

Traders Combined Policy



INSURANCE
CORPORATION

Welcome

Welcome to the Insurance Corporation of the Channel Islands.

Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

Your right as an Insured to take legal action remains unaffected by the existence or use of any complaint procedure.

Statutory Status – Important Notice to Insureds

Registered Insurer

Insurance Corporation of the Channel Islands Limited, registered in Guernsey (No. 10569), is licensed and regulated by the Guernsey Financial Services Commission, and is also licensed and regulated by the Jersey Financial Services Commission and the Insurance and Pensions Authority in the Isle of Man.

Insurance Corporation of the Channel Islands Limited is a member of the RSA Group of Companies.

Compulsory Insurance (Employers' Liability) outside of Guernsey

In respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland, Jersey and the Isle of Man the registered insurer shall be:

Royal & Sun Alliance plc (no 93792), Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Royal & Sun Alliance plc is a member of the RSA Group of Companies.

Customer Care

Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. Should you need to make a claim under your policy. Please contact your broker for advice in the first place.

Alternatively you can contact our Claims Team on 01481 707592 during business hours or by email icci.claims@insurancecorporation.com

In the event of an emergency outside normal business hours, please ring 07781 108739, where you will be able to speak to Channel Islands Adjusters, our preferred loss adjuster for large or emergency insurance claims.

Please quote your Policy Number which can be found on your Schedule.

Emergency Repairs

Should emergency repairs be needed to your property, we will put you in touch with a tradesman from our carefully selected panel. You will have to pay the cost of any work done, but where the damage is caused by an insured event, you can of course submit the cost as part of your claim. Whatever the nature of the emergency, you just need to make a single phone call.

Advice Lines

Where do you turn for answers to questions that affect your business? Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal assistance,
- Health and Safety issues,
- Tax advice.

Please call the 24 hour Helpline 0345 078 7543 quoting code 70201.

Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes, we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Traders Combined Insurance Policy

Your Policy

This Policy is a contract between you (also referred to as the Insured or your) and us (also referred to as the Insurer, we, our or Insurance Corporation of the Channel Islands).

We would advise for clarity that although there may be more than one party detailed as Insured in the Schedule, in terms of the application of Sums Insured, Limits of indemnity or cover under the Policy, there is still only one Insured or one party or legal entity so there will only be two parties to the contract of insurance.

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to us being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

We would draw your attention to the Policy Conditions – Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, we may void the policy.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

We also draw your attention to the Policy Conditions – Alterations where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

This Policy may be cancelled:

- A By us giving 30 days notice, in writing, to you at your last known address
- B By you giving 30 days notice, in writing, to us at the address shown in the Schedule.

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.



Mandy Hunt
Managing Director, Insurance Corporation of the Channel
Islands

Policy Conditions

It is a requirement of the Insurer that the following Policy Conditions apply as stated except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees.

Applicable to the whole Policy unless otherwise stated:

1 Action by the Insured

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall:

- A) Notify the Insurer as soon as reasonably possible.
- B) Give notice within 24 hours to the Police Authority in respect of Damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy.
- C) Carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.
- D) Within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Insurer may allow, and at their own expense, deliver to the Insurer:
 - i) Full information in writing of the claim
 - ii) Details of any other insurance relating to the claim
 - iii) All such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details
 - iv) If demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- E) In respect of Liability Insurance:
 - i) Every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to The Insurer without undue delay on receipt
 - ii) Written notice shall also be given without undue delay by the Insured to the Insurer immediately the Insured shall have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the Insurer is liable under this Policy has increased, then no payment shall be made by the Insurer in respect of the amount of such increase.

2 Alterations

This Policy shall be terminated if:

- A) The Business is 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) Any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated.

at any time after the commencement of this Policy unless its continuance be admitted by the Insurer and in respect of 2 C) the Insurer agrees not to avoid the Policy provided that:

- i) Such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Insurer would not have entered into this Policy on any terms
- ii) The Insured shall pay an appropriate additional Premium if required by the Insurer with effect from the date of the alteration
- iii) The Insurer shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

3 Arbitration

Not applicable to Liability Insurances

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions.

Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be a requirement to any right of action against the Insurer.

4 Contribution

A) Applicable to Property Damage

If at the time of any claim, there is any other insurance covering the Insured's interest in the Property Damaged, the Insurer's liability under this Policy shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance Provision.

- i) If any such other insurance is subject to any Underinsurance Provision, this Policy, if not already subject to any Underinsurance Provision shall be subject to the Provision in like manner.
- ii) If any other insurance effected by or on behalf of the Insured is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to Damage, the Insurer's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property.

B) Applicable to Liability Insurance

Other than in respect of Extension 5 (Contingent Motor Liability) to Section 2 (Public/Products Liability), if at the time of any claim there is or, but for the existence there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Insurer will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this Policy it would have been provided by such insurance.

5 Economic, Financial or Trade Sanctions

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition. If any such Prohibition takes effect during the Policy period the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other party at their last known address.

If the whole or any part of the Policy is cancelled the Insurer shall if and to the extent that it does not breach any prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding. For the purposes of this Clause Prohibition shall mean any economical financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover.

6 Fraud

If a claim is in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone appointed to act on their behalf to obtain any benefit under this Policy or if any Damage, claim or loss is caused by the wilful act or with the connivance of the Insured, the Insurer will:

- A) Have no liability to pay any part of or the whole of the fraudulent claim
- B) Be entitled to refuse all claims arising after the fraudulent action
- C) Remain liable for legitimate claims before the fraudulent action
- D) Terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

7 Legal Representation Applicable to Liability Insurance

Where the Insurer provides its consent to indemnify the Insured in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy, the Insurer will choose an appropriate representative (be it a solicitor or otherwise) to act on the Insured's behalf.

The Insurer will provide the Insured with details of the nominated appropriate representative prior to the representative's instruction.

In the event that the Insured wishes to appoint its own representative, the Insured shall provide prior notification of its intention to do so and seek the Insurer's written consent.

The Insured agrees that in respect of its proposed representative:

- i) The hourly rate (or such other fee basis as the case may be to apply and
- ii) The terms and conditions of such appointment shall be subject to the Insurer's prior approval.

In the event of a dispute regarding the amount of legal costs incurred by the Insured's representative the Insured agrees that the Insurer will have the option to audit any files for the purpose of assessing the costs claimed.

