



THE HORTICULTURAL SCHEME

For Garden Centres, Growers and Horticultural Nurseries

Whereas the Insured described and carrying on or engaged in the business or profession stated in the Schedule hereto and no other for the purpose of this Insurance has made to certain Underwriters at Lloyd's (hereinafter referred to as "The Underwriters") a proposal and declaration for Insurance upon which The Underwriters have relied in entering into the contract as evidenced by this Document, and has paid the premium stated in the Schedule as consideration for such Insurance.

Now this Document witnessed that Insurance in accordance with the terms, exceptions and conditions herein contained or endorsed hereon has been effected with certain Underwriters at Lloyd's London whose names and proportions underwritten by them, which will be supplied on application, appear on a written form of Authority and bearing the Seal of Lloyd's policy Signing Office which empowers B.I.B. Underwriters Ltd to issue this Document as evidence of the Insurance so effected.

JOINT CERTIFICATES

Under sections 2 and 3 of this insurance 100% of the cover is provided by "certain underwriters at Lloyd's" please refer to your schedule for the agreement number. Cover under the remaining sections is insured 100% by "certain underwriters at Lloyd's" please refer to your schedule for the agreement number.

SEVERAL LIABILITY NOTICE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

SIGNED

A handwritten signature in blue ink, appearing to read 'S. P. R...' with a long horizontal flourish underneath.

B.I.B. Underwriters Ltd is authorised and regulated by the Financial Conduct Authority. Firm Ref: 309398

Underwriters at Lloyd's are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Certificate, Schedule and these Sections and all operative Endorsements shall be read as one contract and subject to any specific definitions contained in any section any word or expression which has been defined shall have that definition wherever it may appear. Any Section stated to be "Not Insured" in the Schedule shall be inoperative.

The Insured should examine this document and if any error be found return it immediately for correction.

GENERAL CONDITIONS

1. **Non-Disclosure**
Without prejudice to the Underwriters other rights this insurance shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material fact
2. **Fraud**
If any claim is in any respect fraudulent or if any fraudulent means be used by the Insured or anyone acting on his behalf to obtain any benefit under this insurance or if any Damage or Injury is caused by the wilful act or neglect or with the connivance of the Insured all benefit under this insurance shall be forfeited
3. **Arbitration**
If any difference shall arise as to the amount to be paid under this Insurance (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Underwriters
4. **Observance**
The observance and fulfilment of the Terms, Conditions and Exceptions of this Insurance by the Insured insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Underwriters to make any payment under any Section of this Insurance
5. **Cancellation**
Any Section of this insurance may be cancelled by the Underwriters at any time by seven days notice by registered letter to the Insured's last known address and in such event the Underwriters will return in respect of the unexpired period a pro rata portion of the premium attributable to that Section, provided there has been no claim in the Period of Insurance
6. **Precautions**
The Insured shall
 - a) comply with all statutory or local authority laws obligations or requirements
 - b) take reasonable care in the selection and supervision of Employees
 - c) maintain all motor vehicles in an efficient and roadworthy condition and all other Property Insured in sound repair
 - d) take and cause to be taken all reasonable precautions to prevent Loss Damage or Injury
7. **Adjustment**
If any part of the premium is calculated on estimates the Insured shall advise the Underwriters within one month from the expiry of each Period of Insurance such details as the Underwriters may require whereupon the premium for the relevant Period of Insurance shall be adjusted subject to any minimum premium
8. **Alteration**
This Insurance shall be avoided if
 - a) the business be wound up or carried on by a liquidator or receiver or permanently discontinued or
 - b) the Insured's interest ceases otherwise than by death or
 - c) the risk of Damage or Injury is increased or
 - d) there is any material alteration to the Property Insured or Business or any material change in the facts stated in the proposal or other facts supplied to the Underwriters unless accepted by the Underwriters in writing
9. **Insurance Premium Tax**
Where appropriate the Government Insurance Premium Tax has been charged on all Sections of this Insurance and the amount so levied is shown in the Schedule at the rate applicable
10. **E.U. Disclosure Clause (UK)**
The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

11. **Complaints Procedure**

Any enquiry or complaint should in the first instance be addressed to your Broker.

If you are unable to resolve the matter and want to make a formal complaint, you can do so at any time by referring the matter to

Lloyd's Policyholder & Market Assistance team at

Email: complaints@lloyds.com

Telephone: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

Address: Policyholder & Market Assistance, Market Services, One Lime Street, London EC3M 7HA:

Details of Lloyd's complaints procedures are set out in a leaflet 'Your Complaint – How We Can Help' available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to

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

These procedures do not affect your right to take legal action if necessary.

12. **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13. **Data Protection Act**

It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

GENERAL EXCEPTIONS

This insurance does not cover

1. Nuclear Risk

a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to or arising from

i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

ii) the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. Sonic Bang

Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

3. War

Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

This exception does not apply to liability in respect of Injury to Employees

4. Marine Policies

Damage to property which at the time of the happening of the Damage is insured by or would be but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Insurance not been effected

5. Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by

i) pollution or contamination which itself results from any Insured Peril

ii) any Insured Peril which itself results from pollution or contamination

6. Terrorism - Applicable to all sections except Employers Liability, Public Liability and Products Liability

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

7. **Terrorism - Applicable only to Section 2 – Employers Liability**

The Liability of the Underwriters under this insurance for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from Terrorism as defined above.

For the purpose of this endorsement 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.

If the underwriters allege that by reason of this Exclusion any liability is not covered by this Insurance the burden of proving to the contrary shall be upon the Insured

8. **Terrorism - Applicable only to Section 3 – Public Liability and Products Liability**

For the purpose of this endorsement 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.

If the underwriters allege that by reason of this Exclusion any liability is not covered by this Insurance the burden of proving to the contrary shall be upon the Insured

9. **Northern Ireland overriding exclusion applicable to insurances relating to property in Northern Ireland other than private dwellings**

Notwithstanding anything in this insurance or in any extensions thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this Insurance does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

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

Note - "Unlawful association" means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

"Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the Underwriters allege that by reason of the provisions of this endorsement any loss, destruction or damage is not covered by this insurance the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

This overriding exclusion applies to this Insurance and to any extensions thereof, whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

10. **Date Recognition Clause - Liability**

It is hereby understood and agreed that this Insurance does not indemnify the insured against any liability for claims, costs or expenses, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, microprocessor, integrated circuit or similar device in computer equipment, other equipment or Product, whether the property of the Insured or not, nor
- b) any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, microprocessor, integrated circuit or similar device in computer equipment, other equipment or Product, whether the property of the Insured or not, nor
- c) any advice, design, specification, formula or service the Insured provided or failed to provide in connection with a) and b) above.

Subject otherwise to the terms, exceptions & conditions of this insurance.

11. **Date Recognition Exclusion Clause - All Risks – Material Damage and Business Interruption**

This insurance excludes damage or consequential loss or costs and expenses relating thereto directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.

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

This Insurance also excludes damage or consequential loss or bodily injury or costs and expenses relating thereto directly or indirectly caused by or arising from any changes to or modification involving the date change to the year 2000, or any date change including leap year calculations.

12. **Asbestos – Material Damage applies to Section 1 & 4 - 12**

This Insurance only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

Fire, Lightning, Explosion, Aircraft, Riot or Civil Commotion, Earthquake, Subterranean Fire, Storm or Flood, Escape of Water, Impact, Sprinkler Leakage, Subsidence.

This coverage is subject to all limitations in the insurance to which this endorsement is attached and in addition to each of the following specific limitations:

The said building or structure must be insured under this Insurance for damage by a Listed Peril.

The Listed Peril must be the immediate sole cause of the damage to the asbestos.

The Insured must report to the Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However this Insurance does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the Period of Insurance.

This Insurance shall provide no cover (whether for physical damage, business interruption, delay of repair or other consequential loss) in respect of:

wear and tear or inherent defect, quality or vice in or of any asbestos;

any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment, management, repair, replacement or removal of any asbestos (damaged or otherwise); or

any asbestos which the Listed Peril has not physically damaged.

Except as set forth in the foregoing Part A of this endorsement, this Insurance does not insure asbestos or any interest relating thereto.

13. **Asbestos**

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

CLAIMS CONDITIONS

1. In the event of a Claim

In the first instance, you should contact your Insurance Broker who will provide a claim form for completion and advise you how to proceed.

If you are unable to contact your insurance broker please contact BIB Underwriters Limited's Claims Team at the address shown on the Schedule.

Tel. No. 01325 254400. Fax No. 01325 253967.

2. Conduct

- a) The Underwriters are entitled to take over and conduct the defence or settlement of any claim at their discretion
- b) Every letter claim writ or other document relating to any accident claim or proceedings must be sent to the Underwriters immediately unacknowledged
- c) No admission of liability or promise of payment may be made without the Underwriters written consent

3. Contribution and Average

- a) If Damage under this Insurance is covered by any other insurance the Underwriters liability shall be limited to its rateable proportion of such damage
- b) If any such other insurance shall be subject to any condition of Average this Insurance if not already subject to any condition of Average shall be subject to Average in like manner
- c) If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Insurance either in whole or in part or from contributing proportionately to the Damage the liability of the Underwriters shall be limited to that proportion of the Damage which the sum insured under this Insurance bears to the value of the property

4. Subrogation

Any claimant under this Insurance shall at the request and expense of the Underwriters take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Underwriters

5. Value Added Tax

- i) To the extent that the Insured is accountable to the Tax Authorities for Value Added Tax all Terms in Insurance shall be exclusive of such Tax
- ii) For the purpose of this condition any adjustment implemented in Current Cost Accounting shall be disregarded

6. Reinstate/Replace

The Underwriters may at their own option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner. The Insured shall at their own expense produce and provide the Underwriters with all such plans documents books and information as the Underwriters may reasonably require.

7. Underwriters Rights

On the happening of any Damage or Injury in respect of which a claim is made the Underwriters and any person authorised by them may

- a) enter take or keep possession of the premises where such Damage has occurred
- b) take possession of or require to be delivered to them the Property Insured

for all reasonable purposes and in any reasonable manner without incurring any liability or diminishing any of the Underwriters rights under this Insurance

No property may be abandoned to the Underwriters whether taken possession of by the Underwriters or not

8. **Other Interests**

The names of any parties not detailed in this Insurance who have an interest in any of the Property Insured shall be declared by the Insured to the Underwriters at the time of any loss.

9. **Agency Status**

In the event of a claim BIB Underwriters Limited acts as an agent of Underwriters and not the insured.

