directly from Theft or Attempted Theft

- i expedited or in any way brought about by the Insured or any partner director or employee of the Insured or any person who has a legal right to be on the Premises
- ii of Money, deeds, securities, jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books unless such property is specifically described in the Schedule
- iii to Property in the open or in open fronted buildings or in buildings not on permanent foundations
- iv whilst the Premises are closed for Business or are left unattended unless all points of access are closed and secured by all locks and other protections fitted to them.

**12. Subsidence, Ground Heave or Landslip** excluding Business Interruption caused by

- a. collapse, cracking, shrinkage, expansion or settlement of Buildings or any part thereof
- b. coastal or river erosion
- c. defective design or workmanship or the use of defective materials including inadequate construction of foundations
- d. settlement or movement of made up ground
- e. the normal settlement or bedding down of new structures
- f. Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the Buildings are Damaged at the same time and from the same cause
- g. Damage to yards, car parks, roads, pavements, landlords fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories, paved areas or footpaths unless a Building insured by this Section is Damaged by the same cause at the same time
- h. Damage which originates prior to the inception of this cover
- i. Damage resulting from demolition, construction, structural alteration or repair to any Buildings or groundworks or excavation at the same Premises
- j. Damage by Events 1,2,5,6 or 8.



### Special Condition

The Insured shall notify the Insurer immediately after they become aware of any demolition, groundworks, excavation or construction being carried out on the same or any adjoining site. The Insurer shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

### 13. Accidental Damage (if specified in the Schedule) excluding Business Interruption

- a. caused by or consisting of or arising from or attributable to
  - i any of the Events
  - ii any of the exclusions to the Events

specified in Events 1-12 and 14, whether Events 1-12 and 14 are insured or not

- b. caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude subsequent Business Interruption which itself results from a cause not otherwise excluded
- c. caused by or consisting of faulty or defective workmanship, operational error or omission by the Insured or any employee of the Insured but this shall not exclude such Business Interruption not otherwise excluded which itself results from an insured Event or subsequent Business Interruption which itself results from a cause not otherwise excluded
- d. caused by acts of fraud or dishonesty by any partner, director or employee of the Insured but this shall not exclude such Business Interruption not otherwise excluded which itself results from Events 1-12 and 14
- e. caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish

but this shall not exclude

- i such Business Interruption not otherwise excluded which itself results from Events 1-12 and 14
- ii subsequent Business Interruption which itself results from a cause not otherwise excluded
- f. caused by or consisting of
  - i joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - ii mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude such Business Interruption not otherwise excluded which itself results from Events 1 to 12 and 14 or from any other Damage, or subsequent Business Interruption which itself results from a cause not otherwise excluded

- g. loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to Property Insured not otherwise excluded, caused by pollution or contamination which itself results from other Damage or caused by other Damage which itself results from pollution or contamination
  - h. caused by
    - i disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
    - ii erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion, or malicious persons
    - iii other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software, unless resulting from Events 1 to 12 and 14 in so far as they are not otherwise excluded.
  - i. caused by normal settlement or bedding down of new structures
  - j. caused by Damage to any Building or structure caused by its own collapse or cracking, but this shall not exclude Business Interruption resulting from other Damage in so far as it is not otherwise excluded
  - k. in respect of fences, gates and moveable Property in the open caused by wind, rain, hail, sleet, snow or dust
  - l. caused by Damage to any Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
  - m. in respect of
    - i jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
    - ii Property in transit
    - iii glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
    - iv money, bonds or securities of any description
- but this shall not exclude such Business Interruption caused by other Damage in so far as it is not otherwise excluded
- n. in respect of
    - i vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
    - ii Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
    - iii land, roads, pavements, piers, jetties, bridges, culverts or excavations
    - iv livestock, growing crops or trees

but this shall not exclude such Business Interruption caused by other Damage so far as it is not otherwise excluded

- o. caused by theft or attempted theft

**14. Escape of Oil** from any fixed heating installation excluding

- a. Damage in respect of any Building or Property Insured in any Building which is Unoccupied
- b. Damage unless caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the Period of Insurance
- c. the value of the oil lost

## **BASIS OF SETTLEMENT**

- 1. The Insurer's liability under this Section during any one Period of Insurance shall not exceed the Sum Insured
- 2. The Insurer will pay the Insured as indemnity in consequence of Business Interruption for Increased Cost of Working.

Increased Cost of Working means the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the Business during the Indemnity Period.

## **MATERIAL DAMAGE PROVISIO**

Provided that at the time of any Event there is an insurance in force covering the interest of the Insured in the Property at the Premises against such Event and that

- 1. payment has been made or liability has been admitted for payment, or
- 2. payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount.

## **AUTOMATIC REINSTATEMENT**

In the absence of written notice by the Insured or the Insurers to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim, the Insured will pay the appropriate additional premium on the amount of the claim from the date of any Event to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

## **BASIS OF SETTLEMENT ADJUSTMENTS**

In calculating the most the Insurer will pay the Insured, adjustments will be made in accordance with the following clauses.

### **1. Accountants' Charges**

If the professional accountants of the Insured produce any particulars or details required by the Insurer from the Insured's books of account or other business books or documents, or any other proofs, information or evidence under Condition 2 of this Section, the Insurer will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this Section shall not exceed the liability of the Insurer under this Section.

## 2. Value Added Tax

All terms in this Section shall be exclusive of value added tax to the extent that the Insured are accountable to the tax authorities for such tax.

## 3. Current Cost Accounting

For the purposes of this Section, any adjustment implemented in current cost accounting shall be disregarded.

## 4. Payments on Account

The Insurer will make payments on account during the Indemnity Period, if the Insured so request, subject to any necessary adjustment at the end of the Indemnity Period.

## EXTENSIONS

Any claim resulting from interruption of or interference with the Business in consequence of Damage by an Event to any Property shown below, within Gibraltar, shall be understood to be loss as insured by this Section, provided that after the application of all other terms, conditions and provisions of this Section the liability of the Insurer for any one claim shall not exceed the Total Sum Insured, or the percentage of the Total Sum Insured, or the amount shown against any of the Property as the Limit, whichever is the less.

## PROPERTY

### 1. Supply Undertakings

Property at any

- a. generating station or sub-station of the electricity supply undertaking
- b. land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- c. waterworks or pumping station of the water supply undertaking
- d. land based premises of the telecommunications undertaking

from which the Insured obtain electricity, gas, water or telecommunications services.

### 2. Denial of Access

Property in the immediate vicinity of the Premises which prevents or hinders the use of or access to the Premises, whether the Premises or property in the Premises is Damaged or not subject to a limit of 10% of the Gross Profit Sum Insured or 10% of the Revenue Sum Insured or £50,000 whichever is the less.

## CONDITIONS

The Policy Conditions apply to this Section and in addition the following Section Conditions.



## 1. Alteration

Unless the Insurer agrees in writing, cover under this Section shall be avoided if after the commencement of this Section

- a. the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- b. the interest of the Insured ceases other than by death
- c. any alteration is made in the Business or in the Premises or property in them which increases the risk of an Event.

## 2. Additional Claims Conditions

In the event of any Event in consequence of which the Insured make or may make a claim under this Section, the Insured shall at their own expense deliver to the Insurer

- a. within seven (7) days of its happening, full details of Business Interruption caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons or theft
- b. not later than thirty (30) days after expiry of the Indemnity Period, or such further time that the Insurer may allow, full information in writing of the particulars of the claim, together with details of all other policies covering property used by the Insured at the Premises for the purpose of the Business or any part of the Business, and the amount of any resulting Business Interruption
- c. such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the Insurer may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

Particulars or details contained in the Insured' s books of account or other business books or documents, which may be required by the Insurer for the purpose of investigating or verifying any claim under this Section, may be produced by professional accountants if at the time they are regularly acting for the Insured. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to the Insurer.

## (C) BOOK DEBTS

### DEFINITIONS

#### EVENT

Damage to the Insured' s Records by an Event covered under Section 1 Property Damage of this Policy

1. at the Premises
2. at any premises in Gibraltar occupied by persons acting on behalf of the Insured, to which Records have been temporarily removed
3. in transit, within Gibraltar but excluding such Damage by theft or attempted theft.

## **OUTSTANDING DEBIT BALANCES**

The total recorded by the Insured under the provisions of the Outstanding Debit Recording Condition adjusted for

1. bad debts
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the Insured' s books at the time of the Event) to customers' accounts in the period between the date to which the total last recorded relates and the date of the Event
3. any abnormal condition of trade which had or could have had a material effect on the Business.

so that the adjusted figures represent as near as reasonably practicable those which but for the Event would have obtained at the date of the Event had the Event not occurred.

## **RECORDS**

The Insured' s books of account or other business books or records.

## **COVER**

The Insurer will pay the Insured for Outstanding Debit Balances if in consequence of an Event the Insured are unable to trace or establish Outstanding Debit Balances in whole or in part.

## **BASIS OF SETTLEMENT**

The insurance under this Section is limited to loss sustained by the Insured directly due to the Event and the amount payable shall not exceed

1. the Total Sum Insured
2. the difference between
  - a. the Outstanding Debit Balances, and
  - b. the total of the amounts received or traced in respect of such balances
3. the additional expenditure incurred with the Insurer' s previous consent in tracing and establishing customers' debit balances after the Event.

## **AUTOMATIC REINSTATEMENT**

In the absence of written notice by the Insured or the Insurer, in consideration of the Sum Insured not being reduced by the amount of any claim from the date of the Event, the Insured will pay the appropriate additional premium due for the period from the date of the Event to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

## **BASIS OF SETTLEMENT ADJUSTMENTS**

In calculating the amount the Insurer will pay the Insured, adjustments shall be made in accordance with the following clauses

1. **Average (Underinsurance)**  
If the Total Sum insured at the time of the Event is less than the Outstanding Debit Balances, the amount payable will be proportionately reduced.
2. **Accountants' Charges**  
If the professional accountants of the Insured produce any particulars or details required by the Insurer from the Insured' s books of account or other business books or documents, or any other proofs, information or evidence, the Insurer will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this Section shall not exceed the liability of the Insurer under this Section.

## **CONDITIONS**

The Policy Conditions apply to this Section and in addition the following Section Conditions.

1. **Alteration** Unless the Insurer agrees in writing, cover under this Section shall be avoided if after the commencement of this Section
  - a. the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
  - b. the interest of the Insured ceases other than by death
  - c. any alteration is made in the Business or in the Premises or property in them which increases the risk of an Event.
2. **Outstanding Debit Recording** At the end of each month the Insured shall record the total amount outstanding in Customers Accounts at that time, and keep a copy of such records at a place other than the Insured' s Premises.

## SECTION 6 - GLASS

### COVER

The Insurer will pay the Insured for accidental damage to fixed glass, glass shelves, showcases and counter cases, mirrors and neon/illuminated signs.

Following Damage to fixed glass or neon/illuminated signs the Insurer will pay the cost of

- a. Any necessary boarding up or temporary glazing pending full replacement
- b. Replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- c. Damage to Contents or Stock caused by broken glass
- d. Removing and re-fixing window fittings and other obstacles to replacing broken glass.

The Insurer will not pay for Damage

1. in respect of neon and illuminated signs
  - i arising from adjustment, repair, dismantling or erection of any part of the sign, or whilst such sign is removed from its normal working position
  - ii arising from mechanical breakdown of the sign or any part of the sign
  - iii to any part of the sign by its own ignition electrical breakdown or burn out
  - iv to tubes unless the glass is fractured.
2. existing prior to the inception of this Section.
3. the excess.
4. consequential loss attributable to the breakage of the glass whether such loss is occasioned by delay or otherwise.

## SECTION 7 - ALL RISKS

The following Definitions apply to this Section in addition to the Policy Definitions.

### DEFINITIONS

#### DAMAGE/DAMAGED

Accidental loss or destruction of or damage.

#### PROPERTY/PROPERTY INSURED

Property described in the Schedule.

#### TERRITORIAL

#### LIMITS

World Wide.

#### VEHICLE

Any vehicle owned or operated by the Insured.

### COVER

The Insurer will pay the Insured for Damage to Property Insured described in the Schedule occurring during the Period of Insurance.

### BASIS OF SETTLEMENT

1. The Insurer will pay the Insured the value of the Property Insured at the time of its Damage, or at the Insurer' s option will reinstate or replace such Property or any part of such Property.
2. The most the Insurer will pay for any one claim is
  - a. the Total Sum Insured, or for each item its individual Sum Insured, at the time of Damage
  - b. the amount of the Sum Insured remaining after deduction for any other Damage occurring during the same Period of Insurance, unless the Insurer agrees to reinstate any such Sum Insured.

### AUTOMATIC REINSTATEMENT

In the absence of written notice by the Insured or the Insurer, in consideration of the Sum Insured not being reduced by the amount of any claim from the date of the Event, the Insured will pay the appropriate additional premium due for the period from the date of the Event to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.



## **BASIS OF SETTLEMENT ADJUSTMENTS**

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

### **1. Average (Underinsurance)**

If at the time of Damage the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount payable by the Insurer will be proportionately reduced.

### **2. Contribution and Average**

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering any of the Property Damaged, the Insurer' s liability under this Section shall be limited to the Insurer' s rateable proportion of such Damage.

If such other insurance is subject to average (underinsurance), this Section if not already subject to average shall be subject to average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this Section, either in whole or in part, or from contributing rateably, the liability of the Insurer under this Section shall be limited to that proportion of the Damage which the Sum Insured for this Section bears to the value of the Property.

