



中国太平
CHINA TAIPING



Policy

Office

中國太平保險(英國)有限公司
CHINA TAIPING INSURANCE (UK) CO LTD

Authorised and regulated by the Financial Services Authority

China Taiping Insurance (UK) Co Ltd. are members of the Association of British Insurers (ABI)

Registered Office: The Communications Building, 48 Leicester Square, London WC2H 7LT. Registered in England No. 1766035

07/2010

OFFICE INSURANCE POLICY

The Insured having applied to China Taiping Insurance (UK) Co Limited (the Company) for this insurance and having paid or agreed to pay the premium the company will by payment or at its option by repair reinstatement or replacement provide insurance in the terms of the policy.

On behalf of China Taiping Insurance (UK) Co Ltd.
Authorised Insurer



Chief Executive

Please read this Policy to ensure you understand its terms and conditions.
Should you have any query please contact your insurance adviser or CTI (UK) Co Limited.

CUSTOMER COMPLAINTS

Although we are proud of our fair and efficient service, should you feel on any occasion that our service has fallen below the standard you would normally expect, then you should contact your insurance adviser or alternatively write under Private and Confidential cover or telephone to:

The Chief Executive,
China Taiping Insurance (U.K) Co Ltd
The Communications Building
48 Leicester Square
London WC2H 7LT
Telephone: 020 - 7839 1888

Your complaint will be acknowledged and investigated immediately. It would greatly assist us if you could quote your policy number in any communication.

Should you remain dissatisfied you may approach:

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

Making a complaint will not prejudice your rights to take legal proceedings.

THE LAW APPLICABLE TO THIS CONTRACT

The parties to this contract have the right to choose the law that should apply.
China Taiping Insurance (UK) Co Ltd propose to apply English Law and in the absence of any written agreement to the contrary, English Law will apply.

SPECIAL PROVISIONS

1. Average

If on the happening of loss destruction or damage

- (a) a Sum Insured under Section 1 - Buildings or Section 2 - Contents (other than the Sum Insured for the Cost of Reinstating Computer Data) is less than the value of the property covered including (for Section 1 and 2) the cost of removal of debris and (for section 1) architects and surveyors fees.
- (b) the Sum Insured under Section 4 - Loss of income is less than the Gross Fees which would have been received in the Maximum Indemnity Period stated in the Schedule following the date of the loss destruction or damage had the loss destruction or damage not occurred.
- (c) the Sum insured under Section 8 - Book Debts if applicable is less than the Outstanding Gross Fees and Outlay as defined.

The amount payable shall be proportionately reduced.

2. Reinstatement of the Sum Insured

The Sum Insured shall not be reduced by any claim under Section 2 - Contents.

3. Excess

The Company will not liable for the first £250 of each claim for loss destruction or damage under section 1,2,3 and 6 as ascertained after the operation of Special Provision 1 - Average where applicable.

GENERAL DEFINITIONS

The Business - The Insured Business or profession as stated in the Schedule

The Premises - That part of the premises at the address stated in the Schedule used by the Insured in connection with the Business.

SECTION 1 - BUILDINGS

COVER

The Company will indemnify the Insured for

1. Loss or destruction of or damage to the Property occurring during the Period of Insurance.
 - (a) the cost of removal of debris dismantling and/or demolishing shoring up or propping of portions of the Property
 - (b) architects' and surveyors' fees necessarily incurred in the reinstatement of the Property (but not exceeding the scale of fees authorised by the respective professional institutes)
 - (c) the additional cost of reinstatement of the Property necessarily incurred to comply with Statutory Building Regulations or Municipal or Local Authority bye-law

consequent on loss destruction or damage covered under this section

LIMIT

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 1 in the Schedule.