8 Policy Voidable

This Policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular.

However, the Insurer agrees not to void the Policy provided that:

- A) Such misrepresentation or non-disclosure has not been deliberate or reckless,
- B) Such misrepresentation or non-disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, the Insurer would not have entered into this Policy on any terms,
- C) The Insurer shall be entitled to impose appropriate additional terms (other than Premium) with effect from inception or if applicable the date of the alteration.

If at the time of Damage, claim or loss the Premium charged to the Insured would have been higher but for the misrepresentation or non-disclosure in any material particular the liability of the Insurer for any loss amount payable shall be limited to the proportion that the Premium charged bears to the higher Premium.

9 Reasonable Precautions

The Insured, at their own expense shall:

- A) Take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in a sound condition,
- B) As soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require.

10 Rights of the Insurer

(Applicable only to Liability Insurance)

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of the Insured without the written consent of the Insurer; which shall be entitled to take over the absolute control of and conduct in the name of the Insured the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

11 Rights of Recovery

Any claimant under this Policy shall, at the request and expense of the Insurer, 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 Insurer.

The Insurer shall not enforce any rights against any company being parent of or subsidiary to the Insured or any company which is a subsidiary of a parent company of which the Insured is itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986 or the Companies (Guernsey) Law 2008 or the Companies (Jersey) Law 1991 or the Isle of Man Companies Act 2006.

12 The Insurer's Liability

For all purposes, including but not limited to the application of the Sums Insured, Limits, Limits of Liability or Limits of Indemnity and consideration of when and how the Policy will respond, all parties included in the definition of the Insured in the Schedule, shall constitute one Insured, or one party or legal entity, so

that there will be only two parties to the contract of insurance between the Insured and the Insurer.

13 Third Party Contract Rights

No person other than the Insured or the Insurer may enforce the terms of this Policy, and the provisions of the Contract (Right of Third Parties) Act 1999 do not apply.

Definitions

The words listed below carry the same meaning wherever they appear in the Policy if they commence with a capital letter and their meaning is not varied by a Definition in a particular Section

Business

The occupation stated in the Master Schedule

Premises

That part of the buildings situated at the address or addresses shown in Schedule 1 and occupied by the Insured for the purposes of the Business

Specified Goods

Tobacco cigarettes cigars wines spirits jewellery precious metals or stones video equipment cassettes or discs computer or video games

General Stock

Stock and materials in trade excluding Specified Goods

Business Equipment

Business equipment fixtures fittings furniture machinery fixed glass and its framework external blinds and signs and all other contents (including personal effects or tools belonging to the Insured or any director partner customer or Employee of the Insured) excluding Money Specified Goods General Stock and landlord's fixtures and fittings

Money

Cash Bank Notes Cheques Girocheques Bankers Drafts Money Orders Postal Orders Bills of Exchange unused Postage Stamps National Insurance Stamps National Savings Stamps and Certificates Holidays with Pay Stamps Credit Company Sales Vouchers V.A.T. Purchase Invoices Customer Redemption Vouchers and unused units in franking machines all the Insured's own or for which he is legally responsible and Trading Stamps and Luncheon Vouchers the Insured's own only whilst in his custody

The following insofar as they are used in connection with the Business and not intended for sale

Business Machines

Cash registers scales typewriters calculators mixers food slicers coffee grinding machines rotisseries microwave ovens hairdressing apparatus telephone installations fixed public address and music systems television sets and franking machines

Damage

Loss destruction or damage

Employee

- a any person under a contract of service or apprenticeship with the Insured or
- b any person supplied to or hired or borrowed by the Insured whilst engaged in the course of the Business

Territorial Limits

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

Section 1a – Contents

A COVER

The Property described in Schedule 1 belonging to the Insured or for which the Insured is legally responsible is covered against Damage sustained at the Premises (including costs and expenses necessarily incurred in removing debris following such Damage) caused by

- 1 fire explosion lightning earthquake
- 2 riot labour or political disturbances
- 3 malicious persons or vandals
- 4 storm or flood but excluding Damage to Property in a garden yard or in the open
- 5 falling trees or parts of trees but excluding Damage caused by the felling or lopping of trees or by tree roots
- 6 bursting overflowing or leakage of water tanks apparatus or pipes or the escape of oil from any fixed domestic heating installation or accidental discharge or leakage from any automatic sprinkler installation provided such discharge or leakage is not caused by freezing and excluding Damage whilst the Premises are empty or disused
- 7 leakage of beer and other beverages from storage containers and connected apparatus
- 8 impact by any animal vehicle or aircraft or other aerial device or articles dropped therefrom
- 9 theft or attempted theft
 - a involving entry to or exit from the Premises by forcible and violent means
 - b as a result of actual or threatened violence or assault to the Insured any partner director or Employee of the Insured or any person lawfully on the Premises
- 10 breakage of fixed glass

B ADDITIONAL COVER

This Section also covers

Business Machines

Damage to Business Machines by any accident or misfortune at the Premises

Property in Motor Vehicles

Damage to Property (other than the Excluded Property below) by any accident or misfortune whilst in or on or being loaded onto or unloaded from any motor vehicle (other than a trailer) within the Territorial Limits and owned by or operated under the direct control of the Insured up to £750 any one occurrence

Excluded Property

- a livestock furs car telephones watches jewellery gold and silver articles precious metals and stones non-ferrous metals cash stamps bank notes bills of exchange securities deeds documents manuscripts or plans
- b china glass earthenware pictures or scientific instruments unless Damage is caused by fire theft an accident to the motor vehicle or an object falling onto the motor vehicle

Property removed for cleaning and repair

Damage to Business Equipment (other than personal effects belonging to the Insured or any director partner or Employee of the Insured) whilst temporarily removed from the Premises for cleaning renovation or repair within the Territorial Limits if Damage is caused by a peril specified in **COVER** of this Section

Fixed Glass Blinds and Signs

Damage (other than Damage by scratching) to fixed glass (including its framework lettering or any intruder alarm foil attached to it) and fixed external blinds and signs at the Premises by any accident or misfortune including the cost of necessary boarding up

pending replacement

Replacement of Locks

Costs incurred as a result of the necessary replacement of locks at the Premises following theft as described in 9 of COVER of this Section of keys from the Premises or from the home of any director partner or Employee authorised by the Insured to hold such keys provided that the Insurers' liability shall not include the cost of replacing the locks of any safe or strongroom if the keys to such locks are left on the Premises whilst closed for business or exceed £500 any one occurrence