SECTION 1 - PROPERTY (Buildings and Contents)

A. COVER

The Underwriters will indemnify the Insured against loss of or damage to the Property described in the Schedule to this Section and

- a) Reasonable costs and expenses necessarily incurred in removing debris, dismantling, site clearance, propping or shoring
- b) The cost of Professional fees necessarily incurred in reinstatement of the Property other than such fees for preparing any claim
- c) Additional costs in reinstating the Property necessarily incurred in order to comply with Statutory Building or other Regulations or with Bylaws of any Municipal or Local Authority

caused by an Insured Peril which takes place during the Period of Insurance

B. EXTENSIONS

1. If the Insured enters into a contract to sell a Building the purchaser who completes the sale shall have the benefit of the Insurance until the date of completion of the contract provided the Building is not otherwise insured
2. The sum insured in respect of any Property shall not be reduced by the amount of any loss
3. The insurance includes in respect of each additional item of Property or additions or extensions to existing Property for an additional amount not exceeding 25% of the Total Sum Insured on all Property at each Location

But only in so far as such property is not otherwise insured by or on behalf of the Insured it being understood that this extension does not include appreciation in value

The Insured will give particulars of such Additions or Extensions to Property at each renewal and pay the appropriate premium from the date of such renewal, following which the provisions of this extension are fully reinstated

4. The Insurance by this Section shall not be invalidated by any act or neglect or any alteration whereby the risk of loss destruction or damage is increased by any cause unknown to or beyond the control of the insured provided that the insured immediately they become aware of this shall give notice to the Underwriters and pay any additional premium if required
5. The rights of any Mortgagee hereunder shall not be prejudiced by any act of the Mortgagor or Occupier of any Building insured hereunder provided the Mortgagee shall immediately on becoming aware thereof give notice in writing to the Underwriters and shall pay such reasonable additional premium as may be required
6. The insurance by each item relating to Buildings extends to include expenses necessarily incurred by the Insured with the consent of the Underwriters in cleaning and/or clearing drains sewers or gutters the property of the Insured or for which they are responsible following destruction or damage to the Property Insured hereunder by any Peril hereby insured against
7. For the purpose of determining where necessary the column or heading under which any Property is insured the Underwriters agree to accept the designation under which such property has been entered in the Insured's books
8. The insurance extends to include any property insured hereby whilst temporarily removed to any other premises market, show ground or sale within the Territorial Limits and whilst in transit provided that the sum insured by the relevant item is reduced by the value of the Property so removed and only insofar as such Property is not otherwise insured
9. All Property insured by this Section is extended to include Property not belonging to the Insured whilst in the Insured's custody or control or for which he is responsible and within the Territorial Limits
10. The Underwriters will in addition to the amount payable indemnify the Insured if as a consequence of the use of explosives on the occasion of any theft the Premises are damaged by paying an amount up to £10,000 per premises in any one Period of Insurance in respect of such damage provided that such damage is not otherwise insured.

11. The Underwriters will indemnify the Insured against damage to fixed glass and framework forming part of the Premises provided that such damage

- a) has arisen as a result of or in connection with theft or attempted theft as defined
- b) is the responsibility of the Insured
- c) is not otherwise insured

The Underwriters will also pay the reasonable cost of boarding up as a result of such damage.

12. The Underwriters will in addition to the Amount Payable indemnify the Insured for an amount not exceeding £500 incurred as a result of the necessary replacement of locks at the premises following the loss of keys pertaining to the Premises or to any safe or strongroom therein by theft involving entry or exit by forcible and violent means from the Premises or the home of any director partner or authorised employee provided that if such keys relate to a safe they shall not be left on the Premises overnight unless such Premises are occupied by the Insured or an authorised employee of the Insured in which case such keys or combination lock details if left on the Premises shall be deposited in a secured place not in the vicinity of the safe(s)

C. EXCLUSIONS

1. Loss or damage occasioned by or happening through confiscation or destruction or requisition by order of the Government or any Public Authority
2. Loss or damage by frost, subsidence, landslip, heave or changes in the water table level
3. Loss or damage by Storm Tempest or Flood to gates or fences and damage to any Building which is not maintained in a good state of repair
4. Loss or damage to buildings caused by water discharged or leaking from an installation of automatic sprinklers
5. Theft not involving forcible or violent entry to or exit from the premises/buildings
6. Loss destruction or damage as a result of theft or attempted theft by, or in collusion with, any member of the Insured's family, business staff or domestic servants or any other person lawfully on the premises
7. Loss or damage resulting from theft or attempted theft from any motor vehicle which has been left unattended unless such vehicle has been securely locked and the keys removed from the vehicle
8. Unexplained or inventory shortage
9. Unexplained disappearance
10. Bonds Bills of Exchange Promissory Notes money or securities for money coins or stamps
11. The first amount of each and every loss as stated below after the application of any Condition of Average
 - a) Fire (inc smoke), Lightning, Explosion, Aircraft, Earthquake: Nil excess
 - b) Riot, Strikes, Civil commotion, Malicious Damage: £500
 - c) Bursting or Overflowing of tanks, apparatus or pipes: £500
 - d) Impact: £500
 - e) Theft: £500 (or as otherwise described in the schedule)
 - f) In respect of all loss or damage by Storm, Tempest, Flood (Hail and Weight of Snow) £500 (if insured) unless stated as otherwise in the schedule in respect of Glass Houses, or Property in the open,
12. In respect of COVER a) the Underwriters will not pay for any costs or expenses
 - a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site

b) arising from pollution or contamination of property not insured by this Section

13. In respect of COVER c) the amount recoverable shall not include

a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws

i) in respect of destruction occurring prior to granting of this cover

ii) in respect of loss or damage not insured by this Section

iii) under which notice has been served upon the Insured prior to the happening of the loss or damage

iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Section) of that portion of property destroyed or damaged

b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen

c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws

14. Consequential loss or damage of any kind or description except of rent when such loss or damage is expressly included in the cover by way of specific endorsement

D. CLAIMS PROCEDURE

On the happening of any event which could give rise to a claim under this Section the Insured shall:

1. immediately notify the Police in the case of loss or damage by Theft or Malicious Damage
2. give immediate notice in writing to the Underwriters and at his own expense submit a claim in writing within 30 days together with such detailed proof and particulars as may reasonably be required

E. BASIS OF SETTLEMENT

'BUILDINGS'

In the event of the Building insured being destroyed or damaged the basis upon which the amount payable is to be calculated shall be

EITHER - Basis of Settlement 1

The cost of erecting a modern building providing comparable facilities to the existing structure at the time of the destruction or the amount of the damage but not exceeding the cost of a modern building providing such comparable facilities or the Sum Insured shown in the Schedule (whichever is the less)

OR - Basis of Settlement 2

The reinstatement of the Building destroyed or damaged

For the purpose of this option "reinstatement" shall mean the carrying out of the aforementioned work:

- a) where property is destroyed the rebuilding of the property by similar property in a condition equal to but not better or more extensive than its condition when new
- b) where the property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new and subject to the Sum Insured as shown in the Schedule

CONTENTS/STOCK

In respect of horticultural produce, plants shrubs and growing crops the Underwriters will pay the Value of the Property at the time of its destruction or the amount of its damage.

In respect of all other Property the Underwriters will pay the cost of reinstatement being:

- a) where the Property is destroyed the cost of its replacement by similar Property
- b) where the property is damaged the cost of repairing or restoring damaged portions to a condition substantially the same as but not better or more extensive than its condition when new

including costs as defined in COVER a) and b)

F. CONDITIONS

BUILDINGS

- 1. Condition of Average - Modern Replacement
Applicable to Basis of Settlement 1

If at the time of any loss or damage to the Buildings the Sum Insured on the relevant item in the Schedule is less than the value, which shall be calculated in accordance with the Basis of Settlement, the amount otherwise payable shall be proportionately reduced.

- 2. Condition of Average - Reinstatement
Applicable to Basis of Settlement 2

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against then the Insured shall be considered as being their own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole property and shall bear a rateable proportion of the loss accordingly

- 3. **Reinstatement Provisions**

Where the Insured chooses Basis of Settlement 2 (Reinstatement) for the settlement of any claim the following Provisions shall apply

- a) the work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Underwriters not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount which would have been payable under this Section if this provision had not been incorporated shall be made.
- b) where any property is damaged or destroyed in part only the liability of the Underwriters shall not exceed the sum insured representing the cost which the Underwriters could have been called upon to pay for reinstatement if such property had been wholly destroyed
- c) no payment beyond the amount which would have been payable under this Section if this option had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred
- d) no payment beyond the amount which would have been payable under this Section if this option had not been incorporated shall be made if at the time of any destruction of or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein
- e) where by reason of any of the above Provisions no payment is to be made beyond the amount which would have been payable under the Section if this option had not been incorporated the rights and liabilities of the Underwriters and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of this Insurance including any Condition of Average therein as if this option had not been incorporated therein

4. Plan references if any stated on the Schedule relate to the Plan(s) lodged with the Underwriters

CONTENTS/STOCK

Condition of Average

If at the time of any loss or damage to any Property, Equipment, Stock, Fixtures & Fittings (unless otherwise insured), Horticultural produce, plants, shrubs and growing crops the Sum Insured on the relative item is less than 75% of the value of such property the amount otherwise payable shall be proportionately reduced.

G. DEFINITIONS

INSURED

The Insured named in the Schedule and the Insured's personal legal representatives in the event of his death

INSURED PERILS

(Perils covered as indicated on the Schedule to this Section)

1. a) Fire (whether resulting from explosion or otherwise) subterranean fire and spontaneous combustion
- b) Lightning
- c) Explosion
- d) Aircraft and other aerial devices or anything dropped from them
- e) Earthquake
- f) Smoke excluding smoke caused by any gradually operating cause
2. a) Theft or attempted theft (Buildings only)
- b) Riot, Civil Commotion, Labour and Political Disturbances, Strikers and Malicious Damage
3. a) Leakage, Bursting or Overflowing of water, fuel or liquid fertiliser tanks apparatus or pipes
- b) Defective oil vaporisation of any fixed oil burning heating appliance
- c) Impact with the Building from any cause
4. Storm Tempest or Flood (including Hail and Weight of snow)
5. a) Theft or attempted theft (all other property other than Buildings covered by peril 2 a) above)
or
- b) Actual or threatened assault or violence or use of force at the Premises against the Insured or any director partner or employee of the Insured or any other person lawfully on the Premises

PROPERTY SHALL MEAN: -

BUILDINGS

Buildings (other than Houses used as a Private Dwelling) used solely for horticultural purposes (unless otherwise declared to the Underwriters) including landlord's fixtures and fittings in and on the building, small outside buildings, extensions, annexes and gangways and services which shall mean: telephone, gas and water mains, electrical instruments, meters, piping, cabling, alarms, lights, tanks and the accessories thereon extending from the buildings to the perimeter of the premises or to the public mains (including those underground)

CONTENTS

Contents shall include Equipment, Fixtures & Fittings (unless otherwise insured), Machinery, Plant and all other contents the property of the Insured or held in trust or on commission by the Insured and for which the Insured is responsible, but excluding Buildings or Stock.

STOCK

Stock shall include Stock and Materials in Trade and Work in Progress, Growing Crops, the property of the Insured or held in trust or on commission by the Insured and for which the Insured is responsible.

ALL OTHER CONTENTS

Computer records documents manuscripts and business books for an amount not exceeding £25,000 in respect of any one loss insofar as they are not otherwise insured BUT limited to £2,500 in respect of re-instatement of the loss of information contained therein.