CLAIMS SETTLEMENTS

Claims will be settled on the basis of reinstatement. Reinstatement means the rebuilding or replacement of destroyed Property or the repair or restoration of the damaged portion of the Property in each case in a condition equal to but not better or more extensive than its condition when new

provided that

1. the Property is maintained in good repair
2. no payment beyond the amount which would have been payable under the Policy if this provision had not been incorporated therein shall be made until the cost of reinstatement has actually been incurred
3. in the event of damage if 85% of the cost of reinstatement of the whole of the Property exceeds the Sum Insured on that Property at the commencement of the damage the amount payable by the Company will be proportionately reduced

DEFINITION

Property

The building at the Premises and outbuildings walls gates and fences including Landlord's fixtures and fittings

EXTENSIONS

1. Loss of Rent - should damage by any of the insured perils under Section 1 render the Buildings uninhabitable but only in respect of the period necessary for their repair or reinstatement and for an amount not exceeding 10% of the Sum Insured on the Buildings.
2. Property Owner's Liability - all sums for which the Insured becomes legally liable
 - (a) as owner of the Buildings but not as occupier to any person not employed by the Insured and not a member of his household for accidental bodily injury or accidental damage to property occurring during the currency of this policy
 - (b) to any person in consequence of Section 3 of the Defective Premises Act 1972 for accidental bodily injury or accidental damage to property occurring during the currency of this policy as a result of defects in any premises previously owned/leased and occupied by the Insured and disposed of since 1 January 1974 by the Insured but this insurance shall not be brought into contribution in any loss for which the Insured shall be entitled to receive compensation from any other source

but excluding any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement. Provided always that the liability of the Company for all claims made in respect of or arising out of one accident or series of accidents occurring in connection with or arising out of one event shall not exceed the sum of £2,000,000. In addition the Company will indemnify the Insured in respect of all law costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Company

LIMIT

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 1 in the Schedule

EXCEPTIONS

This Section does not cover

1. loss destruction or damage by explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under the control of the Insured (but this exception shall not apply to domestic boilers nor to loss or damage by fire resulting from explosion)
2. Loss destruction or damage by storm or flood to gates and fences
3. Loss destruction or damage to glass and sanitaryware
4. wear and tear or frost
5. the cost of maintenance or routine decoration
6. loss destruction or damage caused by or resulting from
 - (a) insect vermin fungal attack dampness dryness or any gradually operating cause
 - (b) faulty or defective design materials or workmanship inherent vice or latent defect
 - (c) any process of cleaning restoring altering or repairing
 - (d) subsidence collapse landslip ground heave creeping normal settlement shrinkage cracking or expansion in buildings or foundations
 - (e) riot civil commotion malicious persons strikers locked-out workers or persons taking part in labour disturbances in Northern Ireland
7. depreciation in value
8. theft or attempted theft
9. loss or damage arising directly or indirectly from destruction or damage to aerial equipment designed to receive signals from Earth orbiting satellites
10. loss destruction or damage or the cost of removing debris arising from pollution or contamination
 - (a) by any event other than fire lightning explosion aircraft or other aerial devices or articles dropped there from riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from water tanks apparatus or pipes sprinkler leakage of oil impact by any road vehicle or animal and theft not otherwise excluded
 - (b) to property not insured by this section
11. loss destruction or damage attributable solely to changes in the water table level

SECTION 2 - CONTENTS

COVER

The Company will indemnify the insured for

1. loss or destruction of or damage to
 - (a) the Contents whilst in the Premises
 - (b) the Contents (other than Documents) temporarily removed anywhere within Great Britain Northern Ireland the Channel Islands and the Isle of Man
 - (c) the Documents whilst in transit or in premises not occupied by the Insured
2. damage to the fabric of the Premises (other than outbuildings) arising from theft or attempted theft involving entry or exit by forcible and violent means provided that the Insured is responsible for the repairs
3. accidental damage to underground pipes services and cables provided the Insured is responsible for the repairs
4. the cost of removing debris of the property insured by this Section from the site of the damage or the immediately adjacent area following destruction or damage covered by this Section

LIMITS

The amount payable in any one Period of Insurance is limited as follows

1. **Contents temporarily removed**
(except Data Carrying Materials and Documents)
15% of the Sum Insured on Contents (except Data Carrying Materials and Documents)
2. **Documents:**
£2,500 or as varied in the Schedule (£500 any one Document)
3. **Any one employee's personal effects**
£250
4. **Any other claims**
The corresponding Sums Insured in the Schedule

SPECIAL CONDITION

It is a condition precedent to liability that whenever the Premises are closed for business all the keys and records of combination numbers of the safe(s) and strong rooms(s) be removed from the Premises except while the Insured or an authorised responsible employee is actually therein Further if the person(s) holding the keys and records of combination numbers resides in a residence adjoining and communicating with the premises the keys and records of combination numbers be removed from the residence when left unattended

