

# Office 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](mailto: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.

## 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.

# Office 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

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## Definitions

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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** shall mean the occupation stated in the Master Schedule

**Premises** shall mean 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

**Business Equipment** shall mean office or surgery contents equipment Electronic Equipment fixtures fittings fixed glass and its framework external blinds and signs and all other contents including personal effects or tools belonging to the Insured or any other director partner customer or employee of the Insured but excluding Money Business Files and landlords fixtures and fittings

**Electronic Equipment** shall mean personal computers keyboards VDUs and printers dedicated word processing equipment desk-top publishing units multi-user small business computers facsimile machines photocopiers computer aided design equipment telecommunication equipment

**Business Files** shall mean account books deeds manuscripts plans drawings models maps records computer discs and tapes films transparencies or art work

**Money** shall mean 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 Insureds own only whilst in his custody

**Damage** shall mean accidental loss destruction or damage

**Employee** shall mean

- 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** shall mean the Channel Islands Great Britain Northern Ireland or the Isle of Man

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## Section 1A - Contents

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### 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 or whilst temporarily removed or in transit within the Territorial Limits

### B ADDITIONAL COVER

This Section also covers

#### Fixed Glass

Damage to Fixed Glass (including its framework lettering or any intruder alarm foil attached to it) at the Premises 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 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 if it is owned by the Insured or the Insured is legally responsible for it

#### Television Aerials

radio and television receiving aerials their fixtures or masts at the Premises

#### Premises

the Premises if Damage is caused by theft or attempted theft involving entry to or exit from the Premises by forcible and violent means

#### 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 at the Premises

### 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 client or Employee of the Insured £500 any one person  

provided that the Insurers' liability under any Item specified in Schedule 1 shall not exceed 10% of the Sum Insured on such Item in respect of

  - a Damage sustained elsewhere than at the Premises
  - b any one Business File



## Index-Linking

The Sums Insured in Schedule 1 will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey or 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 1 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 Insured 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 Business Files the Insurers' liability shall be limited to costs and expenses incurred in reproducing or recompiling them but shall not include the value to the Insured of the information that they contain

## Underinsurance

If at the time of Damage the total of the Sums Insured on Business Equipment specified in Schedule 1 is less than 85% of the total reinstatement cost of such Property the Insurers shall bear only that proportion of any Damage to Business Equipment which the total of the Sums Insured on Business Equipment bear to the total reinstatement cost of such Property

## F EXCEPTIONS

The Insurers will not be liable under this Section for Damage

- 1 to livestock car telephones motor vehicles or accessories whilst thereon
- 2 to blinds and signs not securely fixed to the Premises
- 3 arising from theft or attempted theft 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
- 4 due to disappearance unexplained or inventory shortage misfiling or misplacing of information
- 5 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 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 bursting overflow or leaking of water tanks apparatus or pipes or the escape of oil from any fixed domestic heating installation when the Premises are empty or disused

- f accidental discharge or leakage from any automatic sprinkler installation if such discharge or leakage is caused by freezing or when the Premises are empty or disused
- 6 to Property caused by
- a its own mechanical or electrical breakdown or derangement
  - b use contrary to the manufacturers' instructions
  - c its undergoing any process
- 7 to Business Files resulting from erasure or distortion of information on computer systems or other records
- a whilst mounted in or on any machine or data processing apparatus unless caused by Damage to the machine or apparatus or by malicious persons
  - b due to defects in such records or deliberate falsification
  - c due to the presence of a magnetic flux or the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- 8 to Electronic Equipment elsewhere than at the Premises unless specified

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## Section 1B - Money

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### 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 entrusted up to the Limits of Liability below in respect of any one occurrence

### B LIMITS OF LIABILITY

- |   |  |          |
|---|--|----------|
| 1 | Money in the Premises during business hours or in a bank night safe  | £2500    |
| 2 | Money in transit in the custody of the Insured or any employee   | £2000    |
| 3 | Money in the dwelling of the Insured or of any person to whom such Money is entrusted  | £500     |
| 4 | Crossed Cheques Crossed Girocheques Crossed Bankers Drafts Crossed Money Orders<br>Crossed Postal Orders used National Insurance Stamps National Savings Certificates Credit<br>Company Seals Vouchers VAT Purchase Invoices and Stamp Franking Machine Unused Units | £250,000 |
| 5 | Money (other than Money described in 4 above) in the Premises when closed for business   |          |
|   | a not contained in a locked safe or strongroom   | £250     |
|   | b contained in a locked safe or strongroom   | £1000    |
| 6 | Money in vending or gaming machines  | £250     |
| 7 | Damage to any safe or strongroom or cash box or cash bag or waistcoat  | £2500    |
| 8 | Any other Money<br>£1000 or 10% of the total of the sums insured specified in Schedule 1 if greater subject to a maximum of £5000  |          |