C ADDITIONAL PROPERTY COVERED

This Section extends to cover Damage to the following property by any accident or misfortune if it is owned by the Insured or the Insured is legally responsible for it

Television Aerials

Radio and television receiving aerials satellite aerials their fittings or masts at the Premises

Premises

The Premises if Damage is caused by theft or attempted theft as described in COVER of this Section

Underground Pipes and Cables

Underground water gas electricity sewage drainage or telephone pipes wires or cables extending from the Premises to the public main

Sanitary Fittings

Fixed sanitary ware and fittings in the buildings situated at the address or addresses shown in Schedule 1

D LIMITS OF LIABILITY

The Insurers' liability during any one Period of Insurance shall not exceed in respect of

- 1 any Property specified in Schedule 1 the Sum Insured set against it
- 2 all Damage the total of the Sums Insured specified in Schedule 1
- 3 personal effects or tools belonging to the Insured or any director partner customer or Employee of the Insured £500 any one person

subject to the other limits specified in this Section and to the Insurers' liability in respect of Specified Goods and General Stock at the Premises being increased by 20% during the periods 14 days either side of Easter Day and 1st November to 31st December annually

Index-Linking

To help to combat inflation the Sums Insured on the Contents will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey and Jersey (or an alternative index selected by the Insurers) provided that`

- 1 any adjustment made to the Sum Insured will be based on the latest figures available to the Insurers
- 2 at each renewal the premium will be calculated on the adjusted Sum Insured then in force

Protection after Loss

The Sums Insured in Schedule 2 on any Business Equipment Item which sustains Damage by a cause covered by this Section will continue to be index-linked following such Damage while the property is being reinstated provided that the Insured takes all reasonable steps to ensure that the reinstatement is carried out without undue delay

E CLAIMS SETTLEMENT

Following Damage the Insurers' will pay the cost of reinstating the Property equal to its condition when new provided that

- 1 this is carried out without delay and in the most economical manner
- 2 when any Property is partially damaged the Insurers' liability shall not exceed the reinstatement cost that would have been

incurred had it been wholly destroyed

- 3 no payment will be made until reinstatement has been carried out
- 4 if the damaged Property is not reinstated a loss will be settled after allowance for depreciation
- 5 in respect of deeds documents and business books the Insurers' liability shall not exceed their value as stationery together with the clerical cost of re-writing

Underinsurance

If at the time of Damage the total of the Sums Insured specified in Schedule 1 is less than 85% of the reinstatement cost of the Property covered by this Section the Insurers shall bear only that proportion of the Damage which the total of the Sums Insured bear to the total reinstatement cost

F EXCEPTIONS

The Insurers will not be liable under this Section for Damage

- 1 to motor vehicles or accessories whilst thereon
- 2 to blinds or signs not securely fixed to the Premises
- 3 arising from theft or attempted theft
 - a where the Insured or any director partner or Employee of the Insured or member of the Insured's household is concerned as principal or accessory
 - b from an outbuilding
 - c from an unattended vehicle unless all doors and the boot have been locked and the windows and other means of access secured
 - d from a vehicle left unattended at any time outside any working day of the driver or on non-working days or during any rest period of the driver exceeding two hours unless the vehicle is
 - i locked and secured in accordance with sub-paragraph 3c above
and
 - ii garaged in a securely closed and locked building
or
parked in a yard which is fully enclosed and securely closed and locked
- 4 to Property in soft-topped open-topped or open-sided vehicles if caused by theft attempted theft malicious persons vandals or storm
- 5 caused by or resulting from
 - a vibration settlement subsidence rusting corrosion wear and tear deterioration depreciation insects vermin or any process of cleaning repair removal or erection
 - b mechanical or electrical breakdown or use contrary to the manufacturers instructions
 - c atmospheric or other weather conditions other than lightning hail or storm

G OPTIONAL ACCIDENTAL DAMAGE COVER

This cover does not apply unless the Schedule states that 'Accidental Damage' is included

Cover

The property insured under this Section belonging to the Insured or for which the Insured is legally responsible is covered against accidental loss destruction or damage including costs and expenses necessarily incurred in removing debris demolishing shoring-up or propping following such Damage

Exceptions

The Insurers will not be liable under this extension

- 1 for Damage caused by
 - a faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration wear and tear or frost
 - b corrosion rust dampness dryness wet or dry rot shrinkage evaporation loss of weight contamination pollution change in temperature colour flavour texture or finish vermin insects marring or scratching
 - c subsidence ground heave or landslip or the normal settlement or bedding down of new structures
 - d collapse or cracking of buildings
 - e escape overflowing discharging or leaking of water tanks apparatus or pipes when the Premises are empty or disused
- 2 for Damage to Property caused by
 - a its mechanical or electrical breakdown or derangement
 - b its undergoing any process
- 3 for consequential loss of any kind
- 4 for Damage due to disappearance unexplained or inventory shortage misfiling or misplacing of information
- 5 any loss destruction Damage specifically excluded elsewhere in this policy
- 6 The Excess stated in the Schedule

Section 1b – Money

A COVER

Whilst within the Territorial Limits

- 1 Money is covered against Damage
- 2 any safe strongroom case cash box bag or waistcoat used for the storage or carriage of Money is covered against Damage as a result of theft or attempted theft of Money
whilst
 - i in the Insured's Premises
 - ii in transit
 - iii in a bank night safe until removed by an authorised bank official
 - iv in the dwelling of the Insured or of any person to whom such Money is entrustedup to the Limits of Liability below in respect of any one occurrence

B LIMITS OF LIABILITY

- 1 Crossed Cheques Crossed Girocheques Crossed Bankers Drafts Crossed Money Orders
Crossed Postal Orders used National Insurance Stamps National Savings Certificates
Credit Company Sales Vouchers and V.A.T. Purchase Invoices £250,000
- 2 Money (other than 1 above)
 - a in the Premises when closed for business and not contained in a locked safe or strongroom £250
 - b in the dwelling of the Insured or of any person to whom such Money is entrusted £350
- 3 Money (other than 1 above)
in the Premises when closed for business and contained in a locked safe or strongroom £750
- 4 Money (other than 1 to 3 above)
£1,000 or 10% of the total of the Sums Insured specified in Schedule 1 if greater subject to a maximum of £5,000
- 5 any safe strongroom case cash box bag or waistcoat £2,500