CLAIMS SETTLEMENT

1. Computers

- (a) Claims for damage to Computer Equipment will be settled on the basis of the cost of repair or replacement at the time of loss subject to an adjustment where appropriate for wear and tear Claims for Computer Equipment which is lost or in the opinion of the Company damaged beyond repair will be settled on the basis of replacement by Equipment of similar or improved capability provided that the cost is no greater than that of replacing the original item as new
- (b) Claims for the Estimated Costs of Reinstating Data after a loss will be settled on the basis of the cost of recompiling data from other sources and re-recording it on new data Carrying Materials The data may be produced in an updated form provided that the cost is no greater than that of reinstatement in the original form. The Company shall not be liable for the value of the data lost or damaged

2. Documents-Claims for Documents will be settled on the basis of

- (a) the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the insured of the information contained in them
- (b) the cost of obtaining evidence of their contents and the premium for indemnity bonds required from the Insured if the Documents are irreplaceable

3. Others

- (a) Claims for the total loss or destruction of any other item of office furniture equipment fixture or fitting will be settled on the basis of the cost of the item as new at the time of the loss
- (b) All other claims will be settled on the basis of repair or replacement at the time of the loss subject to an adjustment for wear and tear

DEFINITIONS

Contents

- 1. All contents of the Premises used in connection with the Business and belonging to the Insured or for which the Insured is responsible
- 2. Employees' effects if they are not otherwise insured
- 3. Landlord's fixtures and fittings and interior decorations and shop fronts for which the insured is responsible

Computer Equipment

All data processing and associated equipment belonging to the Insured or for which the Insured is responsible

Data Carrying Materials

All disks tapes and similar materials belonging to the Insured or for which the Insured is responsible.

Documents

Essential business documents or records including deeds securities valuations plans designs and books of account belonging to the Insured or for which the Insured is responsible.

Valuables

Jewellery articles of gold silver or other precious metal and watches belonging to the Insured or for which the Insured is responsible

EXCEPTIONS

This Section does not cover

1. any item for which there is no Sum Insured in the Schedule
2. loss destruction or damage caused by or resulting from
 - (a) Mechanical or electrical breakdown or derangement
 - (b) damage to bulbs valves or transistors unless caused by fire theft or impact
 - (c) moth vermin insects or fungal attack
 - (d) any process of cleaning restoring altering or repairing
 - (e) wear and tear gradual deterioration corrosion or scratching except in so far as any part of an item of Computer Equipment is lost or damaged by such causes in which case the indemnity provided by this Section shall apply to any resultant damage but not to loss or damage caused to the part itself
3. theft in which any member of the Insured's household or any of the Insured's employees is concerned as principal or accessory unless involving entry to or exit from the Premises by forcible and violent means
4. theft from any yard garden open space or outbuilding
5. loss destruction or damage by storm or flood to moveable property in the open
6. loss or destruction of or damage to promissory notes travel tickets or Money as defined in Section 6
7. accidental erasure mislaying or misfiling of Documents or records
8. loss destruction or damage to glass and sanitaryware
9. riot civil commotion malicious persons strikers locked-out workers or persons taking part in labour disturbances in Northern Ireland

10. erasure or distortion of data recorded on Data Carrying materials which are mounted in or on any Equipment for use or processing unless due to loss destruction or damage to the Computer Equipment for which the Company is liable
11. destruction of or damage to or arising directly or indirectly from aerial equipment designed to receive signals from Earth orbiting satellites
12. loss destruction or damage to Valuables
13. Loss destruction or damage or the cost of removing debris arising from pollution or contamination
 - (a) by any event other than fire lightning explosion aircraft or other aerial devices or articles dropped there from riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from water tanks apparatus or pipes sprinkler leakage of oil impact by any road vehicle or animal and theft not otherwise excluded
 - (b) to property not insured by this section
14. loss destruction or damage attributable solely to changes in the water table level