### C EXCEPTIONS

The Insurers will not be liable under this Section for

- 1 shortages due to error or omission
- 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

## Section 1C - Legal Liabilities

- 1 Person Entitled to Indemnity** shall mean
- a the Insured
  - b the personal representatives of the Insured in respect of legal liability incurred by the Insured
  - c at the request of the Insured
    - i any principal
    - ii any director or partner of the Insured
    - iii any Person Employedagainst legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
  - iv the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
  - v any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured
- each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply
- 2 Employee** shall mean any individual under a contract of service or apprenticeship with the Insured
- 3 Person Employed** shall mean any
- a Employee
  - b labour master and individuals supplied by him
  - c individual employed by labour only sub-contractors
  - d self employed individual (not being in partnership with the Insured)
  - e individual hired to or borrowed by the Insured
  - f individual undertaking study or work experience while under the supervision of the Insured
- } while under the direct control and supervision of the Insured
- 4 Injury** shall mean
- Employers' Liability**
- bodily injury death disease or illness
- 5 Public/Products Liability and Legal Defence Costs**
- bodily injury mental injury death disease illness wrongful arrest or false imprisonment
- 6 Property** shall mean material property
- 7 Business** shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include
- a ownership repair and maintenance of the Insured's own property
  - b provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
  - c Fire and security services maintained solely for the protection of premises owned or occupied by the Insured
  - d private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured
- but in respect of Employers' Liability shall not include any work undertaken Offshore
- 8 Offshore** shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform
- 9 Event** shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- 10 Insured's Contribution** shall mean the amount or amounts specified in the Policy or the Schedule which the Insured agrees to pay
- 11 Intellectual Property Rights** shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property
- 12 Asbestos** shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 13 Asbestos Dust** shall mean fibres or particles of Asbestos
- 14 Asbestos Containing Materials** shall mean any material containing Asbestos or Asbestos Dust

## EMPLOYERS' LIABILITY

The Insurer will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
  - a in Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - or
  - b while temporarily outside these territoriesarising out of and in the course of employment by the Insured in the Business
- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of
  - a costs of legal representation at
    - i any coroner's inquest or inquiry in respect of any death
    - ii proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section
  - b all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 aboveincurred with the Insurer's written consent

Provided that in respect of any one Event

- 1 the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Liability
- 2 the Insurer may at any time pay the Limit of Liability (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Insurer the claims arising out of such Event can be settled The Insurer will then relinquish control of such claims and be under no further liability in respect thereof

## EXCLUSIONS

The indemnity will not apply to legal liability

- 1 of whatsoever nature 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 thereofwhere such legal liability is
  - i that of any principal
  - ii accepted under agreement and would not have attached in the absence of such agreement
- 2 in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the Channel Islands the Isle of Man or European Community

**EXTENSIONS** (each of which is subject otherwise to the terms of this Policy)

**1 Unsatisfied Court Judgements**

In the event of a judgement for damages being obtained

- a by any Employee or the personal representatives of any Employee in respect of injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the insured in the Business
- b against any Insurer or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in b above and

- c remaining unsatisfied in whole or in part six months after the date of such judgement

at the request of the Insured the Insurer will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- a there is no appeal outstanding
- b if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Insurer

**2 Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a any director or partner of the Insured £500
- b any Employee £250

**LIMIT OF LIABILITY**

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

Limit of Liability  
£10,000,000

## PUBLIC/PRODUCTS LIABILITY

The Insurer will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Liability against legal liability for damages in respect of
  - a accidental Injury of any person
  - b accidental loss of or damage to Property
  - c nuisance trespass to land or trespass to goods or interference with any easement right or air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omissionhappening during any Period of Insurance in connection with the Business
- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of
  - a costs of legal representation at
    - i any coroner's inquest or inquiry in respect of any death
    - ii proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 abovewhich may be the subject of indemnity under this Section
  - b all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 aboveincurred with the Insurer's written consent