C EXCEPTIONS

The Insurers will not be liable under this Section for

- 1
 - a Damage due to error or omission in receipts payments or accounting practice
 - b consequential loss of any kind
- 2 Damage due to the dishonesty of any director partner or Employee of the Insured unless discovered within seven working days of its occurrence
- 3 Damage resulting from a safe or strongroom being opened by the use of a key or a combination code through the key or combination code having been left on the Premises whilst closed for business
- 4 Theft from an unattended vehicle

Section 1c – Interruption of the Business

Definitions

Gross Profit

receipts less cost of goods sold (adjusted for opening and closing stocks) food and laundry

Rate of Gross Profit

Gross Profit expressed as a percentage of receipts

Outstanding Debit Balances

the sums outstanding in the Insureds records of the individual amounts owed to the Insured by customers

Turnover

the Money paid or payable to the Insured for accommodation provided services rendered and for goods sold 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 thereafter during which the results of the Business shall be affected in consequence of the Damage

Rate of Trading Profit

the Rate of Trading Profit earned on the Turnover during the financial year immediately before the date of the Damage - adjusted as may be necessary to provide for variations in or other circumstances affecting the Business so that the adjusted figures shall represent as far as possible the results which but for the Damage would have been obtained during the relative period after the Damage

Annual Turnover

the Turnover during the twelve months immediately before the end of the Damage - adjusted as may be necessary to provide for variations in or other circumstances affecting the Business so that the adjusted figures shall represent as far as possible the results which but for the Damage would have been obtained during the relative period after the Damage

Standard Turnover

the Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period - adjusted as may be necessary to provide for variations in or other circumstances affecting the Business so that the adjusted figures shall represent as far as possible the results which but for the Damage would have been obtained during the relative period after the Damage

N.B. If during the Indemnity Period accommodation shall be provided services rendered or goods sold elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the Money paid or payable in respect of such accommodation services or sales shall be brought into account in arriving at the Turnover during the Indemnity Period

A COVER

If the Business is interrupted because of Damage

- 1 for which the Insurers have admitted liability under Section 1A Contents or Section 2 Buildings or
- 2 to the Insureds records of amounts owed by customers sustained within the Territorial Limits by a cause covered under Section 1A Contents

the Insurers will pay for the trading loss during the period beginning with the occurrence of Damage and ending not later than 36 months during which the results of the Business shall be affected in consequence of the Damage in accordance with CLAIMS SETTLEMENT of this Section

Provided that when the Damage occurs there is insurance in force covering the Insured's interest in the building or other property at the Premises against such Damage under which

- a payment has been made or liability admitted
- or
- b liability would have been admitted but for the exclusion in such insurance losses below a specified amount

B ADDITIONAL COVER

Prevention of Access

The cover provided by this Section extends to include interruption of the Business as a result of

Damage to property in the vicinity of the Premises by a cause covered under Section 1A Contents which hinders or prevents access to the Premises

Disease Infestation and Detective Sanitation

The occurrence at the Premises of murder suicide food or drink poisoning vermin pests defective sanitation or any human infectious or contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition) an outbreak of which the States of Guernsey or Jersey or Local Government Authority has stipulated shall be notified to them

Public Utilities

Accidental failure of public supplies of electricity gas or water at the terminal ends of the public supply undertakings feed to the Premises not occasioned by the deliberate act of any supply authority or by the exercise by any such authority of its power to withdraw or restrict supply

Suppliers

Damage at the Premises of a supplier of the Insured by a cause covered under Section 1A Contents and happening within the Territorial Limits

C LIMITS OF LIABILITY

The Insurers liability for all loss resulting from interruption of the Business arising during any one Period of Insurance shall not exceed

- 1 £450,000 in respect of interruption at any one premises
- 2 £25,000 in respect of Outstanding Debit Balances
- 3 £25,000 in respect of Damage at the premises of a supplier

D CLAIMS SETTLEMENT

The Insurers will pay

- 1 **in respect of reduction in sales** - the Rate of Gross Profit on any shortfall in expected sales less any charges or expenses which are reduced because of the interruption
- 2 **in respect of Outstanding Debit Balances** - the amount by which the Outstanding Debit Balances traced or received following the Damage shall fall short of the Outstanding Debit Balances before the Damage occurred
- 3 **in respect of additional expenditure** - that reasonably incurred to avoid a reduction in sales (but not exceeding the amount which would otherwise have been payable under 1 above) or in tracing and establishing the Outstanding Debit Balances
- 4 **in respect of professional accountants charges** - those reasonably incurred by the Insured for producing and certifying any particulars required by the Insurers in connection with the investigation and verification of a claim

Underinsurance

If at the time of Damage the Sum Insured by this item be less than the sum produced applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

Section 1d – Legal Liabilities

Definitions

Insured

Any person or any company registered in the Channel Islands Great Britain Northern Ireland or the Isle of Man and described in the Master Schedule

Business

The occupation stated in the Master Schedule which shall include the provision of catering social sports and welfare facilities for Employees fire first-aid and ambulance services and private work undertaken with the consent of the Insured by an Employee for a director partner or Employee of the Insured

- 1 the Channel Islands Great Britain Northern Ireland or the Isle of Man
- 2 elsewhere in the world in respect of
 - a any act or omission occurring within 1 above
 - b Injury to or the acts or omissions of persons normally resident in the territories specified in 1 above but temporarily engaged in the Business outside such territories
 - c Injury or Damage caused by Products

Injury

bodily injury including death and disease

Property

material property

Financial Loss

a pecuniary loss cost or expense incurred by any person other than the Insured resulting from

- a escape or discharge of any substance or gas from any premises the property of or in the occupation of the Insured
- b stoppage of or interference with pedestrian vehicular rail air or waterborne traffic not caused by Products

Products

goods (including containers and packaging) not in the custody or control of the Insured sold or supplied by the Insured in connection with the Business from any premises within the territories specified in 1 of Territorial Limits and any error in connection with the sale supply or presentation of such goods

Principal

any party (other than a director partner or Employee of the Insured) on whose behalf the Insured in the course of the Business is undertaking work excluding the sale or supply of Products

Pollution or Contamination

- a all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b all Injury Damage or Financial Loss directly or indirectly caused by such pollution or contamination