## **EXCLUSIONS**

The Insurer will not pay for

1. Damage caused by or arising from
  - a. wear and tear, inherent defect
  - b. rot, mildew, rust, corrosion, frost, pollution or contamination
  - c. bruising, scratching, chipping, denting, oxidisation or discolouration
  - d. insects, woodworm, vermin
  - e. dyeing, cleaning, repair, renovation
  - f. electronic, electrical or mechanical breakdown, failure or derangemen
  - g. faulty manipulation, design, plan, specification or materials
  - h. gradual deterioration, market depreciation
  - i. consequential loss or Damage of any kind or description

2. Damage to Property Insured caused by its undergoing any process involving the application of heat
3. Damage suffered by the Insured as a result of being deceived into knowingly parting with Property
4. Damage to the Property Insured caused by theft or attempted theft of such property from an unattended Vehicle unless such Vehicle is protected as described under the terms of Section Condition 1 of this Section
5. the Excess.

## CONDITIONS

The Policy Conditions apply to this Section and in addition the following Section Conditions.

### 1. Vehicle Protections

Whenever Property Insured is left in unattended Vehicles, the Insured must ensure that

- a. all security locks, alarms and other security devices are maintained in an efficient working condition
- b. all doors are locked, windows and other openings closed and securely fastened and all intruder alarm installations and other security devices are made operative whenever the Vehicles are left unattended
- c. Vehicles are contained in a securely locked building if left unattended overnight (for the purpose of this Section overnight shall mean from 9.00pm, or whenever the Vehicle was last occupied whichever is the earlier, to 6.00am or until the Vehicle is first used whichever is the later).

**2. Additional Claims Conditions** The Insurer will not pay for any claim for Damage which is not notified to the Insurer within thirty (30) days of the occurrence of such Damage.

**3. Reinstatement** If any Property is to be reinstated or replaced by the Insurer, the Insured shall at their own expense provide all documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this Section more than its Sum Insured.

## SECTION 8 - DETERIORATION OF STOCK

The following definitions apply to this Section in addition to the Policy Definitions.

### DEFINITIONS

#### TERRITORIAL LIMITS

Gibraltar

#### INSURED PROPERTY

Goods specified in the Schedule contained in a cold chamber at the time of an Accident or which are at the Location and would have been placed in a cold chamber but for the happening of the Accident

#### ACCIDENT

- a. A rise or fall in temperature in a cold chamber at any Location described in the Schedule as a result of
  - i damage to or a fault in the refrigeration system
  - ii damage to the permanent structure of the cold chamber
  - iii failure of the public supply of electricity at the terminal ends of the electricity supply company' s service feeders at the Location
  - iv failure of the electrical installation connecting the refrigerating machinery and controls to the electricity supply company' s feeders.
- b. The action of refrigerant or refrigerant fumes which have escaped from the refrigerating system.

#### REPLACEMENT VALUE

The amount paid by the Insured for the purchase of raw materials or products plus the cost of any processing and packaging undertaken by the Insured.

#### COVER

Damage to the Insured Property at any Location shown in the Schedule within the Territorial Limits by deterioration putrefaction or contamination solely and directly due to an Accident.

#### LIMIT OF LIABILITY

The liability of the Insurers shall not exceed

- a. the Limit of Liability shown in the Schedule or the Replacement Value of the damage Insured property at the time of the Accident whichever is less
- b. the amounts shown in the Extensions

in respect of any one Accident or series of Accidents arising from one occurrence.



## **EXTENSIONS (Subject to the terms, limits, conditions and exclusions of this Section and the Policy)**

### **1. Disposal of Condemned Goods**

The cost incurred for the disposal of Insured Property which has been condemned by a Public Health Authority as a result of an Accident for which the Insurers have admitted liability.

Provided that the liability of the Insurer under this Extension shall not exceed the lesser of 10% (ten percent) of the Limit of Liability stated in the Schedule or £25,000

### **2. Decontamination of Cold Chamber**

The cost incurred for the cleaning or decontamination of the cold chamber following an Accident for which the Insurer has admitted liability.

Provided that the liability of the Insurer under this Extension shall not exceed the lesser of 10% (ten percent) of the Limited of Liability stated in the Schedule or £25,000.

### **3. Payments on Account**

Payments as agreed between the insured and the Insurer in advance of final settlement of a claim under this Section where the Insurer has admitted liability.

### **4. Avoidance of Impending Damage**

The cost incurred by the Insured in taking exceptional measures that are reasonable to avoid or reduce impending loss or damage which would have resulted in a claim under this Section.

Provided that

- a. the impending damage did not arise from any defect in the refrigeration system cold chambers or electrical installation known prior to the occurrence of the Accident
- b. the impending damage did not arise from a reasonably foreseeable cause
- c. the damage would have been the natural outcome to be expected in the absence of the measures taken
- d. the Insurer is satisfied that damage which would have been insured under this Section has been avoided or reduced in consequence of the measures taken or would have been avoided or reduced had the measures taken been successful
- e. the liability of the Insurer shall not exceed 20% (twenty percent) of the Replacement Value of the goods.

## **EXCLUSIONS**

The Policy Exclusions apply to this Section and in addition the Insurer will not pay for:

### **1. Excess**

The amount stated in the Schedule as the Excess in respect of each and every occurrence for which the Insured is indemnified by this Section

## 2. Perils

Damage caused directly or indirectly by

- a. fire however caused
- b. fire extinguishing fluid
- c. explosion
- d. lightning earthquake storm tempest flood inundation water aircraft or other aerial devices or articles dropped therefrom
- e. subsidence or other ground movement or displacement
- f. theft or attempted theft
- g. riot strike lockout and civil commotion.

This Exclusion shall not apply to failure of the public supply of electricity

## 3. Electricity Supply

Damage in consequence of a failure or fluctuation of the supply of electricity directly or indirectly due to

- a. a deliberate act unless performed for the sole purpose of safeguarding life or protecting a part of the supply system
- b. a scheme of rationing unless necessitated solely by damage to the generating or supply distribution equipment
- c. drought
- d. the inability of the supplier to maintain the supply due to industrial action.

## 4. Wilful Act or Wilful Negligence

Damage caused by the wilful act or wilful neglect of the Insured.

## 5. Faulty Packing or Storage

Damage caused by faulty packing or storage.

## 6. Trade Loss

Any form of trade loss.

## 7. Unidentifiable Occurrence

Damage to the Insured Property unless identifiable by the Insured with a specific accident which has been the subject of notification under the Terms of Claims Condition 1.

## 8. Other Consequential Loss

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any other form of consequential loss not specifically insured by this Section.

## 9. Transit or While Situated in Refrigerated Vehicle

Damage occurring while Insured Property is in transit or is situated in a refrigerated vehicle.

## SPECIAL CONDITIONS

The Policy Conditions apply to this Section and in addition the following Section Conditions.

### 1. Temperature Readings

- a. A log book will be maintained showing readings of the temperature in each cold chamber. The readings will be taken no less frequently than
  - i every morning and afternoon on all working days and
  - ii once during every non-working day.

Provided that the interval between readings is no more than 24 hours.

- b. Where continuous temperature monitoring and recording equipment is in use
  - i evidence shall be provided that temperatures are manually read at the same frequency as above or
  - ii the monitoring system shall include an alarm which will be activated should the recorded temperature be outside acceptable parameters and which is connected to an alarm receiving centre when the location is unattended.

### 2. Maintenance

A contract will be kept in force providing for competent specialists to attend no less frequently than every six months to maintain the refrigerating machinery and controls.

## SECTION 9 - GOODS IN TRANSIT

The following Definitions apply to this Section in addition to the Policy Definitions.

### DEFINITIONS

#### GOODS

Goods belonging to the Insured or held by the Insured in trust and for which the Insured is responsible.

#### MONEY

Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps, Holiday with Pay stamps, National Savings stamps, National Savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the Insured or for which the Insured are responsible.

#### TERRITORIAL LIMITS

Gibraltar.

#### TOOLS

Any hand tool or any hand held portable power tool or their parts belonging to the Insured or held by the Insured in trust and for which the Insured is responsible.

#### TRANSIT

Carrying Goods and Tools in connection with the Business by any means of transit described in the Schedule, including

- loading and unloading Goods and Tools
- temporary storage of Goods and Tools in warehousing during transit, for up to thirty (30) days.

#### VEHICLE

Any vehicle owned or operated by the Insured.

#### COVER

The Insurer will pay the Insured for

1. Damage to Goods and Tools in Transit within the Territorial Limits
2. Damage to the clothing or personal effects of the driver of any Vehicle or of any other person authorised to be in the Vehicle.

## **BASIS OF SETTLEMENT**

1. The most the Insurer will pay for any one claim or series of claims arising out of any one occurrence of Damage is
  - a. the maximum any one Vehicle, the maximum any one loss or any other limit of liability specified in the Schedule
  - b. for clothing or personal effects, £250 per person
2. The Insurer will pay the Insured the value of the Goods and Tools in Transit at the time of Damage.
3. The Insurer will also pay the value of clothing or personal effects of the driver of any Vehicle or of any other person authorised to be in the Vehicle at the time of Damage.

## **AUTOMATIC REINSTATEMENT**

In the absence of written notice by the Insured or the Insurer, in consideration of the Sum Insured not being reduced by the amount of any claim from the date of the Event, the Insured will pay the appropriate additional premium due for the period from the date of the Event to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

## **BASIS OF SETTLEMENT ADJUSTMENTS**

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

### **1. Average (Underinsurance)**

If the value of Goods and Tools in or on any Vehicle at the time of any Damage is of greater value than the maximum any one Vehicle or any other limit of liability specified in the Schedule for that Vehicle, the amount payable by the Insurer will be proportionately reduced.

### **2. Sheets and Ropes**

In respect of Vehicles, cover includes Damage to sheets, ropes, packing materials and the like, but excluding Damage due to unexplained shortage or disappearance, wear and tear or depreciation.

### **3. Additional Vehicles**

Cover includes Damage to Goods and Tools in any additional Vehicle not specified in the Schedule provided that the Insured shall advise the Insurer of the acquisition of such additional Vehicle within 21 days of its acquisition and pay any additional premium required by the Insurer.

### **4. Substitute Vehicles**

Cover includes Damage to Goods and Tools arising out of the use of any vehicle in substitution by the Insured whilst any Vehicle is undergoing service or repair, up to the amount of the Limit of Liability specified in the Schedule applicable to the Vehicle undergoing service or repair.

## 5. Transshipment and Debris Removal Costs

Cover includes costs and expenses necessarily and reasonably incurred in

- a. transshipment and recovery of Goods and Tools following collision or overturning of the conveying Vehicle, or impact with any object by the conveying Vehicle
- b. removal of debris and site clearance following Damage to Goods, up to an amount of £2,500 any one claim. The Insurer will not pay for such costs and expenses arising from pollution or contamination of or to property not insured by this Section.

## EXCLUSIONS

### The Insurer will not pay for

1. Damage in respect of property more specifically insured
2. Damage due to
  - a. depreciation, deterioration or contamination, unless caused by accident to the conveying vehicle
  - b. inherent vice, leakage or ordinary loss in weight or volume
  - c. bruising, scratching, chipping, denting, rust, oxidisation or discolouration
  - d. mechanical or electrical breakdown, failure or derangement
  - e. faults in processing or the insufficiency or unsuitability of packing or preparation
  - f. delay or loss of market
3. Damage to the contents of any package not involving outward and visible Damage to the package
4. Damage in respect of Goods and Tools in any open sided, curtain sided, open top or soft top Vehicle or trailer due to
  - a. water or atmospheric conditions
  - b. theft unless such Vehicle or trailer is stolen at the same time
5. Damage in respect of jewellery, precious stones, precious metals, bullion, furs, works of art, rare books, Money, bonds, securities of any description, deeds, documents, manuscripts, business books, plans, designs, livestock or the Insured' s own machinery and plant (other than tools if specified as included in the Schedule)
6. Damage to the Property Insured caused by theft or attempted theft of such property from an unattended Vehicle unless such vehicle is protected as described under the terms of Section Condition 2 of this Section
7. consequential loss or Damage of any kind or description, other than any condition of average and salvage charges for which the Insured becomes liable in respect of any Transit insured by this Section
8. the Excess.

## CONDITIONS

The Policy Conditions apply to this Section and in addition the following Section Conditions.

### 1. Precautions

The Insured must

- a. install any additional protections to any Vehicle asked for by the Insurer
- b. exercise due care in selecting employees to be entrusted with Vehicles, Goods or Tools
- c. ensure that Vehicles are maintained in roadworthy condition.

### 2. Vehicle Protections

Whenever Property Insured is left in unattended Vehicles, the Insured must ensure that

- a. all security locks, alarms and other security devices are maintained in an efficient working condition
- b. all doors are locked, windows and other openings closed and securely fastened and all intruder alarm installations and other security devices are made operative whenever the Vehicles are left unattended
- c. Vehicles are contained in a securely locked building if left unattended overnight (for the purpose of this Section overnight shall mean from 9.00pm or whenever the Vehicle was last occupied whichever the earlier, to 6.00am or until the Vehicle is first used whichever is the later).

## SECTION 10 – PERSONAL ACCIDENT

The following Definitions apply to this Section in addition to the Policy Definitions.