Provided that in respect of

- A any one Event (Limit of Liability Limit A) but excluding events and incidents specified in B and C below
- B all Events happening during any Period of Insurance in respect of products supplied (Limit of Liability Limit B)
- C all incidents considered by the Insurer to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere (Limit of Liability Limit C)

the following shall apply

- i the total amount payable by the Insurer in respect of 1 2 and 3 above and all Extensions and Memoranda shall not exceed the Limit of Liability
- ii the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Insurer shall be liable to make any payment
- iii the Insurer may at any time pay the Limit of Liability (less any sums already paid as damages) or any lesser amount for which at the absolute discretion of the Insurer the claims arising out of such Event can be settled The Insurer will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Insurer may be responsible prior to the date of such payment
- iv where the Insurer is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Liability

## EXCLUSIONS

The indemnity will not apply to legal liability

- 1** arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any
  - a mechanically propelled vehicle other than legal liability arising out of
    - i the use of plant as a tool of trade on site
    - ii the use of plant at the premises of the Insured
    - iii the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance contract or where insurance or security is required by law
  - b aircraft or other aerial device
  - c aerospace device
  - d hovercraft
  - e water-borne craft
- 2** for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business
- 3** for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than
  - a Employees' directors' partners' or visitors' personal effects including vehicles and their contents
  - b premises and their contents not owned by or leased or rented to the Insured at which time the Insured is undertaking work in connection with the Business
  - c premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
    - i has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
    - ii arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings
- 4** caused by or arising out of pollution or contamination of buildings or other structures or of water or land or of the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance  
Provided that all pollution or contamination which arises out of one incident shall be considered by the Insurer for the purposes of this Policy to have occurred at the time such incident takes place
- 5**
  - a in respect of loss of or damage to any
    - i product supplied
    - ii contract work executed} by the Insured  
caused by any defect therein or the unsuitability thereof for its intended purpose
  - b for the costs of recall removal repair alteration replacement or reinstatement of any
    - i product supplied
    - ii contract work executed} by the Insured  
necessitated by any defect therein or the unsuitability thereof for its intended purpose
- 6** arising from or in connection with
  - a advice
  - b design
  - c specification} provided for a fee
- 7** arising from or in connection with any
  - i product supplied
  - ii contract work executed} by the Insured  
where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement



- 8 for the costs of remedying
  - a any defect or alleged defect
  - b the presence of Asbestos Asbestos Dust or Asbestos Containing Materials in premises disposed of by the Insured
- 9 for
  - a fines or penalties
  - b compensation ordered or awarded by a Court of Criminal Jurisdiction
  - c aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 10 of whatsoever nature 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
- 11 arising from 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
- 12 the Insured's Contribution of £250 (or such other higher amount specified in the Schedule) in respect of loss of or damage to property
- 13 for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
- 14 for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- 15 arising out of or in connection with any breach of professional duty

**EXTENSIONS** (each of which is subject otherwise to the terms of this Policy)

**1 Cross Liabilities**

If the Insured comprises more than one party the Insurer will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Liability

**2 Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a any director or partner of the Insured £500
- b any Employee £250

**3 Contingent Motor Liability**

Notwithstanding Exclusion 1a the Insurer will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- a in respect of loss of or damage to such vehicle or to property conveyed therein
- b arising while such vehicle is being driven by the Insured
- c in respect of which the Insured is entitled to indemnity under any other insurance
- d arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

#### 4 Overseas Personal Liability

The Insurer will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- a to legal liability arising out of the ownership or occupation of land or buildings
- b where indemnity is provided by any other insurance

#### 5 Data Protection Law

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Insurer will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998 or equivalent legislation in the Channel Islands

Provided that the Insured is registered in accordance with the terms of the applicable data protection legislation or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998 or equivalent legislation in the Channel Islands

The Extension shall not apply in respect of

- a the payments of fines or penalties
- b the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- c liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- d claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- e legal liability where indemnity is provided by any other insurance

#### LIMITS OF LIABILITY

Limit A	£2,000,000
Limit B	£2,000,000
Limit C	£2,000,000

## LEGAL DEFENCE COSTS

The Insurer will provide indemnity to the Insured and if the Insured so requests any Person Employed or director or partner of the Insured up to a Limit of Liability of £250,000 in all (regardless of the number of periods of insurance during which this Policy operates or parties entitled to indemnity) in respect of

- a legal costs and other expenses incurred with the Insurer's written consent
- b costs awarded against the Insured or any director or partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts A and B below

### **Part A (only operative if Employers' Liability is operative)**

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or equivalent legislation in the Isle of Man or Channel Islands where the proceedings relate to the health safety and welfare of any Person Employed or director or partner of the Insured