SECTION 3 - GLASS

COVER

The Company will indemnify the Insured for

1. breakage of fixed glass (the property of the Insured or for which the Insured is responsible) at the Premises and the reasonable cost of any necessary boarding up
2. damage to window frames framework fittings and displays resulting from such breakage
3. damage to sanitaryware by breakage or fracture of such a nature as to render such article totally unserviceable
4. damage to fixed signs at the Premises occurring during the Period of Insurance

EXCEPTIONS

This Section does not cover

1. chipping cracking wear and tear or other deterioration of sanitaryware
2. neon signs or other electric light fittings or tubing
3. disfiguration or damage other than fracture extending through the entire thickness of the glass
4. breakage of the glass during its removal or during work on or alteration to it or its framework beadings or other fittings
5. domestic glassware samples or stained glass

SECTION 4 - LOSS OF INCOME

COVER

The Company will indemnify the Insured for

1. (a) Loss of Gross Fees
 - (b) additional expenditure resulting from loss destruction or damage
 - (i) insured by Sections 2 and 3
 - (ii) to the Property (as defined in Section 1) and caused by any of the events itemised under paragraph 1 of Cover in Section 1 and not otherwise excluded
 - (iii) by any cause not excluded under Section 2 to property in the vicinity of the Premises preventing or hindering the use of the Premises or access to them
 - (iv) consequent upon loss of use of the Computer Equipment and Data Carrying Materials (as defined in Section 2) resulting from the failure of the public supply of electricity (excluding any failure which does not involve a total cessation of supply for at least 30 consecutive minutes) at the terminal ends of the public supply undertaking's service feeders to the Premises not caused by
 - (a) the deliberate act of the public supply undertaking unless necessary to safeguard life or to protect a part of the public supply undertaking's system.
 - (b) riot civil commotion strikers or locked out workers occurring during the Period of Insurance and the amount payable as indemnity shall be
 - (c) the shortfall between the Gross Fees received during the Indemnity Period and the Gross Fees which would have been received but for the loss destruction or damage
 - (d) the additional expenditure necessarily and reasonably incurred to avoid such a shortfall but only to the extent of the shortfall thereby avoided

less any sum saved during the Indemnity Period on business expenses or charges which cease or reduce as a result of the loss destruction or damage

If during the Indemnity Period the Insured or others acting on the Insured's behalf performs services away from the Premises for the benefit of the Business any money paid or payable for these services shall be taken into account in arriving at the Gross Fees during the Indemnity Period

2. the reasonable charges payable by the Insured to their professional accountants for producing any particulars in the Insured's books of account or other business books or documents or any other information required by the Company under the terms of General Condition 4 (d) and for reporting that such particulars are in accordance with the Insured's books of account or other business books or documents

LIMITS

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 4 in the Schedule

To the extent that the Insured is accountable to the tax authorities for value added tax all terms in this Section shall be exclusive of such tax

DEFINITIONS

Gross Fees

The money paid or payable to the Insured for services rendered in the course of the Business at the Premises exclusive of disbursements made on behalf of clients

Indemnity Period

The period beginning with the occurrence of the loss destruction or damage and lasting no longer than the Maximum Indemnity Period stated in the Schedule during which the results of the Business shall be affected by the loss destruction or damage

EXCEPTIONS

This section does not cover

1. any loss arising under Cover 1(i) unless a payment is made or liability is admitted under Section 2 or 3
2. any loss arising under Cover 1 (ii) unless a payment is made or liability is admitted under a material damage insurance covering the Insured's interest in the Property (as defined in Section 1)
3. loss resulting from pollution or contamination except loss resulting from pollution or contamination at the Premises caused by loss destruction or damage as defined in paragraph 1
4. loss attributable solely to changes in the water table level

SECTION 5 - LIABILITY TO OTHERS

COVER

1. The Company will indemnify the Insured for all sums which the Insured becomes legally liable to pay as damages in respect of
 - (a) bodily injury (including death or disease) to any person except bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured
 - (b) loss of or damage to property
 - (c) trespass nuisance or any interference with any right of way light air or water

occurring within the Geographical Limits during the Period of Insurance in connection with the Business which for the purposes of this Section shall not include manual work away from the Premises other than the collection or delivery of goods or the erection or dismantling of estate agents signs

The indemnity provided above shall include an indemnity against liability arising from defective work carried out by or on behalf of the Insured to any premises within the Geographical Limits disposed of by the Insured prior to the occurrence of the bodily injury or damage to property giving rise to liability