### DEFINITIONS

#### ACCIDENTAL BODILY INJURY/INJURIES

Bodily injury caused by

1. accidental violent external and visible means or
2. exposure to the elements following a mishap to any vehicle, vessel or aircraft in which the Member is travelling

#### LOSS OF HEARING

Total and permanent loss of hearing which has lasted three (3) consecutive months of the Insured Person' s lifetime and is at the end of that period in the opinion of an independently qualified medical referee beyond hope of improvement.

#### LOSS OF LIMB

Total and permanent loss

- a. by physical separation or
- b. of use of a hand, at or above the wrist or a foot at or above the ankle.

#### LOSS OF SIGHT

Total and permanent loss of sight will be considered as having occurred:

1. in both eyes if the member' s name has been added to the Register of Blind persons on the authority of a fully qualified ophthalmic specialist
- or
2. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale which has lasted three (3) consecutive months of the Member' s lifetime and is at the end of that period in the opinion of an independent optician (acceptable to the Insurer) beyond hope of improvement.

#### OPERATIVE TIME OF COVER

The time and circumstances when cover under this Section is effective within the Period of Insurance shown in the Schedule.

## **AIRCRAFT ACCUMULATION LIMIT**

The Insurer's maximum liability in total under this any other group personal accident and/or business travel policies issued or to be issued by the Insurer to the Insured for all Losses involving any Scheduled Air Transport as shown in the Schedule.

## **ANNUAL SALARY**

The Annualised gross salary (excluding bonus payments) payable per annum to the Insured Person as at the date of occurrence of the accident giving rise to Accidental Bodily Injury.

## **ASSOCIATED ILLNESS**

Sickness or disease (except any psychological condition or disorder) that results directly from the Insured Person sustaining Accidental Bodily Injury that would not otherwise have arisen and had not previously arisen.

## **BENEFIT**

The Sum or sums of money that the Insurer has agreed to pay the Insured or, as applicable, the Insured Person as shown in the Schedule.

## **BUSINESS OF THE INSURED**

The Business of the Insured as shown in the Schedule.

## **CAPITAL SUM BENEFIT**

A Benefit that is not payable at a weekly rate.

## **CONTAMINATION**

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause illness and/or disablement and/or Death.

## **DEATH**

Death caused by Accidental Bodily Injury.

## **EMPLOYEE**

Any employee of the Insured or any other person acting in the capacity of an employee whilst working for the Insured in connection with the Business of the Insured.

## **EVENT ACCUMULATION LIMIT**

The Insurer's maximum liability in total under this and any other group personal accident and/or business travel and/or sickness policies issued or to be issued by the Insurer to the Insured for all Losses not involving air travel as shown in the Schedule.



## **EXCESS PERIOD**

The first period of Temporary Total Disablement or Temporary Partial Disablement for which no Benefit is payable as shown in the Schedule.

## **ILLNESS**

Any disease, medical complaint condition which is not Accidental Bodily Injury.

## **INSURED PERSON**

Those persons specified in the Schedule as being Insured Persons.

## **LOSS**

A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

## **LOSS OF INTERNAL ORGAN**

Total and permanent:

- a. loss by removal or
- b. effective loss of use

## **LOSS OF SPEECH**

Total and permanent loss of the ability to speak or communicate verbally

## **MAXIMUM BENEFIT**

The Maximum amount of Benefit payable, as shown in the Scale(s) of Compensation in the Schedule.

## **MAXIMUM BENEFIT PERIOD**

The maximum length of time for which a Benefit is payable after the Excess Period has expired as shown in the Schedule.

## **NON-SCHEDULE AIR ACCUMULATION LIMIT**

The Insurer's maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by the Insurer to the Insured for all Losses involving air travel other than Schedule Air Transport as shown in the Schedule.



## **OCCUPATIONAL**

- a. While an Insured Person is carrying out their occupational duties for the Insured or while travelling between:
  - i an Insured Person' s place of residence and place of work
  - ii between places of work

where the travel is at the expense of the Insured.

- b. At any time where Accidental Bodily Injury is the direct result of an unprovoked physical assault by another person.

## **MEMBER**

Any partner, proprietor or working director of the Insured between the ages of 16 and 65 years unless agreed by the company in writing.

## **PERMANENT TOTAL DISABLEMENT**

Any permanent disablement other than

- a. Loss of Sight
- b. Loss of Hearing
- c. Loss of Limb
- d. Loss of Internal Organ
- e. Loss of Speech

which having lasted without interruption for at least 12 months, has no reasonable prospect of improving, and in the opinion of an independent qualified medical referee acceptable to the Insurer, will in all probability permanently, completely and continuously prevent the Insured Person from engaging in or giving attention to:

- i their Usual Occupation if in gainful employment
- ii business profession or occupation of each and every kind if the Insured Person is not in gainful employment
- iii business schooling profession or occupation of each and every kind if the Insured Person is under 16 years of age or under 18 years of age and in full time education for the remainder of their life.

## **PERMANENT PARTIAL DISABLEMENT**

Means Loss of Sight, Loss of Hearing, Loss of Speech, Loss of Limb, Loss of Internal Organ.

## **SCALE(S) OF COMPENSATION**

The scale of Benefits as shown in the Schedule.

## **SCHEDULED AIR TRANSPORT**

A registered fixed wing aircraft which files from an internationally recognised airport on a published schedule and which has more than 18 seats.

## **TEMPORARY PARTIAL DISABLEMENT**

Disablement that completely prevents a Member from performing more than 50% of the functions of their Usual Occupation.

## **TEMPORARY TOTAL DISABLEMENT**

A disablement which wholly prevents the Member from performing each and every function of his/her Usual Occupation but is not Permanent Total Disablement.

## **USUAL OCCUPATION**

The tasks, duties and other functions which the Insured normally pays the Member to perform in connection with the Business of the Insured.

## **TERRORISM**

An act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

## **WAR**

War, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## **WEEKLY BENEFIT**

The amount shown in the Schedule that the Insurer will pay to the Insured for each complete working week, during any period of Temporary Total Disablement or Temporary Partial Disablement of an Insured Person.

## **WEEKLY WAGE**

The gross basic weekly amount (or in the case of salaried employees 1/52nd of the Annual Salary) normally paid (excluding bonus payments) by the Insured to the Insured Person as at the date of occurrence of the accident giving rise to Accidental Bodily Injury for their Usual Occupation.

## **MEDICAL EXPENSES**

Means medical expenses arising out of accidental bodily injury covered under this policy.

## COVER

The Insured will pay the Insured compensation in accordance with the Scale(s) of Compensation specified in the Schedule if any Insured Person suffers Accidental Bodily Injury during the Period of Insurance and Operative Time of Cover which, within 12 months thereof solely, directly and independently of any other cause results in the:

- a. Death
- b. Permanent Total Disablement
- c. Temporary Total Disablement
- d. Temporary Partial Disablement

of an Insured Person.

In addition the Insurer will pay (if specified in the Schedule) Medical Expenses arising out of Accidental Bodily Injury in respect of:

1. The fees of a registered medical practitioner and the fees of any surgeon radiologist and other specialist to whom the registered medical referee has referred the case
2. The cost of drugs or appliances prescribed by such medical referee or specialist as mentioned in 1 above
3. Maintenance and attendance in hospital pay beds or nursing home and home nursing in bed by a qualified resident or daily nurse
4. The Cost of emergency transport necessarily incurred in connection with events covered by this section within the country where the event occurs
5. The cost of transport of body or ashes of an Insured Person to his/her country of usual domicile.

## Excluding

The Section does not cover claims arising from:

1. Treatment and maintenance in a mental home in excess of six weeks in all for any one Insured Person during the duration or cover under this Section
2. Normal dental treatment and provision of false teeth or dentures normal eye tests and the provision of visual aids normal ear tests and provision of hearing aids
3. Treatment of children under 10 years of age in respect of Chicken Pox Diphtheria German Measles Mumps Scarlet Fever or Whooping Cough
4. Cosmetic Surgery and associated treatment
5. The first £200 of all admissible expenses incurred in respect of any one claim
6. Any operation of treatment pending at the time of inception of cover



## BASIS OF SETTLEMENT

Compensation will be paid in accordance with the following percentages subject to a maximum total of 100% of the Sum Insured in the aggregate.

### Percentage payment

1. Death	100%
2. Permanent Total Disablement	100%
3. Loss of Limb	100%
4. a Loss of Sight	100%
b Loss of Hearing	50%
c Loss of Hearing in one ear	10%
5. Permanent loss by physical separation of a one thumb	
i both phalanges	20%
ii one phalange	7%
b. one index finger	
i three phalanges	9%
ii two phalanges	6%
iii one phalanges	3%
c. one other finger	
i three phalanges	7%
ii two phalanges	5%
iii one phalanges	2%
d. one great toe	
i two phalanges	6%
ii one phalanges	3%
e. one other toe	
i three phalanges	3%
ii two phalanges	2%
iii one phalanges	1%

which the Member has survived for at least one (1) month

## LIMITATIONS

In respect of each Member:

1. this Section shall cease to be in force immediately after the occurrence of any Accidental Bodily Injury qualifying or payment under percentage payment 1, 2, 3 or 4a.
2. Weekly Compensation in respect of one or more Accidental Bodily Injuries occurring in any one period of Insurance will not be paid for more than 104 weeks in total.
3. Weekly Compensation will be paid at the end of each period of four (4) consecutive weeks disablement.
4. Weekly Compensation will not be paid for the first two (2) weeks of each period of Temporary Total disablement

## EXCLUSIONS

The Policy Exclusions apply to this Section.

In addition the Insurer will not be liable to make any payment in respect of injury or disablement of any Member

1. sustained whilst or consequent upon or contributed to directly or indirectly by the Insured Person engaging in
  - a. motor cycling (other than in respect of mopeds or scooters up to 50cc), hunting, winter sports (other than curling or skating), mountaineering or rock climbing (necessitating the use of ropes or guides), pot-holding, caving, any underwater activities involving the use of external breathing apparatus, armed or unarmed combat sports, riding or driving in any kind of race or endurance test (or practice therefore)
  - b. aviation other than as a passenger (not as a member of the crew nor for the purpose of undertaking any trade or technical operation) in a fully licensed passenger-carrying aircraft
  - c. any gainful occupation outside the Business.
2. arising as a consequence of the suicide, intentional self-injury or insanity of or the influence of alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a qualified medical practitioner but not for the treatment of drug addiction)
3. caused or contributed to directly or indirectly by
  - a. pregnancy or childbirth
  - b. sexually transmitted diseases
  - c. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused
4. arising from travel to or from or work on Offshore Installations
5. arising out of or consequent upon service in the Armed Forces of any Nation or International Authority or other such organisation

6. arising out of or consequent upon or contributed directly or indirectly by any member(s) committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind
7. arising out of Accidental Bodily Injury, death or disablement as a result of or contributed to by
  - a. sickness or disease
  - b. any naturally occurring condition or gradually operating cause.
8. Accumulation Limits

The Insurer's maximum liability for all accepted claims in total in respect of all Insured Persons involved in the same Loss shall not exceed the Aircraft Accumulation Limit, Event Accumulation Limit, Non-schedule Air Accumulation Limit or Contamination by Terrorism Accumulation Limit as applicable. Where the total of all individual claims exceeds the limit applicable the individual claim shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable in the Schedule.

9. as a result of any event directly or indirectly arising out of any nuclear, chemical or biological Contamination due to any act of Terrorism regardless or any other cause or any other event contributing at the same time or in any other sequence to such event.

For the purpose of this Exclusion:

**An act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Contamination** means contamination or poisoning of people by nuclear and/or biological substances which cause illness and/or disablement and/or death.

If the Insurer alleges that by reason of this Exclusion any loss, damage, cost or expense is not covered, the burden of proving the contrary shall be upon the Insured.

10. travel to a country or area that the Foreign Office Travel Advice Unit has advised against all travel unless agreed in writing by the Insurer.
11. any claim in excess of the Event Accumulation Limit, Non-scheduled Air Accumulation Limit, Aircraft Accumulation Limit whichever shall be the lower.
12. any claim in respect of any Benefit during the Excess Period

## CONDITIONS

The Policy Conditions 1-6 and 11-15 apply to this Section and in addition the following Section Conditions.

## 1. Claims

No claim will be paid unless the Insured and where applicable the Member complies strictly with these conditions:

- a. The Insured or the Member must give notice to the Insurer as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim under this Policy.
- b. The Insured or the Member must provided the Insurer with all information and evidence which the Insurer may reasonably require at no cost to the Insurer.
- c. The Insured or the Member must at the Insurer' s request provide a medical examination report in respect of any Accidental Bodily Injury where the insured requires the Insurer to consider a claim under this policy for which the Insurer will pay the cost of the medical examination fee.
- d. The insured must ensure that as soon as possible after the occurrence of any Accidental Bodily Injury the Member obtains and follows the advice of a registered medical practitioner.

The Insurer will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the Member' s failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.

- e. In the event of the Death of an the Member the Insurer will be entitled to have a post-mortem examination carried out at its expense.
- f. For the Insured to claim for Weekly Benefits under this policy the Member must have no other weekly benefits insurance in force except as declared to and accepted by the Insurer during the Period of Insurance.

## 2. Material Facts

The Insured shall give the Insurer notice in writing of any material alteration affecting the risk insured and of any variation in the Business, occupation or activities or the health of any Member. This Section shall continue in force until expiry of the current Period of Insurance notwithstanding any variation in the health of any Member during such period, but in the event of any other alteration or variation in the risk insured the Insurer shall not be liable to make any payment under this Section unless the Insurer has agreed in writing to maintain the Section in force following such alteration or variation.