### **Part B (only operative if Public/Products Liability is operative)**

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or equivalent legislation in the Isle of Man or Channel Islands where the proceedings relate to the health safety and welfare of any person other than a Person Employed or director or partner of the Insured
- 2 Part II of the Consumer Protection Act 1987 or any equivalent legislation in the Channel Islands or the Isle of Man

Provided that in respect of **Part A** and **B**

- 1 the indemnity will not apply
  - a to fines or penalties of any kind
  - b to compensation ordered or awarded by a court of criminal jurisdiction
  - c where Injury of any person or loss of or damage to Property has occurred
  - d where indemnity is provided by any other insurance
  - e to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
  - f to proceedings consequent upon any deliberate act or omission by
    - i the Insured
    - ii any partner or director of the Insured
    - iii any Person Employed with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
- 2 the Insurer may at any time pay the Limit of Liability (less any sums already paid) or any lesser amount for which at the absolute discretion of the Insurer the claims arising can be settled but including any amount for which the Insurer may be responsible prior to the date of such payment  
The Insurer will then relinquish control of such claims and be under no further liability in respect thereof
- 3 where the Insurer is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Liability

## Section 1D - Personal Accident (Assault)

### Definition

**Insured Person** shall mean

- 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 and when compensation becomes payable under 1 or 2 the Insurers' liability in respect of the insured person concerned shall cease
    - 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 direct result of robbery or attempted robbery in the course of the Business

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## Section 2 - Interruption of the Business

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### Definitions

**Revenue** shall mean the Insured's charges for work done in the course of the Business

**Indemnity Period** shall mean the period beginning when the Damage occurs and ending not later than the period of months specified in the Maximum Indemnity Period in Schedule 2 during which the results of the Business shall be affected in consequence of the Damage

### A COVER

If the Business is interrupted because of Damage for which the Insurers have admitted liability under Section 1A Contents or Section 3 Buildings the Insurers will pay for the loss of Revenue or additional costs reasonably incurred by the Insured during the Indemnity Period 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 for losses below a specified amount

### B ADDITIONAL COVER

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

### Prevention of Access

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 Defective 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 undertaking's 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

### 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 in respect of

- 1 each Item specified in Schedule 2 the Sum Insured set against it
- 2 all Damage the total of the Sums Insured specified in Schedule 2

### D CLAIMS SETTLEMENT

The Insurers will pay

- 1 for an Item in Schedule 2 on Revenue
  - a **in respect of reduction in Revenue** - the amount by which the Revenue falls short of the expected Revenue during the Indemnity Period less any charges or expenses which are reduced because of the interruption

- b **in respect of additional expenditure** - that reasonably incurred to avoid a reduction in Revenue but not exceeding the amount which would otherwise have been payable under a above
- 2 for an Item in Schedule 2 on Additional Expenditure the additional costs and expenditure necessarily and reasonably incurred because of the Damage to avoid a reduction in Revenue during the Indemnity Period
- 3 for professional accountants' charges 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 on any Item on Revenue specified in Schedule 2 is less than 85% of the Revenue which would have been earned during the period of the Maximum Indemnity Period specified in Schedule 2 following the Damage the amount payable under this Section will be proportionately reduced

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## Section 3 - Buildings

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This section is operative only if shown as such in Schedule 3

### Definition

**Buildings** shall mean buildings including outbuildings walls gates and fences and landlord's fixtures and fittings

### A COVER

- 1 The Buildings described in Schedule 3 belonging to the Insured or for which the Insured is legally responsible are covered against Damage
- 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 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 building regulations laws or ordinances of the States of Guernsey or Jersey or 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 3 the Sum Insured set against it

### Index Linking

to help 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 any time of Damage the total of the Sums Insured in Schedule 3 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 to fixed glass or its framework
- 2 to fences and gates caused by storm or flood
- 3 caused by
  - a theft or attempted theft from any part of the building not occupied by the Insured for the purpose of the Business or to lead forming part of the exterior of the Premises
  - b faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration wear and tear or frost
  - c corrosion rust dampness dryness wet or dry rot shrinkage collapse cracking evaporation contamination changes in temperature colour texture or finish vermin insects marring or scratching
  - d subsidence ground heave or landslip or the normal settlement or bedding down of new structures



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## Section 4 - Outstanding Debit Balances

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This section is operative only if shown as such in Schedule 4

### Definition

**Outstanding Debit Balances** shall mean the sums outstanding in the Insured's records of the individual amounts owed to the Insured by clients