- (d) bodily injury (including death or disease) sustained by an Employee arising out of and in the course of the employee's employment or engagement by the Insured and caused within the Geographical Limits during the Period of Insurance

The Company will also pay Legal Costs and Solicitors's Fees

The indemnity granted by paragraph 1 (d) above is deemed to be in accordance with the provisions of any legislation relating to the compulsory insurance of liability to Employees in Great Britain (and Northern Ireland and Isle of Man and the Channel Island in so far as this clause applies to those territories) but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions such legislation

2. At the request of the Insured named in the Schedule the Company will subject to the terms exceptions and conditions of this Section indemnify any director or Employee of the Insured in respect of legal fees and expenses incurred with the written consent of the Company whether or not bodily injury loss of or damage to property has occurred for
 - (a) the defence of any criminal proceedings brought against such person for an offence occurring during the Period of Insurance under the Health and Safety at Work. Act 1974 and similar safety Legislation arising from the Business and
 - (b) prosecution costs awarded against such person in respect of such proceedings and
 - (c) an appeal against a conviction arising from such proceedings

provided always that

- (i) the company shall not be liable
 - (a) for the payment of fines or penalties
 - (b) if the prosecution arises directly or indirectly in connection with work specifically excluded under this Section
- (ii) such director or Employee shall comply with the terms of this Section and Policy
- (iii) the conduct and control of claims under this Section is vested in the Company

LIMIT

The Liability of the Company for damages payable to employees including all legal costs and solicitors fees shall not exceed £10,000,000 Any One Event. Otherwise the Liability of the Company for bodily injury or loss or damage is limited to £2,000,000 Any One Event

DEFINITIONS

Employee

1. Any person under a contract of service or apprenticeship with
 - (a) the insured
 - (b) any other party and who is borrowed by or hired to the Insured
2. Any self-employed person working for the Insured

Geographical limits

1. Great Britain Northern Ireland the Channel Islands and the Isle of Man
2. Elsewhere in the world provided the action for damages is brought in the courts of law of the territories mentioned in 1

Legal Costs

The legal costs and expenses recoverable by any claimant and all costs and expense incurred with the written consent of the Company

Solicitor's Fees

The solicitor's fees incurred with the written consent of the Company for representation of the Insured at

1. any coroners inquest or fatal inquiry arising from any death
2. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to property

Exceptions

(Not applicable to Cover 1(d))

This Section does not cover liability arising from

1. loss of or damage to property belonging to or in the custody or control of the Insured or any Employee other than personal effects (including vehicles) of directors visitors or Employees

This Exception shall not apply to loss of or damage to the Premises provided that they are leased or rented by and not owned by the Insured and provided that the liability does not arise solely under the terms of a lease or rental agreement

The Insured shall be responsible for the first £100 of each claim for damage to the Premises whilst leased or rented unless caused by fire or explosion

2.
 - (a) libel or slander
 - (b) infringement of plans copyright patent trade name trademark or registered design
 - (c) any breach of professional duty or fault error or omission in any advice instruction information design plan formula computer programme or specification
3. bodily injury loss or damage deliberately caused by or on the instructions of the Insured or an Employee whilst engaged in supervisory duties unless caused by wilful misconduct of such Employee
4. Bodily injury loss or damage arising from any products sold supplied repaired altered treated or installed other than food or drink for consumption on the Premises
5. the non-performance non-completion or delay in completion of any contract or agreement or the payment of penalty sums fines or liquidated damages
6. the ownership possession or use of any mechanically propelled vehicle but (unless an indemnity is granted by another insurance) this exception shall not apply to
 - (i) the loading or unloading of any mechanically propelled vehicle
 - (ii) the use of Employees' own vehicles on the Insured's Business
7. the ownership possession or use of any aircraft hovercraft drilling platform or rig or watercraft (except manually propelled watercraft)

SECTION 6 - MONEY

COVER

The Company will indemnify the Insured for

1. Loss of Money
 - (a) in the Premises
 - (b) in transit
 - (c) at any of the Insured's sites of contract during business hours
 - (d) in bank night safes until removed by a bank official
 - (e) in the private residences of the Insured and the Insured's employees anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man
2. loss of or damage to any safe in the Premises arising from any attempt to steal Money from it
3. loss of or damage to money belts waistcoats cash-carrying cases and similar cash-carrying devices designed for the safe carriage of Money arising out of theft or attempted theft occurring during the Period of insurance