3. The Maximum Sum Insured for Temporary Total Disablement should in no instance exceed 100% of the Member' s normal weekly wage. It is the duty of the insured and Member(s) to inform the Insurer if any claim payment does exceed these limits and payment will be proportionately reduced until these limits are not exceeded.

4. **Age Limitation** Unless otherwise agreed by the Insurer and specifically noted in this Section no person aged 65 or over at commencement of the Period of Insurance will be covered by this Section.

## 5. Disappearance

Death of any Insured Person shall not be assumed by reason of their disappearance. If after a reasonable period of time has elapsed the Insurer having examined all the evidence available has no reason to suppose other than that the Insured Person has sustained an accident during the operative Time of Cover resulting in their Death, the disappearance of such Insured Person shall be deemed to constitute Death by accident for the purposes of this Policy.

## SECTION 11 - MOBILE PLANT

The following Definitions apply to this Section in addition to the Policy Definitions.

### DEFINITIONS

#### MECHANICALLY PROPELLED PLANT

Self-propelled vehicles designed to be used solely as tool of trade the Insured' s premises or vehicles which are not licensed for road use and used solely as a tool of trade on the Insured' s premises and mechanical plant (excluding hand tools and any hand held portable power tools or their parts)

#### TERRITORIAL LIMITS

Gibraltar

#### INSURED PERSON

Insured or any partner director or permanent Employee of the Insured

#### TOOL(S)

Any hand tool or any hand held portable power tool or their parts (other than any Mechanically Propelled Plant) belonging to or hired or leased by any Insured Person for which they are legally responsible

### COVER

**The Insurer will indemnify the Insured against Damage to Mechanically Propelled Plant occurring during the Period of Insurance and within the Territorial Limits definition of this Section**

The Insurer will pay the value of such mechanically Propelled Plant or at its option replace, reinstate or make good the Damage.

### LIMIT OF INDEMNITY

The Insurer' s liability under this Section shall not exceed the Sum Insured in respect of any one Mechanically Propelled Plant and any one Period of Insurance in respect of Mechanically Propelled Plant.

### EXCLUSIONS

The Policy Exclusions apply to this Section and in addition the Insurer will not pay for:

1. the Excess
2. any consequential loss
3. any Damage by theft or attempted theft of Mechanically Propelled Plant

- a. by any insured person or persons employed by the insured
  - b. left unattended on any site or premises where the Insured or any Employee is carrying out work in connection with the Business unless stored in a securely locked building
  - c. elsewhere within the Territorial Limits unless stored in a securely locked building and agreed by Insurers.
4. any Damage caused by or arising out of wear and tear, corrosion, obsolescence, rust, mildew, wet or dry rot, frost or other deterioration, normal upkeep or making good depreciation, mechanical or electrical breakdown or derangement failures or breakages
  5. any Damage to any mechanically propelled vehicle or waterborne vessel or craft
  6. any Damage to cutting edges, cutting tools, trailing cables, flexible pipes, driving chains, conveyor belts, driving belts or articles of a brittle nature, unless caused by fire lightning or storm or the theft of a complete item
  7. unexplained disappearance or inventory shortage
  8. any Damage to rubber tyres by the application of brakes or by punctures, cuts or bursts

## SECTION 12 - INFIDELITY OF EMPLOYEES

The following Definitions apply to this Section in addition to the Policy Definitions.

### DEFINITIONS

#### ACTING IN COLLUSION

All circumstances where two or more Employees are concerned or implicated together or materially assist each other in committing the acts of Theft.

#### DATE OF ACCEPTANCE

1. the commencement date of the first Period of Insurance or
2. the date on which the Employee enters into a contract of service or apprenticeship with the Insured whichever is the latest.

#### EMPLOYEE

Any person

1. under a contract of service or apprenticeship with the Insured or
2. undergoing training under any Government approved training scheme under the control of the Insured in connection with the Business whilst in the service of the Insured
3. normally resident in the Territorial Limits unless otherwise agreed by the Insurer
4. who is a director of the Insured if such person
  - a. is also employed by the Insured under a contract of service and
  - b. controls no more than 5 per cent of the issued share capital of the Insured company or of any subsidiary of the Insured company
5. who is retired from full-time employment with the Insured who is working for the Insured as a consultant under the control or direction of the Insured.

#### ONE CLAIM

All acts of Theft throughout the continuation of this insurance (or any insurance issued in substitution therefor or for which this insurance is substituted) committed by one individual Employee or by two or more Employees Acting in Collusion.

#### TERRITORIAL LIMITS

Gibraltar



## **THEFT**

Any act of fraud or dishonesty by any Employee committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Employee to receive such gain other than salaries, fees, commission or other employee benefit earned in the normal course of employment.

## **COVER**

The Insurer will pay the Insured for direct loss of Money or goods belonging to the Insured or for which they are legally responsible caused by any act of Theft committed during the continuation of this Section by any Employee described in the Schedule under this Section and discovered no later than 24 months after

1. the termination of this Section
2. the termination of the insurance in respect of any Employee whichever occurs first.

## **BASIS OF SETTLEMENT**

The amount payable by the Insurer as indemnity to the Insured shall be the value of the Money or the goods at the time of the loss or at the Insurer' s option the replacement or reinstatement of such goods.

## **LIMIT OF INDEMNITY**

The liability of the Insurer under this Section

1. in respect of any One Claim
  - a. caused by one Employee shall not exceed the Limit of Indemnity stated in the Schedule applicable to that Employee
  - b. caused by two or more Employees Acting in Collusion shall not exceed the greater of the individual Limits of Indemnity stated in the Schedule applicable to the Employees involved
  - c. irrespective of the number of Periods of Insurance during which the insurance by this Section (and any insurance issued in substitution therefor) shall remain in force shall not exceed the Limit of Indemnity stated in the Schedule
2. in respect of any one Period of Insurance shall not exceed the Aggregate Limit of Indemnity stated in the Schedule.

## **EXTENSIONS**

### **1. Auditors Fees and Rewriting of System Records**

As a direct result of loss of Money or goods resulting in a valid claim under this Section the Insurer will also pay for

- a. auditors fees incurred with the Insurer' s written consent solely to substantiate the amount of the claim
- b. the reasonable cost of rewriting or amending the software, programs or systems where such rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems the subject of a claim for which liability is admitted under this Section

provided that the total liability of the Insurer including any amount payable under the provisions of this Extension shall not exceed the Limit of Indemnity.

## 2. Previous Insurance

If this insurance immediately supersedes an infidelity insurance effected by the Insured (the "Superseded Insurance") the Insurer will indemnify the Insured in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance if the loss is not recoverable thereunder solely because the period allowed for discovery has expired

Provided that

- a. such insurance had been continuously in force from the time of the loss until inception of this Section
- b. the loss would have been insured by this insurance had it been in force at the time of the loss
- c. the liability of the Insurer shall not exceed
  - i the amount recoverable under the insurance in force at the time of the loss or
  - ii the Limit of Indemnity under this insurance

whichever is the less

In any event the total liability of the Insurer in respect of any one claim continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the Limit of Indemnity applicable under this Section.

## EXCLUSIONS

The Policy Exclusions apply to this Section and in addition the Insurer will not pay for:

1. loss of interest or consequential loss of any kind.
2. loss caused by any act of any Employee committed prior to the Date of Acceptance applicable to that Employee.
3. loss where the Insured continues to entrust the defaulting Employee with money or goods after becoming aware of any material fact bearing on the honesty of the said Employee.
4. if there is any change in the nature of the Business unless such change is agreed by the Insurer in writing.
5. any unexplained shortages.
6. the Excess.

## CONDITIONS

The Policy Conditions apply to this section and in addition the following Section Conditions.

### 1. Cessation of Cover

Immediately following the discovery by the Insured of any act of Theft by an Employee all liability for further acts of Theft by that Employee shall cease.

## 2. Claims (Action by the Insured)

On the discovery of any act which may give rise to a claim the Insured shall

- a. notify the Insurer immediately
- b. notify the police authority immediately and take all practical steps to discover any guilty person and to trace and recover the money and goods
- c. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
- d. deliver to the Insurer at their own expense within thirty (30) days after such act, or such further time as the Insurer may allow:
  - i full information in writing of the Money or goods lost and of the amount of the loss
  - ii details of any other insurances on any Money or goods hereby insured
  - iii all such proofs and information relating to the claim as may be reasonably required
  - iv if demanded a statutory declaration of the truth of the claim and of any matters connected with it.

No claim under this Section shall be payable unless the terms of this Section condition have been complied with.

## 3. Non Contribution

If

- a. at the time of loss of Money or goods for which the Insured is legally responsible or
- b. at the time a claim arises for Money or goods for which the Insured is legally responsible

the Insured is, or would but for the existence of this insurance, be entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance, guarantee or fund had this insurance not been effected.

## 4. Employee's Money

Any Money of the Employee in the Insured's hands upon discovering of any loss and any Money which but for the Employee's theft would have been due to the Employee from the Insured shall be deducted from the amount of the loss before a claim is made under this insurance.

## 5. Recoveries of further monies

Any recoveries effected by the Insured less any costs incurred in recovery shall accrue

- a. in the event that the Insured's claim has exceeded the Limit of Indemnity firstly to the benefit of the Insured to reduce or extinguish the amount of the Insured's loss (but not in respect of the amount of the Excess)



- b. thereafter to the benefit of the Insurer to the extent of the claim paid or payable
- c. finally to the benefit of the Insured where Excess had been deducted from the claim.

## **6. Minimum Standards of Control**

It is a condition precedent to liability that the Insured must comply with the Minimum Standards of control below

- a. All Employees must be instructed as to their duties and responsibilities in respect of the Minimum Standards of Control and compliance enforced
- b. Money
  - i. Cash Receipts - Employees are required to pay in daily all cash and cheques received in the course of the Business. Money received must be paid over to the employer or banked.
  - ii. Cash and Petty Cash - cash in hand and petty cash must be checked independently of Employees responsible at least monthly and additionally without warning every six (6) months.
  - iii. Reconciliation - bank statements stamped bank paying in slips receipts counterfoils and vouchers must be checked at least monthly against cash book entries and the balance tested with cash and unrepresented cheques. This must be done independently of the Employee
    - 1. making the cash book entries
    - 2. signing cheques
    - 3. paying into the bank.
  - iv. "Cheques" signing - all cheques or other bank instruments drawn for more than £10,000 must be manually signed by two (2) authorised persons after the amount has been inserted and the Insured must have advised their bankers accordingly.
  - v. No cheque or instrument must be signed until one signatory has validated the requisition examined the supporting documentation and ensured the payee is a genuine client or creditor.
  - vi. Wages - wages and salary sheets must be checked independently of the Employees responsible for their preparation to insure that the amounts are correct and that no fictitious names have been included
- c. Stock
  - Stocktaking - there must be a physical check on all stock and materials held against verified stock records independently of Employees responsible at intervals of not more than twelve (12) months
- d. Computer Security
  - All computer operations and security precautions must have been vetted by professional auditors and any recommendations made fully complied with.

- ii All Employees with access to wage accounts or stock control functions must have a secure individual password to access the system which must be changed at least every six (6) months.
  - iii All computer media (disc tapes etc) in respect of wages accounts or stock control must be securely stored in locked cabinets when not in use by authorised Employees.
- e. Auditors  
The accounts of the Insured, including all subsidiary companies, must be examined by external auditors every twelve (12) months. All recommendations or alternative acceptable to the auditors must be implemented without delay.
- f. References  
The Insured must obtain satisfactory references to confirm the honesty of each Employee who will be responsible for Money, goods, accounts, computer operations or computer programming.

Such references must be obtained directly from former employers for the three years immediately preceding engagement and before the Employee is entrusted without supervision. Any gaps in service must be accounted for.

References need not be obtained in respect of Employees who have satisfactorily and continuously served the Insured for at least three years in another capacity before being entrusted with the duties referred to above.

In respect of Employees joining directly from School or Government sponsored youth training schemes one character reference shall be obtained.

A written report of any verbal reference shall be made at the time it is obtained. The original copy of each written reference and the record of any verbal reference shall be retained by the Insured and shall be made available for inspection by the Insurer upon request.

## **9. Termination of Service**

Upon the termination of service of any Employee the Insured shall take all reasonable precautions to prevent a loss as insured by this Section, including but not limited to:

- i the changing of all alarm and other security codes or passwords the Employee had or may have had knowledge of
- ii the deletion or invalidation of any access codes or passwords the Employee has to access computer or other systems.

## SECTION 13 - MOTOR TRADERS INTERNAL RISK

### COVER

#### 1. Damage to own vehicles

The Insurer will pay the Insured for damage to any motor vehicle (including its accessories and spare parts while thereon) belonging to or hired under a hire purchase agreement occurring in or on the premises and caused by accidental external and visible means.

We may at our option repair reinstate or replace such vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of damage.