### A COVER

If the Insured's records of Outstanding Debit Balances sustain Damage within the Territorial Limits by a cause covered under Section 1A Contents and the Insured in consequence is unable to fully trace or establish the Outstanding Debit Balances the Insurers will indemnify the Insured in accordance with **Claims Settlement** of this Section

### B LIMIT OF LIABILITY

The Insurers' liability during any one Period of Insurance shall not exceed in respect of each Item specified in Schedule 4 the Sum Insured set against it

### C CLAIMS SETTLEMENT

Following Damage the Insurers will pay

- 1 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
- 2 for additional expenditure incurred with the previous consent of the Insurers in tracing and establishing the Outstanding Debit Balances

if at the time of Damage the total of the Sums Insured specified in Schedule 4 is less than 75 per cent of the total of the Outstanding Debit Balances the amount payable under this Section will be proportionately reduced

### D SPECIAL CONDITION

Every three months the Insured shall record the current total of the Outstanding Debit Balances and keep such record in a place other than at the Insured's own premises

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## Section 5 - Personal Accident

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This Section is operative only if shown as such in Schedule 5

### Definition

**Bodily Injury** shall mean 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** shall mean 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

**Incident** shall mean all individual losses arising out of and directly occasioned by one sudden unexpected unusual specific event occurring at any identifiable time and place

**Incident Limit** shall mean the maximum amount the insurer will pay in the aggregate under this policy and any other policy of personal accident insurance issued by the Insurers in the Insured's name in respect of all losses arising out of one and the same incident

**Insured Person** shall mean any person or category of persons shown in the schedule

Cover does not apply to any person under the age of 16 or after the expiry of the Period of Insurance during which any person attains the age of 65

**Loss of Limbs or Sight** means 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** means 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** means 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** means 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 5 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 5

5 Temporary Partial Disablement - 50% of Benefit 2 but excluding the first number of weeks of each period of Disablement shown in Schedule 5

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		

6 Incident Limit - £2,000,000

## C CLAIM 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 claims 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

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## Policy Exceptions Applicable to all Sections

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### Exception 1-Excess

This policy does not cover

- a the first £100 of each claim under Section 1A - Contents or Section 3 - Buildings
  - b the first £50 of each claim under Section 1B - Money
- subject to the maximum excess not exceeding £100 in respect of all Damage arising from the same incident

### Exception 2-Radioactive Contamination

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 1C 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

a	i	Damage to Buildings	£100,000
	iii	Damage to other Property	£100,000
	iiii	Consequential Loss	£100,000
	iv	Outstanding Debit Balances	£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

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## Policy Conditions Applicable to all Sections

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### Condition 1 - Compliance with Policy Terms

The Insurers' liability will be conditional upon the Insured complying with the terms of this policy

### Condition 2 - Reasonable Precautions

The Insured must take or cause to be taken all reasonable precautions to prevent or minimise Injury or Damage

### Condition 3 - Alterations

Cover under this policy will cease in the event of any alteration which increases the risk of Damage or where the Insured's interest ceases (other than by will or operation of law) unless such alteration is agreed in writing by the Insurers

If the Business is wound up or carried on by a Liquidator or Receiver or permanently discontinued cover under Section 2 is inoperative

### Condition 4 - Claims Procedure and Requirements

In the event of circumstances giving rise to or likely to give rise to a claim the Insured shall

- a report it to the Insurers immediately and furnish in writing full details of Injury or Damage as soon as possible but at the latest within seven days if caused by riot civil commotion or malicious persons
- b report it to the Police immediately in the event of Damage by malicious persons theft or accidental loss
- c at his own expense give all evidence information and assistance as required
- d send every writ or other document to the Insurers immediately and not acknowledge it nor admit liability nor promise payment to other parties without the Insurers' written consent
- e permit the Insurers at their own discretion and expense to take over and conduct the defence or settlement of any claim and to take all necessary steps for enforcing any rights against any other party in the name of the Insured before or after meeting the Insured's claim

### Condition 5 - Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy or if any Damage be occasioned by the wilful act or with the connivance of the Insured all benefits under this policy shall be forfeited

### Condition 6 - Insurers' Rights

- a The Insurers may enter any Premises where Damage has occurred and take possession of or require to be delivered to them any property insured and deal with it in any reasonable manner
- b the Insurers are entitled to take over and conduct the defence or settlement of any claim at their discretion
- c under Section 1C the Insurers may at any one time pay the Limit of Liability (after the deduction of any sum or sums already paid) or any less amount for which such claim or claims can be settled and shall then relinquish the conduct and control of and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