Directors' partners' employees and visitors effects including clothing pedal cycles tools instruments and the like for an amount not exceeding £300 per person but excluding personal effects partly or wholly comprised of precious metal jewellery watches furs contact lenses portable electronic entertainment equipment cameras money and securities of any description.

Wines spirits cigarettes and tobacco held for business entertainment purposes for an amount not exceeding £500 unless otherwise advised to Underwriters.

TERRITORIAL LIMITS

Great Britain Northern Ireland The Isle of Man and the Channel Islands

SECTION 2 - EMPLOYERS LIABILITY

A. COVER

The Underwriters will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages in respect of

accidental death of or Bodily Injury to any Employee caused during the Period of Insurance

and

arising out of and in the course of employment by the Insured in connection with the Business

In respect of any Occurrence covered by this Section the Underwriters will also pay

- a) all legal costs recoverable by any claimant from the Insured
- b) all costs and expenses incurred in connection with negotiations actions or proceedings whilst the Underwriters retain the absolute conduct and control thereof or which shall have been incurred with the written consent of the Underwriters
- c) all solicitor's fees incurred with the written consent of the Underwriters for representation at
 - i) any coroner's inquest or fatal enquiry
 - ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty

Territorial Limits

The indemnity provided operates whilst an Employee is employed

- a) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- b) temporarily anywhere else in the World provided the Employee is normally resident in the area set out in a) above

Compulsory Insurance Clause

The indemnity granted by this Insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Alderney, and offshore installations in territorial waters around Great Britain and its Continental Shelf, BUT the Insured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law.

Right of Recovery

The indemnity provided is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Isle of Man or the Channel Islands (including offshore installations in territorial waters around Great Britain and its Continental Shelf) However the Insured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law

Limit of Indemnity – Other than for Terrorism or Asbestos

The liability of the Underwriters for all Damages payable for any one Occurrence shall not exceed the Limit of Indemnity shown in the Schedule to this Section. The said Limit of Indemnity will include payments as provided under Extensions 2,3,4 and 5 below and all other legal costs and expenses

Limit of Indemnity – Terrorism

Notwithstanding anything contained in this Insurance to the contrary Underwriters total liability to pay damages and or claimants costs, fees and expenses payable in respect of any one claim and arising out of Terrorism shall not exceed the sum of £5,000,000 (Five Million Pounds)

If the underwriters allege that by reason of this Exclusion any liability is not covered by this insurance the burden of proving to the contrary shall be upon the Insured

Limit of Indemnity – Asbestos

The Underwriter's liability under this section for damages and costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos shall not exceed £5,000,000

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

B. EXTENSIONS

1. Cross Liabilities

Where more than one Insured is named in the Schedule the cover provided by this Section applies separately to each Insured in the same manner and to the same extent as if a separate insurance document had been issued to each

2. Health and Safety at Work Legal Defence Costs

This Section extends to indemnify the Insured (and any other person to whom indemnity may be provided by this Section) in respect of legal fees and disbursements including prosecution costs awarded and costs of subsequent appeal against conviction all incurred with the written consent of the Underwriters and arising out of a prosecution in any Court brought under the Health and Safety at Work etc Act 1974 for an alleged breach of statutory duty as described in Sections 2 to 8 of the said Act which caused or which could have caused any Occurrence the subject of indemnity under this Section

provided that

- a) the prosecution relates to an offence alleged to have been committed during the Period of Insurance and in the course of the Insured's business
- b) fines and any costs or expenses arising out of any penalty imposed are excluded

3. Compensation for Court Attendance

In the event of the Insured or any director partner or Employee of the Insured attending Court as a witness at the request of the Underwriters in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Underwriters will compensate the Insured at the following rates for each day on which attendance is required

- a) Insured or any director or partner - £100
- b) any Employee - £50

4. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee in respect of Bodily Injury to the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man in any Court situate in those countries and remaining unsatisfied in whole or in part six months after the date of such judgement

INDEMNITY

The Underwriters will at the request of the Insured indemnify up to the Limit of Indemnity the Employee or the personal representatives of the Employee up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- i) there is no appeal outstanding
- ii) if any payment is made hereunder the Employee or the personal representative of the Employee shall assign the judgement to the Underwriters

5. Legal expenses including corporate manslaughter

In the event of

- a) Any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the health and Safety at Work Act 1974, Corporate manslaughter and Corporate homicide Act 2007 or similar legislation in the United Kingdom, or
- b) An incident which results in an enquiry ordered under the Health and Safety inquires (Procedure) Regulations 1975

The Underwriters will provide indemnity against costs and expenses incurred in representing you in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the period of insurance within the United kingdom and in the course of **BUSINESS**.

The following conditions apply.

- i. Our total liability in respect of all costs and expenses shall not exceed £1,000,000 in the aggregate during any one period of insurance.
- ii. The Underwriters will only indemnify you where such costs and expenses arise as a result of any matter which is the subject of indemnity under this policy.
- iii. The Underwriters will only be liable for costs and expenses incurred in respect of legal representation appointed by The Underwriters.
- iv. If there is any other insurance or indemnity in force covering the same costs and expenses, our liability shall be limited to a proportionate amount of the total costs and expenses but subject always to the limit of indemnity of £1,000,000.
- v. This indemnity will not apply
 - a. In respect of fines or penalties of any kind
 - b. To proceedings consequent upon any bodily injury deliberately causes by you, or
 - c. To persons other than you or any of your directors, partners, proprietors or **EMPLOYEES**.

C. EXCLUSIONS

- 1. Liability arising under penalty clause or in respect of liquidated damages
- 2. Liability arising Offshore

For the purpose of this exclusion Offshore shall mean from the time of embarkation by an Employee supplied by the Insured on to a conveyance at the point of department to an offshore rig or offshore platform until disembarkment by the Employee supplied by the Insured from a conveyance onto land upon return from an offshore rig or offshore platform

- 3. Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation

D. CONDITIONS

- 1. The Underwriters shall have at all reasonable times free access to inspect each place of business at which the Insured employs persons covered by this Section

2. If at the time any claim arises there is or, but for the existence of this Section there would be any other existing insurance covering the same liability the Underwriters shall not be liable except in respect of any excess beyond the maximum amount expressed to be payable under such other insurance
3. It is a condition precedent to the liability of underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose of sell or use asbestos or materials or products containing asbestos.

E. DEFINITIONS

INSURED - includes

- a) at the request of the Insured as if a separate insurance document had been issued to each
 - i) any Principal for Whom the Insured is carrying out a contract but only to the extent required by such contract
 - ii) any director or partner or Employee of the Insured who would have been entitled to claim under this insurance if the claim had been made against the Insured
 - iii) any officer or member of the Insured's canteen social sports or welfare organisations first aid fire or ambulance services
 - iv) any owner from whom the Insured has hired contractor's plant or equipment

Provided that the aggregate amount of indemnity to all parties shall not exceed the Limit of Indemnity and such indemnity shall apply in priority to the Insured

- b) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured

BUSINESS - includes

- a) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's Employees and first aid fire and ambulance services
- b) private work undertaken with the consent of the Insured by Employees for any director partner or senior official of the Insured
- c) the occupation use and/or maintenance of premises in connection with the Business

OCCURRENCE - includes

a series of occurrences arising out of one original cause however many claims may arise therefrom

EMPLOYEE - means

- a) any person employed by the Insured under a contract of service or apprenticeship
- b) any person supplied to hired by or borrowed by the Insured
- c) labour masters and persons supplied by them
- d) persons employed by labour only sub-contractors
- e) self-employed persons and voluntary helpers
- f) any person attending under a work experience scheme
- g) a prospective employee who is undergoing practical work experience whilst being assessed by the Insured as to his or her suitability for employment

working for the Insured in connection with the Business

PRINCIPAL - means

any person company firm or public authority with whom the Insured has entered into a contract for work or services

TERRORISM - means

an 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 purpose including the intention to influence any government and/or to put the public or any section of the public in fear.

SECTION 3 - PUBLIC LIABILITY

A. COVER

The Underwriters will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation in respect of

- a) accidental death of or Bodily Injury to any person
- b) accidental loss of or damage to material property
- c) accidental obstruction trespass nuisance or interference with any right of way light air water or easement
- d) wrongful arrest or malicious prosecution happening in connection with the Business and occurring during the Period of Insurance

In respect of any Occurrence covered by this Section the Underwriters will also pay

- a) all legal costs recoverable by any claimant from the Insured
- b) all costs and expenses incurred in connection with negotiations actions or proceedings whilst the Underwriters retain the absolute conduct and control thereof or which shall have been incurred with the written consent of the Underwriters
- c) all solicitor's fees incurred with the written consent of the Underwriters for representation at
 - i) any coroner's inquest or fatal enquiry
 - ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty

Territorial Limits

The indemnity provided operates anywhere in the World except in respect of

- a) any Business carried on by the Insured at or from any premises of the Insured
- b) any liability arising out of manual work performed by or on behalf of the Insured

outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (including offshore installations in territorial waters around Great Britain and its Continental Shelf)

Limit of Indemnity

The liability of the Underwriters for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule to this Section but in respect of Products supplied or Seepage, Pollution or Contamination the Limit of Indemnity shall apply to all insured Occurrences in any one Period of Insurance

Costs and Expenses recoverable under this Section will be paid in addition to the Limit of Indemnity

B. EXTENSIONS

1. **Cross Liabilities**

Where more than one Insured is named in the Schedule the cover provided by this Section applies separately to each Insured in the same manner and to the same extent as if a separate insurance document had been issued to each

Provided however that the liability of the Underwriters to all parties shall not in the aggregate exceed the Limit of Indemnity

2. **Health and Safety at Work Legal Defence Costs**

This Section extends to indemnify the Insured (and any other person to whom indemnity may be provided by this Section) in respect of legal fees and disbursements including prosecution costs awarded and costs of subsequent appeal against conviction all incurred with the written consent of the Underwriters and arising out of a prosecution in any Court brought under the Health and Safety at Work etc Act 1974 for an alleged breach of statutory duty as described in Sections 2 to 8 of the said Act which caused or which could have caused any Occurrence the subject of indemnity under this Section

provided that

- a) the prosecution relates to an offence alleged to have been committed during the Period of Insurance and in the course of the Insured's business
- b) fines and any costs or expenses arising out of any penalty imposed are excluded

3. Compensation for Court Attendance

In the event of the Insured or any director partner or Employee of the Insured attending Court as a witness at the request of the Underwriters in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Underwriters will compensate the Insured at the following rates for each day on which attendance is required

- a) Insured or any director or partner - £100
- b) any Employee - £50

4. Defective Premises Act

The Underwriters will indemnify the Insured in the terms of this Section against legal liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of death Bodily Injury or damage occurring within a period of seven years from the expiry of or cancellation of this Section

Provided that the Underwriters shall not be liable under this extension if the Insured is entitled to Indemnity under any other insurance