#### Exclusions

The Insurer will not pay for

- a. the excess
- b. loss of use depreciation wear and tear mechanical or electrical breakdowns failures or breakages
- c. damage to tyres by application of brakes or by punctures cuts or bursts
- d. loss of or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

#### 2. Liability to Third Parties

The Insurer will indemnify the Insured against liability at law for damages and claimant' s costs and expenses and all costs and expenses incurred with our written consent in respect of

1. accidental death of or bodily injury to any person (other than a person in your service)
2. accidental damage to
  - a. any motor vehicle (including its accessories and spare parts while thereon) held in trust by you in your custody or control other than a motor vehicle belonging to you or any person in your employ
  - b. property not belonging to or held in trust by you or in your custody or control

as a result of an accident occurring

- i in or about the Premises or
- ii at any other premises at which you are performing Motor Trade work not being premises under your control through your negligence or any person in your service or acting on your behalf or by or through any defect in the premises or in the works machinery or plant therein

3. liability which devolves on you during the currency of this Policy by reason of any Defective Premises Legislation arising out of the ownership of motor Trade premises in the event of any such premises being disposed of by you prior or subsequent to the inception of this Policy provided that
  - a. such liability is not otherwise insured
  - b. we shall not be liable in respect of the costs incurred by anyone in removing rebuilding repairing rectifying or replacing any such premises disposed of by you

## EXCLUSIONS

The Insurer will not pay for

- a. the excess
- b. in respect of all loss damage injury or death directly or indirectly shall be deemed to be one occurrence irrespective of the length of time or number of periods of insurance over which such pollution or contamination occurs
  - i all pollution or contamination arising out of such incident shall be deemed to be one occurrence irrespective of the length of time or number of periods of insurance over which such pollution or contamination occurs
  - ii our liability for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance shall not exceed the amount of the Limited of Liability stated in the Schedule

For the purpose of this exclusion pollution or contamination shall be deemed to mean all pollution or contamination of buildings or other structures or of water or land or atmosphere.

We shall not be liable in respect of

- a. damage to property caused directly or indirectly by fire or explosion
- b. any consequence of theft or any attempted threat
- c. damage to property sustained whilst it is being worked upon and directly resulting from such work
- d. any defective workmanship
- e. death injury or damage caused by or through any demolition of or structural alteration or addition to the Premises or by or through the installation of any equipment
- f. death injury or damage caused by or through or in connection with the use by you of power driven cranes elevators lifts or hoists other than car hoists and cranes on breakdown vehicles
- g. any liability which attaches by virtue of an agreement but which would have attached in the absence of such agreement
- h. death injury or damage resulting from the driving of any motor vehicle

- i on a road or public highway within the meaning of the Road traffic Acts
- ii by you or any person in your service or acting on behalf of you elsewhere than in or on the Premises or at any other place at which you are performing Motor Trade work not being premises under your control
- i. damage caused to any motor vehicle or its accessories or spare parts held in trust by you or in your custody or control or the property of you by
  - i exposure to weather
  - ii storm tempest flood
- j. any accident injury loss damage or liability arising in connection with any aircraft or water-borne vessel which is your property or in your custody or control or being worked upon by you
- k. death of or bodily injury to or illness of any person caused by poisonous or foreign deleterious matter in food and drink

## LIMITS OF LIABILITY

The Insurer' s liability for all compensation payable in respect of

1. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
2. all Injury, loss or damage sustained by all claimants occurring during any one Period of Insurance and caused by and arising from Products

shall not exceed the Limit of Indemnity stated in the Schedule.

## SECTION 14 - COMPUTERS

The following Definitions apply to this Section in addition to the Policy Definitions.

### DEFINITIONS

#### TERRITORIAL LIMITS

Gibraltar

#### PREMISES

- a. Any building in the sole occupancy of the Insured or
- b. where the Insured is not the sole occupier the parts of the building occupied by them.

#### LOCATION

The addresses shown in the Schedule.

#### INSURED PROPERTY

Insured Property is limited to property belonging to the Insured or leased hired rented or licensed to the Insured.

#### COMPUTER EQUIPMENT

Equipment used for the electronic processing communication and storage of data consisting of

1. Installed Computer Equipment  
mainframes servers personal computers and other installed equipment including
  - a. fixed discs interconnecting wiring and telecommunications equipment
  - b. printers scanners and other peripheral computer equipmentsolely for use with other insured Installed Computer Equipment excluding equipment controlling any manufacturing process.
2. Portable Computer Equipment equipment that is designed to be carried on or by a person consisting of
  - a. laptops palmtops notebooks and tablet personal computers
  - b. personal digital assistants and smartphones
  - c. removable vehicle satellite navigation systems and digital cameras
  - d. printers projectors broadband modems and other devices which connect to other Portable computer Equipment

but excluding mobile devices where the sole or primary function of the item is to make/send and receive telephone calls and SMS messages.

## **AUXILIARY EQUIPMENT**

Auxiliary equipment solely for use with Computer Equipment comprising temperature and environmental control equipment power supply voltage regulation and protective devices.

## **COMPUTER MEDIA**

- a. data carrying materials of all types
- b. software programs or data.  
other than paper records or paper licences.

## **INDEMNITY PERIOD**

The period during which the additional expenditure is incurred beginning immediately following an Accident and continuing for a period on longer than the Indemnity Period shown in the Schedule.

## **ACCIDENT**

- a. Loss of or damage to Insured Property under Cover One or Two a of this Section
- b. The failure of any telecommunications system used in connection with the Insured Property caused by accidental physical damage occurring within the Territorial Limits.
- c. The accidental failure or fluctuation of the supply of electricity to the Insured Property.
- d. Denial of access to or use of the Insured Property by the Insured due to
  - i loss of or damage to other property at or in the vicinity of the Location shown in the Schedule or
  - ii the exercise by any public or Police authority of its powers for the sole purpose of safeguarding life or property.
- e. Corruption.

## **CORRUPTION**

Loss distortion corruption or erasure of software programs or data forming part of Computer Media.

## **VIRUS OR SIMILAR MECHANISM**

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not. This includes but is not limited to viruses Trojan horses worms and logic bombs.

## HACKING

Unauthorised access to any computer or other equipment or component or system or item whether part of the Insured Property or not which processes stores transmits or retrieves data.

## MAINTENANCE AGREEMENT

A maintenance rental hire or lease agreement providing at an inclusive cost on-call remedial maintenance with free repair or replacement in the event of breakdown arising out of normal use.

## COVER OPTIONS

### Cover One

Material Damage Loss of or damage to Computer Equipment or Auxiliary Equipment while at any Location shown in the Schedule within the Territorial Limits.

### Cover Two

#### Computer Media

- a. Loss of or damage to data carrying materials
- b. The cost necessarily and reasonably incurred by the Insured in
  - i recompilation of software programs or data from other records
  - ii repurchase of proprietary softwarefollowing Corruption

### Cover Three

Additional Expenditure Additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period to prevent or minimise interruption of or interference with the operations of the Business carried out by the Computer Equipment in consequence of an Accident which occurs during the Period of Insurance.

## LIMIT OF LIABILITY

The liability of the Insurers under this Section shall not exceed

- a. the Limit of Liability shown in the Schedule  
and in addition
- b. any amounts shown in the extensions

in respect of any one Accident or series of Accidents arising from one occurrence of loss or damage.

## **EXTENSIONS (Subject to the terms, limits, conditions and exclusions of this section and the Policy)**

### **1. Transit**

- a. Computer Equipment
- b. Auxiliary Equipment

insured under Cover One anywhere in Gibraltar.

Provided that the liability of the Insurers shall not exceed the limit stated on the Schedule.

### **2. Debris Removal**

The cost necessarily and reasonable incurred by the Insured in

- a. removing debris
- b. dismantling and/or demolishing
- c. shoring up propping and/or protecting

following damage insured by Cover One.

Provided that

- i this extension excludes any cost associated with complying with Waste Electrical and Electronic Equipment (WEEE) Regulations
- ii the liability of the Insured shall not exceed 10% of the sum insured.

### **3. Expediting Cost**

The cost necessarily and reasonably incurred by the Insured with the consent of the Insurers in making temporary repairs to and/or the expediting of the repair reinstatement or replacement of the Insured Property following loss or damage insured by this Policy.

Provided that the liability of the Insurers shall not exceed 50% of the normal repair costs.

### **4. Investigation Cost**

The cost (including the cost of consultants fees) incurred with the prior consent of the Insurers in conducting investigations and tests in respect of possible repair or replacement options following loss or damage insured by Cover One.

Provided that the liability of the Insurers shall not exceed 10% of the sum insured.



## 5. Additional Equipment

Additional items of Computer Equipment or Auxiliary Equipment

- a. belonging to the Insured or leased hired rented or licensed to the Insured
- b. on loan or trial for a continuous period not exceeding three months during the Period of Insurance.

Provided that

- i the value of equipment covered under this extension shall not exceed 25% (twenty five percent) of the amount shown in the Schedule under Cover One.
- ii so far as the Insured is aware the additional equipment is free from any material defect
- iii the value of the equipment is included in the next declaration in accordance with Special Condition 2.

## 6. Damage to Security Devices

The cost incurred in repairing or replacing

- a. security devices for the physical protection of the Computer Equipment
- b. any table desk or trolley or other working surface to which entrapment devices and lockdown plates have been secured

lost or damage by theft or attempted theft insured under Cover One of this Section

Provided that

- i the liability of the Insurers shall not exceed 10% of the Cover One Limit of Liability
- ii the security devices were installed as a measure taken to directly protect the Insured Property.

## 7. Security Guard Cost

The additional cost incurred in employing temporary professional security guards following an insured loss at a Location by theft or malicious damage (including arson) under Cover One of this Section.

Provided that

- a. the agreement of the Insurers has been obtained for employment of security guards for more than four days
- b. the Insurers are satisfied that the employment of guards is necessary solely for the protection of Insured Property
- c. the liability of the Insurers shall not exceed 10% of the sum insured under Cover One.

## 8. Additional Lease or Rental Cost

The cost of additional lease or rental charges arising out of the replacement of a lease or rental agreement in respect of the Computer Equipment by a new agreement for similar equipment in consequence of loss or damage insured under Cover One.

Provided that

- a. the period in respect of which additional charges shall be paid shall commence immediately after the occurrence of loss or damage and shall end not more than two years later or on expiry of the original agreement whichever is earlier and
- b. the liability of the Insurers shall not exceed 10% of the sum insured.

## 9. Avoidance of Impending Damage

The cost incurred by the Insured in taking exceptional measures that are reasonable to avoid or reduce impending loss or damage which would have resulted in a claim under this Policy.

Provided that

- a. the impending loss or damage did not arise from any defect in the Insured Property
- b. the impending loss or damage did not arise from a reasonably foreseeable cause
- c. the loss or damage would have been the natural outcome to be expected in the absence of the measures taken
- d. the liability of the Insurers shall not exceed the cost which would have been incurred had the measures not been taken and loss or damage insured by this Section had occurred.

## 10. Accountants Fees

Professional accountants fees necessarily and reasonably incurred by the Insured for producing particulars and any other proofs information or evidence required by the Insurers in connection with additional expenditure for which indemnity is provided under Cover Three and certifying that the particulars and details are in accordance with the Insured' s books of accounts or other business books.

Provided that the liability of the Insurers shall not exceed 10% of the sum insured under Cover Three.

## 11. Incompatibility of Computer Media

The cost of

- a. modification of Computer Equipment or
- b. the replacement restoration or recompilation of Computer Media

whichever is the lesser cost to achieve compatibility in the event that the indemnifiable loss of or damage to computer Equipment has resulted in undamaged Computer Media being unavoidably incompatible with replacement equipment.

Provided that the liability of the Insurers shall not exceed 10% of the sum insured.

## 12. Research and Development Cost

The cost of re-writing any data processing research or development project (including the cost of recollection of data and digital images that do not exist in other records) following an Accident insured under Cover Two to the stage reached immediately prior to the Occurrence of the Accident but excluding any benefit to the Insured which would have been obtained from the completion of the project had the Accident not occurred.

Provided that

- a. the liability of the Insurers shall not exceed 20% (twenty percent) of the Cover Two Limit of Liability or £25,000 whichever is less
- b. Special Condition 1 of this Section is complied with in full.

## 13. Payments on Account

Payments are agreed between the Insured and the Insurers in advance of final settlement of a claim under this Policy where the Insurers have admitted liability.

## 14. Recharging of Gas Reservoirs

The cost of recharging gas reservoirs installed solely for the protection of the Insured Property following accidental discharge.

Provided that the liability of the Insurers shall not exceed 10% of the sum insured under Cover One.

## 15. Waste Disposal cost

The cost necessarily and reasonably incurred with the consent of the Insurers in complying with The Waste Electrical and Electronic Equipment (WEEE) Regulations following loss or damage insured under Cover One.

Provided that

- a. the Insurers are satisfied that the Insured is liable for the cost of disposal
- b. the Insured provided a copy of the certificate evidencing disposal
- c. the Insurers consent has been gained to dispose of the Computer Equipment or Auxiliary Equipment
- d. the liability of the Insurers for the cost of disposal shall not exceed 10% of the sum insured under Cover One.

## REINSTATEMENT

The amount payable under Cover One of this Section shall be the cost of reinstatement of Insured Property lost or damaged to its condition when new

Provided that

- a. reinstatement shall mean
  - i. replacement of any item lost or damaged beyond repair by new property of equal performance and/or capacity or if this is not possible its replacement by new property having the nearest higher performance and/or capacity to the item lost or damaged or
  - ii. repair of any item otherwise damaged
- b. reinstatement shall be carried out without delay and in the most economical manner
- c. where any Insured Property is damaged or lost in part only the liability of the Insurers shall not exceed the cost of reinstatement had it been wholly lost
- d. no payment shall be made until reinstatement has been carried out
- e. the amount payable under this clause shall not exceed the new replacement value of the Insured Property lost or damaged
- f. if reinstatement is not carried out the amount payable shall be the cost of indemnifying the Insured provided that such cost does not exceed the cost of reinstatement.