A COVER

- 1 In the event of
 - a Injury to any person
 - b Damage to Property other than
 - i Property belonging to the Insured or in his custody or control or
 - ii Property in the custody or control of any Employee

happening during the Period of Insurance in the Territorial Limits and caused either in connection with the Business or by Products the Insurers will subject to the Limits of Liability indemnify the Insured against legal liability for damages and claimants costs and expenses incurred in respect of such Injury or Damage

In paragraph 1b above the expression 'custody or control' shall not apply to

- i any building (including its fixtures fittings and contents provided that in respect of any building which is leased hired or rented to the Insured the Insurers shall not be liable in respect of
 - a Damage to its contents
 - b the first £100 of each and every claim for Damage caused other than by fire or explosion
 - c liability arising solely because of a contract
 - ii visitors' directors' partners' and Employees' personal effects including motor vehicles and their contents
- 2 if the Insured comprises more than one party (which term in the case of a partnership includes each individual partner) the Insurers will indemnify each in the terms of this Section against liability incurred to the other as if such other was not included as an Insured
- 3 The Insurers will in addition pay
- a advocates' and/or solicitors' fees for representation at any Coroner's Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under 1 above

B INDEMNITY TO OTHER PERSONS

The Insurers will indemnify in the terms of this Section

- 1 if the Insured so requests
 - a any director or Employee in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against him
 - b any officer or member of the Insured's canteen social sports or welfare organisations and fire first-aid and ambulance services
- 2 any Principal to the extent that the contract between the Insured and such Principal so requires in respect of liability arising from the performance of work on behalf of such Principal
- 3 the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

if the Insurers are liable to indemnify more than one party the total amount of indemnity to all such parties including the Insured shall not exceed the **Limits of Liability**

C ADDITIONAL COVER

- 1 The Insurers will indemnify the Insured against legal liability incurred by the Insured during the Period of Insurance in respect of Financial Loss subject otherwise to the terms of this Section
- 2 notwithstanding Exception 3 of this Section and provided the Insured is not more specifically insured under any other policy the Insurers will indemnify the Insured in the terms of this Section in respect of Injury Damage or Financial Loss
 - a caused by any motor vehicle which is owned by or in the possession of or being used by or on behalf of the Insured
 - i which is not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation
 - ii designed or adapted primarily for use as a tool but this indemnity shall not apply to liability in respect of which any road traffic legislation requires insurance or security
 - b arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle

- 3 notwithstanding Exception 3 of this Section the Insurers will indemnify the Insured and no other person in the terms of this Section in respect of the use of any motor vehicle not the property of or provided by the Insured and being used in the course of the Business
- the Insurers shall not be liable in respect of
- a Damage to any such vehicle
 - b Injury Damage or Financial Loss arising while such vehicle is being driven by the Insured
- provided that the Insurers shall not be liable under this extension if the Insured is entitled to indemnity under any other insurance
- 4 the Insurers will at the request of the Insured indemnify any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the relevant Health and Safety legislation in the Channel Islands Great Britain Northern Ireland or the Isle of Man committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings
- provided that the Insurers shall not be liable for the payment of fines or penalties
- 5 for UK risks the Insurers 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 Injury or Damage occurring within a period of seven years from the expiry or cancellation of this policy
- provided that the Insurers shall not be liable under this extension if the Insured is entitled to indemnity under any other insurance
- 6 for UK risks when cover is operative for Injury or Damage caused by Products the Insurers will indemnify the Insured and at the request of the Insured against legal costs and expenses incurred with the Insurers written consent in the defence of any criminal proceedings brought for a breach of Part II of the Customers Protection Act 1987 committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against the Insured and legal costs and expenses incurred with the consent of the Insurers in appeal against conviction from such proceedings
- provided that the Insurers shall not be liable for the payment of fines or penalties

D LIMITS LIABILITY

- 1 Any claim or number of claims arising out of one cause for Injury to Employees including claimant's costs and any other costs and expenses incurred with the Insurers' written consent up to limit of £10,000,000
- 2 a Any other claim or number of claims arising out of one cause including claimant's costs and expenses up to £1,000,000
- Provided that the Insurers' liability in any one Period of Insurance in respect of
- i Injury Damage or Financial Loss arising directly or indirectly from Pollution or Contamination which is deemed to have occurred during any such Period shall not exceed £1,000,000
 - ii Injury or Damage happening during any such Period and caused by Products shall not exceed £1,000,000
- b The Insurers will in addition in respect of any other claim or number of claims arising out of one cause pay any other costs and expenses incurred with their written consent

E EXCEPTIONS

THE FOLLOWING EXCEPTIONS DO NOT APPLY TO LIABILITY IN RESPECT OF INJURY TO EMPLOYEES

The Insurers will not be liable in respect of

- 1 any liability for
 - a any amount in respect of liquidated damages fines or penalties
 - b Injury or Damage caused by Products
 - c Financial Losswhich attaches solely because of a contract
- 2
 - a the cost of rectifying defective work
 - b Damage to or the cost of recalling removing repairing or replacing Products arising from a defect in or an error in connection with the sale supply or presentation of such Products
- 3 Injury Damage or Financial Loss arising out of the use of or caused by any craft designed to travel in on or through water air or space (other than hand propelled craft) or any motor vehicle which is owned by or in the possession of or being used by or on behalf of the Insured
- 4 Injury Damage or Financial Loss which results from any deliberate act or omission of the Insured his partners directors or managerial Employees and which could reasonably have been expected having regard to the nature and circumstances of such act or omission

this Exception shall also apply in respect of any deliberate act or omission of any other person claiming indemnity but only so far as indemnity to such person is concerned
- 5 Injury Damage or Financial Loss arising out of or in connection with
 - a the exercise by the Insured his partners assistants Employees or any person acting for him or on his behalf having professional qualifications of professional skill associated with such qualifications
 - b the dispensing of any medicine
- 6 Injury or Damage caused by Products incorporated in a craft designed to travel through air or space which have been specifically supplied by the Insured for that purpose and are directly connected with the safety of such craft
- 7 Injury Damage or Financial Loss which arises directly or indirectly from Pollution or Contamination unless such Pollution or Contamination is 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

for the purposes of this Exception all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