5. Consumer Protection Act and Food Safety Act Defence Costs

This Section extends to indemnify the Insured (and any other person to whom indemnity may be provided by this Section) in respect of

- a) legal fees and disbursements including prosecution costs awarded

and

- b) costs of subsequent appeal against conviction incurred with the written consent of the Underwriters

arising out of a prosecution in any Court brought in respect of a breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990 provided that

- i) the prosecution relates to an offence alleged to have been committed during the Period of Insurance and in the course of the Insured's Business
- ii) the fines and any costs or expenses arising out of any penalty imposed are excluded

6. Overseas Personal Liability

- a) Where the Insured or any director or Employee of the Insured is visiting a country outside Great Britain Northern Ireland the Channel Islands or the Isle of Man for less than six months continuously in connection with the Business the Underwriters will provide indemnity to the Insured and to

- i) any director or Employee of the Insured
- ii) any spouse or child of the Insured or director or Employee of the Insured accompanying such Insured or director or Employee of the Insured

against legal liability incurred in a personal capacity for accidental Bodily Injury or loss of or Damage to Property occurring during such visit

- b) Where the Insured is an individual the indemnity also applies within Great Britain Northern Ireland the Channel Islands or the Isle of Man

The indemnity described in this Extension will not apply to legal liability

- a) in respect of any agreement or contract unless liability would have existed otherwise
- b) in respect of the ownership or occupation of land or buildings
- c) in respect of the carrying on of any trade or profession
- d) where indemnity is provided by any other insurance
- e) in respect of the ownership possession or use of wild animals firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft

7. **Motor Contingent Liability**

Notwithstanding Exclusion b) the Indemnity by this Section extends to include the use of any motor vehicle or trailer attached thereto in the course of the Business provided that

- a) such vehicle or trailers are
 - i) not the property of or provided by the Insured
 - ii) not being driven by the Insured
- b) the Underwriters will not be liable for damage to such vehicles or trailers

For the purpose of this Provision the expression “INSURED” refers only to the Insured specified in the Schedule to this Section and not as extended by the “Definitions” of this Section

8. **Legal expenses including corporate manslaughter**

In the event of

- a) Any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the health and Safety at Work Act 1974, Corporate manslaughter and Corporate homicide Act 2007 or similar legislation in the United Kingdom, or
- b) An incident which results in an enquiry ordered under the Health and Safety inquires (Procedure) Regulations 1975

The Underwriters will provide indemnity against costs and expenses incurred in representing you in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the period of insurance within the United kingdom and in the course of **BUSINESS**.

The following conditions apply.

- i. Our total liability in respect of all costs and expenses shall not exceed £1,000,000 in the aggregate during any one period of insurance.
- ii. The Underwriters will only indemnify you where such costs and expenses arise as a result of any matter which is the subject of indemnity under this policy.
- iii. The Underwriters will only be liable for costs and expenses incurred in respect of legal representation appointed by The Underwriters.

- iv. If there is any other insurance or indemnity in force covering the same costs and expenses, our liability shall be limited to a proportionate amount of the total costs and expenses but subject always to the limit of indemnity of £1,000,000.
- v. This indemnity will not apply
 - a. In respect of fines or penalties of any kind
 - b. To proceedings consequent upon any bodily injury deliberately caused by you, or
 - c. To persons other than you or any of your directors, partners, proprietors or **EMPLOYEES**.

C. EXCLUSIONS

Liability arising

- a) from death or Bodily Injury sustained by an Employee and arising out of and in the course of his employment by the Insured
- b) from the ownership possession or use by or on behalf of the Insured of
 - i) any mechanically propelled vehicle which is being used in circumstances in which a Road Traffic Act Certificate of Motor Insurance is required
 - ii) any aircraft hovercraft or watercraft (other than hand-propelled watercraft)
- c) for loss of or damage to property owned by or in the custody or control of the Insured except
 - i) premises not owned or leased by the Insured (including their contents not the subject of work by or on behalf of the Insured) at which the Insured is undertaking work in connection with the Business
 - ii) personal effects (including vehicles and their contents) belonging to directors or Employees of the Insured or to visitors whilst temporarily on or about the Insured's premises other than for the purpose of servicing maintenance alteration or repair
- d) out of advice plan design formula or specification given
 - i) for a fee
 - ii) in connection with any Product supplied (other than normal instructions for proper use or maintenance)
- e) the cost or value of any Product which is lost or damaged where such loss or damage is attributed to any defect therein or the harmful nature or unsuitability thereof
- f) the direct or indirect cost of examining recalling repairing reconditioning modifying or replacing any Product
- g) from and in respect of Products (including Products incorporated into another Product by any Third Party) sold supplied to hired to installed erected repaired altered cleaned or treated by the Insured or Third Party to or in the United States of America or Canada
- h) from Products sold supplied hired installed erected repaired altered cleaned or treated by the Insured and which will be incorporated into any aircraft motor vehicles or motor cycles
- i) in respect of Seepage, Pollution or Contamination other than 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

All Seepage, Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place whatever the length of time or number of Periods of Insurance during which Seepage, Pollution or Contamination takes place

The liability of the Underwriters for all compensation payable in respect of all Seepage, Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule to this Section
- j) for loss or damage to property against which the Insured is required to effect insurance under clause 21.2 (I) of the JCT Standard Form of Building Contract (or any subsequent revision or substitution thereof)
- k) under any penalty clause or in respect of liquidated damages, fines or punitive or exemplary damages resulting from the multiplication of compensatory damages

- l) from the sale and/or supply of fertilisers and/or animal feeding stuffs other than pre-packaged proprietary brands.
- m) Terrorism - If the underwriters allege that by reason of this Exclusion any liability is not covered by this insurance the burden of proving to the contrary shall be upon the Insured
- n) The first £250 for each & every claim in respect of property damage
- o) Underwriters will not indemnify the insured in respect of any liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

D. CONDITIONS

1. Underwriters Rights

The Underwriters may at any time pay to the Insured the amount of the Limit of Indemnity (less any sum already paid) or any less amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment. The Underwriters shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Underwriters having acted in such conduct or control

2. Other Insurances

If at any time any claim arises there is or, but for the existence of this Section there would be any other existing insurance covering the same liability the Underwriters shall not be liable except in respect of any excess beyond the maximum amount expressed to be payable under such other insurance

3. Contractual Liability

Liability assumed by the Insured under agreement or contract which would not have attached in the absence of such agreement or contract

- a) in respect of any Product is not covered other than liability arising out of a condition or warranty of goods implied by law or contained in RHA Conditions of Carriage or in other Conditions of carriage of a similar nature
- b) in any other respect is covered only if the conduct and control of claims is vested in the Underwriters and shall not in any event apply to liability under any penalty clause or in respect of liquidated damages

Different provisions apply to Leased and Rented Premises (see below)

4. Leased or Rented Premises

Premises leased hired or rented to the Insured shall not be deemed to be property in the custody or control of the Insured provided that the Underwriters shall not be liable for

- a) the first £250 of loss or damage caused other than by fire or explosion
- b) any liability assumed by the Insured under agreement or contract unless such liability would have attached in the absence of such agreement or contract

5. Underground Services

It is a condition precedent to liability that the Insured shall

- a) obtain documentary evidence of the location of underground pipes cables mains or other services prior to the commencement of excavation work
- b) adopt or cause to be adopted a method of work which minimises the risk of damage to underground pipes cables mains or other services

6. Fire Precautions

It is a condition precedent to liability that in respect of the use away from the Insured's premises of **Electric Oxy-Acetylene or similar welding or cutting equipment Blow Lamps or Blow Torches Electrical Paint Strippers and Heat Guns or Asphalt Bitumen or Tar Heaters** the undernoted precautions will be complied with on every occasion

a) **Electric oxy-acetylene or similar welding or cutting equipment**

- i) The immediate area in which the operation is to be carried out will be segregated as far as is practicable by the use of screens made from incombustible material
- ii) The area in which the work is to be carried out will be cleared and combustible materials removed to a distance of not less than 6 metres from the work
- iii) Immovable combustible materials will be protected by the use of screens made of incombustible material
- iv) Combustible floors in this area will be liberally covered with sand or protected by oversheets of incombustible material
- v) In addition to the person engaged on the work at least one Employee of the Insured or one workman of the occupier of the building will be present to see that there is no outbreak of fire
- vi) Suitable fire extinguishing appliances will be kept available for immediate use at the scene of operations
- vii) Before "burning off" metalwork built into or projecting through walls or partitions an examination will be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat
- viii) After the termination of each period of work and prior to leaving the site a thorough examination will be made in the area in which the work has been undertaken

b) **Blow Lamps and Blow Torches Electrical Paint Strippers and Heat Guns**

- i) Suitable fire extinguishing appliances will be kept for immediate use at the scene of operations
- ii) Blow lamps and blow torches will be lighted as short a time as possible before use and extinguished immediately after use
- iii) Lighted blow lamps and blow torches and electrical paint strippers and heat guns operating under power will not be left unattended
- iv) After the termination of each period of work and prior to leaving the site a thorough examination will be made in the area in which the work has been undertaken

c) **Asphalt Bitumen and Tar Heaters**

- i) All heating of asphalt bitumen tar or pitch will be carried out in a suitable vessel in the open using bottled gas
- ii) Where the vessel is used on a roof it will be placed on a surface of incombustible material
- iii) The vessel will not be left unattended whilst the heating source is lit

E. DEFINITIONS

INSURED - includes

- a) at the request of the Insured as if a separate insurance document had been issued to each
 - i) any Principal for whom the Insured is carrying out a contract but only to the extent required by such contract

- ii) any director or partner or Employee of the Insured who would have been entitled to claim under this insurance if the claim had been made against the Insured
- iii) any officer or member of the Insured's canteen social sports or welfare organisations first aid fire or ambulance services
- iv) any owner from whom the Insured has hired contractor's plant or equipment

Provided that the aggregate amount of indemnity to all parties shall not exceed the Limit of Indemnity and such indemnity shall apply in priority to the Insured.

- b) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured

BUSINESS - includes

- a) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's Employees and first aid fire and ambulance services
- b) private work undertaken with the consent of the Insured by Employees for any director partner or senior official of the Insured
- c) the occupation use and/or maintenance of premises in connection with the Business

SEEPAGE, POLLUTION OR CONTAMINATION

Seepage, Pollution or Contamination shall be deemed to mean:

- a) all Seepage Pollution or Contamination of buildings or structures or of water or land or the atmosphere and
- b) all loss or damage or injury directly or indirectly caused by such Seepage Pollution or Contamination

BODILY INJURY - includes

accidental death illness disease or nervous shock

OCCURRENCE - includes

a series of occurrences arising out of one original cause however many claims may arise therefrom

EMPLOYEE - means

- a) any person employed by the Insured under a contract of service or apprenticeship
- b) any person supplied to hired by or borrowed by the Insured
- c) labour masters and persons supplied by them
- d) persons employed by labour only sub-contractors
- e) self employed persons and voluntary helpers
- f) any person attending under a work experience scheme
- g) a prospective employee who is undergoing practical work experience whilst being assessed by the Insured as to his or her suitability for employment

working for the Insured in connection with the Business

PRODUCT - means

anything sold supplied installed erected repaired altered cleaned or treated by the Insured from or in Great Britain Northern Ireland the Isle of Man or the Channel Islands (including offshore installations in territorial waters around Great Britain and its Continental Shelf) other than food and drink supplied primarily for the use of the Insured's Employees or for entertainment purposes

PRINCIPAL - means

any person company firm or public authority with whom the Insured has entered into a contract for work or services

TERRORISM - means

an 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 purpose including the intention to influence any government and/or to put the public or any section of the public in fear.