## EXCLUSIONS

The Policy Exclusions apply to this Section and in addition the Insurer will not pay for:

### 1. Excess

The amount stated in the Schedule as the Excess in respect of each and every occurrence for which the Insured is indemnified by this Policy.

### 2. Breakdown or Derangement

Loss of or damage to any item of Installed Computer Equipment (other than desk top personal computers) and Auxiliary Equipment caused by its own breakdown or derangement unless is in force a Maintenance Agreement.

### 3. Exclusion Period If No Maintenance or Other Agreement

Additional expenditure incurred during the first 48 hours following the occurrence of an Accident to any item of Insured Property for which a Maintenance Agreement is not in force.

### 4. Guarantee or Maintenance Agreement

Loss or damage recoverable under any guarantee or Maintenance Agreement.

## 5. Electricity Supply

Additional expenditure in consequence of a failure or fluctuation of the supply of electricity directly or indirectly due to

- a. a deliberate act not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b. a scheme of rationing not necessitated by accidental damage to the generating or supply distribution equipment
- c. the inability of the supplier to maintain the supply system due to industrial action.

## 6. Telecommunications Systems

Additional expenditure in consequence of a failure of any telecommunications system directly or indirectly due to

- a. the use by the Insured of equipment which is not approved by the telecommunications supplier
- b. failure of any satellite before it has obtained its full operating function or when it is in or past the final year of its design life
- c. atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- d. the deliberate act of any telecommunications supplier to withhold or restrict operation of the system or the inability of the supplier to maintain the system due to industrial action.

## 7. Unproven Software

Any cost incurred in consequence of the use by the Insured of software programs on which development has not been finalised or which has not passed all testing procedures and has not been successfully proven.

## 8. Incorrect Storage of Computer Media

Cost incurred in consequence of the failure of the Insured to comply with the manufacturers' recommendations relating to the storage of Computer Media.

## 9. Time Limitation

Additional expenditure commencing more than 12 months after the date on which the Accident occurred.

## 10. Wear and Tear or gradual Deterioration

The cost of rectification of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation.

## 11. Value of Data

The value to the Insured of data stored on Insured Property.

## 12. Property in Unattended Vehicle

Loss damage cost or additional expenditure due to theft or attempted theft while the Insured Property is in an unattended vehicle unless

- a. the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened
- b. the vehicle is in a locked garage or compound overnight
- c. the Insured Property is concealed from view
  - i. in a locked boot or covered luggage compartment in a motor car or

This Policy does not cover

- ii. in an enclosed luggage area of a van or lorry
- d. any alarm system fitted to the vehicle is activated.

## 13. Programming Errors or Design defects

The cost of rectifying programming errors or design defects in software and any additional expenditure in consequence of such errors or defects.

This Exclusion shall not apply to additional expenditure consequent on corruption of other software caused by programming errors or design defects in any proprietary software.

## 14. Inventory Losses or Unidentifiable Occurrence

Loss of the Insured Property cost or any additional expenditure in consequence of

- a. disappearance or shortage only revealed when an inventory is made or
- b. the Insured Property being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Conditions including reporting the matter to the Police.

## 15. Other Consequential Loss

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or any other form of consequential loss or damage not specifically provided for in this Policy.

## 16. Scratching

Scratching of painted or polished surfaces unless accompanied by other indemnifiable damage to the item.

## **SPECIAL CONDITIONS**

The Policy Conditions apply to this Section in addition to the following Special Conditions:

### **1. Duplicate Records**

The Insured shall

- a. back up data records and update the records no less frequently than once every seven days
- b. where possible maintain up to date duplicate copies of software programs
- c. store back up data records and up to date duplicate software programs away from the building where the original software programs and data is held
- d. observe the manufacturer' s and/or supplier' s recommendations for the storage verification and security of Computer Media.

### **2. Declaration**

At expiry of each Period of Insurance the Insured shall supply details of

- a. the new replacement value of
  - i Installed Computer Equipment
  - ii Portable Computer Equipment
  - iii Auxiliary Equipment
- b. the total cost of replacement of recompilation of Computer Media
- c. Locations where Insured Property will be situated.

## SECTION 15 - MACHINERY BREAKDOWN

The following Definitions apply to this Section in addition to the Policy Definitions.

### DEFINITIONS

#### TERRITORIAL LIMITS

Gibraltar

#### INSURED PROPERTY

All plant and machinery (or as more specifically described in the Schedule) owned by or leased to the Insured at the Location and ready for use in connection with the Business.

Insured Property shall not include

- a. foundations masonry brickwork chimneys or refractory linings
- b. materials being processed by or contained in the Insured Property
- c. office machinery computers or other electronic data processing equipment
- d. plant or machinery which is prototype experimental or untried
- e. plant machinery pipes or cables situated underground

unless specifically described in the Schedule.

#### PRESSURE PLANT

- a. boiler plant
- b. plant subject to internal steam pressure
- c. plant used to contain fluids under pressure or vacuum

forming part of the Insured Property.

#### SCHEDULE

The Policy Schedule and Plant Schedule forming part of the Policy.

#### BREAKDOWN

- a. the actual breaking distortion or burning out of any part of the Insured Property while in use arising from mechanical or electrical defects in the Insured property causing sudden stoppage
- b. fracturing of any item of the Insured Property by frost

which necessitates repair or replacement before it can resume normal working.

## EXPLOSION

The sudden and violent rending of the Pressure Plant by force of internal fluid pressure (other than pressure of chemical action or ignition of the contents or of ignited flue gases) causing bodily displacement of any part of the Pressure Plant together with forcible ejection of the contents.

## COLLAPSE

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Pressure Plant caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignition of the contents or of ignited flue gases).

## COVER OPTIONS

The Insurer will pay the Insured for

### Cover One

#### Sudden and unforeseen damage

Sudden and unforeseen damage (including Breakdown Explosion and Collapse and defined) to the Insured Property occurring during the period of Insurance at any Location specified in the Schedule within the territorial Limits.

### Cover Two

#### Own Surrounding Property (Pressure Plant)

Damage to property belonging to or held by the Insured in their care custody or control directly consequent upon and solely due to damage to Pressure Plant insured by cover Option One.

## LIMIT OF LIABILITY

The liability of the Insurers under this Section shall not exceed

### a. Cover One

Limit of Liability shown in the Schedule

### b. Cover Two

Limit of Liability shown in the Schedule

And in addition

### c. any amount shown in the Extensions

in respect of any one accident or series of accidents arising from one occurrence of loss or damage.

## **EXTENSIONS (Subject to the terms, limits, conditions and exclusions of this Section and the Policy)**

### **1. Additional Plant**

Additional items of plant and machinery of the same class or type as insured under this Policy following completion of successful testing and commissioning and where required statutory inspection and certification.

Provided that so far as the Insured is aware the plant and machinery is free from any material defect.

### **2. Temporary Removal**

Loss of or damage to the Insured Property occurring within the Territorial Limits or while it is

- a. temporarily located at any other premises or
- b. in transit

for the purposes of repair service or maintenance.

Loss or damage arising from fire or fire extinguishing fluid explosion lightning earthquake storm tempest flood inundation water aircraft or other aerial devices or articles dropped therefrom theft or attempted theft shall not be excluded while the Insured Property is in transit.

Provided that the total liability of the Insurers under this Policy for loss of or damage to Insured Property which is in transit or temporarily located at other premises shall not exceed the limit of liability stated in the schedule.

### **3. Debris Removal**

The cost necessarily and reasonably incurred by the Insured with the consent of the Insurers in the removal of Insured Property following damage insured by this policy.

Provided that the total liability of the Insurers for the cost of rectification of damage and the removal of Insured Property shall not exceed the Limit of Liability stated in the Schedule.

### **4. Additional Cost**

Necessary and reasonable cost incurred by the Insured following damage insured by this Policy

- a. in effecting a temporary repair or expediting a permanent repair.

Provided that the liability of the Insured shall not exceed 50% of the normal repair cost.

- b. in respect of increased cost of working incurred to prevent or minimise interruption to the business in consequence of the damage excluding the cost incurred in the 48 hours immediately following the occurrence of the damage



Provided that the liability of the Insurers shall not exceed 10% of the sum insured.

## **5. Claims Preparation Cost**

Necessary and reasonable cost incurred in producing and certifying any particulars of details required by the Insurers in connection with and event for which liability has been accepted but limited to

- a. additional cost incurred by employees of the Insured.
- b. additional fees charged by the usual auditors of the Insured
- c. the cost of materials used in furnishing the requirements of the Insured

Provided that the liability of the Insurers shall not exceed 10% of the sum insured.

## **6. Avoidance of Impending Damage**

The cost incurred by the Insured in taking exceptional measures that are reasonable to avoid or reduce impending loss or damage which would have resulted in a claim under this Policy.

Provided that

- a. the impending damage did not arise from any defect in the Insured Property
- b. the impending damage did not arise from a reasonably foreseeable cause
- c. the damage would have been the natural outcome to be expected in the absence of the measures taken
- d. the insurers are satisfied that damage which would have been insured under this Policy has been avoided or reduced in consequence of the measures taken
- e. the liability of the Insurers shall not exceed the cost which would have been incurred had the measures not been taken and damage insured by this Section has occurred.

## **7. Payments on Account**

Payment as agreed between the Insured and the Insurers in advance of final settlement of a claim under this Policy where the Insurers have admitted liability.

## **8. Hired in Plant**

The legal liability of the Insured under the terms of their hiring agreement or otherwise to pay

- a. compensation for loss of or damage to Hired Plant while at or while in transit (other than by sea or air) to and from any Location specified in the Schedule and
- b. continuing hire charges as a result of loss of damage to Hired in Plant for which indemnity is provided by a above.

In addition the Insurers will pay all legal expenses for which the Insured may become liable where legal proceedings have been defended with the written consent of the Insurers.

Hired in Plant means plant or machinery with a replacement value not more than hired by the Insured by not plant on the hire purchase or subject to a lease agreement or on free loan.

Provided that

- a. the terms of any hiring agreement shall be no more onerous than the Model Conditions for the hiring of plant approved by the construction Plant-hire Association
- b. where the hire charges paid during the Period of Insurance exceed £2,000 the Insured shall declare the hire charges paid and shall pay the additional premium requested by the Insurers
- c. the liability of the Insurers under this Extension shall not exceed 10% of the sum insured under this Section.

Exclusion 2 does not apply to this extension of cover.

## **9. Fuel Storage Tanks Loss of Contents**

- a. loss of the contents of and
- b. the cost incurred by the Insured in cleaning up the spilled or leaked contents from

Fuel Storage Tanks insured by this Policy directly and solely due to sudden and unforeseen damage for which indemnity is provided by this policy.

Provided that

- a. the liability of the Insurers under this extension shall not exceed 10% of the sum insured in connection with any one occurrence regardless of the number or amount of claims resulting from the occurrence
- b. the value of the contents does not exceed 10% of the sum insured.

This Extension does not cover

- a. loss of contents by evaporation seepage contamination or any form of trade loss
- b. the cost of releveling Fuel Storage Tanks unless resulting from sudden and unforeseen damage insured by this Policy
- c. the cost of cleaning up any spillage or leakage in area outside the boundaries of the Insured' s premises or to other property not belonging to the Insured
- d. damage by or in consequence of the process of cleaning up the Fuel Storage Tanks
- e. liability for cleaning up or making good any pollution or contamination of the water table Fuel or any water course or property of any party other than the Insured.

## Definition

For the purposes of this Extension Fuel Storage Tanks shall mean tanks (or similar containers) designed and used to store oil and other fossil fuels or liquid propane gas.

## 10. Claims Investigation Cost

Necessary and reasonable cost (including the cost of consultants fees) incurred in conducting investigations and tests in respect of possible repair or replacement options following damage insured by this Policy

Provided that

- a. the liability of the Insurers under this Extension shall not exceed 10% of the sum insured in connection with any one occurrence regardless of the number or amount of claims resulting from the occurrence
- b. the prior consent of the Insurers has been obtained.

## REINSTATEMENT AND PUBLIC AUTHORITIES

In the event of damage to:

Insured Property and/or

Other Property damaged by Explosion of Pressure Plant

for which liability is accepted the basis on which the amount payable is to be calculated shall be the reinstatement of the Insured Property or Other Property.

Reinstatement shall mean

- a. where the Insured Property or Other Property is destroyed
  - i if a building the rebuilding of the property
  - ii if not a building its replacement by similar plant or property

in either case to a condition equal to but not better or more extensive than its condition when new

- b. where the Insured Property or Other Property is damaged the repair of the damaged portion to a condition substantially the same as but not better or more extensive than its condition when new
- c. additional work solely necessary to comply with European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any municipal or local authority.

Provided that

1. the liability of the Insurers shall not exceed the Limits of Liability under this Policy
2. where the Insured Property or Other Property is damaged or destroyed in part only the liability of the Insurers shall not exceed the amount which would have been payable had the Insured Property or Other Property been totally destroyed.



3. where the parts necessary for repair of Insured Property or Other property are not available at manufacturers listed prices the Insurers shall be liable to pay for the cost of an equivalent repair to similar property for which parts are available at manufacturers listed prices
4. no payment beyond that which would have been payable if this clause had not been included shall be made
  - i unless the work of reinstatement is commenced carried out without unnecessary delay or
  - ii if at the time of any loss or damage the Insured Property or Other Property shall be covered by any other insurance effected by or on behalf of the Insured which is not on a reinstatement basis
5. the Insurers shall not be liable for the cost incurred in complying with any of the legislation or regulations under c
  - i in respect of damage occurring prior to the introduction of this clause
  - ii under which notice has been served on the insured Prior to the happening of the damage
  - iii in respect of undamaged property
  - iv in respect of any tax duty development of other charge which may be payable for compliance with any regulations
6. where the Insured Property is
  - i used for the generation of electricity (other than standby reciprocating engine and generator sets up to one mega watt per set)
  - ii glass lined vessels (other than spray lined boilers)
  - iii mainly used or installed outdoors (other than Insured Property used in connection with supplying utilities and other similar services)

the basis of settlement will be indemnity and no payment beyond that which would have been payable if this clause had not been included shall be made.