THE FOLLOWING EXCEPTIONS APPLY ONLY TO LIABILITY IN RESPECT OF INJURY TO EMPLOYEES

the Insurers will not be liable in respect of

- 8 Injury arising in connection with work on offshore installations or transit thereto or therefrom
- 9 Injury arising when any Employee is
 - i carried in or upon a vehicle
 - ii entering or getting on to or alighting from a vehicle

in circumstances where any road traffic legislation requires insurance or security

F RIGHT OF RECOVERY

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

but the Insured shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law


Section 1e – Personal Accident (Assault)

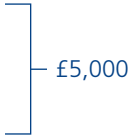
Definition

- a the Insured or any director partner or Employee of the Insured or
- b any person to whom the Insured has entrusted Money other than an Employee of a professional security company or organisation

A COVER

If an Insured Person suffers accidental bodily injury as described below as a direct result of robbery or attempted robbery in the course of the Business the Insurers will pay the relevant sum specified below

- 1 bodily injury which within 24 months from its occurrence is the sole and direct cause of
 - a death or
 - b loss of one or more limbs by physical separation at or above the wrist or ankle or
 - c permanent and total loss of use of one or both hands or feet or
 - d total and irrecoverable loss of sight in one or both eyes

£5,000
- 2 bodily injury not resulting in loss of limbs or sight as defined in 1 which is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending to any business or occupation with proof satisfactory to the Insurers that such disablement has continued for 12 months from its occurrence and will in all probability continue for the remainder of the **Insured Person's** life

£5,000
- 3 bodily injury which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to his occupation
compensation for the period of such disablement but not exceeding 104 weeks £50 per week
provided that
 - a the Insurers shall be liable to make only one payment under 1 and 2 in respect of any one Insured Person resulting from an accident
 - b weekly compensation under 3 shall become payable when the period of disablement has been ascertained and the total amount agreed or at the request of the Insured at intervals of not less than four weeks
 - c the Insured Person shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Insurers expense and as often as they require

B ADDITIONAL COVER

Damage to Clothing and Personal Effects

If Clothing or Personal Effects (excluding jewellery and watches) of an Insured Person sustain Damage as a direct result of robbery or attempted robbery in the course of the Business the Insurers will make good such Damage up to £500 any one Insured Person

Medical Expenses

the Insurers will pay to the Insured Person Medical Expenses necessarily incurred in treatment of the Insured Person subject to a limitation of 15% of COVER 2 incurred as a direct result of robbery or attempted robbery in the course of the Business

Section 2 – Buildings

This section operative only if shown as such in schedule 2

Definition

Buildings

Buildings including outbuildings walls gates and fences and landlord's fixtures and fittings

A COVER

- 1 The Buildings described in Schedule 2 belonging to the Insured or for which the Insured is legally responsible are covered against Damage by the causes specified in COVER of Section 1A Contents other than theft attempted theft or Damage to fixed glass (including its framework lettering or any intruder alarm foil attached to it) at the Premises
- 2 following Damage covered by this Section the Insurers will also pay for
 - a costs incurred with the consent of the Insurers in removing debris dismantling demolishing shoring up or propping that part of the Buildings destroyed or damaged
 - b architects' surveyors' consultants' and legal fees necessarily incurred in the reinstatement of the Buildings but not for preparing any claim
 - c the additional cost of reinstatement of the Buildings incurred solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any municipal or local authority excluding
 - i costs incurred in complying with such regulations or bye-laws under which notice has been served upon the Insured prior to the happening of the Damage or in respect of undamaged parts of the Buildings
 - ii the amount of any rate tax duty development or other charge or assessment which may become payable following compliance with such regulations or bye-laws

B LIMIT OF LIABILITY

The Insurers' liability during any one Period of Insurance shall not exceed in respect of each item specified in Schedule 2 the Sum Insured set against it

Index-Linking

To help to combat inflation the Sums Insured on the Buildings will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey and Jersey (or an alternative index selected by the Insurers) provided that

- a any adjustment made to the Sum Insured will be based on the latest figures available to the Insurers
- b at each renewal the premium will be calculated on the adjusted Sum Insured then in force

Protection after loss

The Sums Insured in Schedule 3 on any Buildings Item which sustains Damage by a cause covered by this Section will continue to be index-linked following such Damage while the property is being reinstated provided that the Insured takes all reasonable steps to ensure that the reinstatement is carried out without undue delay

C CLAIMS SETTLEMENT

Following Damage the Insurers will pay the cost of reinstating the Buildings equal to their condition when new provided that

- 1 this is carried out without delay and in the most economical manner
- 2 when any Building is partially damaged the Insurers' liability shall not exceed the reinstatement cost that would have been incurred had it been wholly destroyed
- 3 no payment will be made until reinstatement has been carried out
- 4 if the damaged Building is not reinstated a loss will be settled after allowance for depreciation

Underinsurance

If at the time of Damage the total of the Sums Insured specified in Schedule 2 is less than 85% of the reinstatement cost of the Buildings covered by this Section the Insurers shall bear only that proportion of the Damage which the total of the Sums Insured bear to the total reinstatement cost

D EXCEPTIONS

The Insurers will not be liable under this Section for Damage

- 1 by frost subsidence ground heave or landslip or the normal settlement or bedding down of new structures
- 2 to fences or gates caused by storm or flood
- 3 to fixed water or heating installations caused by or arising from rusting corrosion wear tear or deterioration

Section 3 – Refrigerated Stock

This section operative only if shown as such in schedule 3

A COVER

Refrigerated Stock is covered against Damage at the Premises as a result of deterioration or putrefaction caused by

- 1 a rise in temperature as a result of
 - a breakdown of or Damage to the refrigerator
 - b non-operation of any thermostatic or automatic controlling devices pertaining to the refrigerator
 - c accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority
- 2 action of refrigerant fumes escaping from the refrigerator

B LIMIT OF LIABILITY

The Insurers' liability during any one Period of Insurance shall not exceed in respect of each Item specified in Schedule 3 the Sum Insured set against it

to help combat inflation the Sums Insured in the Schedule will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey and Jersey (or an alternative index selected by the Insurers)

Index-Linking

provided that

- a any adjustment made to the Sum Insured will be based on the latest figures available to the Insurers
- b at each renewal the premium will be calculated on the adjusted Sum Insured then in force

C UNDERINSURANCE

If at the time of Damage the total of the Sums Insured specified in Schedule 3 is less than 85% of the value of the Property covered by this Section the Insurers shall bear only that proportion of the Damage which the total of the Sums Insured bear to the total value