SECTION 4 - MONEY

A. COVER

The Underwriters will indemnify the Insured against loss of or damage to Money as specified in the Schedule to this Section during the Period of Insurance

- a) in transit
- b) in the custody of collectors for twenty four hours from the time of receipt or until the next working day whichever is the later
- c) at the Premises specified in the Schedule to this Section
- d) at the Private Dwelling house of the Insured's principal or authorised employees
- e) deposited in a bank night safe until removed by a bank official but only up to the Limit Any One Loss as shown in the Schedule to this Section

B. EXTENSIONS

1. Loss of or damage to
 - a) the safe(s)
 - b) any case, bag or waistcoat used for the carriage of money following theft or attempted theft therefrom
2. Damage to clothing and personal effects belonging to any principal or employee of the Insured following robbery or any attempt thereat up to a limit of £500 any one person
3. If any person (hereinafter for the purpose of this extension called "the Insured") shall sustain accidental bodily harm by violent external and visible means arising from malicious attack or assault or attempt threat by any person stealing or attempting to steal Money insured by this Section then the Underwriters will reimburse the Insured and his/her personal representative as the case may require for the sum or sums set out in the table of benefits in The Basis of Settlement

C. EXCLUSIONS

1. Loss of Money from:
 - a) shortages following clerical or accounting errors
 - b) fraud or dishonesty by, or in collusion with, any member of the Insured's family, business staff or domestic servants or any other person lawfully on the premises
 - i) not discovered within fourteen working days of its occurrence
 - ii) more specifically insured by any other policy or policies except in respect of any excess beyond the amount insured under such policy or policies
 - c) elsewhere than in Great Britain Northern Ireland the Channel Islands and the Isle of Man
 - d) any unattended motor vehicle
 - e) loss due to the use of counterfeit money or depreciation in value
 - f) loss due to falsification of accounts
2. Cover under Extension 3 does not include:
 - a) Death or total loss of limb(s) that does not take place within twelve calendar months after the happening of the injury
 - b) any person who has not attained the age of 16 years or who has attained the age of 70 years at the time of the injury

- c) Death or bodily injury sustained outside the limits of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

D. CLAIMS PROCEDURE

On the happening of any event which could give rise to a claim under this Section the Insured shall immediately notify the Police and give notice in writing to the Underwriters and at his own expense submit a claim in writing within 30 days together with such detailed proof and particulars as may reasonably be required

In the event of any claim under Extension 3 above the injured person must as early as possible place themselves under the care of a medical practitioner AND

Must give immediate notice to the Underwriters in the event of the death of the injured person

E. BASIS OF SETTLEMENT

1. In respect of loss of Money the Underwriters will pay the amount of such loss but in no case shall the Underwriters be liable for any amount in excess of the limits stated in the Schedule to this Section
2. In respect of Extension 3 the Underwriters will pay the following amounts
 - a) Death - £10,000
 - b) Total loss by physical separation at or above the wrist or ankle of one or both hands or both feet or total and irrecoverable loss of all sight of one or both eyes - £10,000
 - c) Permanent Total Disablement (other than loss of sight of one or both eyes or loss of limb) from attending to the Insured persons usual occupation and lasting twelve calendar months and at the expiry of that period being beyond the hope of improvement - £10,000
 - d) Temporary Total Disablement from attending to the Insured person's usual occupation. The benefit payable will be for the duration of such disablement but not beyond 104 weeks from the date on which the Insured person first became disabled at the weekly rate of - £100
 - e) Medical expenses necessarily incurred in the treatment of the Insured person for an amount not exceeding 15 per cent of the benefit payable under d) above

Payment shall not be made under more than one of the Benefits a)b)c) and d) above in respect of the same injury except in the case of Benefit d) which is payable in addition to Benefits a)b) and c) for the period up to the date at which the amount insured by Benefits a) b) and c) becomes payable

In no case will the Underwriters be liable to pay compensation in respect of the injured person unless the medical advisor or advisors appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the injured person insured

F. CONDITIONS

1. A complete record shall be kept of the Money in transit and on the Premises AND such record shall be deposited in a secure place other than in the safes containing the Money
2. Outside business hours the safe(s) shall be kept locked and the keys of the safe or details of combination locks shall not be left on the premises unless the premises are occupied by the Insured or an authorised employee of the Insured in which case such keys or combination lock details if left on the premises shall be deposited in a secured place not in the vicinity of the safe(s)
3. In the event of loss of Money giving rise or likely to give rise to a claim under this Section the Insured shall forthwith take all practical steps for discovering and punishing the guilty person or persons if any
4. When Money in transit exceeds the undermentioned amounts it shall be accompanied by not less than the specified number of able bodies persons authorised by the Insured
 - a) £2,500 - two persons

b) £5,000 - three persons

c) £10,000 - As agreed by the Underwriters and detailed in the Schedule to this Section

5. A record shall be kept of franking machine units used

G. DEFINITIONS

MONEY

a) CASH, which shall mean Coin, Bank Notes, Uncrossed Postal Orders, Uncrossed Money Orders, Postage Stamps, Embossed Stamps, National Savings Stamps, Luncheon Vouchers, Travellers Cheques and Gift Vouchers

b) NON NEGOTIABLE DOCUMENTS which shall mean Crossed Cheques, Crossed Postal Orders, Crossed Money Orders, Crossed Bankers Drafts, National Savings Certificates, Premium Bonds, Securities for Money, Credit Card Vouchers, Value Added Tax Invoices, Unexpired Franking Machine Credits

All being the Property of the Insured or for which the Insured is responsible.

HOURS OF DAYLIGHT

Shall mean the time between one half hour before sunrise and one half hour after sunset

SECTION 5
BUSINESS INTERRUPTION - LOSS OF GROSS PROFIT/INCOME
(only included if shown in the Schedule)

A. COVER

If Damage by any of the Insured Perils (specified as operative in the Schedule to this Section) occurs at the Premises to property used by the Insured for the purpose of the Business and causes interruption of or interference with the Business at the Premises

the Underwriters will indemnify the Insured in respect of Loss of Gross Profit or Loss of Income whichever or both have been identified in the schedule to this insurance document and/or in respect of Increase in Cost of Working as provided for in Section E. BASIS OF SETTLEMENT below and resulting from the interruption or interference suffered or incurred during the Indemnity Period and caused by the damage resulting from an Insured Peril which takes place during the Period of Insurance and otherwise in accordance with the provisions of this Section

PROVIDED THAT

- a) payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the property other than horticultural produce growing plants shrubs and associated stock insured by this insurance as income
OR
Payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- b) the Underwriters liability in any one Period of Insurance shall not exceed in the whole the total sum insured

B. EXTENSIONS

- 1. If during the Indemnity Period goods are sold or work shall be done or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales work or services shall be taken into account in arriving at the gross profit/Income during the Indemnity Period
- 2. The Underwriters will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Underwriters under the terms of the Basis of Settlement and for reporting that such information is in accordance with the Insured's accounts
- 3. The Underwriters will pay as indemnity the Additional Expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the activities described in the Schedule to this Section in consequence of the Damage
- 4. The insurance by this Section extends to include Loss of Gross Profit or Loss of Income resulting from interruption of or interference with the Business as a result of loss or damage by any of the Insured Perils:
 - a) to property belonging to the Insured whilst temporarily removed for repair, storage or in transit by road, rail or inland waterway anywhere in Great Britain, Northern Ireland, The Isle of Man or the Channel Islands
 - b) to Commercial/Agricultural Vehicles (including attachments thereto) belonging to the Insured other than by impact
 - c) to property in the vicinity of the Premises which shall hinder or prevent the use of the Premises or access thereto
 - d) caused by accidental failure of the public electricity, gas or water supply at the terminal point of the supply undertaking's feed to the Premises excluding:
 - i) the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or service
 - ii) a fault on any part of the system belonging to the Insured

- iii) strikes or any labour or trade disputes
 - iv) drought
 - v) the first 12 hours of each and every interruption
- e) to equipment at the telephone exchange serving the Premises
5. In the absence of written notice by the Insured or the Underwriters to the contrary the Underwriters liability shall not be reduced by the amount of any Loss, the Insured undertake to pay the appropriate additional premium to automatically reinstate the cover

C. EXCLUSIONS

1. Loss or damage occasioned by or happening through confiscation or destruction or requisition by order of the Government or any Public Authority

Loss or damage to:

2. Jewellery precious stones precious metals bullion furs curiosities works of art or rare books
3. Glass china earthenware marble or other fragile or brittle objects

D. CLAIMS PROCEDURE

On the happening of any event which could give rise to a claim under this Section the Insured shall give immediate notice in writing to the Underwriters and at his own expense submit a claim in writing within 30 days together with such detailed proof and particulars as may reasonably be required

E. BASIS OF SETTLEMENT

The Underwriters will pay as indemnity

- A) In respect of Gross Profit the amount by which the Gross Profit is reduced by the interruption. For interference with the business in consequence of the damage
- B) In respect of Loss of Income the amount by which the Income during the Indemnity Period falls short of the Standard Income in consequence of the Damage, including the value of any items of consumable deadstock which are an integral part of the income generating process
- C) In respect of Increase in Cost of Working the Additional Expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Profit/Income which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in, Gross Profit/Income thereby avoided

F. CONDITIONS

1. If at the time of any loss or damage the Sum Insured in respect of Loss of Gross Profit/Income is less than the Actual Gross Profit/Income at the time of the loss or damage by an amount in excess of 25% then the amount payable shall be proportionately reduced
2. At the end of the Period of Insurance the Underwriters will allow a pro-rata return of premium (not exceeding 50% of the premium paid) if the premium calculated at the appropriate rate on the Actual Income or Gross Profit (as reported by the Insured's Auditors) is less than the premium paid provided that if the Actual Income or Gross Profit has been affected by Damage as insured the Underwriters will add to the amount declared the additional amount on Income which would have been earned in the relative financial year had the Damage not occurred and the adjusted figure will be deemed to be the declaration
3. If any of the charges or expenses of the Business payable out of Gross Profit/Income cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable.