Where by reason of the above provisions no payment is to be made beyond the amount which would have been payable if this clause had not been incorporated the rights and liabilities of the Insurers and the Insured in respect of the destruction or damage shall be subject to the terms of this Policy as if this clause had not been incorporated.

### **Definition**

Other Property means property belonging to the Insured or for which they are responsible but not Insured Property or anything sold supplied processed serviced or manufactured or stored in the course of the trade or business of the insured.

## EXCLUSIONS

The Policy Exclusions apply to this Section and in addition the Insurer will not pay for:

### 1. Excess

The amount stated in the Schedule as the Excess in respect of each and every occurrence for which the Insured is indemnified by this policy.

### 2. Perils

Loss or damage by

- a. fire however caused
- b. fire extinguishing fluid
- c. explosion other than specifically insured by this Policy
- d. lightning earthquake storm tempest flood inundation water aircraft or other aerial devices or articles dropped therefrom
- e. subsidence or other ground movement or displacement
- f. theft or attempted theft
- g. riot strike lockout and civil commotion.

### 3. Maintenance faulty Workmanship or Application of Tools

The cost of

- a. maintenance
- b. rectification of faulty workmanship occurring during the execution of repairs

but not damage resulting from a or b unless otherwise excluded

- c. damage by direct application of tools.

### 4. Wear And Tear or Gradual Deterioration

The cost of rectification of

- a. inevitable wear and tear erosion corrosion or other deterioration caused by or naturally resulting from ordinary work use or exposure
- b. gradually developing flaws or fractures which do not necessitate immediate stoppage

but not damage insured by this Policy resulting from a or b unless otherwise excluded.

## 5. Excluded Parts and Components

Cutters bits tools moulds dies heating elements driving belts and chains and similar items that require periodic replacement.

If as a result of other damage insured by this policy these items are damaged beyond repair then the Insurers shall indemnify the Insured for any remaining residual value.

## 6. Safety or Protective Devices

Damage to safety or protective devices by their functioning.

## 7. Multiple Lifting Operations

Damage arising during any lifting or lowering operation in which a load is shared between two or more machines unless the prior consent of the Insurers has been obtained.

## 8. Vessels Craft Vehicles devices Rigs or Platforms

Loss of or damage to any

- a. vessel craft vehicle or device designed to float on in or travel under or through water air or space
- b. marine rig or marine platform
- c. equipment mounted on and fixed to such vessel craft vehicle device rig or platform.

## 9. Other Consequential Loss

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any form of consequential loss not specifically insured by this Policy.

## 10. Installation or Removal

Damage to any item of Insured property arising during

- a. its initial installation erection its final removal
- b. its final testing or commissioning.

## 11. Overloading or Abnormal conditions

Damage to any item of Insured property caused by or arising from the imposition of abnormal conditions deliberate overloading or overload testing.

## 12. Scratching

Scratching of painted or polished surfaces unless accompanied by other indemnifiable damage to the item.

## **SPECIAL CONDITIONS**

The Policy Conditions apply to this Section and in addition the following Special Conditions.

### **1. Maintenance**

- a. The insured machines shall be maintained in good working order.
- b. The insured machines shall not be overloaded.
- c. All Government or other regulations relating to the condition or inspection of such machines shall be observed.
- d. The Insured shall at their own expense arrange for a contract to be in place providing for approved and competent specialists to thoroughly examine the insured machines at intervals of not more than six months and shall forward to the company copies of the reports on request.

## SECTION 16 - TERRORISM

The following Definitions apply to this Section in addition to the Policy Definitions.

### DEFINITIONS

#### ACT OF TERRORISM

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

#### EVENT

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

#### TERRITORIAL LIMITS

Gibraltar

#### COVER

- a. This Policy
- or
- b. where the Cover by this Policy is limited to the Terrorism Insurance Section only, the policy or policies specified in the Terrorism Section of the Schedule to this Policy.

#### PROPERTY INSURED

Property as detailed in the Schedule to any General Policy Cover but excluding

1. property insured under a
  - a. Marine, Aviation or Transit policy
  - b. Motor Insurance policy
  - c. Road Risks Section of a Motor Trade Policy
  - d. reinsurance policy or agreement

whether such policy or agreement includes cover for an Act of Terrorism or not

2. any land or building which is insured in the name of an individual and is occupied by that individual and is occupied by that individual for residential purposes, unless

- a. insured under the same policy as the remainder of the building which is not a private residence
  - b. the building is a block of flats
3. any Nuclear Installation or Nuclear Reactor.

## **DAMAGE**

Loss or destruction of or damage to Property Insured.

## **CONSEQUENTIAL LOSS**

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

## **NUCLEAR INSTALLATION**

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed for or adapted for

1. the production or use of atomic energy
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
3. the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

## **NUCLEAR REACTOR**

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

## **VIRUS OR SIMILAR MECHANISM**

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs.

## **HACKING**

Unauthorised access to any computer or other equipment or system or item which processes, stores, transmits or retrieves data, whether the property of the Insured or not.



## **DENIAL OF SERVICE ATTACK**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system of network weaknesses, and the generation of excess or non-genuine traffic between and amongst networks.

## **COVER**

The Insurer will pay the Insured for

- a. Damage, or
- b. Consequential Loss

occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits

Provided always that the insurance by this Section

- a. is not subject to the General Exclusions of the General Policy Cover
- b. is subject otherwise to all the terms and conditions of the General Policy Cover except where expressly varied within the Section
- c. is subject to a maximum Period of Insurance of 12 months from the Effective Date or any Subsequent renewal Date of this Policy

Any subsequent period of cover of 12 months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that

- i no subsequent Period of Insurance by this Section shall extend beyond the next renewal Date of this Policy
- ii the renewal premium due in respect of this Section has been received by the Insurer
- d. is not subject to any Long term Undertaking applying to the General Policy Cover
- e. is not subject to any terms in the General Policy Cover which provide for adjustments of premium.

## **BASIS OF SETTLEMENT**

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any General Policy Cover in respect of Damage or Consequential Loss.

The most the Insurer will pay for any one Event is

- a. the Total Sum Insured, or
- b. for each item its individual Sum Insured, or
- c. any other limit of liability

in the General Policy Cover, whichever is the less, except where the liability of the Insurer exceeds the Total Sum Insured, or for each item its individual Sum Insured, or any other limit of liability in the General Policy Cover, where such excess is solely in respect of any cover Extension as provided for in the General Policy Cover.

## EXCLUSIONS

The Policy Exclusions apply to this Section and in addition the Insurer will not pay for:

### 1. Digital and Cyber risk Exclusion

Any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

Damage 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, where such Damage is caused by Virus or Similar Mechanism of Hacking or Denial of Service Attack.

or

Consequential Loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

### 2. Riot, Civil Commotion and War

Any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

### 3. Radio Active Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons

Any losses directly or indirectly caused by or arising from:

- a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d. The radioactive, toxic explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, Medical, scientific, or other similar peaceful purposes.
- e. Any chemical, biological, bio-chemical or electromagnetic weapon.

#### 4. Territorial Limits

Any losses whatsoever arising directly or indirectly from any cover or extension of Premises provided by the General Policy Cover to locations outside the Territorial Limits.

#### CONDITIONS

The Policy Conditions apply to this Section and in addition the following Section Condition.

##### 1. Burden of Proof

In any action suit or other proceedings where the Insurer alleges that any damage or loss resulting from damage is not covered by the General Policy Cover, the burden of proving that such damage or loss is covered shall be upon the Insured.

#### POLICY CONDITIONS

Applicable to the Policy unless stated to the contrary under the conditions in the Sections

##### 1. Conditions Precedent to Liability

Every condition stated as a condition precedent that applies to this Policy (whether a Policy, Section or special condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this Policy. Failure to comply with any such condition precedent shall be a bar to any claim.

##### 2. Policy Voidable

This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

##### 3. Reasonable Precautions

The Insured shall take all reasonable care

- a. to prevent accidents and any injury or Damage
- b. to observe and comply with statutory or local authority laws obligations and requirements
- c. in the selection and supervision of employees
- d. to maintain the Buildings, Contents and everything used in the Business in efficient and safe working order
- e. to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

##### 4. Observance of Policy Terms

The liability of the Insurer will be conditional on the insured complying and appropriate any other person entitled to indemnity complying as though they were the Insured with the terms of this Policy.

## 5. Claims - Action by the Insured

The Insured shall in the event of any injury, Damage or consequential loss as a result of which a claim is or may be made under this Policy or any Section of it, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding,

- a. notify the Insurer within thirty (30) days, or within seven (7) days in the case of Damage or consequential loss by riot, civil commotion, strikers, locked-out workers, Persons taking party in labour disturbances, malicious persons or theft, or such further time as the Insurer may allow
- b. notify the Insurer immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, Damage or consequential loss which may form the subject of a claim under this policy
- c. notify the police as soon as it becomes evident that any Damage has been caused by theft or malicious persons
- d. pass immediately, and unacknowledged, any letter of claim to the Insurer
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, Damage or consequential loss for as long as the Insurer may reasonably require
- g. furnish with all reasonable despatch at the Insured' s expense
  - i such further particulars and information as the Insurer may reasonably require
  - ii if required, a statutory declaration of the truth of the claim
  - iii details of any other insurances covering the subject matter of the claim under this Policy and any matters connected with it
- h. make available at the Insured' s expense any documents required by the Insurer with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Insurer
- j. allow the Insurer in the name of and on behalf of the Insured to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with the Insurer for that purpose.

No claim under this Policy shall be payable unless the terms of this Policy condition have been complied with and any payment on account of a claim already made shall be repaid to the Insurer.

## 6. Claims - The Rights of the Insurer

In respect of Damage for which a claim is made, the Insurer and any person authorised by the Insurer may without incurring any liability or diminishing any of the Insurer' s rights in respect of the cover under this Policy, enter premises where such Damage has occurred, and take possession of or require to be delivered to the Insured any Property Insured, and to deal with such Property for all reasonable purposes and in any reasonable manner.

No Property may be abandoned to the Insurer, whether taken possession of by the Insurer or not.

The Insurer will not pay for any claim unless the terms of this Policy Condition have been complied with.

## **7. Options for Claims Settlement**

- a. The Insurer may at their option repair reinstate or replace what is lost or damaged or pay for the loss or damage in money.

If any Insured Property is to be reinstated or replaced by the Insurer the Insured shall at their own expense provide all plans documents books and information as may reasonably be required.

The Insurer shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner.

- b. The Insurer shall not be liable for the cost of any repairs undertaken without their written consent except in urgent cases where it has been necessary to put minor repairs in hand provided that
  - i the requirements of Claims Conditions 1 and 5 have been complied with and
  - ii the repairs are carried out to the satisfaction of the Insurers.

- c. Where loss or damage is confined to a part of a machine or structure the Insurers shall be liable for the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible.
- d. The Insured shall not be entitled to abandon any property to the Insurers whether taken into the possession of the Insurers or not.

## 8. Cancellation

Insured's cancellation Rights The Insured has the right to cancel the cover within fourteen (14) days' from the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period"). The Insured should exercise this right by contacting their insurance adviser or by writing to the Argus office which issued the Policy.

If the Insured does exercise their right to cancel during the "cooling off period", they will be entitled to a return of premium. Any return of premium will be calculated on a proportionate basis, less an administration charge of £25 to cover operational costs. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the Insured does not exercise their right to cancel during the "cooling off period", the Policy premium becomes due, they may not be entitled to a refund of premium and the Policy may run for its full term.

If the "cooling off period" has expired, the Insured may cancel the Policy during the Period of Insurance by giving fourteen (14) days' notice in writing to their insurance adviser or by writing to the Argus office which issued the policy. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance they will be entitled to a proportionate return of the premium paid, less an administration charge of £25 to cover operational costs. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

## The Insurer's Cancellation Rights

The Insurer may cancel this Policy by giving the Insured fourteen (14) days' notice in writing sent to their last known address. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured may be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the Premium for the Policy is paid by instalments, please refer to the instalment agreement for details on the cancellation procedure that will apply.

## 9. Declarations

Where the premium is a deposit and has been calculated on estimates supplied by the Insured they shall keep an accurate record of information on matters for which estimates have been given.

This record shall be supplied to the Insurer within one month following the expiry of the Period of Insurance to enable the adjustment of premium to be calculated.

## 10. Adjustment of Premium

If the premium calculated on the basis agreed between the Insurer and the Insured on the declarations made for the Period of Insurance exceeds or falls short of the deposit then the Insured shall pay or the Insurer shall refund the difference subject to the minimum premium retention shown in the Schedule or if no amount is shown in the Schedule 75% (seventy five percent) of the deposit premium.

## 11. Fraud

If the Insured or anyone acting on behalf of the Insured makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this Policy shall be void and the Insured will forfeit all rights under the Policy. In such circumstances, the Insurer retains the right to keep the premium and to recover any sums paid by way of benefit under the Policy.