LIMITS

The liability of the Company for one or more occurrences arising directly or indirectly from one source or original cause is limited as follows

1. Money in the private residences of the Insured and the Insured's Employees £250
2. Crossed cheques crossed giro cheques cross banker's drafts crossed money orders crossed postal orders stamp franking machine unused units stamped National Insurance cards National Savings certificates premium bonds credit card sales vouchers and VAT purchase invoices £250,000
3. Money (other than Money described in 2 above) in the Premises when closed for business
 - (a) contained in locked safe(s) £1,000*
 - (b) not contained in locked safe(s) £250
4. Any other loss of Money £2,000

* or as varied in the schedule

SPECIAL CONDITION

It is a condition precedent to liability that whenever the Premises are closed for business all the keys and records of combination numbers of the safe(s) and strong room(s) be removed from the Premises except while the Insured or an authorised responsible employee is actually therein Further if the person(s) holding the keys and records of combination numbers resides in a residence adjoining and communicating with the Premises the keys and records of combination numbers be removed from the residence when left unattended

DEFINITION

Money

Current coin bank notes currency notes cheques giro cheques traveller's cheques banker's drafts giro drafts bills of exchange money orders postal orders current postage stamps franking machine unused units revenue stamps National Insurance stamps (whether affixed to cards or otherwise) National Savings certificates premium bonds holiday with pay stamps Luncheon Vouchers trading stamps consumer redemption vouchers gift tokens credit card sales vouchers VAT purchase invoices securities for money authenticated travellers' tickets machine tokens and telephone charge cards

EXCEPTIONS

This Section does not cover

1. loss due to the fraud or dishonesty of any employee of the Insured unless the loss is discovered within seven days of its occurrence
2. shortage due to errors or omissions in receipts payments or accountancy
3. loss where property is obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectable or irrecoverable for any reason
4. interruption of the Business or any other consequential loss

SECTION 7 - ASSAULT

COVER

The Company will under 1 described below indemnify the Insured up to the limit stated and under 2 described below pay to the Insured the relevant benefits if during the Period of Insurance an Insured Person in the course and arising out of the Business and as a direct result of assault or violence or threat thereof

	Benefit
1. sustains loss of or damage to clothing and personal effects	up to £250
2. sustains bodily injury resulting directly and independently of any other cause within two years in	
(a) death	£10,000
(b) loss of one or more limbs and/or sight of one or both eyes	£10,000
(c) permanent total disablement from attending to any and every occupation	£10,000
(d) temporary total disablement from attending to the whole of his/her usual occupation during such disablement at the rate per week of	£50

provided that

1. benefit shall not be payable
 - (i) under more than one of 2(a), 2(b) or 2(c)
 - (ii) under 2 (c) until the expiry of two years from the date of disablement
 - (iii) under 2 (d) for any disablement for which benefit is payable under 2(a) or 2(b) except in respect of the period prior to benefit becoming payable under 2(a) or 2(b)
 - (iv) under 2(d) for more than two years from the date of disablement
2. in connection with any claim under 2 above an Insured Person shall if required submit him/herself to medical examination at the expense of the Company

SPECIAL PROVISION

Assignment

The benefits under cover above are not assignable. Payment of any benefit shall be made only to the Insured unless the Insured shall request that the payment be made direct to an Insured Person in either event his/her receipt shall be a discharge to the Company. This option shall apply to the weekly benefit only where the Insured Person pays the entire premium

DEFINITIONS

Insured Person

The Insured or any director partner or employee of the Insured aged between 15 and 70 years

Loss of Limb

Permanent loss of physical severance at or above the wrist or ankle or total and permanent loss of use of an entire arm or entire leg

Loss of Sight

Total and irrecoverable loss of sight

SECTION 8 - BOOK DEBTS

COVER

The Company will indemnify the Insured for

1. (a) loss of Outstanding Gross Fees and Outlay
and
(b) additional expenditure

resulting from loss destruction or damage as insured by Section 2 involving the Insured's books of account or other business books or records and the amount payable as indemnity shall not exceed