G. DEFINITIONS

INSURED

The Insured named in the Schedule and the Insured’s personal legal representatives in the event of his death

GROSS PROFIT - The amount by which:

- i) the sum of the amount of the Turnover and the amount of the Closing Stock and Work in Progress shall exceed
- ii) the sum of the amount of the Opening Stock and Work in Progress and the amount of the Specified Working Expenses

SPECIFIED WORKING EXPENSES - As listed in the Schedule

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.

ESTIMATED GROSS PROFIT

The amount declared by the Insured to the Underwriters representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)

TURNOVER

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

INDEMNITY PERIOD

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period shown in the Schedule thereafter during which the results of the Business shall be affected in consequence of the Damage.

RATE OF GROSS PROFIT

The rate of Gross Profit earned on the Turnover)
 during the financial year immediately before the)
 date of the damage) to which such adjustments shall be made as may be

ANNUAL TURNOVER

The Turnover during the twelve months)
 immediately before the date of the damage) Damage or which would have affected the Business

STANDARD TURNOVER

The Turnover during that period in the twelve)
 months immediately before the date of the)
 Damage which corresponds with the Indemnity)
 Period) thus adjusted shall represent as nearly as may be)
) reasonably practicable the results which but for the)
) damage would have been obtained during the relative)
) period after the Damage)

NOTE

1. To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Certificate shall be exclusive of such tax.
2. For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

INCOME

The money paid or payable to the Insured for the business specified in the Schedule to this Section in the course of the Business at the Premises

ESTIMATED INCOME

The amount declared by the Insured to the Underwriters as representing not less than the Income which it is anticipated will be received on behalf of the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)

ACTUAL INCOME

The Income earned during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)

STANDARD INCOME

The Income which would have been obtained during the Indemnity Period had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred. The Income shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

SUM INSURED

The Income (including subsidies) which would have been earned in the twelve months immediately following the date of the Damage had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred. The Income shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

PREMISES

The Location or Address as shown in the Schedule to this Section of the Insurance

BUSINESS

The Business of the Insured as specified in the Schedule to this Section of the Insurance

INSURED PERILS IN RESPECT OF DAMAGE TO PROPERTY

(Perils covered as indicated on the Schedule to this Section)

1. a) Fire (whether resulting from explosion or otherwise)
 - b) Lightning
 - c) Explosion
 - d) Aircraft and other aerial devices or anything dropped from them
 - e) Earthquake
 - f) Subterranean fire
 - g) Spontaneous fermentation of produce or deadstock
2. a) Riot, Civil Commotion, Labour and Political Disturbances, Strikers and Malicious Damage
 - b) Impact with the Property arising from any cause

3. Damage to any Building or property contained therein caused by:

Storm Tempest, Flood (Hail or Weight of Snow) excluding destruction or damage by frost, subsidence, landslip, heave or changes in the water table level

4. Damage to any Building or property contained therein caused by:

Bursting or Overflowing of water, fuel or liquid fertiliser tanks apparatus or pipes

5. Theft excluding:

Loss or damage not involving violent or forcible entry to or exit from the premises/building

a) Unexplained or inventory shortage

b) Unexplained disappearance

c) Loss destruction or damage as a result of theft or attempted theft by, or in collusion with, any member of the Insured's family, business staff or domestic servants or any other person lawfully on the premises

d) Loss or damage to growing crops not contained in a building or glass house

e) Loss or damage resulting from theft or attempted theft from any motor vehicle which has been left unattended unless such vehicle has been securely locked and the keys removed from the vehicle

6. Any Accident to Horticultural/Agricultural Machinery Produce Stock and Deadstock whilst being:

a) loaded on

b) carried by

c) unloaded from

any vehicle belonging to on loan to or on hire to the Insured anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

EXCLUDING theft or attempted theft

BUSINESS INTERRUPTION - INCREASE IN COST OF WORKING

(only included if shown in the Schedule)

A. COVER

If damage by any of the Insured Perils (specified as operative in the Schedule to this Section) occurs at the Premises to property used by the Insured for the purpose of the Business and causes interruption of or interference with the Business at the Premises

the Underwriters will indemnify the Insured in respect of Increase in Cost of Working as provided for in Section E. BASIS OF SETTLEMENT below and resulting from the interruption or interference suffered or incurred during the Indemnity Period and caused by the damage resulting from an Insured Peril which takes place during the Period of Insurance and otherwise in accordance with the provisions of this Section

PROVIDED THAT

payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the property

OR

payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

B. EXTENSIONS

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

The Underwriters will pay to the Insured the reasonable charges payable by the Insured to the professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Underwriters under the terms of this Section and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this extension and the amount otherwise payable under this Section shall in no case exceed the total sum insured by this Section

2. In the absence of written notice by the Insured or the Underwriters to the contrary the Underwriters liability shall not be reduced by the amount of any Loss, the Insured undertake to pay the appropriate additional premium to automatically reinstate the cover

C. EXCLUSIONS

1. Loss or damage occasioned by or happening through confiscation or destruction or requisition by order of the Government or any Public Authority
2. Jewellery precious stones precious metals bullion furs curiosities works of art or rare books

D. CLAIMS PROCEDURE

On the happening of any event which could give rise to a claim under this Section the Insured shall give immediate notice in writing to the Underwriters and at his own expense submit a claim in writing within 30 days together with such detailed proof and particulars as may reasonably be required

E. BASIS OF SETTLEMENT

The Underwriters will pay to the Insured the additional expenditure necessarily and reasonably incurred by the Insured in consequence of the Damage (but not exceeding the amount of the reduction in Revenue thereby avoided) in order to prevent or minimise the interruption of or interference with the Business during the Indemnity Period (including the cost of removal to and from temporary premises and expenses incidental thereto including increases in rent rates and taxes salaries of additional staff and overtime payments)

F. CONDITIONS

1. The liability of the Underwriters in respect of any one occurrence shall not exceed the relevant Sum Insured shown in the Schedule to this Section

2. The liability of the Underwriters shall not exceed in respect of the first 3 months of the Indemnity Period one half of the sum Insured and in respect of each of the succeeding months within the Indemnity Period one ninth part of the balance remaining of the Sum Insured after deducting the amount payable in respect of the first three months

G. DEFINITIONS

INSURED

The Insured named in the Schedule and the Insured's personal legal representatives in the event of his death

INDEMNITY PERIOD

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period (as stated in the Schedule to this Section) during which the results of the Business shall be affected in consequence of the Damage

INSURED PERILS

(Perils covered as indicated on the Schedule to this Section)

1. a) Fire (whether resulting from explosion or otherwise)
 - b) Lightning
 - c) Explosion
 - d) Aircraft and other aerial devices or anything dropped from them
 - e) Earthquake
 - f) Subterranean fire
 - g) Spontaneous fermentation
2. a) Riot, Civil Commotion, Labour and Political Disturbances, Strikers and Malicious Damage
 - b) Impact with the Property arising from any cause
3. Damage to any Building or property contained therein caused by:

Storm, Tempest Flood (Hail or weight of Snow) excluding destruction or damage by frost, subsidence, landslip, heave or changes in the water table level
4. Damage to any Building or property contained therein caused by:

Bursting or Overflowing of water, fuel or liquid fertiliser tanks apparatus or pipes
5. Theft excluding:
 - a) Loss or damage not involving forcible or violent entry to or exit from the premises/building
 - b) Unexplained or inventory shortage
 - c) Unexplained disappearance

PREMISES

The Location or Address as shown in the Schedule to this Section of the Insurance

BUSINESS

The Business of the Insured as specified in the Schedule to this Section of the Insurance

SECTION 6 - ACCIDENTAL BREAKAGE OF GLASS

A. COVER

The Underwriters will indemnify the Insured in respect of accidental breakage of all plate and/or sheet glass fixed in windows and doors of the Buildings comprising the business portion of the premises detailed in the Schedule and of internal glass comprising fixed wall mirrors and glass fixed in showcases or counter cases and window frames and fittings but only if the cost of the replacement of such glass, frames, or fittings has to be borne by the Insured. In addition, Underwriters will indemnify the Insured in respect of damage to stock displayed in the window resulting from the breakage of such glass up to £1,000 in all, and cover the cost of boarding up pending replacement of the insured glass.

B. EXCLUSIONS

There shall be no claim hereunder in respect of:

1. lettering on glass, embossed, bent or fancy glass
2. the cost of removing or restoring frames or window fittings or other obstructions to replacement
3. loss caused by delay or interruption of business
4. breakage of or damage to the glass being fitted following such breakage or damage to fixed glass
5. glass that is damaged at the inception of the Insurance or any extension of such damage
6. the first £50 of each and every loss
7. loss or damage caused by any of the perils listed under Section 1 of this Insurance

SECTION 7 - GOODS IN TRANSIT

A. COVER

The Underwriters will indemnify the Insured against loss of or damage to property as specified in the Schedule to this Section which takes place during the Period of Insurance and which is caused by an Insured Peril whilst being:

- a) loaded on
- b) carried by
- c) unloaded from

any vehicle and/or attached trailer belonging to on loan to or on hire to the Insured anywhere in Great Britain Northern Ireland the Isle of Man and the Channel Islands

The Underwriters liability in any one Period of Insurance shall not exceed in the whole the Limit any one Loss or series of Losses arising out of one original cause as shown in the Schedule

B. EXTENSIONS

1. All property insured by this Section is extended to include property not belonging to the Insured whilst in the custody or control of the Insured or for which he is responsible
2. This Section extends to include loss, destruction or damage occurring during the Period of Insurance to sheets, tarpaulins, ropes, chains and pallets while in transit provided that the Underwriters liability under this extension for any one occurrence will not exceed in respect of any one vehicle and/or attached trailer the sum of £1,000
3. The personal property belonging to the driver and/or mate whilst carried in any vehicle conveying the Property insured in the course of their employment up to an amount not exceeding £250 for any one person
4. This Section extends to indemnify the Insured against additional costs necessarily incurred in
 - a) transferring the Property insured to another conveyance and/or delivering/returning such property to its original destination/place of dispatch if any vehicle is disabled as a result of an accident
 - b) re-loading on to any vehicle any of the Property insured fallen from such vehicle
 - c) removing debris consequent upon damage to any of the Property insured up to an amount not exceeding £1,000 for any one event

C. EXCLUSIONS

1. The first £50 of each and every loss
2. Loss or damage to the Goods in any unattended vehicle between the hours of 7.00pm (1900 hours) and 8.00am (0800 hours) unless such vehicle is
 - a) in a locked private garage or locked or permanently attended public garage
 - b) in a compound secured by locked gates
3. Livestock
4. Any loss occurring outside the limits of Great Britain Northern Ireland the Isle of Man or the Channel Islands
5. Deeds, bonds, bills of exchange, promissory notes, money stamps, documents of title to property, precious stones, jewellery, explosives or goods of a dangerous nature
6. Property conveyed in a refrigerated frozen chilled or insulated condition as a result of deterioration due to any variation in temperature unless as a result of an accident to the vehicle
7. Loss destruction of or damage due to
 - a) wear tear gradual deterioration contamination depreciation inherent vice or nature of the property insured