## 12. Subrogation

Any claimant under this Policy shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or companies (Gibraltar) Order current at the time of the Damage.

## 13. Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted by the Insurer), such difference shall be referred to an arbitrator to be appointed by the Insured and the Insurer in accordance with statutory provisions. Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.

## 14. Law Applicable and Jurisdiction

Unless agreed otherwise by the Insurer:

- a. the language of the Policy and all communications relation to it will be English; and,
- b. all aspects of the Policy including negotiation and performance are subject to Gibraltar law and the decisions of Gibraltar courts.

## 15. Rights of Parties

A person or company who was not a party to this Policy has no right (Rights of Third Parties) to enforce any term of the policy but this does not affect any right or remedy of the third party which exists or is available.

## 16. Non Invalidation

This Policy shall not be invalidated by

- a. any act or omission or by any alteration unknown to or beyond the control of the Insured by which the risk of damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission or alteration
- b. workmen on the Premises carrying out repairs, general maintenance work or minor structural or other alterations.

## 17. Discharge of Liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims

- a. the Limit of Indemnity, or
- b. the Sum Insured, or
- c. a lesser amount for which such claim or claims can be settled after deduction of any sums already paid and less the amount of any Excess.

The Insurer will not make any further payment in respect of such claim or claims except for costs and expenses which the Insurer has already agreed to bear and which were incurred prior to such payment.

## 18. Protections

The Insured must

- a. ensure that all security protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by the Insurer shall be in full operation securing the Premises whenever the Premises are closed for business or Unoccupied.
- b. remove all keys including duplicate keys relative to the security of the Business from the Premises except from any part of the Premises within which the Insured or an authorised keyholder resides when the Premises are closed for business or Unoccupied.

## 19. Fire Precautions

In respect of fire extinguishing appliances within the Premises the Insured must

- a. inspect the appliances in accordance with the manufacturer/installers instructions for the purpose of ascertaining that they are in all respects
- b. maintain during the currency of this Policy a maintenance contract providing for an annual inspection with an installer or supplier of approved equipment
- c. ensure that all fire break doors and shutters are kept closed except during working hours and are maintained in efficient working order

and to remedy promptly any defect whether disclosed by such inspection(s) or otherwise.



## 20. Intruder Alarm

It is a condition precedent to liability that where the Premises or part of the Premises are protected by an Intruder alarm installation

- a. such Intruder Alarm Installation
  - i must not be altered or amended in any way unless such amendment or alteration has been approved in writing by Argus
  - ii must be maintained under contract with the installers or as otherwise approved in writing by Argus
- b. all keys to the Intruder Alarm Installation must be removed from the premises when the Premises are unattended.
- c. the Insured must
  - i maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes shall be left on the Premises when the Premises are unattended
  - ii where a remote signalling alarm is required, immediately notify the Insurer on receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced
  - iii appoint at least two 2 keyholders and, where a remote signalling alarm is required, lodge written details (which must be kept up to date) with the alarm company and the alarm receiving centre
- d. in the event of notification of
  - i any alarm fault
  - ii activation of the Intruder Alarm Installation
  - iii interruption of the means to transmit or receive signals to or from the Intruder Alarm Installation during any period that the Intruder Alarm Installation is set

a keyholder must attend the Premises as soon as possible

- e. the Premises must not be left without at least one Responsible Person in attendance without the agreement of the Insurer
    - i unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
    - ii where the police have withdrawn their response to
1. an alarm activation (where the Intruder Alarm Installation does not include confirmed alarm activation technology)
  2. a confirmed alarm activation where the Intruder Alarm includes confirmed alarm activation technology.

For the purposes of this condition the following definitions apply:

' Intruder Alarm Installation' shall include all the component parts detailed in the alarm specification and include the devices used to transmit or receive signals.

' Keyholder' shall mean the Insured or any person or keyholding company authorised by the Insured who

1. is available at all times to
  - i accept notification of faults or alarm signals relating to the Intruder Alarm Installation
  - ii attend and allow access to the Premises
2. has been fully trained in the operation of the Intruder Alarm Installation including but not limited to the setting/unsetting of the installation.

' Responsible Person' shall mean a person authorised by the Insured to be responsible for the security of the Premises

## **21. Unoccupied Buildings**

It is a condition precedent in respect of any Unoccupied Buildings that

- a. mains services shall be switched off and the water system drained unless
  - i electricity is needed to maintain any fire or intruder alarm system in operation
  - ii mains services are needed to maintain any sprinkler system(s) in full working order. In these circumstances heating must be maintained at a minimum temperature of five (5) degrees centigrade.
- b. the Buildings shall be inspected thoroughly both internally and externally at least weekly by the Insured or employees of the Insured and
  - i a record maintained of such inspections
  - ii all defects in security and maintenance are rectified immediately
- c. accumulations of combustible materials shall be removed during inspection
- d. the Buildings shall comply with the security level requirements stated on the Schedule and be secured against unlawful entry including the setting of all security locking and other security mechanisms in operation

The Insurer shall also have the right to vary the terms or cancel cover where appropriate.

## **22. Waste Condition**

The Insured must ensure that

- a. all combustible trade refuse shall be removed from the buildings at the end of each working day
- b. all waste or refuse outside the buildings is stored in



- i non-combustible closed lidded containers or
- ii waste containers kept at least ten (10) metres from any building or other property

and removed from the Premises when the containers are full.

### **23. Stillage conditions**

Contents and Stock which are moveable in any basement or cellar must be raised at least ten (10) centimetres above the floor.

### **24. Smoking condition**

It is a condition precedent to liability that the Insured will

- a. enforce a no smoking policy at the Premises which complies with current legislation
- b. only allow smoking in clearly marked, specifically designated smoking areas, which comply with current legislation
- c. in all designated smoking areas, provide metal receptacles with metal lids, for the safe disposal of waste smoking materials
- d. ensure that waste smoking materials, when being removed from the designated smoking areas, are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the Premises.

### **25. Change of Risk**

This insurance shall cease to be in force if there is any alteration in the Business or at the Premises which increases the risk of injury or Damage, unless such alteration is agreed in writing by the Insurer.

### **26. Other Insurances**

If at the time of any Damage there is any other insurance covering such incidents, the Insurer will only pay their rateable proportion of such loss.

### **27. Survey and Risk Improvement condition**

If this Policy has been issued or renewed subject to the Insurer completing a survey or surveys of the Premises or of any other location(s) as specified by the Insurer, then pending completion of such survey(s) Cover is provided by the Insurer on the terms, conditions, provisions, exclusions and limits as specified in the Policy and in the sections of the Policy.

In the event that a survey should show that a risk or any part of it is not satisfactory in the opinion of the insurer, then the Insurer reserves the right to either

- a. alter the premium or terms and conditions of the Cover, or
- b. suspend or cancel Cover

- i from the date Cover was inception or renewed, or
- ii for any other period specified by the Insurer

It is a condition precedent to the liability of the Insurer that the Insured must comply with all survey risk improvements required by the Insurer within completion time scales specified by the Insurer. In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scale specified by the Insurer, then the Insurer reserves the right to either

1. continue Cover subject to alteration of the terms and conditions of such Cover, or
2. suspend or cancel Cover effective
  - a. from the date Cover was inception or renewed or
  - b. from the expiry of any time period specified by the Insurer for completion/introduction of the required survey risk improvements, or
  - c. for any other period specified by the Insurer

If the terms or conditions of Cover are amended by the Insurer, then the Insured will have fourteen (14) days to accept or reject the revised basis of Cover.

If the Insured elect to reject the revised basis of cover, then the Insured may be entitled to a refund of premium (subject to an administration charge) provided that no claim has been made during the current Period of Insurance.

If the Insurer exercises the right to suspend or cancel Cover, the Insured may be entitled to a refund of premium in respect of such period that Cover is suspended or for any period beyond the effective date from which Cover is cancelled, provided that no claim has been made during the current Period of Insurance.

Except in so far as they are expressly varied by this condition, all of the terms, conditions, provisions, exclusions and limits of the Policy and of the Sections of the Policy shall continue to apply until the Insurer advises otherwise.

To the extent that this condition conflicts with any other cancellation condition, this condition shall prevail.

## **POLICY EXCLUSIONS**

The following Policy Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

The Policy does not cover

### **1. Territorial Limits**

Damage, injury or liability arising out of any occurrence outside Gibraltar, except where stated to the contrary.

## 2. War

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 3. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a and b do not apply to Section 3 - Employers Liability

## 4. Sonic Bangs

Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## 5. Pollution or Contamination

Loss, destruction or damage caused by or resulting from pollution or contamination except such loss or destruction of or damage to the Property Insured or, if applicable, loss resulting from loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business caused by

- a. pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood bursting, overflowing, discharging or leaking of water tanks, water apparatus or water pipes, sprinkler leakage or impact by any road vehicle or animal, always provided that such peril is insured by this Policy
- b. any of the perils listed in 5a above which itself results from pollution or contamination.

## 6. Changes In Water Table Level

Damage attributable solely to changes in the water table level.

## 7. Cyber

- a. This policy excludes all loss, damage, liability, claim cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - i any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System.
  - ii any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
- b. Any other Cyber Loss regardless of any other cause or event contributing concurrently shall not be recoverable and nor shall any amount pertaining to the value of such Data, be recoverable or be considered as physical loss or damage for the purposes of this exclusion.

### Definitions

**Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

## 8. Computer Date Exclusion

Damage or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

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



but in respect of Section 1 Property Damage only the insurance will pay for any subsequent Damage which is not otherwise excluded and which itself results from events 1 to 8 of Section 1 Property Damage.

## 9. Excess

Any Excess

## 10. Terrorism

Loss or destruction or damage or consequential loss of whatsoever nature, 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 such Act of Terrorism
- ii any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

The above an act of terrorism (Terrorism) means:- An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In any action suit or other proceedings where the Insurer alleges that by reason of this exclusion any by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in force and effect.

## 11. Fungus, Mildew and mould Exclusion

- i a. any loss or damage consisting of or caused directly or indirectly, in whole or in part, by any ' Fungi' of ' Spores' .

Notwithstanding the foregoing, this exclusion will not apply if such loss, damage, claim, cost, expense or other sum related to insured property results directly from or is directly caused by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, smoke, windstorm or hail leakage from fire protective equipment, earthquake, tsunami, flood, freeze or weight of snow and not otherwise excluded; and

- b. the cost of expense for testing, monitoring, evaluating or assessing of ' Fungi' or ' Spores'

Losses arising from ' Fungi' or ' Spores' shall not in and of themselves constitute an event for the purpose of this Agreement.

For the purpose of this exclusion, the following definitions are added:

' Fungi' includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising therefrom or from any



' Spores' includes, but is not limited to one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any ' fungi' .

- ii a. any liability, loss, cost or expense arising out of, resulting from, caused by, contributed to, or in any way related to the existence, inhalation or exposure to any ' fungus/fungi' and/or ' spores' , or
- b. any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation: on, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any ' fungus/fungi' and/or ' spores' : or
- c. any obligation to share with or repay any person, organisation or entity, related in any way to items 1 and 2 above, regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the injury or damage.

For purposes of this exclusion, the following definitions apply:

' Fungus/fungi' includes but is not limited to, any form or type of mould, mildew, mushroom, yeast or biocontaminant.

' Spore(s)' includes, but is not limited to, any substance produced by, emanating from or arising out of any ' fungus/fungi' .

## **12. Electromagnetic Fields (' EMF' ) Exclusion**

Any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

## **13. Genetically Modified Organisms (' GMOS' ) Exclusion**

Any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused by, or contributed to by Genetically Modified Organisms (' GMOs' )

For purposes of this exclusion the term Genetically Modified Organisms (' GMOs' ) shall mean and include:

- i organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change
- ii every biological or molecular unit with self replication potential, or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

## **14. Asbestos Exclusion**

Liability from Asbestos, in accordance with the following Asbestos Exclusion Clause:

Liability arising out of mining, processing, manufacturing, distributing and/or storage of pure asbestos and/or products made entirely or mainly of asbestos, or out of the use of products made entirely or mainly of asbestos

## 15. Communicable Disease

- a. This policy excludes all actual or alleged loss of any kind, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, loss of value, loss of use, or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of a Communicable Disease.
- b. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, loss of value, loss of use, or any other amount, includes, but is not limited to, any cost to contain, suppress, clean-up, detoxify, disinfect, decontaminate, remove, repair, replace, recall, inspect, assess, monitor or test:
  - i for a Communicable Disease; or
  - ii any property insured hereunder that is affected or is feared to have been affected by such Communicable Disease.
- c. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - i the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - ii the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - iii the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage, and
  - iv the disease, substance or agent can cause or threaten damage to, deterioration of, loss of value of, marketability of, denial of access to, or loss or use of property insured hereunder.
  - v be it any epidemic or pandemic disease declared by the World Health Organisation or any other competent authority as a public health emergency of international concern.

This exclusion shall prevail and shall override anything contained in the Policy inconsistent herewith and will apply regardless of any otherwise covered cause, event or peril contributing concurrently or in any other sequence to the loss.



**Argus Insurance Company (Europe) Limited**

Unit G.04 West One, Europort Road, Gibraltar

Telephone: (+350) 200 79520 Fax: (+350) 200 70942, E-mail: [enquiries@argus.gi](mailto:enquiries@argus.gi)

A wholly-owned subsidiary of Argus Group Holdings Limited Bermuda - [www.argus.bm](http://www.argus.bm)  
Registered in Gibraltar No 1862 - Regulated by the Financial Services Commission