D EXCEPTIONS

- 1 The Insurers will not be liable for Damage caused by any wilful act or wilful neglect by the Insured or any director partner or Employee of the Insured
- 2 loss or Damage to food in any unit more than 10 years old

Section 4 – Personal Accident

This section operative only if shown as such in schedule 4

Definitions

Bodily Injury

Accidental bodily injury drowning gassing or poisoning or exposure to the elements of an Insured Person resulting in Death or Disablement

Note: Bodily Injury does not include

- a sickness and disease unless resulting from a mishap
- b pregnancy or childbirth or other naturally occurring conditions

Death

Bodily Injury which within 24 months from its occurrence is the sole and direct cause of death

Disablement

Means Loss of Limbs or Sight Permanent Total Disablement Temporary Total Disablement or Temporary Partial Disablement

Loss of Limbs or Sight

Bodily Injury which within 24 months from its occurrence is the sole and direct cause of

- a loss of one or more limbs by physical separation at or above the wrist or ankle or
- b permanent and total loss of use of one or both hands or feet or
- c total and irrecoverable loss of sight in one or both eyes

Permanent Total Disablement

Bodily Injury (not resulting in Loss of Limbs or Sight) which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to any business or occupation with proof satisfactory to the Insurers that such Disablement has continued for one year from the date of the occurrence and will in all probability continue for the remainder of the Insured Person's life

Temporary Total Disablement

Bodily Injury which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to his business or occupation

Temporary Partial Disablement

Bodily Injury which is the sole and direct cause of the Insured Person being partially disabled and prevented from attending to a substantial part of his business or occupation

A COVER

If an Insured Person suffers Bodily Injury the Insurers will pay to the Insured or his legal personal representatives the relevant Benefit for Death or Disablement of such Insured Person specified in Basis of Compensation

B BASIS OF COMPENSATION

The Benefits applicable to each Insured Person are shown in Schedule 4 and the compensation payable will be in respect of

- | | | |
|---|---|------------------|
| 1 | Death | Benefit 1 |
| 2 | Loss of Limbs or Sight | Double Benefit 1 |
| 3 | Permanent Total Disablement | Double Benefit 1 |
| 4 | Temporary Total Disablement - Benefit 2 but excluding the first number of weeks of each period of Disablement shown in Schedule 4 | |
| 5 | Temporary Partial Disablement - 50 % of Benefit 2 but excluding the first number of weeks of each period of Disablement shown in Schedule 4 | |

provided that

- a compensation will not be payable in respect of any one Insured Person under more than one of 1 to 3 above and when compensation becomes payable under 1 to 3 the Insurers' liability in respect of the Insured Person concerned shall cease
- b when compensation under 3 becomes payable such payment may at the request of the Insured or his legal personal representatives be deferred until the expiry of 104 weeks or the Insured Person's earlier Death Such deferment shall not prejudice the Insured's claim to weekly compensation under 4
- c compensation under 4 and 5 above cannot be claimed in respect of any one Insured Person
 - i concurrently for the same period
 - ii under either or both 4 and 5 for a period exceeding 104 weeks from the commencement of the Disablement
- d compensation under 4 and 5 above shall become payable when the period of Disablement has been ascertained and the total amount agreed or at the request of the Insured at intervals of not less than 4 weeks
- e the Insured will undertake to refund to the Insurers any sum paid in respect of an Insured Person's presumed Death if subsequently it is established that the Insured Person is alive
- f the compensation payable will be reduced by the percentage shown below in the event of Bodily Injury sustained while the Insured Person is engaged in

aqualung diving	}	25%	motor cycling	}	50%
association football			point-to-point		
hunting			rugby football		
water ski-ing			winter sports		

C CLAIMS CONDITIONS

In the event of a claim under this Section

- 1 the Insured Person shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Insurers' expense as often as they require
- 2 reasonable notice shall be given to the Insurers before interment cremation or the holding of any inquest enquiry or proceeding concerning the Death or disappearance of an Insured Person

D EXCEPTIONS

The Insurers will not be liable under this Section for Death or Disablement directly or indirectly resulting from

- 1 an Insured Person
 - a committing or attempting to commit suicide or intentionally inflicting self-injury
 - b flying or taking part in other aerial activities except whilst travelling in an aircraft as a passenger and not as aircrew
 - c taking part in mountain or rock climbing necessitating the use of ropes or guides potholing caving racing of any kind (other than on foot or yachting on inland or territorial waters) or ski-jumping
- 2 a cause gradually operating upon an Insured Person
- 3 alcoholism or drug addiction of an Insured Person
- 4 any physical or mental defect or infirmity which was known to the Insured or Insured Person at the time of the occurrence of Bodily Injury unless it has been declared to and accepted in writing by the Insurers However if the period of Disablement is prolonged but not directly or indirectly caused by such physical or mental defect or infirmity the Insurers will pay for that period of Disablement which would have arisen had the physical or mental defect or infirmity not existed
- 5 **Human Immunodeficiency Virus**

No Section of this policy shall apply in respect of and this policy does not cover any claim arising directly or indirectly from any injury illness Death loss expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused

Section 5 – Loss of Licence

This section operative only if shown as such in schedule 5

Definitions

Licence the licence granted for the retail sale of excisable liquors at the Premises specified in Schedule 5

Insured includes for the purposes of this Section the licence holder

A COVER

If during the Period of Insurance the Licence is forfeited under the provisions of the appropriate legislation covering the issue of the Licence or after proper application the renewal of the Licence is refused by the appropriate authority the Insurers will pay for

- 1 the depreciation in value of the Premises
- 2 costs and expenses incurred by the Insured with the Insurers' written consent in connection with any appeal in respect of forfeiture of or refusal to renew the Licence

should the Insured comprise more than one party the Insurers will indemnify each in the terms of this Section as if the other was not included as an Insured provided that the total amount of indemnity shall not exceed the Limit of Liability

B LIMIT OF LIABILITY

The Insurers' liability during any one Period of Insurance in respect of each Item specified in Schedule 5 shall not exceed the Sum Insured set against it