### Condition 7 - Other Insurances

If the Damage or liability which is the subject of a claim under this policy is covered by any other insurance the Insurers will not pay more than their rateable proportion

## **Condition 8 - Cancellation**

This policy may be cancelled

- a by the Insurers sending seven days notice by letter to the last known address of the Insured The Insured shall be entitled to a pro rata return of premium
- b by the Insured who shall be entitled to a return of the premium after deduction of premium at the Insurers' short period rates for the period the Policy has been in force

## **Condition 9 - Cancellation of Monthly Premiums**

If this policy is issued or renewed on the basis of monthly premiums the liability of the Insurers will cease in the event of non-payment of any monthly premium on its due date but before cancellation takes effect the Insurers will send seven days notice by letter to the last known address of the Insured



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## Endorsements

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These endorsements are operative only if the number set against them appears in Schedule 6 and each is subject to the terms of this Policy as are any other endorsements shown in Schedule 6

### Endorsement 1 - Increased Excess

The Excess specified in Policy Exception 1 is increased to the amount shown against Endorsement 1 in Schedule 6 in respect of each claim under Section 1A Contents or Section 3 Buildings subject to the maximum Excess applicable under this policy not exceeding the amount shown against Endorsement 1 in respect of all Damage arising from the same incident

### Endorsement 2 - Increased Excess (Theft and Glass)

The Excess specified in Policy Exception 1 is increased to the amount shown against Endorsement 2 in Schedule 6 in respect of each claim under Section 1A Contents where Damage is caused by theft attempted theft or breakage of fixed glass subject to the maximum Excess applicable under this policy not exceeding the amount shown against Endorsement 2 in respect of all Damage arising from the same incident

### Endorsement 3 - Intruder Alarm

When an Intruder Alarm is installed at the Premises the Insurers' liability in respect of damage caused by theft or attempted theft is conditional on

- a the Intruder Alarm being kept in an efficient condition
- b a maintenance contract being in force with the company which installed the Intruder Alarm or any other company agreed with the Insurers and the maintenance contract company being immediately advised of any apparent defect in the Intruder Alarm or its signalling
- c any detection devices and their circuits connected for continuous operation being fully operable at all times
- d the Premises not being left unattended unless the Intruder Alarm is put into full operation and is at the time fully serviceable to the best knowledge or belief of the Insured or his authorised representative
- e the Insurers being notified
  - i as soon as possible if written notice is received from the Police warning of possible or intended withdrawal of response to calls from the Intruder Alarm
  - ii before any alteration to or substitution of the Intruder Alarm and associated maintenance contract is made
  - iii as soon as possible if the Local Authority or Magistrate impose any requirement under the Environmental Protection Act or any other legislation requiring modification of the alarm by the Insured

unless the terms of this Condition are varied with the express agreement of the Insurers

### Definition

For the purposes of this Endorsement 'Intruder Alarm' includes detection devices detection circuits control and processing equipment power supplies audible and remote signalling including any ancillary telecommunication systems

## Endorsement 4 - The Minimum Standard of Security

The Minimum Standards of Security must be implemented at all premises insured for Theft cover within 8 weeks of the cover commencing

- a) The Final Exit Door of the Premises must be fitted with either
  - 1) for timber or steel framed doors - a mortice deadlock which has 5 or more levers and/or conforms to BS3621:1980 specification for thief resistant locks and matching boxed striking plate
  - or
  - 2) for aluminium or UPVC framed doors - a cylinder operated mortice deadlock or a deadlocking multi-point locking system
- b) All other external doors and all internal doors giving access to any part of the buildings not occupied by the Insured for the purpose of the Business must be fitted with either
  - 1) any of the locking arrangements as specified in a) 1) or 2) above in accordance with the door frame
  - or
  - 2) two key - operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- c) All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies or down pipes must be fitted with key-operated window locks  
This requirement does not apply to window/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from the Insurer and is stated on the Schedule

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements

- d) Each item of electronic equipment with an individual replacement value of £1,000 or greater must be
  - 1) permanently and prominently marked with the post code of the Premises and either the owner's name or company logo
  - or
  - 2) securely anchored to the desk work station or to the structure of the building by a hold down device approved by the Insurer the keys to which have been removed from the Premises or contained in a securely locked safe the keys to which have been removed from the Premises.

Failure to implement these requirements may result in a theft claim not being paid

# 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](mailto: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](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://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](mailto: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](mailto: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.