- b) normal atmospheric conditions where the Property insured is on an open vehicle unless such property shall have been adequately and properly protected
- c) mechanical or electrical breakdown failure or derangement unless exterior damage first occurred to the Property insured
- d) delay loss of market or other consequential loss

D. CONDITIONS

1. The Insured shall at all times exercise reasonable care in the selection of employees, obtaining of references and provision of instruction to employees including packaging labelling and addressing of the Property insured
2. The Insured shall comply with regulations imposed by any lawful authority
3. The Insured must take all reasonable precautions to prevent loss destruction or damage by maintaining Vehicles in an efficient and roadworthy condition and ensuring they are suitable for the purpose for which they are to be used

E. CLAIMS PROCEDURE

On the happening of any event which could give rise to a claim under this Section the Insured shall

- a) give notice in writing to the Underwriters and at his own expense submit a claim in writing within 30 days together with such detailed proof and particulars as may reasonably be required

and

- b) in respect of any loss due to theft or attempted theft give immediate notice to the Police

F. BASIS OF SETTLEMENT

In respect of property described in the Schedule to this Section of the Insurance the Underwriters will indemnify the Insured in respect of the lower of the value of the property at the time of its loss or destruction or the cost of repair following its damage

G. DEFINITIONS

INSURED

The Insured name in the Schedule and the Insured's personal legal representatives in the event of his death

INSURED PERILS

All risks of physical loss or damage

SECTION 8 - PERSONAL ACCIDENT (INDIVIDUAL)

A. COVER

In the event of an Insured Person named in the Schedule to this Section sustaining Injury during the Period of Insurance the Underwriters will pay the sum or sums specified in the Table of Benefits to the Insured or other person or persons entitled thereto multiplied by the number of "Capital Units" or "Weekly Units" specified in the Schedule to this Section

B. TABLE OF BENEFITS

PER "CAPITAL UNIT" INSURED

1.	Death	£10,000																					
2.	One of the following Benefits A to F only																						
	A) Permanent Total Disablement	£10,000																					
	B) Loss of sight in one or both eyes	£10,000																					
	C) Total and Permanent Loss of use of both arms or both hands or both legs or one arm and one leg or one hand and one leg	£10,000																					
	D) Total Loss by Physical Severance or total and permanent loss of use of all (below the point mentioned) of one:																						
		<table border="0" style="margin-left: 40px;"> <tr> <td></td> <td style="text-align: center;">RIGHT</td> <td style="text-align: center;">LEFT</td> </tr> <tr> <td style="padding-left: 20px;">i) Arm</td> <td style="text-align: center;">£7,500</td> <td style="text-align: center;">£6,000</td> </tr> <tr> <td style="padding-left: 20px;">ii) Forearm</td> <td style="text-align: center;">£6,500</td> <td style="text-align: center;">£5,500</td> </tr> <tr> <td style="padding-left: 20px;">iii) Hand</td> <td style="text-align: center;">£6,000</td> <td style="text-align: center;">£5,000</td> </tr> <tr> <td style="padding-left: 20px;">iv) Thigh</td> <td style="text-align: center;">£6,000</td> <td style="text-align: center;">£6,000</td> </tr> <tr> <td style="padding-left: 20px;">v) Leg at or below the knee</td> <td style="text-align: center;">£5,000</td> <td style="text-align: center;">£5,000</td> </tr> <tr> <td style="padding-left: 20px;">vi) Foot</td> <td style="text-align: center;">£4,000</td> <td style="text-align: center;">£4,000</td> </tr> </table>		RIGHT	LEFT	i) Arm	£7,500	£6,000	ii) Forearm	£6,500	£5,500	iii) Hand	£6,000	£5,000	iv) Thigh	£6,000	£6,000	v) Leg at or below the knee	£5,000	£5,000	vi) Foot	£4,000	£4,000
	RIGHT	LEFT																					
i) Arm	£7,500	£6,000																					
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iv) Thigh	£6,000	£6,000																					
v) Leg at or below the knee	£5,000	£5,000																					
vi) Foot	£4,000	£4,000																					
	It is understood and agreed that for left-handed persons the above scales of benefits may be reversed at the sole discretion of the Underwriters																						
	E) Total and Permanent Loss of																						
	i) Hearing in one or both ears	£5,000																					
	ii) Speech	£5,000																					
	F) Any Permanent Partial Disability not described above	£4,000																					
3.	Temporary Total Disablement	£25 per week (excluding the first seven days of incapacity) for a period not exceeding 104 weeks																					
4.	Temporary Partial Disablement	£10 per week (excluding the first seven days of incapacity) for a period not exceeding 104 weeks																					
5.	Medical Expenses	up to but not exceeding 15% of the total amount of any claim admitted under items 3 and 4 above																					

C. EXCLUSIONS

Death or Disablement resulting from:

1. An Insured Person engaging in or taking part in Naval Military or Air Force service or operations driving or riding in any kind of race ski-ing or other winter sports (except for curling or non-competitive skating) mountaineering pot-holing water skiing underwater activities involving use of underwater breathing apparatus parachuting participating in a professional sport rock climbing martial arts boxing wrestling fencing or any other form of combat squash hockey or any type of football
2. Suicide or attempted suicide or intentional self-injury or from deliberate exposure to exceptional danger (except in an attempt to save human life) or from an Insured Person's own criminal act or sustained whilst the Insured Person is in a state of insanity
3. Any form of aerial flight other than as a fare paying passenger in a fully licensed passenger carrying aircraft
4. Pregnancy, childbirth, miscarriage or abortion or any consequence thereof
5. Any injury existing at the commencement of this Section or on the date that an Insured Person is included in the insurance
6. Venereal infection human immune deficiency virus (HIV) or acquired immune deficiency syndrome (AIDS)
7. The liability of the Underwriters for Benefits in respect of all Insured Persons travelling in the same aircraft shall not exceed £250,000 and in the event of Benefits in the aggregate for all persons travelling in the same aircraft exceeding £250,000 the amount of Benefit payable in respect of each Insured Person shall be proportionately reduced so that the total liability for Benefit hereunder is reduced to £250,000
8. The influence of drugs or alcohol

D. CLAIMS PROCEDURE

1. Any occurrence which may result in a claim being made under this Section must be reported to the Underwriters in writing as soon as possible and full details of the Accident and substantiation of the claim must be submitted within 30 days after such occurrence
2. The Insured Persons shall as soon as possible after the occurrence of any injury obtain and follow the advice of a duly qualified medical practitioner
3. All certificates, information and evidence required by the Underwriters shall be furnished at no expense to the Underwriters and shall be in such form and of such nature as the Underwriters may prescribe. When required the Insured Person shall submit to medical examination on behalf of the Underwriters at its own expense in respect of any alleged Bodily Injury. The Underwriters shall in the event of death of the Insured Person be entitled to have a post mortem examination at its own expense

E. CONDITIONS

1. In respect of any injury or injuries arising out of one accident Benefits 3 and 4 either separately or collectively shall not be payable for a longer period than 104 weeks but no Benefit shall be payable for any period for which no substantiated medical evidence is provided by a duly qualified practitioner
2. In respect of any injury or injuries arising out of one accident payment shall not be made under more than one of the Benefits 1 to 4 but may be payable preceding or following upon Benefit 3
3. No further liability to make any payment in respect of an Insured Person shall attach to the Underwriters after a claim under Benefits 1 or 2 has been admitted and become payable
4. If more than one of the permanent disabilities shown in the Table of Benefits shall result from bodily injuries sustained in one event the total sum payable shall not exceed the amount specified as insured under Item 1 (Death)
5. The degree of permanent disability shall be determined within 12 calendar months of the happening of the event, if possible by agreement between the Insured and the Underwriters, otherwise by medical examination to be conducted by two Surgeons, one to be chosen by the Insured and the other by the Underwriters. The two Surgeons

so chosen, if they are not able to agree, may select a third Surgeon and the decision in writing of any two of the Surgeons shall be binding upon the Insured and the Underwriters

6. If the Business or occupation of the Insured or Insured Person shall change from that described in this Section without notice thereof having first been given in writing to the Underwriters and its permission obtained in writing (and subject to payment of such additional premium as the Underwriters may require) then no claim shall be payable in respect of any Accident arising out of or in the course of such Business or Occupation
7. The Underwriters shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Section
8. Words in the masculine gender shall include the feminine and the singular shall where appropriate apply to the plural

F. DEFINITIONS

INSURED PERSON

Any person between the ages of 16 and 70 years and named in the Schedule to this Section

INJURY

Fortuitous bodily injury caused by accidental external violent and visible means including bodily injury inflicted upon the Insured Person while lawfully arresting or detaining or attempting or assisting to arrest or detain a criminal or suspect criminal

ACCIDENT

Fortuitous bodily injury caused by accidental external violent and visible means

PERMANENT TOTAL DISABLEMENT

Permanent disablement of an Insured Person from attending to the whole of their usual occupation

TEMPORARY TOTAL DISABLEMENT

Temporary disablement of an Insured Person from attending to the whole of their usual occupation

TEMPORARY PARTIAL DISABLEMENT

Temporary disablement of an Insured Person from attending to a substantial part of their usual occupation

LOSS OF SIGHT

Total and irrecoverable loss of sight

LOSS OF SPEECH

Total and irrecoverable loss of the power of speech

LOSS OF HEARING

Total and irrecoverable loss of the sense of hearing

MEDICAL EXPENSES

Those expenses necessarily incurred by the Insured Person for medical surgery, manipulative massage, therapeutic X-Ray or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of board and lodging

SECTION 9 - PERSONAL ACCIDENT (EMPLOYEES)

A. COVER

In the event of an Insured Person sustaining Injury during the Period of Insurance the Underwriters will pay the sum or sums specified in the Table of Benefits to the Insured or other person or persons entitled thereto in accordance with either Limit A or Limit B as shown in the Schedule to this Section

B. TABLE OF BENEFITS

LIMIT A in the Schedule to this Section represents the Benefits below:

LIMIT B in the Schedule to this Section represents Double the Benefits below:

1.	Death	£10,000
2.	One of the following Benefits A to F only	
	A) Permanent Total Disablement	£10,000
	B) Loss of sight in one or both eyes	£10,000
	C) Total and Permanent Loss of use of both arms or both hands or both legs or one arm and one leg or one hand and one leg	£10,000
	D) Total Loss by Physical Severance or total and permanent loss of use of all (below the point mentioned) of one:	
		RIGHT LEFT
	i) Arm	£7,000 £6,000
	ii) Forearm	£6,500 £5,500
	iii) Hand	£6,000 £5,000
	iv) Thigh	£6,000 £6,000
	v) Leg at or below the knee	£5,000 £5,000
	vi) Foot	£4,000 £4,000
	It is understood and agreed that for left-handed persons the above scales of benefits may be reversed at the sole discretion of the Underwriters	
	E) Total and Permanent Loss of	
	i) Hearing in one or both ears	£2,500
	ii) Speech	£2,500
	F) Any Permanent Partial Disability not described above	£2,000
3.	Temporary Total Disablement	£100 per week for a period not exceeding 52 weeks
4.	Medical Expenses	up to but not exceeding 15% of the total amount of any claim admitted under items 3 and 4 above