C SPECIAL CONDITIONS

The Insured shall immediately notify the Insurers in writing of any

- 1 complaint about the Premises or about the conduct or control of the Business
- 2 transfer or proposed transfer of the Licence
- 3 change in tenancy or management of the Premises
- 4 objection to renewal of the Licence or any circumstances which may endanger the renewal of the Licence
- 5 proceedings against or conviction of the Insured or the licence holder at the Premises for any breach of licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to his honesty moral standing or sobriety

D EXCEPTIONS

The Insurers will not be liable under this Section for forfeiture or refusal to renew the Licence arising from

- 1 any cause within or under the control of the Insured
- 2 any States of Guernsey or Jersey or local authority planning improvement or redevelopment or compulsory purchase or the surrender reduction or redistribution of licences in connection with them
- 3 any alteration in the law affecting the grant surrender or forfeiture of or refusal to renew the Licence

Policy Exceptions Applicable to all Sections

This policy does not cover

Exception 1 - Excess

Obsolete - please see Policy Schedule

Exception 2 - Radioactive

Damage to any property or any loss or expense resulting or arising therefrom or any Consequential Loss or any legal liability directly or indirectly caused by or contributed to by or arising from

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

but in respect of Injury to Employees under Section 1D this Exception shall apply only when the Insured under a contract has either undertaken to indemnify or to assume the liability of another party in respect of such Injury

Exception 3 - Northern Ireland and Terrorism

- a Damage to property or Consequential Loss in Great Britain by fire or explosion occasioned by or happening through or in consequence directly or indirectly of Terrorism
except to the extent stated in the **Special Provision - Terrorism**
- b Damage to property or Consequential Loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - i civil commotion
 - ii Terrorism

Consequential Loss shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage to property used by the Insured at the Premises for the purpose of the Business

Terrorism shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

Great Britain shall mean England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 or the Channel Islands or the Isle of Man

In any action suit or other proceedings where the Insurer alleges that by reason of this definition any Damage or Consequential Loss is not covered by this policy (or is covered only up to a specified Limit of Liability) the burden of proving that such Damage or Consequential Loss is covered shall be upon the Insured

Special Provision

Terrorism

Subject otherwise to the terms Definitions Exclusions provisions and Conditions of the Policy this insurance includes Damage to Property or Consequential Loss resulting therefrom in Great Britain by fire or explosion occasioned by or happening through or in consequence of Terrorism as defined in Policy Exception 3

provided that the liability of the Insurer in respect of such Damage or Consequential Loss shall not exceed in respect of each loss occurrence for

a	i	Damage to Buildings	£100,000
	ii	Damage to other Property	£100,000
	iii	Consequential Loss	£100,000

or

b any Limit of Liability or Sum Insured stated in the Policy

whichever is the lower

any provision in this policy which provides for any Sum Insured or Limit of Liability to be automatically reinstated following a loss shall not apply to losses covered under this **Special Provision**

Exception 4 - Sonic Boom

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

Exception 5 - War Risks

any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Exception 6 - Confiscation

confiscation nationalisation or requisition by order of any government public municipal local or customs authority

Customer Service

At Insurance Corporation we have a real commitment to customer care. We have built a reputation as an Insurer that puts our customers first. You can help us to maintain this position by letting us know if you consider that our service has been unsatisfactory. We aim to give our customers a high standard of service at all times.

Complaints Procedure

Step 1

If you are unhappy with our service for any reason, you should write initially to the Service Manager of Insurance Corporation at the address shown on your Policy Schedule who will ensure that the matter receives attention.

Step 2

If matters are not resolved to your satisfaction, you are invited to write to:

Post: The Managing Director,
Insurance Corporation of the Channel Islands Ltd,
P O Box 160, Dixcart House,
Sir William Place,
Guernsey,
GY1 4EY.
Email: complaints@insurancecorporation.com

Step 3

If you are not satisfied with our final response to your complaint, you may be eligible to refer your case to one of the Financial Ombudsmen shown below:

1 Channel Islands

Post: Channel Islands Financial Ombudsman (CIFO),
P O Box 114,
Jersey JE4 9QG.
Telephone Guernsey: 01481 722218
Jersey: 01534 748610
Email: enquiries@ci-fo.org

2 United Kingdom

or in respect of Compulsory UK insurance you may be eligible to refer your case to the UK Financial Ombudsman,

Post: Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London E14 9SR.
Telephone: 0800 0234567 (for landline users)
0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

3 Isle of Man

Or in respect of respect of the Isle of Man you may be eligible to refer your case to

Post: The Financial Services Ombudsman Scheme,
Isle of Man Office of Fair Trading,
The Slieau Whallian,
Foxdale Road, St John's,
Isle of Man, IM4 3AS, British Isles.
Telephone: 44 (0)1624 686500
Email: ombudsman@iomoft.gov.im

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action; however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Insurance Corporation of the Channel Islands Limited, a member of the RSA Group of companies. We provide commercial and consumer insurance products and services.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed. We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance. We may need to check your information with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury). Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data). In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

Performance of contract: We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

Consent: In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

Necessity to establish, exercise or defend legal claim: If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.

Compliance with a legal obligation: Where laws or regulations may require us to use your personal information in certain ways.

Legitimate Interests: We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or

Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);

Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);

Where we provide insurance services in partnership with other companies;

In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;

As required to enforce or apply this Privacy Notice, or the contract of insurance itself;

Within our group for administrative purposes;

As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;

With healthcare providers in the context of any relevant claim being made against your policy;

If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims

With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);

With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

Pricing and Underwriting – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.

Credit Referencing – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.

Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.

Where, for a limited period of time, we are using some of your information to improve the products or services we provide.

For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by Insurance Corporation

We understand that your personal information is important to you, therefore you may request the following from us to:

1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information we hold about you is inaccurate, or;
 - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.

5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:

- a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)
- In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:
The Data Protection Officer
Insurance Corporation
P.O. Box 160
Dixcart House
Sir William Place
St. Peter Port
Guernsey, GY1 4EY

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to complaints@insurancecorporation.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with Guernsey Data Protection laws, you may lodge a complaint to the office of the Data Protection Commissioner, whose contact details are:
Data Protection Office
Guernsey Information Centre
North Esplanade
St Peter Port
Guernsey
GY1 2LQ

Compulsory Insurance (Employers' Liability) in Great Britain and Northern Ireland

The following only applies in respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland.

Employers Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers.

Financial Services Compensation Scheme- UK only

Royal and Sun Alliance Insurance PLC is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending of the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