- (i) the different between
 - (a) the Outstanding Gross Fees and Outlay and
 - (b) the total of the amounts received or traced in respect thereof
- (ii) the additional expenditure necessarily and reasonably incurred with the previous consent of the Company in tracing and establishing the Outstanding Gross fees and outlay after the loss destruction or damage

LIMIT

The amount payable in respect of any one occurrence shall not exceed the Sum Insured stated under Section 8 in the Schedule

SPECIAL PROVISION

The Insured shall within 30 days of the end of each month deposit in premises other than those containing records specifying the Outstanding Gross Fees and Outlay a signed statement showing the total amount outstanding in clients accounts as at the end of the said month

DEFINITIONS

Gross fees

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

Outlay

Disbursements made on behalf of clients

Outstanding Gross Fees and Outlay

The total last declared under the above Special Provision adjusted for

- (a) amounts subsequently debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the loss destruction or damage)
- (b) bad debts
- (c) any abnormal conditions of trade which had or could have had a material effect on the Business

so that the figures thus adjusted shall be as close as possible to those which would have been obtained at the date of the loss destruction or damage

GENERAL EXCEPTIONS

(Applicable to all Sections except as expressly stated)

This Policy does not cover

1. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear component thereof
2. loss destruction damage or liability directly or indirectly occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation destruction or requisition by order of the Government or any Public Authority

General Exceptions 1 and 2 do not apply to Section 5 insofar as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured

3. loss destruction or damage directly or indirectly occasioned by or happening through riot or civil commotion in Northern Ireland
4. loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

General Exceptions 3 and 4 do not apply to Sections 5 and 7

5. (a) loss or destruction of or damage to property or loss of income in England, Scotland or Wales the proximate cause of which is an act of terrorism.
- (b) loss or destruction of or damage to property or loss of income in Northern Ireland the proximate cause of which is
 1. Civil Commotion
 2. An act of terrorism or any unlawful wanton or malicious act committed maliciously by a persons acting on behalf of or in connection with any unlawful association.

Terrorism means an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing any government.

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

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

GENERAL CONDITIONS

(Applicable to all Sections)

Precautions

1. (a) The Insured shall take and cause to be taken all reasonable precautions
 - (i) for the safety and security of the property insured
 - (ii) to prevent bodily injury and loss of or damage to the property of others
 - (iii) to comply with all statutory obligations and regulations imposed by any Authority
- (b) The Insured shall exercise reasonable care in selection and supervision of Employees

Disclosure

2. The Policy shall be voidable in the event of misrepresentation misdescription or non disclosure in any material particular

Changes in facts

3. This insurance shall cease to be in force if there is any material alteration to the Premises or Business or any material change in the facts stated in the Proposal form or other facts supplied to the Company unless the Company agrees in writing to continue the insurance

Claims procedure (Insured's duties)

4. (a) Any loss destruction damage bodily injury claim or proceedings must be notified as soon as reasonably possible to the Company in writing and a detailed statement of claim submitted within
 - (i) 7 days of the happening of loss destruction or damage by riot or civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons
 - (ii) 30 days of the expiry of the Indemnity Period in respect of a claim under Section 4 Loss of Income
 - (iii) 30 days of the happening of any other loss destruction damage or bodily injury
- (b) If theft or damage by malicious persons is suspected notice must be given as soon as reasonably possible to the police and all practical steps to recover property lost
- (c) Immediate action must be taken to minimise loss and avoid interruption or interference with the Business and to prevent further loss damage or bodily injury
- (d) All particulars information and assistance as may be reasonably required by the Company must be supplied by the Insured at the Insured's own expense
- (e) No admission of liability or negotiation or settlement of any claim shall be made without the Company's written consent

Claims procedure (Company's rights)

5. (a) The company shall be entitled to conduct in the Insured's name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- (b) In connection with any one claim or number of claims under Section 5 (except in so far as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured) occurring in any one Period of Insurance the Company may at any time pay to the Insured the amount of the limit of liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter the Company shall be under no further liability under this Policy in connection with such claim or claims except for Legal Costs incurred prior to the date of such payment
- (c) The Insured shall allow the Company to enter the building where loss destruction or damage has occurred and to take and keep possession of or to deal with the property in any reasonable manner No property may be abandoned to the Company
- (d) If the Company elects to repair reinstate or replace any property it shall only do so in a reasonably sufficient manner as circumstances permit and shall not be bound to spend more than the relevant Sum Insured