C. EXCLUSIONS

Death or Disablement resulting from:

1. An Insured Person engaging in or taking part in Naval Military or Air Force service or operations driving or riding in any kind of race ski-ing or other winter sports (except for curling or non-competitive skating) mountaineering pot-holing water skiing underwater activities involving use of underwater breathing apparatus parachuting

participating in a professional sport rock climbing martial arts boxing wrestling fencing or any other form of combat squash hockey or any type of football

2. Suicide or attempted suicide or intentional self-injury or from deliberate exposure to exceptional danger (except in an attempt to save human life) or from an Insured Person's own criminal act or sustained whilst the Insured Person is in a state of insanity
3. Any form of aerial flight other than as a fare paying passenger in a fully licensed passenger carrying aircraft
4. Pregnancy, childbirth, miscarriage or abortion or any consequence thereof
5. Any injury existing at the commencement of this Section or on the date that an Insured Person is included in the insurance
6. Venereal infection human immune deficiency virus (HIV) or acquired immune deficiency syndrome (AIDS)
7. The liability of the Underwriters for Benefits in respect of all Insured Persons travelling in the same aircraft shall not exceed £250,000 and in the event of Benefits in the aggregate for all persons travelling in the same aircraft exceeding £250,000 the amount of Benefit payable in respect of each Insured Person shall be proportionately reduced so that the total liability for Benefit hereunder is reduced to £250,000
8. The influence of drugs or alcohol

D. CLAIMS PROCEDURE

1. Any occurrence which may result in a claim being made under this Section must be reported to the Underwriters in writing as soon as possible and full details of the Accident and substantiation of the claim must be submitted within 30 days after such occurrence
2. The Insured Persons shall as soon as possible after the occurrence of any injury obtain and follow the advice of a duly qualified medical practitioner
3. All certificates, information and evidence required by the Underwriters shall be furnished at no expense to the Underwriters and shall be in such form and of such nature as the Underwriters may prescribe. When required the Insured Person shall submit to medical examination on behalf of the Underwriters at its own expense in respect of any alleged Bodily Injury. The Underwriters shall in the event of death of the Insured Person be entitled to have a post mortem examination at its own expense

E. CONDITIONS

1. In respect of any injury or injuries arising out of one accident Benefits 3 and 4 either separately or collectively shall not be payable for a longer period than 52 weeks but no Benefit shall be payable for any period for which no substantiated medical evidence is provided by a duly qualified practitioner
2. In respect of any injury or injuries arising out of one accident payment shall not be made under more than one of the Benefits 1 to 4 but may be payable preceding or following upon Benefit 3
3. No further liability to make any payment in respect of an Insured Person shall attach to the Underwriters after a claim under Benefits 1 or 2 has been admitted and become payable
4. If more than one of the permanent disabilities shown in the Table of Benefits shall result from bodily injuries sustained in one event the total sum payable shall not exceed the amount specified as insured under Item 1 (Death)
5. The degree of permanent disability shall be determined within 12 calendar months of the happening of the event, if possible by agreement between the Insured and the Underwriters, otherwise by medical examination to be conducted by two Surgeons, one to be chosen by the Insured and the other by the Underwriters. The two Surgeons so chosen, if they are not able to agree, may select a third Surgeon and the decision in writing of any two of the Surgeons shall be binding upon the Insured and the Underwriters
6. In respect of any injury or injuries arising out of an accident for which benefit is payable under an Extension (Agricultural Wages Board Sick Pay Scheme) to Section 4 (Employers Liability) then payment under Benefit 3 above shall not commence until liability under the Agricultural Wages Board Sick Pay Scheme ceases.

7. In the event of the disappearance of the Insured Person if after a suitable period of time it is reasonable to believe that death has occurred as a result of accidental Bodily Injury the Death Benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to the Underwriters
8. If the Business or occupation of the Insured or Insured Person shall change from that described in this Section without notice thereof having first been given in writing to the Underwriters and its permission obtained in writing (and subject to payment of such additional premium as the Underwriters may require) then no claim shall be payable in respect of any Accident arising out of or in the course of such Business or Occupation
9. The Underwriters shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this section
10. Words in the masculine gender shall include the feminine and the singular shall where appropriate apply to the plural

F. DEFINITIONS

INSURED PERSON

Any person between the ages of 16 and 65 years and employed by the Insured for the purpose of the Insured's Business or Occupation as stated in the Schedule

INJURY

Fortuitous bodily injury caused by accidental external violent and visible means including bodily injury inflicted upon the Insured Person while lawfully arresting or detaining or attempting or assisting to arrest or detain a criminal or suspect criminal

ACCIDENT

Fortuitous bodily injury caused by accidental external violent and visible means

PERMANENT TOTAL DISABLEMENT

Permanent disablement of an Insured Person from attending to the whole of their usual occupation

TEMPORARY TOTAL DISABLEMENT

Temporary disablement of an Insured Person from attending to the whole of their usual occupation

LOSS OF SIGHT

Total and irrecoverable loss of sight

LOSS OF SPEECH

Total and irrecoverable loss of the power of speech

LOSS OF HEARING

Total and irrecoverable loss of the sense of hearing

MEDICAL EXPENSES

Those expenses necessarily incurred by the Insured Person for medical surgery, manipulative massage, therapeutic X-Ray or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of board and lodging

SECTION 10 - ALL RISKS - COMMERCIAL

A. COVER

The Underwriters will indemnify the Insured against accidental loss of or damage to any items specified in the Schedule to this Section of the Insurance occurring during the Period of Insurance within the Territorial Limits including in the course of transit within the Territorial Limits

B. EXCLUSIONS

1. The first £100 for any Theft loss in respect of property from unattended vehicles
2. The first £50 for each and every other loss
3. Loss or damage caused by wear and tear, any gradually operating cause or any process of cleaning, dyeing, repairing or restoring
4. Electrical, electronic or mechanical breakdown or derangement unless caused by accidental damage to the exterior of the item
5. Loss due to depreciation
6. Consequential loss of any kind
7. Delay, confiscation or detention by custom-house or other officials or authorities
8. Loss or damage by theft or attempted theft unless accompanied by forcible and violent entry to or exit from the premises in which such property is kept
9. Loss or damage by Theft from any unattended vehicle unless all points of access are closed and secured by the locks fitted thereto and all keys are removed from the vehicle
10. Loss or damage to Horticultural or Hired in Plant

C. BASIS OF CLAIM SETTLEMENT

Any claim admitted under this Section will be settled at Replacement Cost.

The total amount payable under this Section shall not exceed

- a) in respect of each item the sum insured and
 - b) the total of the sums insured
- shown in the Schedule to this Section

D. CONDITIONS

If at the time of any loss or damage to any property insured the Sum Insured on the relevant item is less than the value of such property the amount payable shall be proportionately reduced

E. DEFINITIONS

TERRITORIAL LIMITS

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands or as specified in the Schedule to this Section

REPLACEMENT COST

The cost as new at the date of the loss

SECTION 11 - HORTICULTURAL PLANT AND HIRED IN PLANT

A. COVER

The Underwriters will indemnify the Insured against:

- a) loss of or damage to any item of property specified in the Schedule, from any cause not hereinafter excepted
- b) the Insured's liability for damage and loss of hire charges as defined in the terms of a hiring agreement, not being a hire purchase agreement, in respect of plant hire to the Insured and used in the course of their business whilst in the United Kingdom, up to the limit of liability specified in the Schedule

B. EXCLUSIONS

This Section does not cover:

1. loss or damage caused by the loading of an item of insured property in excess of the manufacturers' design loading for the item or in excess of that stipulated by the Underwriters in writing but this exception shall not apply when the application of the excess loading is completely outside the control of the Insured, nor shall it apply to the Insured's liability under any hiring agreement
2. penalties or liability for delay or detention or arising out of guarantees of performance or efficiency or consequential loss of any nature whatsoever other than loss of hire charges under any hiring agreement as defined therein
3. repair or replacement of an item of property necessitated by:
 - i) mechanical or electrical failure or derangement of such item but this exception shall not apply to property for which the Insured is responsible under the terms of a hiring agreement, not being a hire purchase agreement
 - ii) wasting away or wearing out of any part of the item resulting from use or working, chipping of painted surfaces, scratching, gradual deterioration or rust
4. loss of or damage to:
 - i) waterborne vessels or craft or property in or on such vessels or craft
 - ii) bands, belts, trailing cables, flexible hoses, non-metallic linings or tyres unless such loss or damage is attributable to the same occurrence as loss of or damage to other parts of the same item of property for which liability is admitted under this Insurance
5. any vehicle designed primarily for the carriage of goods or passengers but this extension shall not apply to lifting machinery, dumpers or dump trucks
6. caravans, site huts and their contents, scaffolding, shuttering, tarpaulins, ladders, handtools, temporary bridges and similar equipment
7. in respect of each and every loss, £100 or 5% of the loss whichever is the greater

C. CONDITIONS

1. Where the value of the lost or damaged item of property immediately prior to the occurrence exceeds the Sum Insured for the particular item, the Insured shall be his own insurer for the difference and shall bear a proportionate amount of the loss accordingly.
2. In the event of loss of or damage to any item of property for which indemnity is provided under this Section the Underwriters may at their option reinstate, replace or repair the item or may pay in cash the amount of the loss or damage. The Underwriters shall not be liable for the cost of any reinstatement, replacement or repair undertaken without their written consent
3. Underwriters' liability in respect of loss of hire charges shall not exceed a period of three months from the date of the loss of or damage to the hired plant.
4. If the premium for this Section is based on estimates furnished by the Insured, the Insured shall as soon as possible after the expiry of each Period of Insurance furnish such information as the Underwriters may reasonably require to adjust the premium. If the difference between the provisional premium paid hereunder at inception and the earned premium is less than £10.00 then there shall be no adjustment of premium under this Section of the Schedule.

SECTION 12 - DETERIORATION OF FROZEN FOOD

This Section covers loss of or damage to the stock of food kept in the Insured's deep freeze cabinet(s) resulting from:

- a) Mechanical or electrical breakdown to the plant
- b) action of escaping refrigerant fumes, or
- c) accidental failure of public electricity or gas supplies

Limit any one loss as stated in the Schedule

A. Excluding

- a) the first £50 of each and every loss
- b) damage due to any deliberate act or wilful neglect by the insured
- c) damage caused by an electricity power cut which the supplier had planned
- d) any consequential loss

B. Conditions

- a) **AVERAGE CLAUSE** - if at the time of any loss or damage to any property insured the sum insured on the relevant item is less than the value of such property the amount payable shall be proportionately reduced
- b) **MAINTENANCE CLAUSE** – any appliance over 5 years old at the start of the period of insurance must be subject to an annual maintenance programme with a suitably qualified electrical engineer