Cancellation

6. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at the Insured's last known address in which event the Insured shall receive a pro-rata return of premium for the unexpired Period of Insurance

Other Insurance

7. (a) If any loss destruction of damage insured under Sections 1,2,3,4,6 or 8 is covered by any other insurance the Company shall pay only its rateable proportion of the loss or damage
- (b) If any loss destruction damage or liability insured under Section 5 is covered or would but for the existence of this Policy be covered by any other insurance the Company shall not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this Policy be payable

Observance

8. The observance and fulfilment of the terms exceptions and conditions of and endorsements applying to this Policy insofar as they relate to anything to be undertaken or complied with by the Insured shall be a condition precedent to the right of the Insured claim under this Policy

Security Protections

9. It is a condition precedent to the liability of the Company under Sections 2 and 6 that the Insured shall ensure that all the protections installed to safeguard the Property and the Premises or any self-contained portion of the Premises are maintained in full working order and that all such protections are used and put into operation at night and whenever the Premises are closed for business and at all other material times

ENDORSEMENTS

C01 INTRUDER ALARM CONDITION

Definitions

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

Alarmed Premises: The Premises or those portions of the Premises protected by the Intruder Alarm System

Responsible Person: The Insured or any person authorised by the Insured to be responsible for the security of the Premises

Keyholder: The Insured or any person or keyholding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System, attend, and allow access to the Premises

It is a condition precedent to liability (under this Policy) in respect of loss or damage following entry or attempted entry to or exit from the premises by forcible and violent means that:

1. The Premises are protected by an Intruder Alarm System installed as agreed with the Insurer
2. The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company or such other company, as agreed with the Insurer
3. No alteration to or substitution of any part of the Intruder Alarm System or the maintenance contract be made without the written agreement of the Insurer
4. The Alarmed Premises shall not be left without at least one Responsible Person therein without the agreement of the Insurer:
 - (i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation
 - (ii) if the Police Authority have withdrawn their response to alarm calls
5. All keys to the Intruder Alarm System are removed from the Premises when they are left unattended
6. The Insured maintains secrecy of codes for the operation of the Intruder Alarm System and no details of same are left on the Premises
7. The Insured shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and Police Authorities
8. In the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend the Premises as soon as reasonably possible and shall not leave them without at least one Responsible Person therein until the provisions of paragraph (4) have been complied with unless specifically agreed by the Insurer in writing

9. In the event of the Insured receiving any notification from:
- (a) the Police Authority that response to alarm signals/calls from the Intruder Alarm System may be restricted or withdrawn
 - (b) a Local Authority or Magistrate imposing any requirement for abatement of a nuisance
 - (c) the installing company or other such company as agreed by the Insurer that the Intruder Alarm System cannot be returned to, or maintained in full working order

The insured shall advise the Insurer as soon as possible and in any event not later than 10 a.m. on the Insurer's next working day and comply with any subsequent requirements stipulated by the Insurer

C02 MONEY IN TRANSIT

It is a condition precedent to liability that whenever the amount of money (other than money described in item 2 of the Limits of Liability) in transit exceeds the amount shown below the money be accompanied by not less than the number of employees stated.

Amount of Money in Transit exceeding	Minimum No. of Employees
£2,000	Two
£5,000	Three
£10,000	Money to be carried by a professional cash carrier

C03 INCREASED EXCESS

Wherever The Insured is made to be responsible for the first part of any claim (Excess) arising hereunder such Excess amount is increased to £500

C04 NEON SIGNS EXTENSION

Exception 2 of Section 3 - Glass is deleted and in the event of damage to the signs specified in Section 3 of the Schedule the Company will pay to the Insured up to the amount shown for such damage or at its option reinstate or replace the signs or any parts thereof

This extension does not cover

1. damage to neon tubing unless the glass is fractured
2. loss or damage arising from wear and tear mechanical or electrical breakdown and any process of repair removal or erection of the signs or any parts thereof
3. loss or damage resulting from worn or defective fastenings

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